

# **ECONOMIC DEVELOPMENT COMMISSION**

**Tuesday, January 27, 2015**

**1:30 p.m. – 3:00 p.m., Meeting Room A**

## **AGENDA**

1. CALL TO ORDER
2. CITIZENS' COMMENTS
3. APPROVAL OF NOVEMBER 25, 2014 MINUTES
4. INFORMATION ON FAIRVIEW HEIGHTS SALES TAX(S) COLLECTION
5. CONSIDER APPROVAL OF A COST SHARING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF FAIRVIEW HEIGHTS (50% - \$28,500) AND ARROWHEAD BUILDING SUPPLY, INC. (50% - \$28,500) TO ALLOW TWM TO PREPARE ENGINEERING PLANS IN THE AMOUNT OF \$57,000 FOR A PROPOSED BUSINESS/INDUSTRIAL PARK ON APPROXIMATELY 38 ACRES FRONTING ILLINOIS ROUTE 161
6. DISCUSSION OF A REQUEST FOR PROPOSAL FOR A DEVELOPER FOR MIXED USE COMMERCIAL / RESIDENTIAL TRANSIT ORIENTED DEVELOPMENT
7. STATUS REPORTS
  - ENTERPRISE ZONE APPLICATION
  - PROPOSED TIF #4
  - PROPOSED TIF #5
  - LINCOLN TRAIL CORRIDOR DEVELOPMENT STANDARDS
8. STATUS REPORT – ECONOMIC DEVELOPMENT RELATED ACTIVITIES / JANUARY 5, 2015
9. NEXT MEETING: FEBRUARY 24, 2015, 1:30 P.M. - 3:00 P.M.
10. ADJOURNMENT

**ECONOMIC DEVELOPMENT COMMISSION  
TUESDAY, NOVEMBER 25, 2014  
1:30 P.M., MEETING ROOM A  
MINUTES**

**CALL TO ORDER**

The meeting was called to order by Chairman Chuck Daily at 1:30 p.m. in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL.

Members in attendance were Chuck Daily, Don Barkley, Karen Kaufhold, Charlie Kassly, and Bob Triplett. Director of Economic Development Mike Malloy, Julian Jacquin (EDR), City Administrator Jim Snider (arrived at 1:37 p.m.), Director of Finance Scott Borrer, Alderman Pat Baeske, Mayor Gail Mitchell, Randy Pierce, Treasurer Michele Isaacson (arrived at 3:00 p.m.), and Becky Short were also present.

**CITIZENS' COMMENTS**

No comments.

**APPROVAL OF MINUTES**

Don Barkley made a motion to approve the October 14, 2014 minutes. Seconded by Karen Kaufhold. Roll call on the motion showed Daily, Barkley, Kaufhold, Kassly, and Triplett voting "Yea." Motion passed 5 yeas.

**INFORMATION ON FAIRVIEW HEIGHTS SALES TAX(S) COLLECTION**

Scott Borrer updated the commission about the sales tax collection in Fairview Heights. The City is currently ahead 0.9% from the same time last year. Overall, the City is down 1.0%.

**FAIRVIEW HEIGHTS TIF REMAINING PROJECT SCHEDULE**

Julian Jacquin (EDR) went over the remaining TIF project schedule with the commission. He explained what a Joint Review Board (JRB) is and that the Mayor would have to appoint one public member to each JRB. Each TIF will have their own JRB. Julian also noted the hearings will be held before the City Council meeting in the Council Chambers.

**PRESENTATION OF WEST TIF #4 REDEVELOPMENT PLAN (EDR)**

Julian Jacquin (EDR) went over the West TIF #4 Redevelopment Plan with the commission. There was discussion about the fire station in French Village, a police department substation, and MetroLink. The estimated budget for TIF #4 is 82 million dollars over 23 years.

**MOTION ACCEPTING WEST TIF #4 REDEVELOPMENT PLAN AND APPROVING SENDING TO ALL TAXING DISTRICTS AND DCEO**

Bob Triplett made a motion to send accepting West TIF #4 Redevelopment Plan and approving sending to all Taxing Districts and DCEO to the Planning Committee for approval. Seconded by Charlie Kassly. Roll call on the motion showed Triplett, Kassly, Kaufhold, Barkley and Daily voting "Yea." Barkley abstained. Discussion was held on the motion. After discussion, Bob Triplett amended the motion and Don Barkley voted "Yea" to make the motion pass on 5 yeas.

**PRESENTATION OF NORTH TIF #5 REDEVELOPMENT PLAN (EDR)**

Economic Development Resources presented North TIF #5 Redevelopment Plan. North TIF #5 includes 16 parcels in total, with 1 parcel north of the tracks.

**MOTION ACCEPTING NORTH TIF #5 REDEVELOPMENT PLAN AND APPROVING SENDING TO ALL TAXING DISTRICTS AND DCEO**

Bob Triplett made a motion to send accepting North TIF #5 Redevelopment Plan and approve sending to all taxing districts and DCEO to the Planning Committee for approval. Seconded by Don Barkley. Roll call on the motion showed Triplett, Kassly, Kaufhold, Barkley, and Daily voting "Yea." Motion passed on 5 yeas.

**ORDINANCE CREATING JRB FOR WEST TIF #4 AND SETTING MEETING DATE OF FRIDAY, FEBRUARY 20, 2015 AT 1:00 P.M.**

Don Barkley made a motion to send creating a JRB for West TIF #4 and setting a meeting date of Friday, February 20, 2015 at 1:00 p.m. to Planning Committee for approval. Seconded by Bob Triplett. Roll call on the motion showed Barkley, Triplett, Kassly, Kaufhold, and Daily voting "Yea." Motion passed on 5 yeas.

**ORDINANCE CREATING JRB FOR NORTH TIF #5 AND SETTING MEETING DATE OF FRIDAY, FEBRUARY 20, 2015 AT 3:00 P.M.**

Bob Triplett made a motion to send creating a JRB for North TIF #5 and setting a meeting date of Friday, February 20, 2015 at 3:00 p.m. and to Planning Committee for approval. Seconded by Charlie Kassly. Roll call on the motion showed Triplett, Kassly, Kaufhold, Daily, and Barkley voting "Yea." Motion passed on 5 yeas.

**ORDINANCE SETTING PUBLIC HEARING DATE FOR WEST TIF #4 ON TUESDAY, MARCH 17, 2015 AT 6:30 P.M.**

Charlie Kassly made a motion to send seting a public hearing date for West TIF #4 on Tuesday, March 17, 2015 at 6:30 p.m. to Planning Committee for approval. Seconded by Karen Kaufhold. Roll call on the motion showed Barkley, Triplett, Kassly, Kaufhold, and Daily voting "Yea." Motion passed on 5 yeas.

**ORDINANCE SETTING PUBLIC HEARING DATE FOR NORTH TIF #5 ON TUESDAY, MARCH 17, 2015 AT 7:00 P.M.**

Charlie Kassly made a motion to send setting a public hearing date for North TIF #5 on Tuesday, March 17, 2015 at 7:00 p.m. to Planning Committee for approval. Seconded by Bob Triplett. Roll call on the motion showed Barkley, Kassly, Kaufhold, Triplett, and Daily voting "Yea." Motion passed on 5 yeas.

**MOTION AUTHORIZING THE CITY TO PUBLISH THE NOTICE OF PUBLIC HEARING FOR THE WEST TIF #4 IN A NEWSPAPER OF GENERAL CIRCULATION**

Don Barkley made a motion to send authorizing the city to publish the notice of public hearing for the West TIF #4 in a newspaper of general circulation to Planning Committee for approval. Seconded by Bob Barkley. Roll call on the motion showed Barkley, Triplett, Kaufhold, Kassly, and Daily voting "Yea." Motion passed on 5 yeas.

**MOTION AUTHORIZING THE CITY TO PUBLISH THE NOTICE OF PUBLIC HEARING FOR THE NORTH TIF #5 IN A NEWSPAPER OF GENERAL CIRCULATION**

Bob Triplett made a motion to send authorizing the city to publish the notice of public hearing for the North TIF #5 in a newspaper of general circulation to Planning Committee for approval. Seconded by Don Barkley. Roll call on the motion showed Triplett, Kaufhold, Kassly, Daily, and Barkley voting "Yea." Motion passed on 5 yeas.

**MOTION AUTHORIZING CITY TO SUBMIT THE NOTICE OF PUBLIC HEARING TO PROPERTY TAX PAYERS IN THE WEST TIF #4**

Karen Kaufhold made a motion to send authorizing the city to submit the notice of public hearing to property tax payers in the West TIF #4 to Planning Committee for approval. Seconded by Don Barkley. Roll call on the motion showed Kaufhold, Barkley, Daily, Kassly, and Triplett voting "Yea." Motion passed on 5 yeas.

**MOTION AUTHORIZING CITY TO SUBMIT THE NOTICE OF PUBLIC HEARING TO PROPERTY TAX PAYERS IN THE NORTH TIF #5**

Charlie Kassly made a motion to send authorizing the city to submit the notice of public hearing to property tax payers in the North TIF # to Planning Committee for approval. Seconded by Bob Triplett. Roll call on the motion showed Kassly, Triplett, Kaufhold, Daily, and Barkley voting "Yea." Motion passed on 5 yeas.

**E-FAIRNESS STATUS REPORT**

The internet sales tax, according to International Council of Shopping Center (ICSC), is high on the priority list for adoption.

**ECONOMIC DEVELOPMENT RELATED ACTIVITES**

Mike Malloy handed out information on economic development related activities going on in the city. Commission discussed the vacant Med Star building and the opening of Archaeological Survey.

Meeting adjourned at 3:13 p.m.

The next Economic Development Commission meeting is scheduled for Tuesday, December 23, 2014 at 1:30 p.m. in Meeting Room A, City Hall.

Respectfully submitted,

Chuck Daily  
Chairman  
CD/rss

MIKE

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# Memo

**To:** Elected Officials  
**From:** Scott Borrer, Director of Finance  
**CC:** City Administrator, Directors  
**Date:** January 12<sup>th</sup>, 2015  
**Re:** Sales Tax Report

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Please find attached the updated sales tax report for our 1% municipal portion of the state sales tax rate. The most recent figure of \$580,475.99 reflects retail activity in October, and is a decrease of 1.5% compared to the same month last year. For the fiscal year, after 9 months we are ahead of last year's receipts by 1.3%.

If you have any questions, please let me know.

Thanks,  
Scott

SEB

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

DISTRIBUTION MONTH	MAY 2009 -		MAY 2010 -		MAY 2011 -		MAY 2012 -		MAY 2013 -		MAY 2014 -		% CHANGE	\$ CHANGE
	APRIL 2010	MAY 2010	APRIL 2011	MAY 2011	APRIL 2012	MAY 2012	APRIL 2013	MAY 2013	APRIL 2014	MAY 2014	APRIL 2015	MAY 2015		
MAY	\$ 576,295.80	\$ 619,328.06	\$ 619,211.17	\$ 629,863.98	\$ 601,011.50	\$ 584,713.94	\$ 655,667.46	\$ 574,119.26	\$ 586,795.92	\$ 579,381.42	\$ 550,782.54	\$ 579,500.49	-2.7%	\$ (16,297.56)
JUN	651,353.64	689,992.30	675,264.71	692,902.50	655,667.46	647,401.33	574,119.26	586,795.92	579,381.42	550,782.54	579,500.49	588,998.17	-1.3%	\$ (8,266.13)
JUL	555,298.81	569,542.81	594,120.05	578,187.49	574,119.26	578,345.95	586,795.92	610,055.28	554,178.50	574,589.49	588,998.17	580,475.99	0.7%	\$ 4,226.69
AUG	569,007.47	591,482.11	587,452.26	602,449.00	586,795.92	593,876.18	610,055.28	554,178.50	574,589.49	588,998.17	580,475.99	580,475.99	1.2%	\$ 7,080.26
SEP	609,365.77	648,045.41	654,058.72	663,854.82	610,055.28	579,381.42	610,055.28	554,178.50	574,589.49	588,998.17	580,475.99	580,475.99	-5.0%	\$ (30,673.86)
OCT	548,148.68	589,409.53	590,474.65	572,075.75	554,178.50	550,782.54	574,589.49	554,178.50	574,589.49	588,998.17	580,475.99	580,475.99	-0.6%	\$ (3,395.96)
NOV	569,471.83	592,675.72	593,273.35	620,158.32	574,589.49	579,500.49	574,589.49	574,589.49	574,589.49	588,998.17	580,475.99	580,475.99	0.9%	\$ 4,911.00
DEC	613,911.65	638,144.11	626,112.57	631,306.50	468,313.25	588,998.17	468,313.25	468,313.25	468,313.25	588,998.17	580,475.99	580,475.99	25.8%	\$ 120,684.92
JAN	577,341.43	596,410.80	572,082.72	576,698.91	589,088.14	580,475.99	589,088.14	589,088.14	589,088.14	580,475.99	580,475.99	580,475.99	-1.5%	\$ (8,612.15)
FEB	700,364.95	729,123.82	718,749.92	710,629.96	687,960.48	687,960.48	687,960.48	687,960.48	687,960.48	687,960.48	687,960.48	687,960.48		
MAR	1,058,742.73	1,092,964.09	1,057,805.62	1,049,090.01	969,659.49	969,659.49	969,659.49	969,659.49	969,659.49	969,659.49	969,659.49	969,659.49		
APR	497,665.30	485,716.35	496,524.53	532,313.55	458,225.94	458,225.94	458,225.94	458,225.94	458,225.94	458,225.94	458,225.94	458,225.94		
<b>YTD TOTAL</b>	<b>\$ 7,526,968.06</b>	<b>\$ 7,842,835.11</b>	<b>\$ 7,785,130.27</b>	<b>\$ 7,859,530.79</b>	<b>\$ 7,329,664.71</b>	<b>\$ 5,283,476.01</b>	<b>\$ 7,329,664.71</b>	<b>\$ 5,283,476.01</b>	<b>\$ 7,329,664.71</b>	<b>\$ 5,283,476.01</b>	<b>\$ 5,283,476.01</b>	<b>\$ 5,283,476.01</b>		<b>\$ 69,657.21</b>

YTD CHANGE      -0.4%      4.2%      -0.7%      1.0%      -6.7%      1.3%

MONTHLY AVG \$ 627,247.34 \$ 653,569.59 \$ 648,760.86 \$ 654,960.90 \$ 610,805.39 \$ 587,052.89

**Mike Malloy**

**From:** Marsha J. Maller <mmaller@twm-inc.com>  
**Sent:** Monday, January 12, 2015 10:34 AM  
**To:** Mike Malloy  
**Cc:** S Larry (larrys@arrowheadbuildingsupply.com); Chris Volkman  
**Subject:** RE: Arrowhead Industrial Park  
**Attachments:** 2015-1-12 Revised Contract Arrowhead Industrial Park.pdf

Gentlemen

Please find attached a revised contract with the additional text for EDA grant application services.  
Thanks,

**THOUVENOT, WADE & MOERCHEN, INC.**

**Marsha J. Maller, PE**

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

Tel. No.: 618.624.4488 E-Mail: [mmaller@twm-inc.com](mailto:mmaller@twm-inc.com)

**From:** Mike Malloy [mailto:malloy@cofh.org]  
**Sent:** Monday, January 12, 2015 9:58 AM  
**To:** Marsha J. Maller  
**Cc:** S Larry (larrys@arrowheadbuildingsupply.com); Chris Volkman  
**Subject:** RE: Arrowhead Industrial Park

Marsha,  
Works for me!  
Thanks  
Mike

**From:** Marsha J. Maller [mailto:mmaller@twm-inc.com]  
**Sent:** Monday, January 12, 2015 9:55 AM  
**To:** Mike Malloy  
**Subject:** RE: Arrowhead Industrial Park

Mike

Is the following text what you are requesting?

