



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
FEBRUARY 18, 2020
7:00 P.M.

A. Call to Order

B. Pledge of Allegiance

C. Invocation

D. Roll Call

E. Public Participation

F. Consent Agenda:

City Council Minutes – February 4, 2020

Finance Director's Report

Presentation of bills: \$2,087,997.69

G. Committee Reports

H. Communications from Mayor

I. Communications from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 5-'20, an Ordinance adopting an Economic Development Strategy for the City of Fairview Heights, Illinois. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 7-'20, an Ordinance affirming the purchase of certain real estate by the City for use as right-of-way for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Resolution No. 5-'20, a Resolution authorizing the Mayor to sign a Temporary Construction Easement for the construction of a roundabout at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Resolution No. 6-'20, a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Slayden Glass, Inc. for the repair/replace Aluminum Window System Components Project at the Fairview Heights Library. (Operations Committee)

Proposed Resolution No. 7-'20, a Resolution of understanding, commitment, and support for the City to contract with a residential single-source trash/solid waste, yard waste and recycling hauler. (Operations Committee)

Proposed Resolution No. 8-'20, a Resolution authorizing the Mayor to sign the Municipal Trash/Solid Waste, Yard Waste and Recycling Agreement with Aspen Waste Systems of Missouri, Inc. as a residential single-source trash/solid waste, yard waste and recycling hauler for the City. (Operations Committee)

NEW BUSINESS - continued

Proposed Resolution No. 9-'20, a Resolution for Maintenance under the Illinois Highway Code. (Operations Committee)

Proposed Resolution No. 10-'20, a Resolution authorizing the Mayor to enter into a Mutual Aid Agreement with the City of Madison Police Department to promote public safety and protect the general welfare of the citizens. (Administration Committee)

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
FEBRUARY 4, 2020**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Pledge of Allegiance and Invocation by City Clerk Karen J. Kaufhold.

ROLL CALL

Roll call of Aldermen present: Bill Poletti, Denise Williams, Frank Menn, Joshua Frawley, Pat Baeske, Brenda Wagner, Harry Zimmerman, Pat Peck, Anthony LeFlore and Ryan Vickers. Mayor Mark Kupsky, City Clerk Karen Kaufhold and City Attorney Garrett Hoerner were also present.

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Peck moved to approve the January 21st City Council Minutes and the Finance Director's Report. Seconded by Alderman Williams. Motion carried.

Alderman Peck moved to amend the January 21st City Council Minutes by adding "Motion carried" on the second page, Proposed Ordinance No. 2-'20 after "Seconded by Alderman LeFlore." Seconded by Alderman Baeske. Motion carried.

Motion to approve the January 21st City Council Minutes as corrected and the Finance Director's Report passed on a voice vote.

COMMITTEE REPORTS

Mayor Kupsky announced the Operations Committee will meet February 5th, 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsky stated that we may get one to two inches of snow; Mayor stated that there are scams targeting seniors and to either hang up or call the Police Department; Mayor urged the usage of The Rec during the winter months and stated that memberships have increased.

COMMUNICATIONS FROM ELECTED OFFICIALS

None.

UNFINISHED BUSINESS

Proposed Ordinance No. 3-'20, an Ordinance adopting Chapter 8 (Business Regulations), Article XVII (Adult-Use Cannabis), Sections 8-17-1 through 8-17-16 was read for the second time.

Roll call on Proposed Ordinance No. 3-'20 showed Aldermen Williams, Menn, Frawley, Baeske, Zimmerman, Peck, LeFlore and Vickers voting "Yea." Alderman Poletti "Present." Alderman Wagner voting "Nay." Proposed Ordinance No. 3-'20 passed on 8 yeas, 1 present and 1 nay.

Proposed Ordinance No. 3-'20 now becomes **ORDINANCE NO. 1860-2020**.

NEW BUSINESS

Proposed Ordinance No. 4-'20, an Ordinance granting an Area Bulk Variance to allow accessory structure at 9800 St. Clair Avenue, located in the "C" Conservation District, to exceed the square footage of the principal structure. Motion by Alderman Poletti. Seconded by Alderman Zimmerman. Proposed Ordinance No. 4-'20 was read for the first time.

Alderman Peck moved to amend Proposed Ordinance No. 4-'20, "Exhibit A," to circle (approval/denial) and strike denial. Seconded by Alderman Poletti. Motion carried.

Alderman Poletti moved to advance Proposed Ordinance No. 4-'20 to the second reading. Seconded by Alderman Frawley. Motion carried. Proposed Ordinance No. 4-'20 was read for the second time.