**EXCLUDED SERVICES**

## **Mike Malloy**

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**From:** Marsha J. Maller <mmaller@twm-inc.com>  
**Sent:** Wednesday, January 07, 2015 3:24 PM  
**To:** Mike Malloy; S Larry (larrys@arrowheadbuildingsupply.com)  
**Subject:** Arrowhead Industrial Park  
**Attachments:** 2015-1-7 Contract Arrowhead Industrial Park.pdf

Mike and Larry

Please find attached a proposal for the civil engineering and surveying work for the proposed Arrowhead Industrial Park in Fairview Heights. Our scope of work includes surveying and calculating the project boundary, construction plans for the street, sanitary sewer, water and storm sewer within the industrial park, design and preparation of plans and specifications for a sanitary sewer lift station that will serve the lots, construction staking for the proposed improvements, preparation of final plats, preparation of bid documents, construction observation as required by the utility companies, and preparation of record drawings.

Our price for these services is \$57,000.00. This pricing is based on you being able to provide the topographic survey completed by Netemeyer in an AutoCAD format. In addition the pricing doesn't include any intersection design studies or construction plans for Illinois Route 161 improvements. According to IDOT they want us to submit the projected traffic information for the development. We will analyze the traffic and submit the information to IDOT for their review. If IDOT determines that a north bound right turn lane is warranted, we will provide a cost for the intersection design study and roadway plans.

General contractors that are highly qualified with metal building construction are Holland Construction Services and Korte-Luitjohan Contractors, Inc. For Holland Construction Services please contact Dave Birk at 277-8870. For Korte-Luitjohan please contact Bill Rickher at 654-9877.

Please review the attached contract and if you have any questions please call or email me. We look forward to working with you on this endeavor.

**THOUVENOT, WADE & MOERCHEN, INC.**

**Marsha J. Maller, PE**

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

Tel. No.: 618.624.4488 E-Mail: [mmaller@twm-inc.com](mailto:mmaller@twm-inc.com)

[WWW.TWM-INC.COM](http://WWW.TWM-INC.COM)

ILLINOIS: SWANSEA - WATERLOO - EDWARDSVILLE MISSOURI: ST. LOUIS - ST. CHARLES

1<sup>st</sup> Draft

January 16, 2015

**Cost Sharing Agreement for  
Professional Services**

The City of Fairview Heights, Illinois and Arrowhead Building Supply of St. Peters, Missouri agree per the terms and conditions below to enter into a Professional Services Contract with Thouvenot, Wade, and Moerchen, Inc. (TWM) to perform the Subdivision Design (Attachment A) on approximately 38 acres for a Business/Industrial Park for a lump sum fee of \$57,000.

Responsibilities of Arrowhead Building Supply, Inc.

1. Pay directly to TWM the Initial \$28,500.00 (50%) toward the total Subdivision Design fee of \$57,000.00.
2. Dedicate one (1) lot in excess of two (2) acres of the City's choice to the City of Fairview Heights.
3. Agree that the potential exists that the entire 38 acres may require dedication to the City of Fairview Heights on a temporary basis to meet Economic Development Administration grant requirements for partial funding of Subdivision Infrastructure.
4. Agree to pay the entire Economic Development Administration (EDA) grant application fee, if applied for, in the estimated amount of \$2,500.00.
5. Agree to pay no more than 50% (local match) of infrastructure cost of subdivision, if grant is secured.

6. Agree to construct a 10 ft. wide on site asphalt walking/bike trail per the Subdivision Improvement Plans and dedicate to the City for Maintenance and Operation purposes when the off-site trail is completed

Responsibility of City of Fairview Heights

- A. Pay directly to TWM the remaining \$28,500.00 (50%) toward the total Subdivision Design fee of \$57,000.00.
- B. Sponsor an Economic Development Administration (EDA) grant application, if applied for, to pay for no less than 50% of the infrastructure costs of the subdivision.

Accepted this 20 day of January, 2015.      Accepted this \_\_\_ day of \_\_\_\_\_, 2015.

1<sup>st</sup> Draft

Arrowhead Building Supply, Inc.

By: Larry Sapp

Title: V.P.

City of Fairview Heights

By: \_\_\_\_\_

Title: \_\_\_\_\_



## Contract Agreement for Professional Services - Subdivision Design

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, TWM Inc., and you, CITY OF FAIRVIEW HEIGHTS AND ARROWHEAD BUILDING SUPPLY INC. as the CLIENTS. When you see the words "us", "we", and "our" they mean TWM Inc. When you see the words "you" or "your", they refer to you as the CLIENT. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This Contract describes the specific professional services that you have requested we provide on the proposed project, ARROWHEAD INDUSTRIAL PARK - FAIRVIEW HEIGHTS, ILLINOIS, which we will refer to as simply the "project". As you have described it to us, this project involves the development of approximately 33± acres that will be developed as the project site located in Fairview Heights, Illinois.

### SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this Contract and project, you agree with us that these services, as listed, will be considered our Basic Scope of Services.

#### A. Boundary Survey

1. We will perform a boundary survey of the 38 ± acre project site located in Fairview Heights, Illinois.
  - You will provide us with a Certificate of Title for the property.
  - The boundary to be conducted based on records obtained from the St. Clair County Recorder of Deeds Office.
  - We will identify and locate visible corners of the boundary and measure distance and angles thereof, and set new iron rod markers where old corners cannot be identified.

#### B. Topographic Survey

1. No fees have been included for topographic survey. This contract assumes you will provide an AutoCAD file of the topographic survey completed by an Illinois licensed surveyor previously for the subject property. If an AutoCAD file of the survey is not attainable, TWM will prepare a price for the completion of a survey.

#### C. Preliminary Plat

1. We will prepare a Preliminary Plat for the entire proposed subdivision, including as part of that plat, a layout of lots closely following the concept plan you have provided or agreed to, while assuring compliance with applicable code requirements governing lot dimensions and gross area.
2. We will include as part of that preliminary plat, a layout of streets within the subdivision, closely following the concept plan you have provided or agreed to, while assuring compliance with applicable code requirements governing width, material, slope, length, and curves.
3. We will also include as part of that preliminary plat, a layout of existing and proposed utility and drainage easements, preliminary locations of utility and drainage improvements and the location of detention facilities.
4. We will submit the preliminary plat to you for approval and acceptance prior to submission to the appropriate municipal authorities.
5. Upon acceptance by the municipal authorities, we will submit copies of the preliminary plat to the appropriate utility providers (electric, natural gas, telephone, and cable TV) for their use in designing facilities for the development. We will also submit the preliminary plat to both the Illinois Historical Preservation Agency and to the Corps of Engineers for review as required by law.

#### D. Improvement Plans

We will prepare construction improvement plans for the entire proposed subdivision utilizing the Preliminary Plat approved by the municipal authorities. In doing so:

1. We will prepare street plan and profile drawings in accordance with the approved Preliminary Plat,
2. We will prepare a Hydrologic / Hydraulic Drainage Report and design the storm sewer system,
3. We will prepare a storm water and erosion control plan to be reviewed by the St. Clair County Soil and Water Conservation Service and City of Fairview Heights.
4. We will prepare the plan and profile and details for the bike trail along the northerly and easterly boundaries of the project site. We will coordinate the termination points of the trail with the offsite trail design.



5. We will prepare construction details including pavement, curb and gutter, inlets, manholes, sanitary sewer, and similar features typical of industrial subdivision plans.
6. We will design the sanitary sewer extension and prepare the IEPA sanitary sewer permit application (WPC PS-1, Schedule B, and Schedule P) to serve the subdivision.
7. We will prepare and submit applications on your behalf for an NPDES storm water permit and prepare the storm water pollution prevention plan.
8. We will analyze the projected traffic and coordinate with the Illinois Department of Transportation. *This contract does not include any traffic studies or roadway improvements. Depending on the results of the projected traffic, IDOT may require a north bound right turn lane. If said turn lane is required there will be additional surveying and engineering for the intersection design study and Route 161 construction plans for the improvements.*
9. We will design the water main extension and prepare the IEPA water main permit application (PWS - 43).
10. We will prepare the necessary forms from the Illinois American Water Company's developer's packet for submittal to IAWC.
11. We will prepare written specifications for bidding of the work associated with the project.
12. We will prepare bid schedule for the construction items to enable evaluation of bidder's proposals.
13. We will prepare an opinion of probable construction cost for the phase to be bid.
14. We will advertise the phase for bidding.
15. We will prepare addenda if required.
16. We will prepare Bid Tabulation for the Project.
17. We will assist the City in evaluation of the Bids.
18. We will attend a reasonable number of meetings with you or on your behalf to coordinate the civil engineering design.

**E. Sanitary Sewer Lift Station**

1. Provide topographic survey of proposed force main routing from the proposed lift station to the existing force main to the east of the site which is to receive the sanitary sewer flows.
2. Provide design and permitting services for lift station to service the project site.
3. Prepare construction drawings detailing the proposed lift station and force main routing.
4. Prepare the technical specifications for the lift station and force main for review by Caseyville Township Sewer District.
5. Provide construction staking, construction observation and observation services for the manufacturer provided lift station start-up services to insure compliance with the lift station specifications.

**F. Construction Staking**

Under our Basic Scope of Services we will also perform construction staking for the first phase of the development. It is important to note that we agree to place each construction stake only one time for the price we have quoted you in this contract. Any time required to re-stake structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract. With that understanding:

1. We will stake the street centerline grades for preliminary grading. Preliminary grade staking consists of providing a grade stake every fifty (50) linear feet in the centerline of the proposed streets and providing a maximum of three (3) grade stakes per lot.
2. We will stake all storm sewer inlets. Storm sewer inlet staking consists of providing one (1) centerline structure stake and two (2) offset stakes with elevation hubs showing the cut or fill required for the invert elevation. All ends of culvert pipes or outlet pipes from the storm sewer system will be staked with one (1) stake at the pipe outfall with a cut or fill stake and one (1) offset stake with the cut or fill.
3. We will stake all sanitary sewer manholes and sewer lines. Sanitary sewer staking consists of providing one (1) centerline structure stake and one (1) offset stake per manhole, with elevation hub showing the cut or fill required for the invert elevation.
4. We will stake the final curb and gutter offset stakes. Final curb and gutter offset stakes consist of two (2) foot offset curb stakes (unless other offset distance is requested prior to staking) with an elevation hub showing the cut or fill to the proposed top of curb elevation. In curves, top of curb stakes with elevation hubs will be set every twenty-five (25) feet.
5. We will indicate the approximate location of property lines for the installation of utilities by placing a temporary painted mark on the street curb at the approximate location of each lot line. These markings are intended to aid various utility companies in the installation of above ground utility equipment, but should not be considered as surveyed marks. All utilities will be required to utilize the marked locations. Any additional locations for each individual utility or additional staking required by utilities will be invoiced to you as additional services and as an additional cost to this Contract.
6. We will verify or stake property corners. Property corner staking consists of placing a stake and pipe at the property corners of all the lots. Our price is based upon us staking all lot corners at the same time for the first phase of the development. Therefore, any request for individual lot stakeout must come with your approval and will be to you as additional services and as an additional cost to this Contract.

invoiced



**G. Final Plat**

Also under this Scope of Work, we will prepare a maximum of two (2) Final Plats for two phases of the subdivision in preparation for the submission of the Final Plats to the appropriate municipal authorities. In doing so:

1. We will first submit that Final Plats to you for your review and acceptance prior to submission to the municipality.
2. We will then submit the required number of copies of the Final Plate to the appropriate municipal authorities in order to secure their approval and signature.

**H. Construction Phase Services**

Upon your specific request:

1. We will provide construction observation services at regular intervals while your selected contractor progresses through the construction activities.
2. We will observe construction of the water main installation as required by Illinois American Water Company.
3. We will prepare construction observation logs and drawings showing the installed water main.
4. We will observe the pressure testing of the water main.
5. We will review shop drawings.
6. We will prepare or review of pay requests.
7. We will prepare or review of change orders.
8. We will prepare an electronic data file of the proposed grading plan providing you with a surface model and / or road model for use by your contractor in GPS guided construction grading equipment.

**I. Record Drawings**

Following the installation of planned improvements, we will prepare one set of Record Drawings for the first phase of the subdivision. In doing so:

1. We will collect field survey data for the top and flow line elevations of all installed sanitary sewer manholes, and for the distances between the manholes.
2. We will illustrate those sanitary sewer manholes, sewer mains and service connections on the Record Drawings, utilizing information provided by your contractor. As such, record drawings illustrate the contractor's data, not necessarily "as-built" conditions. We are not responsible for assuring the accuracy of contractor data, nor are we responsible for obtaining any field data, beyond that specifically described herein, in preparing Record Drawings.
3. We will then submit the Record Drawings to the appropriate authorities.

**PROPOSED SCHEDULE**

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this Contract and return it to us with your signature. Through this Contract you acknowledge that, as well as your understanding that municipalities and regulatory agencies may also require subsequent revision to the plans.

**FEES - BASIC SCOPE OF SERVICES**

We agree to provide the Basic Scope of Services listed above in exchange for your payment of the following fees:

<b>A. Boundary Survey</b>	<b>For a Lump Sum Fee of \$ 9,000.00</b>
<b>B. Topographic Survey Services</b>	<b>To be supplied by Client in AutoCAD format</b>
<b>C. Preliminary Plat Services</b>	<b>For a Lump Sum Fee of \$ 3,500.00</b>
<b>D. Improvement Plans &amp; Bidding Assistance</b>	<b>For a Lump Sum Fee of \$ 9,500.00</b>
<b>E. Sanitary Sewer Lift Station</b>	<b>For a Lump Sum Fee of \$ 15,000.00</b>
<b>F. Construction Staking Services</b>	<b>For a Lump Sum Fee of \$ 8,000.00</b>
<b>G. Final Plat Services</b>	<b>For a Lump Sum Fee of \$ 5,000.00</b>
<b>H. Construction Phase Services</b>	<b>For a Lump Sum Fee of \$ 5,000.00</b>
<b>I. Record Drawings</b>	<b>For a Lump Sum Fee of \$ 2,000.00</b>

- ✓ **J. Reimbursable Costs** - You also agree to reimburse us for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.



## BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:

- A. For any services we provide, we will bill you on a monthly basis for services provided to date.
- B. For any fees for Reimbursable Costs, we will bill you on a monthly basis for actual costs plus any markup.

Should submission of any of the surveys, studies, plats or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you cannot retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

## INFORMATION WE NEED FROM YOU

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. A current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it.
2. An electronic CAD file of the topographic survey of the project site in an AutoCAD 2012 format so that we can import it into our plans. The drawing of the building must be accurate, with correct angles, dimensions and form a closed geometric shape. Since architects often rely upon printed rather than electronic versions of drawings, some may not be as concerned with accuracy to this level. However, precision in those drawings is vital when construction staking and layout may be performed from the electronic data. You agree that when providing us with any such data from someone else, our scope of work does not include resolving errors or inaccuracies in those data, and that we are not obligated to do so without additional compensation.
3. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

## ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.



### EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our Basic Scope of Services. Specifically Excluded Services are:

1. Preparing applications to EDA for grant funds. Typical cost for grant application preparation is \$2,500.00.
2. Preparing an Intersection Design Study or construction plans for any Illinois Route 161 improvements.
3. Performing any geo-technical or soils testing.
4. Performing any environmental assessment.
5. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
6. Designing any irrigation system.
7. Designing any site lighting plan.
8. Performing any water main testing including domestic or fire flow, pressure, or bacteriological testing.
9. Verifying that the work of an architect or any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

### INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this Contract as Attachment II -- Schedule of Insurance. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability / Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, "reasonably affordable" and "commercially available" mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

### RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our Basic Scope of Services listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

You also agree to obtain and grant to us permission to erect a sign on the project site, should we choose to do so, identifying us as the project engineer and / or surveyor, and to allow that sign to remain on site during construction, reasonably protected from damage.

### QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.



**SPECIFIC TERMS AND CONDITIONS**

This Contract is based upon the following specific terms and conditions:

1. The preliminary concept layout you have provided or selected conceptually represents the basic subdivision layout that you desire. We may therefore rely upon that concept in proceeding with design.
2. Although the subdivision may be developed in phases, we will provide the design engineering authorized by this Contract for the entire development at one time.
3. You, and / or the owner, are responsible for paying any and all permit and / or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
- \* 4. This Contract does not provide for any design of fire pumps, fire flow testing, or off-site water main. The contract and our pricing assumes that the closest available water main is located immediately adjacent to the site and is adequate in pressure and capacity to provide service to this development.
5. This Contract does not provide for the design of private utilities including, but not necessarily limited to, natural gas, electric, cable TV, and telephone. The contract and our pricing assumes that the design of said utilities will be undertaken by the respective utility companies.
- \* 6. The fees we have quoted for Construction Staking Services assume you will organize and coordinate your requests for staking so that our survey crews are able to provide a minimum of four (4) hours of staking services with each trip to the job site. If you regularly request that we provide staking for less than this four hour minimum, we will incur additional travel time between our office and the job site, the cost of which has not been included in our fee. We may therefore invoice you for these as additional services and as an additional cost to this Contract.
7. The construction staking scope of work, and therefore the fees we have quoted to you, do not include any staking for sanitary sewer laterals, water meter locations, or utility conduit locations.
- \* 8. As noted earlier, any time required to re-stake structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract.
9. In order to insure that you are aware of requests for restaking, and in order to make sure that you are approving the additional costs for that staking, all requests from your selected General Contractor or Sub-Contractors for construction staking services should be routed through you to us.
10. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
- \* 11. If we have agreed to a lump sum fee for our services, that fee, as proposed, does not include generating multiple versions of the civil engineering site design, or making continual revisions to the civil engineering site design resulting from multiple revisions to architectural plans.
- \* 12. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
- \* 13. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
14. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.



- ↓ 16. When we submit any plans, plats or documents to the reviewing municipality, we do so in accordance with their codes and regulations, unless you are seeking a variance or unless you are attempting some other relief from the enforcement of those codes. Municipalities may or may not grant such relief. They may also impose additional demands upon the project and plans, some of which may be arbitrary or discretionary and therefore not clearly defined or discernable in the codes. Therefore, following your approval and the subsequent submission of any plans or plats to the reviewing municipal authorities, any revisions required by the municipality that in our opinion require significant change and are not prompted by our error or omission, may be invoiced to you as additional services and as an additional cost to this Contract.
16. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
- \* 17. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.

**ATTACHMENTS**

The following are attached to this Contract and are hereby incorporated into the Contract and made part of it by this reference.

- ATTACHMENT I: GENERAL TERMS AND CONDITIONS**
- ATTACHMENT II: SCHEDULE OF INSURANCE**



**ACCEPTANCE**

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT on this \_\_\_\_\_ day of January 2015.

**CITY OF FAIRVIEW HEIGHTS**

\_\_\_\_\_  
Gail Mitchell  
Mayor, City of Fairview Heights

**THOUVENOT, WADE & MOERCHEN, INC.**

\_\_\_\_\_  
Marsha J. Maller, P.E.  
Land Development Manager

**Address for giving notices:**  
10026 Bunkum Road  
Fairview Heights, Illinois 62208  
Tel. No. 618-489-2000  
Fax No. 618-489-2099  
E-Mail: [mally@cofh.org](mailto:mally@cofh.org)

**Address for giving notices:**  
4940 Old Collinsville Road  
Swansea, Illinois 62226  
Tel. No. (618) 624-4488  
Fax No. (618) 624-6688  
E-Mail: [mmaller@twn-inc.com](mailto:mmaller@twn-inc.com)

**ARROWHEAD BUILDING SUPPLY INC.**

\_\_\_\_\_  
Larry Saxe  
Vice-President - Owner

**Address for giving notices:**  
13 Guenther Blvd  
St. Peters, Missouri 63376  
Tel. No. 314-565-3190  
Fax No. 636-970-2250  
E-Mail: [larry@arrowheadbuildingsupply.com](mailto:larry@arrowheadbuildingsupply.com)



ATTACHMENT I - GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ASSIGNMENT. Neither you or we can transfer, subcontract or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: If you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- CERTIFY, CERTIFICATION: A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
COST ESTIMATE: An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
DAY, DAYS: The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
INSPECT, INSPECTION: The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
RECORD DOCUMENTS: Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
When you see the words "us", "we", and "our" they generally refer to TWM INC., as well as our officers, partners, employees, agents and subconsultants.
When you see the words "you" or "your", they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.



ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and / or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this Contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we can not agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

CONFIDENTIALITY. If any data or information furnished to us by you is marked CONFIDENTIAL, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any subconsultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend to share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses those data for any other purpose or work.

**ELECTRONIC MEDIA/FILES.** Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted error(s) might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses those data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

**UNAUTHORIZED CHANGES.** In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

**SUPPLANTING DESIGN PROFESSIONAL.** If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

**DEFECTS IN SERVICE.** Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

**BETTERMENT.** Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place; in other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

**CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**CERTIFICATIONS, GUARANTEES, & WARRANTIES.** We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and can not otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

**CONTINGENCY.** You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and / or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our subconsultants with respect to such increased costs.

**NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.



### ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

**DISPUTE RESOLUTION.** Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

**STATUTES OF REPOSE.** Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

**THIRD PARTY BENEFICIARIES:** Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contracts with contractors and other entities involved in this project to carry out the intent of this Section.

**FAILURE TO PAY FOR SERVICES PROVIDED.** Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1 1/2) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among other things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

**GENERAL INDEMNIFICATIONS.** We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, of those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

**LIMITATION OF LIABILITY.** The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$25,000. This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.

## Mike Malloy

---

**From:** Marsha J. Maller <mmaller@twm-inc.com>  
**Sent:** Thursday, January 08, 2015 7:37 AM  
**To:** Mike Malloy  
**Cc:** S Larry (larrys@arrowheadbuildingsupply.com)  
**Subject:** RE: Arrowhead Industrial Park  
**Attachments:** 2015-1-8 Contract Arrowhead Industrial Park.pdf

Mike and Larry

Please find attached a revised contract. I have added the bike path design to the improvement plan scope. The price is the same.

Thanks,

**THOUVENOT, WADE & MOERCHEN, INC.**

**Marsha J. Maller, PE**

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

Tel. No.: 618.624.4488 E-Mail: [mmaller@twm-inc.com](mailto:mmaller@twm-inc.com)

**From:** Mike Malloy [<mailto:malloy@cofh.org>]  
**Sent:** Wednesday, January 07, 2015 4:30 PM  
**To:** Marsha J. Maller  
**Cc:** S Larry ([larrys@arrowheadbuildingsupply.com](mailto:larrys@arrowheadbuildingsupply.com))  
**Subject:** RE: Arrowhead Industrial Park

Marsha,  
I believe you neglected to include the section of the Trall Loop on the 38 acres.  
Thanks  
Mike

**From:** Marsha J. Maller [<mailto:mmaller@twm-inc.com>]  
**Sent:** Wednesday, January 07, 2015 3:24 PM  
**To:** Mike Malloy; S Larry ([larrys@arrowheadbuildingsupply.com](mailto:larrys@arrowheadbuildingsupply.com))  
**Subject:** Arrowhead Industrial Park

Mike and Larry



July 1, 2015

**Request for Proposals**

**Developer for Mixed Use Commercial/Residential Transit Oriented Development  
Fairview Heights, IL**

I. RFP Objective

The City of Fairview Heights, Illinois<sup>1</sup> is seeking a Developer to construct a Mixed Use Commercial/Residential Transit Oriented Development (TOD) adjacent to the existing Fairview Heights MetroLink station.

The Fairview Heights station is one (1) of thirty-seven (37) stations on the MetroLink system in the Greater St. Louis Metropolitan area with a portion of the system being in operation since 1995. At present the system contains some 46 miles of track. Stations are located as far west in Missouri as Lambert International Airport and as far east in Illinois as Shiloh Scott Air Force Base.

At present the Fairview Heights station area is a "Park and Ride" facility only with no TOD related commercial or residential development on or adjacent to the station. MetroLink (Bi-State Development Agency) owns approximately eight (8) acres immediately adjacent to the Fairview Heights Station with other developable land within a ½ mile radius of the station being privately held. BSDA has conceptually agreed to work with the selected Developer in either a sale, lease, joint development scenario or other scenario, to be determined at a future date based on Developer's actual proposal, for all or part of the BSDA property with the condition that any existing parking spaces within the Park and Ride lot lost to development shall be replaced by the developer on a 1 to 1 basis. Within the eight (8) acres is a designated "area of artifacts" which all developers must address via preservation and/or incorporation of an active dig component into the overall mixed use development.

In July of 2013 Design Workshop in conjunction with East-West Gateway Council of Governments produced a Fairview Heights Station Area Plan which consists of four (4) phases envisioned to be built out over a twenty (20) year period. The station area plan is designed to be conceptual only and deviations from the plan, per se, by a developer are welcome.

The entire area of the Station Area Plan is within the Corporate Limits of Fairview Heights, a Home Rule City in the State of Illinois. A Tax Increment Finance District, covering all of the area within the Station Area Plan has recently been enacted. Further, the City has applied for Enterprise Zone status with the State of Illinois for the same area and hopes to be awarded such Enterprise Zone Status in September 2015.

<sup>1</sup> In conjunction with the Bi-State Development Agency, Federal Transportation Administration, and St. Clair County Transit.

A small portion (west of platform) of the Station Plan Area is within a Zone AE Floodway Area. Further, the Station Area is scheduled in September 2015 to be connected to the existing section of the MetroLink Trail with the completion of a segment westward from the Memorial Hospital Station.

Design features for the initial phase (Phase I) shall include:

1. Commercial (street level) development
2. Residential (2<sup>nd</sup>/3<sup>rd</sup> story) apartments/condominiums
3. Replacement parking for any lost Park and Ride spaces
4. Preservation and/or development of an active dig area for the "Designated Area of Artifacts to protect or display Indian civilization remains on a permanent basis.
5. Incorporation of a bike/walking trail within the proposed Mix Use Development to connect to the MetroLink trail
6. Outparcel Commercial/Residential development
7. Indicate acreage required by developer
8. Elderly housing is preferred, but not required

Developers are welcome to propose specific types of development for Phase II, III, and IV. Developer is only required to submit a Proposal for Phase I.

All interested developers shall be provided a Fairview Heights Station Developers Packet after receipt of a \$100.00 which is non-refundable.

Contained within the Developers Packet will be the following:

1. Fairview Heights Station Area Plan
2. TIF #4 Eligibility Study
3. TIF #4 Redevelopment Plan
4. Enterprise Zone application
5. Comprehensive Plan
6. Flood Insurance Rate Map

Ultimately, the City<sup>1</sup> envisions that a Public/Private Partnership will be entered into with the successful developer to construct Phase I and possibly Phase II, III, and IV of the project. From a Zoning perspective the City's Comprehensive Plan designates the area, Transit Oriented Mixed Use Commercial and Residential, and any proposed development will be considered for approval, Zoning wise, through a PUD process.

The overall objective of the Station Area Plan is to stimulate economic development by addressing housing, community development, transit,

employment and business growth within ½ mile of the existing Fairview Heights MetroLink Station.

**Submittal Information**

Developer is asked to explain their experience, knowledge, skills, and abilities in constructing a Mix Use Transit Oriented Development. All proposals received in response to this RFP shall be considered non-binding. All costs expended for submitting a proposal for this RFP will be incurred by the submitting developer.

**RFP Schedule**

<b>Date</b>	<b>Activity</b>
July 1, 2015	RFP Released
August 14, 2015	Deadline to submit questions for a pre-proposal conference call. All questions and requests for conference call detail should be submitted via email to <a href="mailto:malloy@cofh.org">malloy@cofh.org</a>
August 21, 2015	Pre-Proposal Conference Call
October 30, 2015	RFP responses due
November 6, 2015	Internal review of RFP responses
November 13, 2015	Notifications for interviews of top three (3) proposals
December 3 and 4, 2015	Interviews in Fairview Heights
December 18, 2015	Selection of Developer
January 2, 2016	Negotiations begin with selected Developer
March 5th , 2016	Negotiations completed
March 2017	Anticipated Phase I construction begins

RFP proposals should be clearly marked Developers Proposal Fairview Heights Station Area Plan on the outside mailing envelope and be mailed or hand-delivered to:

**City of Fairview Heights  
 Attention: Mike Malloy, Director of Economic Development  
 10025 Bunkum Road  
 Fairview Heights, IL 62208**

All proposals become the property of the City of Fairview Heights, and will not be returned. Developers should submit an original (marked), one digital version, and five (5) copies, signed by the business signature authority. The Developer is

responsible for obtaining necessary authorization for all such use of the documents and information, and for assuring that such copying and use in conformance with laws related to trademarks and copyrights. Any documents of information for which the Developer has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Developer agrees to indemnify, defend, and hold the City of Fairview Heights, its officials, and employees harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the proposal.

Format and Content:

1. Title sheet with the legal name and address of company
2. Executive Summary
3. Company History and Staffing
4. Mixed Use Transit Oriented Development Experience
5. Proposal Components
6. Estimated Total Project Cost by Phase
7. References

To be considered complete, proposals must provide a complete response to the information requested below:

Company History & Staffing:

1. Provide a narrative history of your company that includes the Developers approach to the project.
2. Provide the size of your company.
3. Provide information on the number of years that your company has been in business along with your physical location and legal structure.
4. Provide an organizational chart for your company that includes names and responsibilities of key personnel participating in the project. Clearly specify which personnel will work on various aspects of the project, including the project principal and project manager.
5. Provide financial statements for the last three years.
6. Provide a copy of your organizations' Certificate of Insurance and coverage amount carried for Developer services, including the insurance company contact information.
7. Present resumes of all key personnel. Include names and addresses of all firms involved in the project with related projects on which each firm has performed comparable work during the last five years. For subcontractors, provide the reasons for subcontracting, relevant personnel and resumes.

Mixed Use Transit Oriented Development Experience:

1. Provide a comprehensive description of your Mixed Use Transit Oriented experiences. Specifically, not the size and timelines associated with each project.
2. Describe your previous experience with Mixed Use Transit Oriented projects
3. Provide examples of two (2) presentations to Public Boards, Commissions, and/or City Council/County Administrators for other Mixed Use Transit Oriented Projects.

Proposal Components:

-Outline proposed activities of Developer for the four(4) following phases;

- 1.Preliminary Design and Engineering
- 2.Preparation of Engineering Drawings and Construction Documents
- 3.Construction
- 4.Construction Management

Estimated Total Project Cost By Phase:

1. Provide detailed costs for the construction of each phase (Phase I required) this project (level of effort, cost by tasks and cost summary). Include a project timeline and estimated dates of completion for each phase.

References:

1. Provide a total of five professional references of which two (2) should relate to construction of a Mixed Use transit Oriented Development project. Reference detail should include:
  - Name of organization
  - Name of project(s)
  - Project timeframe, start and end date
  - Contact information (Name, Title, Phone Number, Mail and Email addresses)
  - Brief description of work activities associated with project.

General Terms and Conditions:

1. **QUALIFICATIONS OF OFFERORS:** City of Fairview Heights may make such reasonable investigations as deemed proper and necessary to determine the ability of the Developer to perform the services and Developer shall furnish to the City of Fairview Heights all such information and data for this purpose as may be requested. City of Fairview Heights further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy City of Fairview Heights that such Developer is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

2. **AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF ILLINIOS:**  
A Developer organized as a stock or nonstick corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the State of Illinois as a domestic or foreign business entity as required by law. Any business entity described above that enters into a contract with City of Fairview Heights, shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State of Illinois, if so required, under by law, to be revoked or cancelled at any time during the term of the contract. City of Fairview Heights may void any contract with a Developer cancelled at any time during the term of the contract. City of Fairview Heights may void any contract with a Developer fails to remain in compliance with the provisions of this section.

# Phasing Strategy



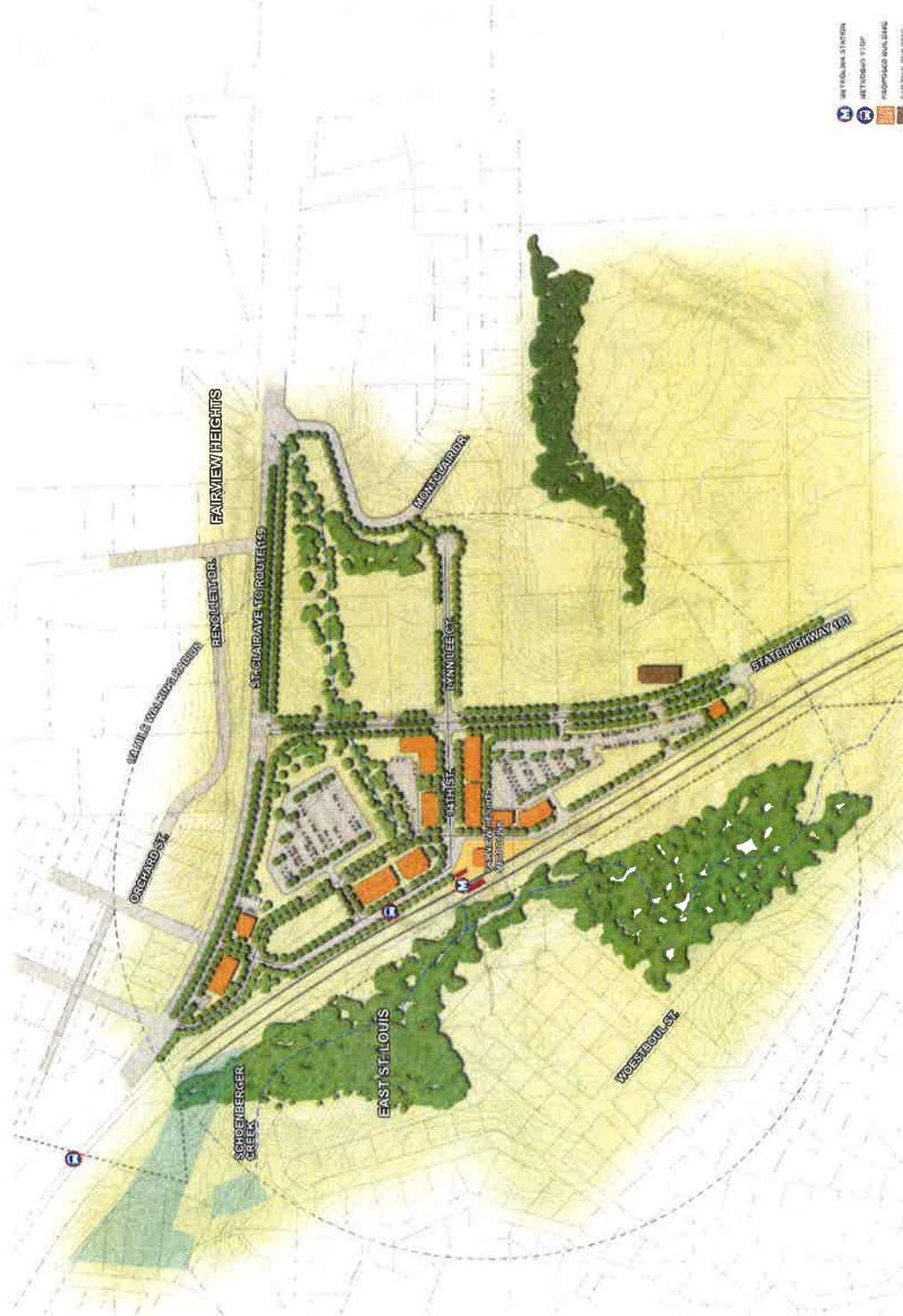
## Phase 1

Phasing at the Fairview Heights station has been considered in four segments. Phase 1 formalizes the entrance into the station area on 94th Street by creating definition with new development fronting both sides of the street. This axis is important in highlighting the visual and physical connection to the station platform. The new development will provide services for transit riders, local commuters, and future station area users. This phase of development maintains all existing surface parking.

Phase 1 is more likely to contain convenience retail uses initially, including sundries, dry cleaners, a bank, and the like, along with perhaps a very small residential or office component. Phase 1 may encompass the first five years, or up to the first ten years of initial development activity. During this phase, all land uses to the east of Route 161 would likely remain in their current configuration. Phase 1 represents a degree of development that ties fairly closely with the conclusions of the market study. Phases 2 through 4 primarily represent either a long term "vision" for additional growth in the Fairview Heights area, or the repositioning of existing square footage of space into new or different buildings over time.

## Phase 2

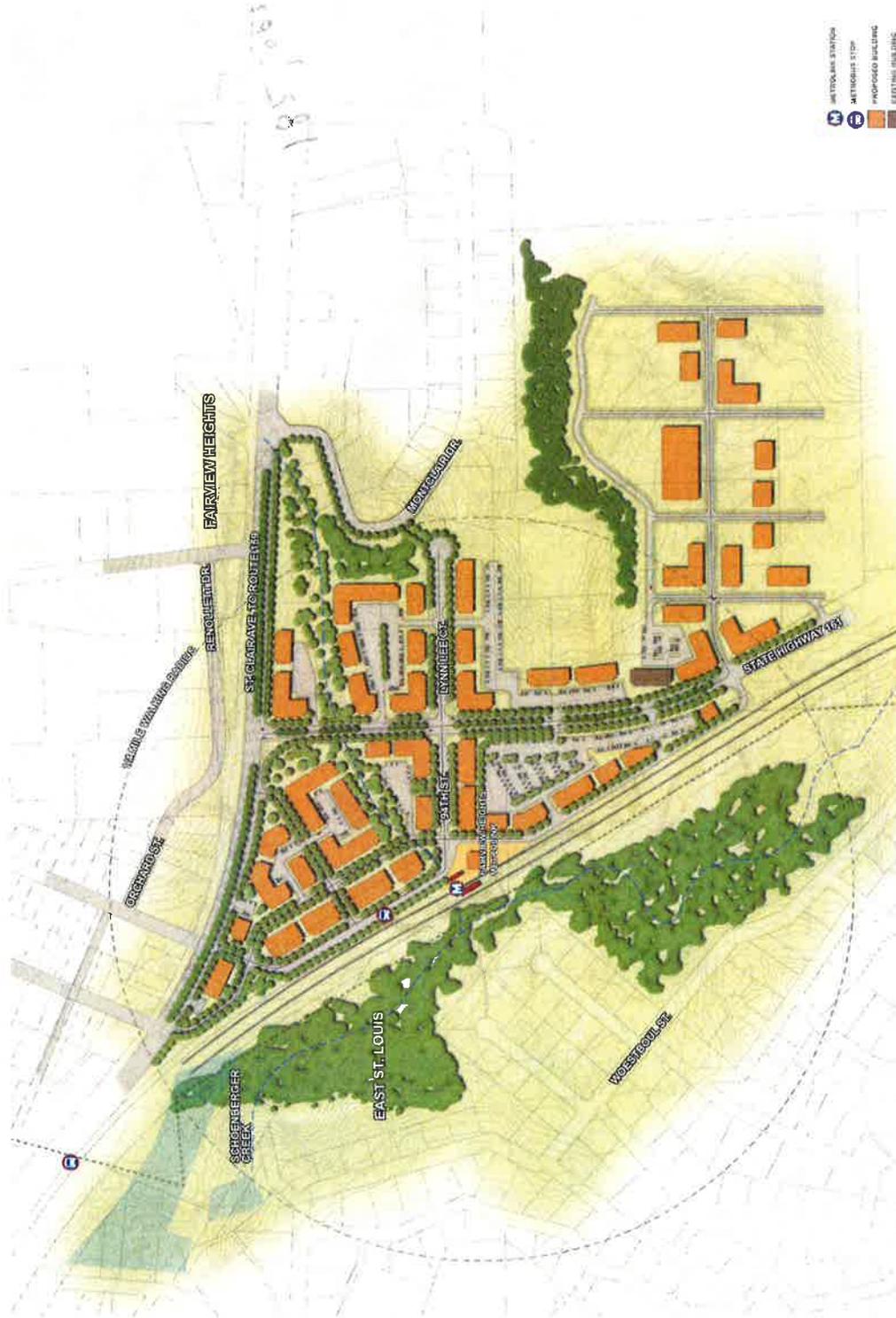
Phase 2 begins to expand development around the station platform. This new development may include a mixture of residential, office, and retail uses. A few buildings may develop along St. Clair Avenue, to the north, to serve commuters. Commuter lots are maintained through Phase 2, providing parking in the northern portion of the Metro owned property and to the south.





Phase 4

Phase 4 envisions the eventual development of the French Village Industrial Park area, to the south and east of Route 161, as a business park area. The plan anticipates the road network for the French Village area logically connecting up with the road network for the Fairview Heights station area in order to encourage greater use of the light rail line by business park users.



**WEST TIF #4**  
Redevelopment Project Area  
Tax Increment Financing (TIF)

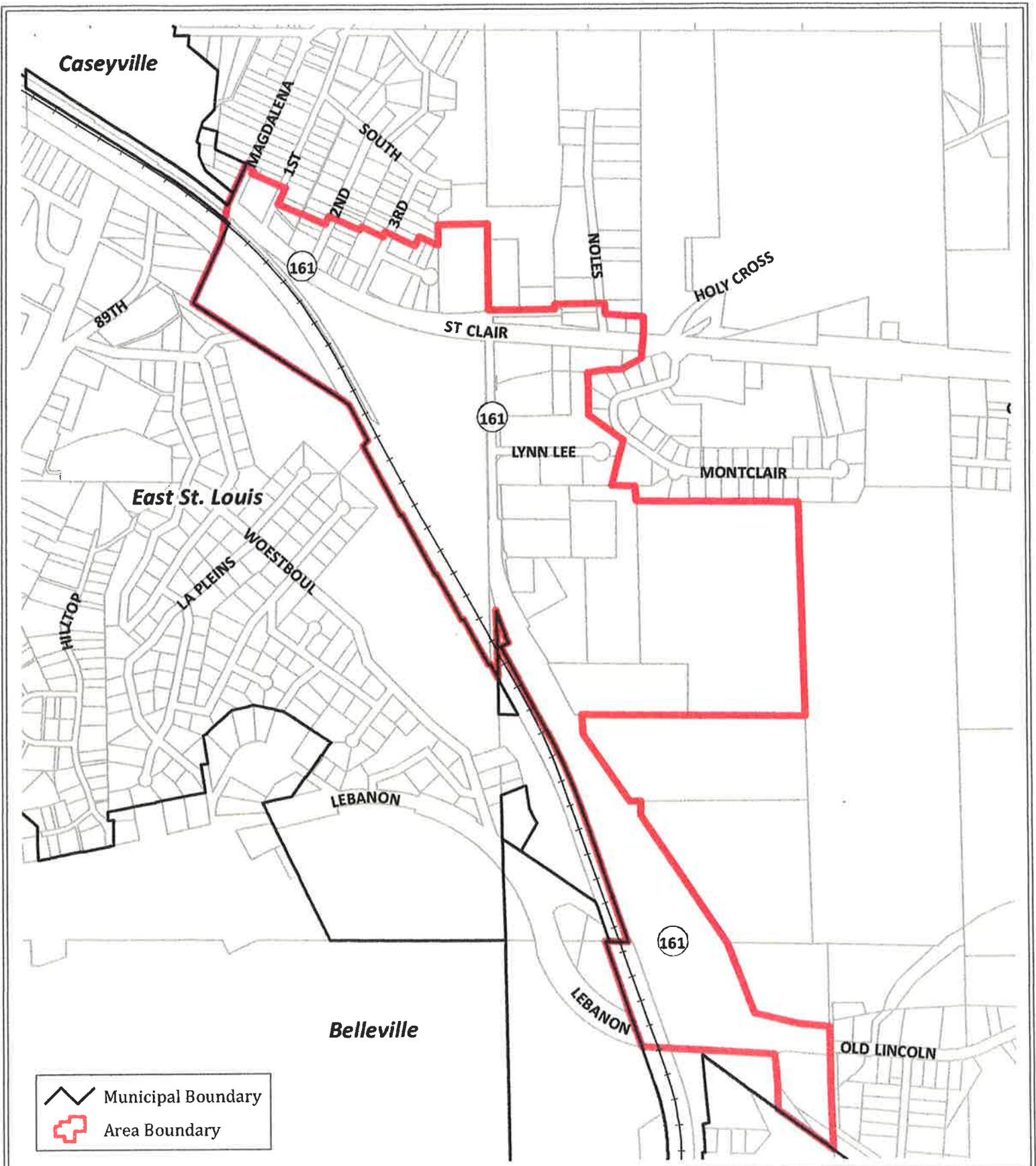
**ELIGIBILITY STUDY**

City of Fairview Heights, Illinois

October 7, 2014

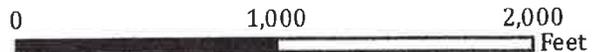


Economic Development Resources  
St. Louis, Missouri



Fairview Heights West TIF #4  
 Tax Increment Financing Eligibility Study  
 City of Fairview Heights, Illinois

## EXHIBIT A Boundary Map



**WEST TIF #4**  
Redevelopment Project Area  
Tax Increment Financing (TIF)

**REDEVELOPMENT PLAN**

City of Fairview Heights, Illinois

November 25, 2014

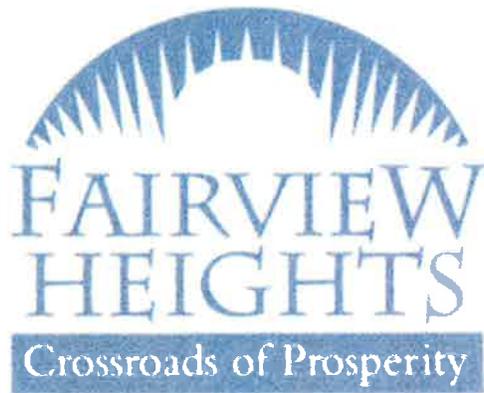
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Economic Development Resources  
St. Louis, Missouri

**PROPOSED FAIRVIEW HEIGHTS  
ENTERPRISE ZONE**

**ILLINOIS ENTERPRISE ZONE PROGRAM  
APPLICATION FOR NEW DESIGNATION**



*City of Fairview Heights, Illinois*

December, 2014



## CITY OF FAIRVIEW HEIGHTS

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

December 17, 2014

Illinois Department of Commerce and Economic Opportunity  
c/o Ms. Kendalynn Jackson, Enterprise Zone Manager  
Enterprise Zone Program  
500 East Monroe, Fourth Floor  
Springfield, Illinois 62701

Re: Proposed Fairview Heights Enterprise Zone

Dear Ms. Jackson:

The City of Fairview Heights is pleased to provide you with the enclosed Application for New Designation for the proposed Fairview Heights Enterprise Zone.

Economic growth and revitalization requires the continuous and cooperative partnership of the public and private sectors to create environments which are conducive to investment, production and employment. The City of Fairview Heights is applying to designate its first Enterprise Zone in order to stimulate commercial and industrial growth, and retention, within specific areas of our community. The City wishes to target its resources to specific portions of the community in order to maximize local economic development activities. The area of the proposed Enterprise Zone has been identified due to its prominent positioning in the City, its demonstrated lack of growth, and the City's recognition of where Enterprise Zone benefit is especially needed to foster economic development and redevelopment.

If you have any questions or comments concerning the City's Application, or if you require any additional information, please call me at (618) 489-2000.

Respectfully,

  
Gail D. Mitchell, Mayor  
City of Fairview Heights

cc: Rep. Jay C. Hoffman  
Sen. James F. Clayborne, Jr.

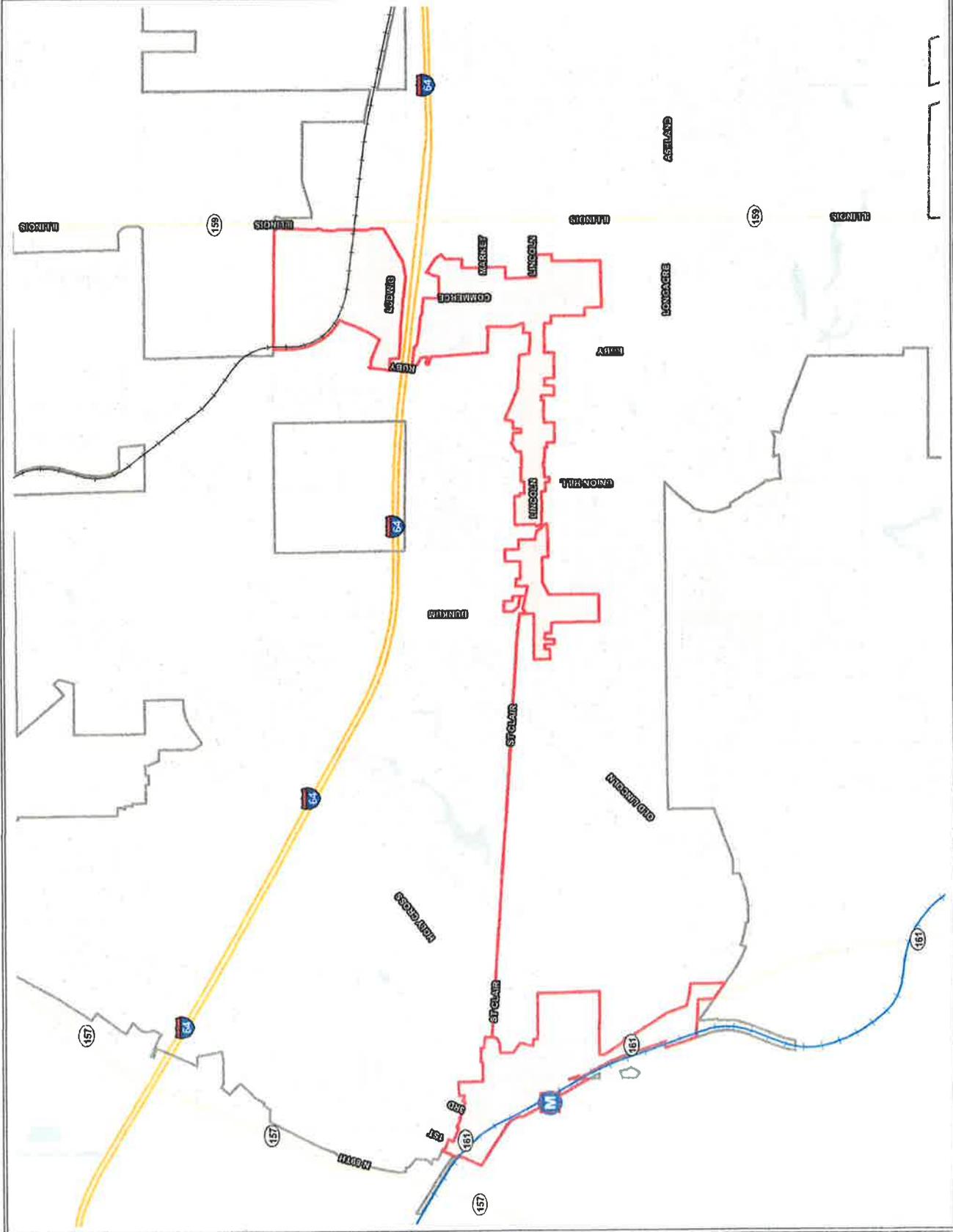
**Enterprise Zone Boundary**  
**City of Fairview Heights, Illinois**  
**EXHIBIT A**

 Proposed Enterprise Zone  
 Municipal Area



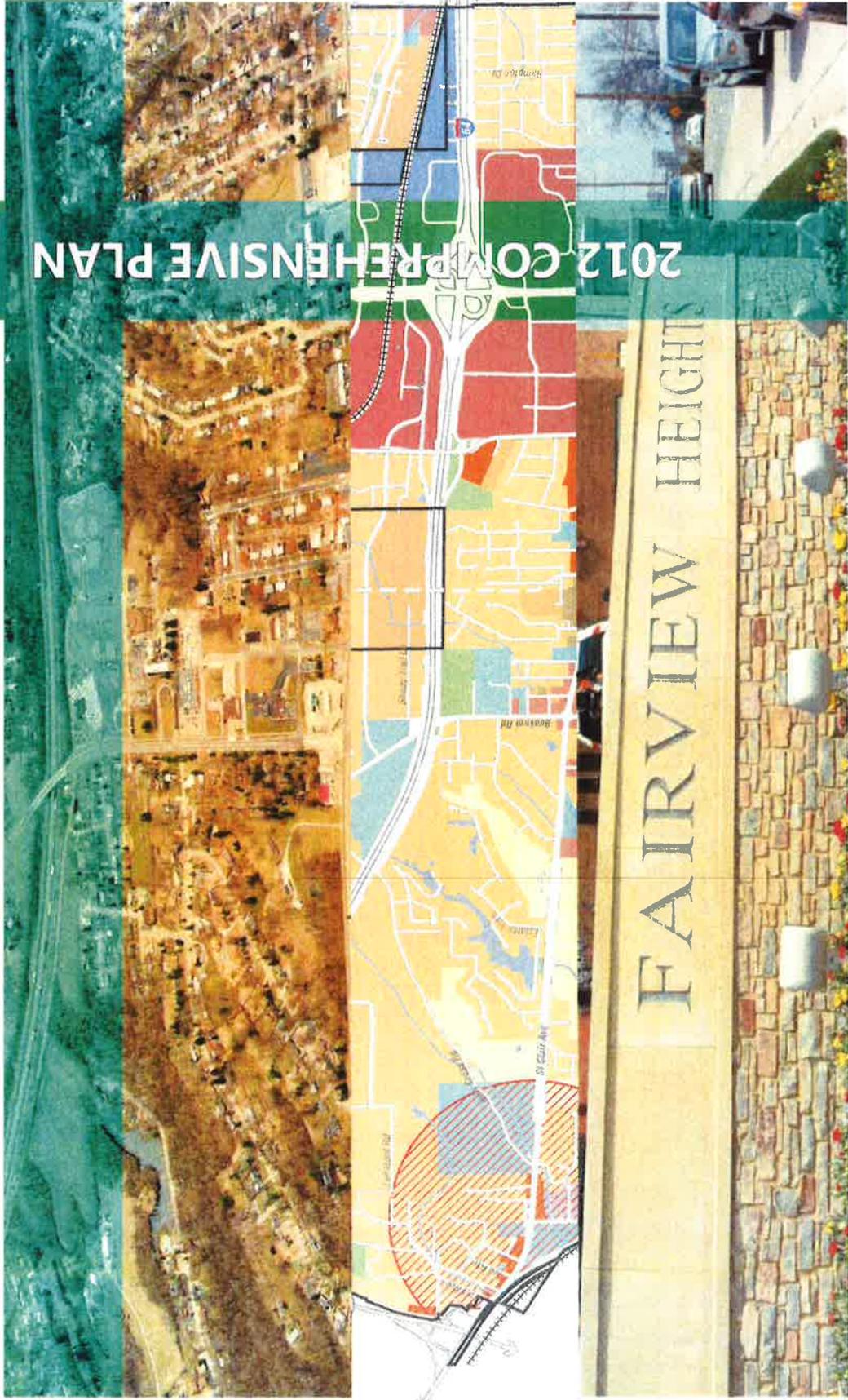
This map was prepared by Economic Development Resources, Inc. (EDR) for the City of Fairview Heights, Illinois. EDR is not responsible for the accuracy of the information shown on this map. This map and its underlying data is intended to be used as a general index to land related information and is not intended for detailed site specific analysis.

 Economic Development Resources





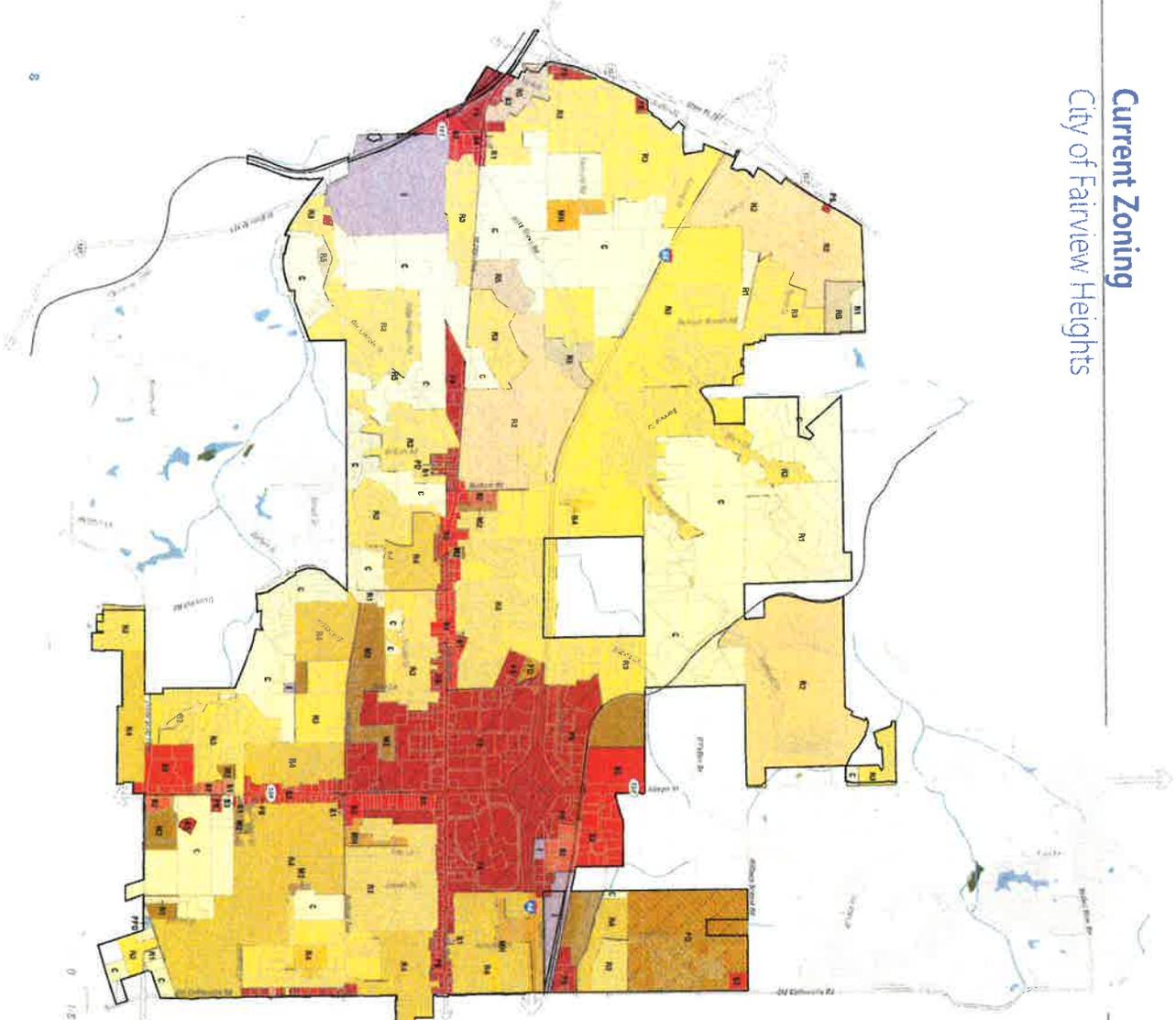
# 2012 COMPREHENSIVE PLAN



December 2012 Draft for Discussion • prepared by Houseal Lavigne Associates with assistance from Hanson Professional Services  
**City of Fairview Heights • 2012 Comprehensive Plan**

# Current Zoning

## City of Fairview Heights



### Zoning Legend

Residential Districts	Business Districts	Conservation Districts
R-1 One-Family Dwelling	R-1 Neighborhood Business	C Conservation
R-2 One-Family Dwelling	B-2 Office Business	Industrial Districts
R-3 One-Family Dwelling	B-3 Community Business	I Industrial
R-4 One-Family Dwelling	B-4 General Business	Multiple Use Districts
R-5 One-Family Dwelling	PB Planned Business	PD Planned Development District
M-1 Multi-Family Dwelling	PR Planned Professional Office	
M-2 Multi-Family Dwelling		

District	Primary Purpose/Uses	Min. Lot Area (sq. ft.)	Max. Height	FAF <sup>1</sup>
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R-1 Residential	Large single family dwellings	20,000	35'	0.5
R-2 Residential	Medium-sized single family dwellings	15,000	35'	0.5
R-3 Residential	Smaller single family lots	10,000	35'	0.5
R-4 Residential	Smaller single family lots	8,000	35'	0.5
R-5 Residential	Smaller single family lots	6,000	35'	0.5
M-1 Residential	Community residences	6,000	35'	0.5
M-2 Residential	Multi-family dwellings, Apartments	10,000	45'	1.0
PR Planned Residential	Multiple uses permitted as part of a single development		Not Specified	

### Commercial Districts

B-1 Neighborhood Business	Locally serving/convenience sales and services	10,000	25'	0.5
B-2 Office Business	Business and professional offices and compatible uses	20,000	35'	1.0
B-3 Community Business	Retail oriented commercial activities	20,000	35'	1.0
B-4 General Business	Commercial uses falling outside of other business district categories	20,000	45'	2.1
PB Planned Business	Variety of commercial developments and uses may be permitted	Two (2) acres when abutting residential uses		
PR Planned Professional Office	Professional and administrative office buildings compatible with surrounding residential uses	Not Specified		

### Industrial Districts

I Industrial	Light industry of an assembly nature from finished goods, warehousing and wholesaling activities	20,300	45'	1.0
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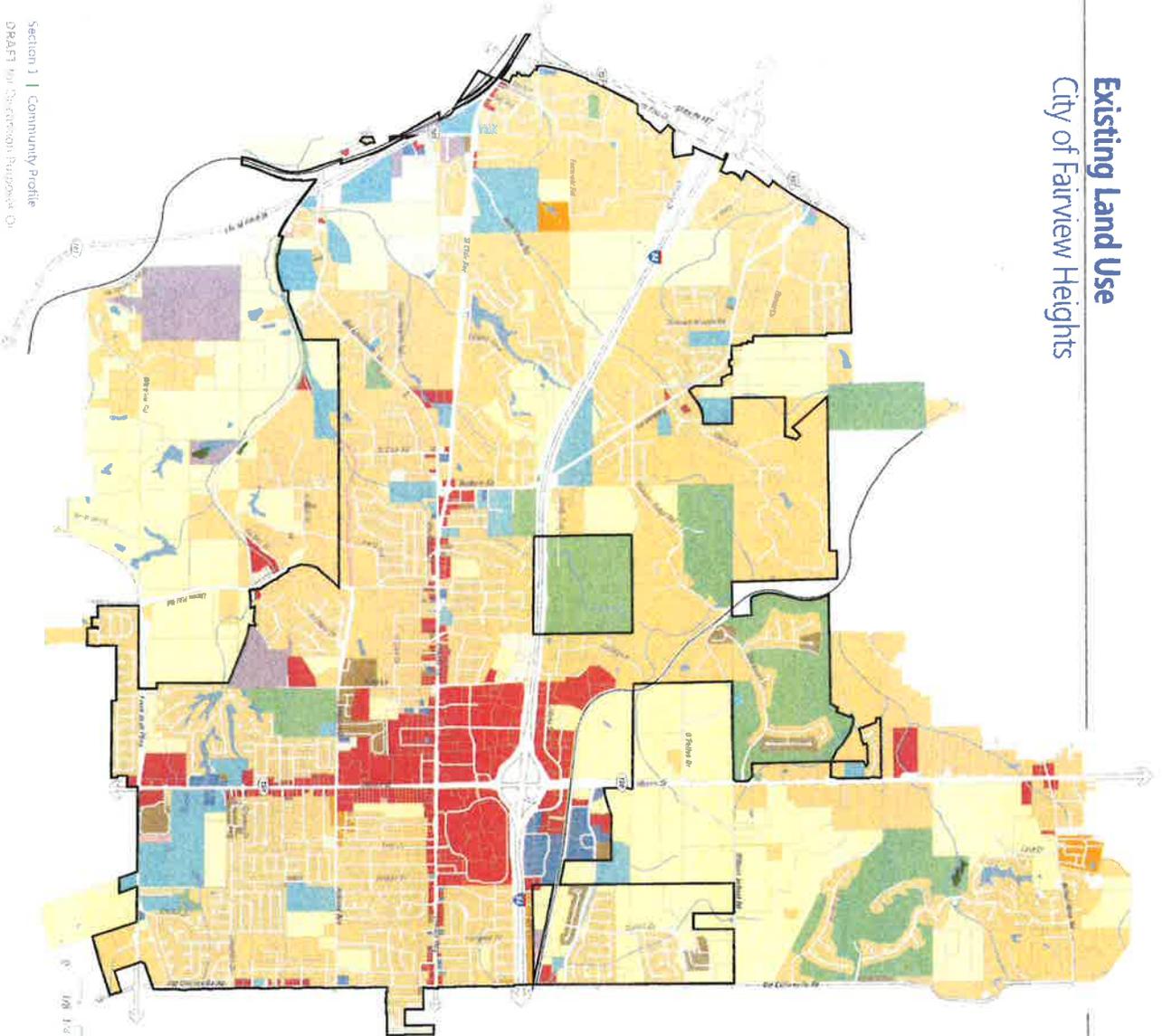
### Other Districts

C Conservation	Guide development in areas where natural topography is an impediment to development	3 acres	35'	0.5
PD Planned Development	Individually owned or managed development allowing for a mix of residential and commercial uses	5 acres; Commercial comprise < 15% of total area		
FAF - Floor Area Ratio				

FAF: 100%

# Existing Land Use

## City of Fairview Heights



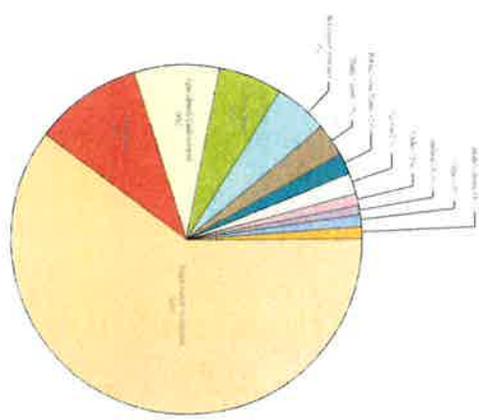
- Land Use Legend**
- Agriculture/Undeveloped
  - Single Family Residential
  - Multi-Family Residential
  - Mobile Home/
  - Recreational Vehicle
  - Commercial Retail & Service
  - Office
  - Industrial
  - Public/Semi-Public
  - Parks & Open Space
  - Utilities

1/2 1/4 1/8 1/16 1/32

1/2" NORTH

**Existing Land Use**

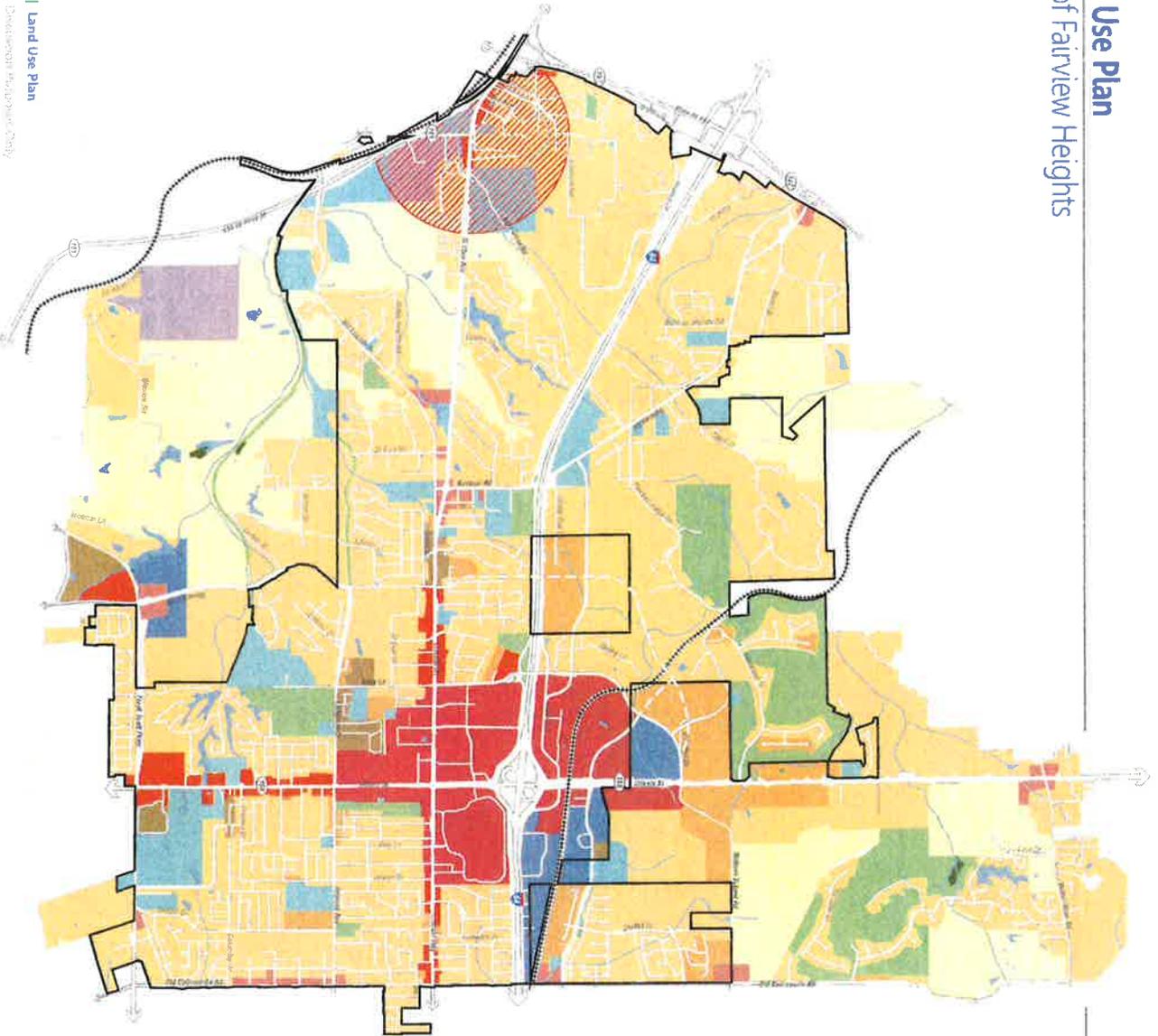
It is important to have a firm understanding of what the current land use patterns are as they will have a significant influence on the city's future growth and development. The following table highlights the existing land uses within the City of Fairview Heights.



This land use consists of agricultural areas and undeveloped or otherwise underutilized areas that are likely to experience development or reinvestment over the life of the Comprehensive Plan. Agricultural and/or undeveloped areas occupy approximately eight percent of the area within the city limits and are primarily scattered throughout the western portion of the community. There are also several large agricultural areas located to the north and northeast of the city in Caseyville, St. Clair and Carleer Townships, the most significant of which is located north of I-64, to the east of the I-70 corridor. The city's most recent residential development has occurred in this area and it is anticipated that much of the agricultural land to the northeast of the city will be developed. A large area of undeveloped land is located to the southwest in unincorporated St. Clair County.

# Land Use Plan

## City of Fairview Heights



### Land Use Legend

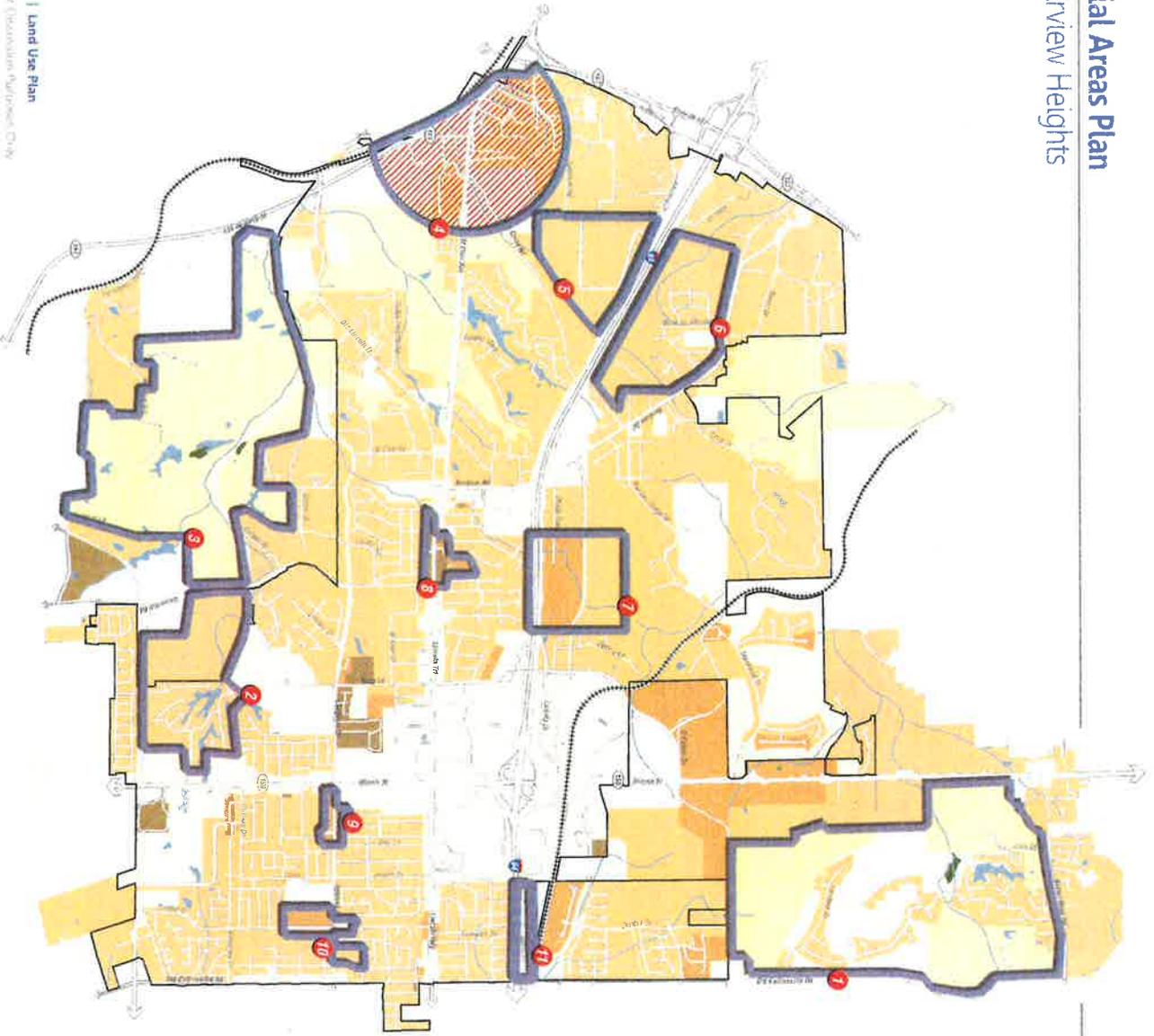
- Single-Family Residential areas should consist primarily of single family detached homes.
- Single-Family Attached Residential areas should provide a range of attached building types such as duplexes, townhomes and rowhouses.
- Middle-Family Residential areas should consist of condominiums, apartments, and senior housing developments and should be predominantly owner-occupied.
- Conservation/Open Residential areas are intended to preserve the rural character and natural setting of Fairview Heights growth areas and undeveloped natural areas.
- The Regional Commercial designation is an intense commercial land use consisting of larger commercial properties along the City's major roadways near the interstate. St. Clair Square is the primary anchor of regional commercial area.
- Corridor Commercial areas comprise linear retail areas along primary roadways and serve the needs of the larger Fairview Heights community as well as passing motorists.
- Neighborhood Commercial areas are intended to provide daily goods and services conveniently to local residential neighborhoods and should be of smaller scale and intensity.
- The Office Park designation includes areas dedicated to office uses incorporated into a "campus like" setting.
- Light Industrial/Business Park areas accommodate a range of light industrial, commercial service, and more intense business uses that are not compatible with residential uses.
- Public and Semi-Public uses include public facilities and infrastructure facilities including City Hall, police and fire stations, schools, utilities, and larger religious institutions.
- The Parks and Open Space land use designation includes public and private open space including city parks and golf courses.
- Mixed-Use Development should be encouraged in the area within 1/2 mile of the Metrolink station.
- Current Municipal Limits
- Water/Wetlands



# Residential Areas Plan

## City of Fairview Heights

Section A | Land Use Plan  
 DRAFT for Gloucester Heights City



### Residential Areas Legend

- Land Use**
- 1 Single Family Detached Residential
  - 2 Single Family Attached Residential
  - 3 Multi-Family Residential
  - 4 Conservation/State Residential
  - 5 Mixed Use Development

### Target Areas

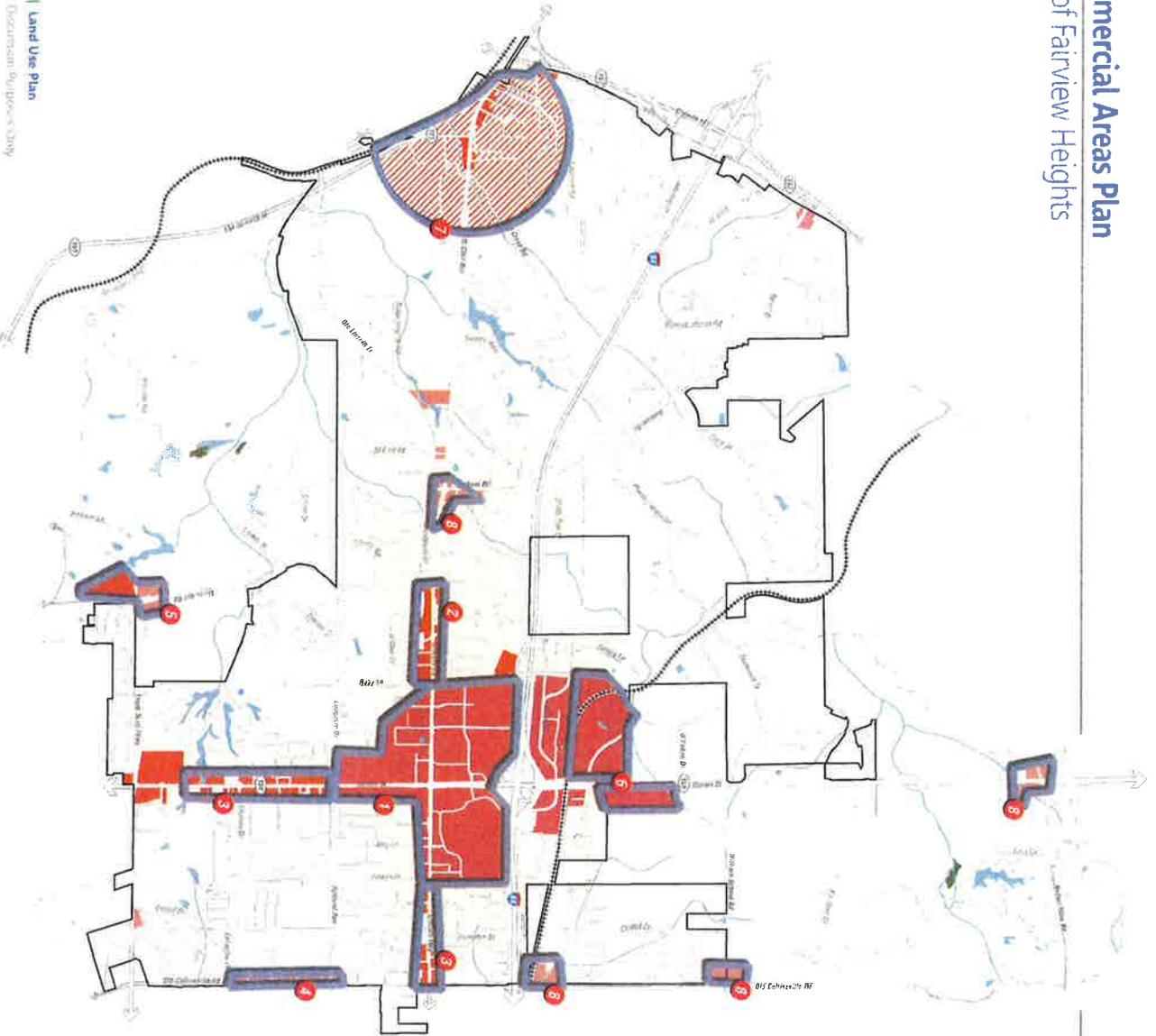
- 1 Areas adjacent to the Fox Oaks subdivision should be developed as **estate residential areas** that retain the lot dimensions of adjacent development and incorporate wooded areas and dedicated park land as appropriate.
- 2 Single family development in this area should complement the scale and character of neighborhoods to the east and landscaped berms should be used to buffer this area from adjacent roadways and commercial development.
- 3 This area has varied topography that limits development potential and extensive wooded areas that should be preserved and incorporated into **conservation/state residential neighborhoods** where possible.
- 4 **Mixed use development should be encouraged in the area surrounding the Metrolink Station** including multi-family residential.
- 5 Agricultural areas adjacent to the Forest Village neighborhood should be developed with **single family residential uses** and accessed via an extended Kasson Drive and Knipfel Road.
- 6 Completion of partially developed **single family subdivisions** and the extension of bus services to these areas should be a priority.
- 7 Access to this area will be enhanced by **I-64 access improvements to the west of I-159** and, as future development occurs, single family, attached development should be used to buffer single family detached residences from I-64.
- 8 A mix of **single family detached and multi-family development should be encouraged along this portion of Lincoln Highway** so as to increase the corridor's residential population and concentrate commercial development further east.
- 9 **Mobile home sites in this area should be replaced over time** with townhome/apartment development that improves the character of the neighborhood while buffering subject single family residents from commercial uses along I-159.
- 10 These areas are currently agricultural areas or other underutilized land and represent **high priority mixed development sites** for a mix of single family detached and attached residences as well as dedicated park land.
- 11 **Mobile home sites in this area should be replaced over time** with industrial/employment uses that better re-energize the area's location along I-64 and proximity to regional commercial areas.



# Commercial Areas Plan

## City of Fairview Heights

Section 4 | Land Use Plan  
 DRAFT for Discussion Purposes Only



### Commercial Areas Legend

- █ Land Use
- █ Regional Commercial
- █ Corridor Commercial
- █ Neighborhood Commercial
- █ Mixed Use Development
- █ Special Areas

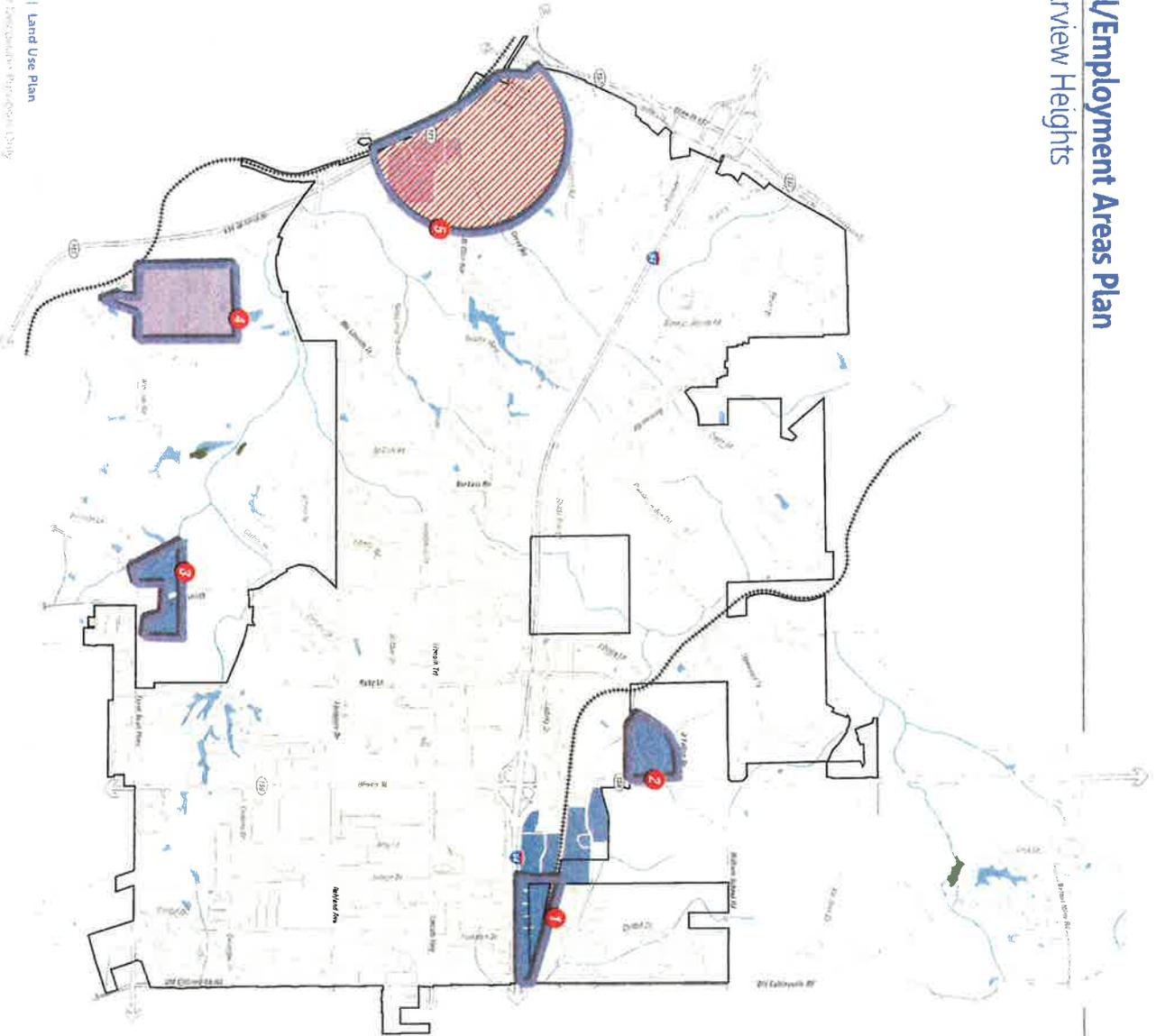
- 1 The St. Clair Square Mall and I-Route 159 interchange area will continue to be well suited for regional commercial uses. The creation of a new west-northwest access point in I-54 will make the area even more accessible to the larger Metro East region, creating the potential for new development and facilitating reinvestment in the area's existing retail centers.
- 2 The City should continue to its efforts to revitalize the Lincoln Highway corridor. While areas near the I-Route 159 intersection should continue to have a commercial focus, other types of development such as single-family attached and multi-family residential should be encouraged for areas to the west of Union Hill Road. Streetscaping, design and development should establish a stronger pedestrian focus throughout the corridor.
- 3 The commercial corridors approaching the St. Clair Square mall area should complement, not compete with nearby regional commercial areas by providing more neighborhood-oriented retailers and service providers.
- 4 Old Collingsville Road is a key north-south route along the City's eastern edge with high traffic counts. However, shallow lot depths and proximity to residential neighborhoods make this corridor better suited for neighborhood level commercial.
- 5 The opportunity exists for a commercial node to be established along the Franklin Scott Parkway at Union Hill Road. This commercial node should provide goods and services to the established neighborhood to the south, new residential areas surrounding the intersection, and visitors passing along the parkway.
- 6 This area should develop as a more intense commercial node promoting business and uses which can capitalize on improved access to I-54 and complement existing regional commercial uses to the south. The costs of making necessary finish/turn-of-utility improvements and mitigating minor sitelands issues should be considered.
- 7 The opportunity exists for commercial nodes to be established at the intersection of St. Clair Avenue (Trumbull Highway) and I-Route 159. This commercial node should provide convenience-oriented goods and services to Memorial users, passing motorists, and the French Village neighborhood to the north. Once a suitable commercial node has begun to emerge, mixed use development should also be encouraged over the long term.
- 8 Neighborhood commercial nodes should be scattered throughout the community's growth areas to provide close-to-home shopping for nearby residents.



# Industrial/Employment Areas Plan

## City of Fairview Heights

Section 4 | Land Use Plan  
 DRAFT Fairview Heights Metropolitan Council



### Industrial/Employment Areas Legend

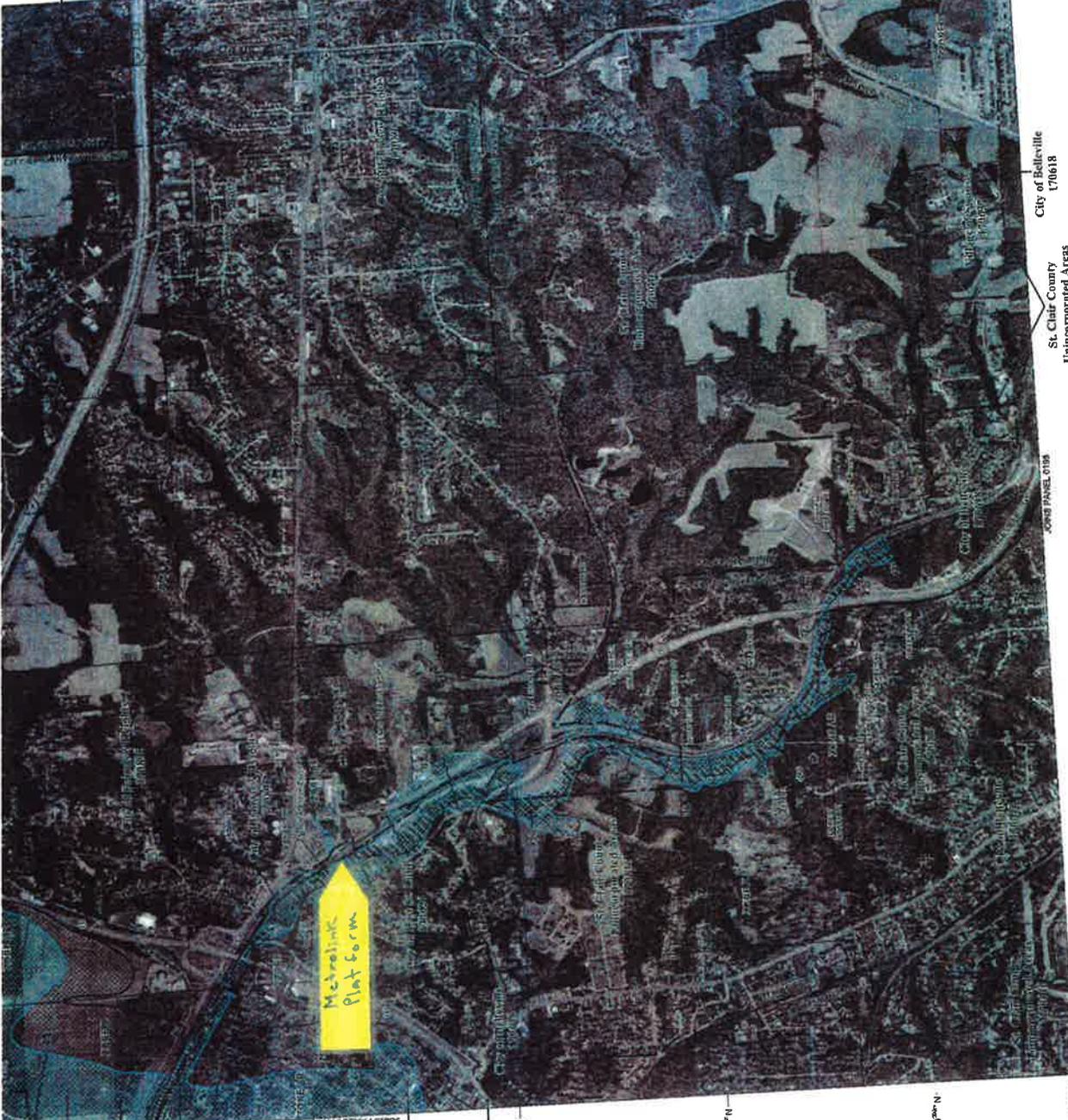
- Light Industrial / Business Park
- Office Park
- Mixed Use Development

#### Fairview Areas

- 1** Commercial development along IL Route 159 Interstate and railroad right-of-way isolate this area from other parts of the City. Building on the Fairview Heights Executive Park, this area can provide opportunities for healthcare-related uses, destination retailers or auto-dealerships that could benefit from visibility/signage along I-64.
- 2** While it is removed from regional commercial areas to the south, improved access to I-64 from the west will make this area near O'Fallon Drive and IL Route 159 more attractive to office park uses. Health care related uses are also appropriate for this area. The City should work with other service providers to ensure necessary infrastructure is in place to accommodate desired uses.
- 3** This portion of Frank Scott Parkway is an appropriate location for smaller scale office park uses with convenient access to both IL Route 159 and Union Hill Road. Development should respect the scale and character of nearby residential development and buffer these areas from traffic along the parkway.
- 4** Aves along the IL Route 151 corridor should accommodate large commercial service uses and establish an commercial corridors, such as storage facilities, repair shops and service centers, and other businesses requiring outdoor storage such lumber or landscape supply companies. Wooded areas should be retained where appropriate to isolate these uses from nearby residential neighborhoods and natural topography should be retained.
- 5** While employment-related development is likely occur over the near term, mixed use development should also be encouraged in the areas surrounding the Metrolink Station.



St. Clair County  
Unincorporated Areas  
170616



City of East  
170618  
St. Clair  
Unincorporated  
170616

City of Belleville  
170618  
St. Clair County  
Unincorporated Areas  
170616

FLOODING EFFECTS FROM MISSOURI RIVER  
Village of Caseyville  
170621  
ST. CLAIR AVE  
ZONE A/B/C/D  
(See Note to Users)

**LEGEND**

**SPECIAL RISK ZONES SUBJECT TO ADDITIONAL PREMIUMS DUE TO ADDITIONAL RISK FACTORS:**

- ZONE A:** Areas subject to flooding from the Missouri River.
- ZONE B:** Areas subject to flooding from the Missouri River.
- ZONE C:** Areas subject to flooding from the Missouri River.
- ZONE D:** Areas subject to flooding from the Missouri River.

**FLOODING EFFECTS FROM MISSOURI RIVER:**

- ZONE A:** Areas subject to flooding from the Missouri River.
- ZONE B:** Areas subject to flooding from the Missouri River.
- ZONE C:** Areas subject to flooding from the Missouri River.
- ZONE D:** Areas subject to flooding from the Missouri River.

**OTHER FLOOD ZONES:**

- ZONE A:** Areas subject to flooding from the Missouri River.
- ZONE B:** Areas subject to flooding from the Missouri River.
- ZONE C:** Areas subject to flooding from the Missouri River.
- ZONE D:** Areas subject to flooding from the Missouri River.

**STREET NAMES:**

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- N 100TH ST

**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**

**PANEL 0158E**

**FLOOD INSURANCE RATE MAP**

**ST. CLAIR COUNTY, ILLINOIS**

**AND UNINCORPORATED AREAS**

**PANEL 182 OF 555**

**SEE MAP INDEX FOR PANEL LOCATION**

**DATE: 01/15/2015**

**SCALE: 1" = 1 MILE**

**MAP NUMBER: 171300010E**

**MAP REVISED: 01/15/2015**

**Author: Emergency Management Agency**



**Status Report**  
**Economic Development Related Activities in Fairview Heights**  
**As submitted by Mike Malloy**  
**January 5, 2015**

- Proposed TIF #4 and TIF #5 Redevelopment Plans are scheduled for acceptance by the City Council on January 6<sup>th</sup>.
- Proposed Lincoln Trail Corridor Development Standards are scheduled for a 1<sup>st</sup> reading adoption by City Council on January 6<sup>th</sup>.
- The City's Enterprise Zone application has been submitted to the State of Illinois; In September of 2015, the State is scheduled to make a decision on successful applicants.
- TGI Friday's replacement restaurant is now scheduled to open in mid-February.
- Fresh Thyme Farmer's Market will open for business on January 14<sup>th</sup> after a 6:45 a.m. ribbon cutting.
- Hobby Lobby is scheduled to start construction of their new store at Fairview City Centre in the spring of 2015, with occupancy scheduled for September 2015.
- Two (2) national retailers are in negotiations with Brixmor to occupy the Hobby Lobby space at Crossroads Centre.
- Arrowhead Building Supply's recycling of asphalt shingles is scheduled to begin in the spring of 2015.
- The City and Arrowhead Building Supply anticipate selecting an engineering firm to prepare construction drawings for the proposed Phase II Business/Industrial Park in January, 2015.
- A coffee house is scheduled to open in Chateau Plaza (Hey Guys) the spring of 2015.
- Staff is working with MetroLink officials to lease all or a portion of the 8 acres to a developer(s) which is anticipated to be solicited in July, 2015 via an RFP; the City will make a formal presentation to a MetroLink Committee on March 20, 2015.
- The additional traffic counts and traffic patterns movements for the proposed streetscape Project at Plaza Drive and Market Plaza as requested by Pace Properties will be performed in January of 2015; revised Streetscape Plans are scheduled for action by the Lincoln Trail TIF Subcommittee in February, 2015.

- Meineke Muffler's Business Assistance Program (BAP) application capitalization on the Lincoln Trail Development Standards has been submitted and is anticipated to be acted upon by the Lincoln Trail TIF Subcommittee in January, 2015.
- Massage Luxe, located in the Shoppes had a ribbon cutting on December 19, 2014 and is open for business.
- The ten (10) bus shelters for installation on Lincoln Trail have been delivered to the Public Works Department.
- A prospective grocery chain has shown interest in the 5 acres on North Illinois which includes the VFW building.
- Staff is studying the possibility of having a Feasibility Study performed for a mixed-use development on Lincoln Trail to include elderly housing.
- The Cleaning Authority has moved into the former Illinois Roofing Company building on Lincoln Trail.
- The City, in conjunction with the Metro East Regional Chamber of Commerce, is in the process of preparing a new street map brochure.