Roll call on Proposed Ordinance No. 4-'20 as amended showed Aldermen Poletti, Williams, Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore and Vickers voting "Yea." Proposed Ordinance No. 4-'20 passed on 10 yeas and no nays.

Proposed Ordinance No. 4-'20 now becomes **ORDINANCE NO. 1861-2020**.

Proposed Ordinance No. 5-'20, an Ordinance adopting an Economic Development Strategy for the City of Fairview Heights, Illinois. Motion by Alderman Poletti. Seconded by Alderman Wagner. Proposed Ordinance No. 5-'20 was read for the first time.

Proposed Ordinance No. 6-'20, an Ordinance granting an extension to the timeframe required to record a site Development Plan to Motomart Gas Station at 1030 Lincoln Highway within the "PB" Planned Business District. Motion by Alderman Williams. Seconded by Alderman Peck. Proposed Ordinance No. 6-'20 was read for the first time. Alderman Poletti moved to advance Proposed Ordinance No. 6-'20 to the second reading. Seconded by Alderman Wagner. Motion carried. Proposed Ordinance No. 6-'20 was read for the second time.

Roll call on Proposed Ordinance No. 6-'20 showed Aldermen Poletti, Williams, Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore and Vickers voting "Yea." Proposed Ordinance No. 6-'20 passed on 10 yeas and no nays.

Proposed Ordinance No. 6-'20 now becomes **ORDINANCE NO. 1862-2020**.

NEW BUSINESS – continued

Proposed Resolution No. 4-'20, a Resolution endorsing the St. Clair County Transit District Proposed Bike Trail System for the City of Fairview Heights. Motion made by Alderman Baeske. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 4-'20 showed Aldermen Poletti, Williams, Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore and Vickers voting "Yea." Proposed Resolution No. 4-'20 passed on 10 yeas and no nays.

Proposed Resolution No. 4-'20 now becomes **RESOLUTION NO. 4332-2020**.

Alderman Peck moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:12 P.M.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karen J. Kaufhold".

KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: February 13, 2020
Re: Finance Report – February 18, 2020 City Council Meeting

Bill List

Bill List was approved by the Finance Committee in the amount of \$2,087,997.69 to be forwarded to City Council.

Budget

Directors are in the process of preparing their FY 2020-2021 Annual Budgets. Everyone has been asked by the Mayor to analyze their budgets and cut any unnecessary costs.

PROPOSED ORDINANCE NO. 5-'20

AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT STRATEGY FOR THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS.

WHEREAS, the City engaged the i5 Group and its subcontracting consultants Colliers International, Community & Economic Development Solutions, and the Lochmueller Group to conduct an Economic and Market Analysis, identify constraints and opportunities, highlight best practices, and recommend policies and strategies to enable the City to better position itself to manage change and leverage its strengths for future economic development.

WHEREAS, the City approved a professional services contract with the i5 Group and its subcontractors on November 14, 2018;

WHEREAS, a Steering Committee of 14 local business leaders was formed to work with City staff and consultants, which body had its first meeting on February 15, 2019 with five subsequent meetings;

WHEREAS, an Assessment & Market Analysis was released for public review in April, 2019;

WHEREAS, on April 24, 2019 the City and consultants hosted Open House #1 to gather public input;

WHEREAS, on September 12, 2019 the City and consultants hosted Open House #2 to gather public input;

WHEREAS, the City and consultants presented the draft recommendations to various community-based advisory groups, including the Business Alliance Commission, the Lodging & Conference Roundtable, and the Metro-East Regional Chamber of Commerce;

WHEREAS, the draft plan was released for public review in October 2019;

WHEREAS, the final plan was completed and offered to the City Council for approval on December 18, 2019;

WHEREAS, the Community Committee completed review of the final plan and recommended it for approval at their meeting on January 22, 2020;

WHEREAS, the final plan provides an exhaustive economic and market analysis of Fairview Heights within the contexts of the local and regional economies, as well as a set of categorized goals with prioritized action steps and a matrix for benchmarking future economic development.

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

SECTION 1. INCORPORATION OF THE RECITALS. The City of Fairview Heights hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

SECTION 2. ECONOMIC DEVELOPMENT STRATEGY. The City of Fairview Heights hereby adopts the final Economic Development Strategy, attached hereto, made a part of and marked as "EXHIBIT A," and directs all departments, as appropriate, to support completion of goals and action steps outlined in the strategy.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

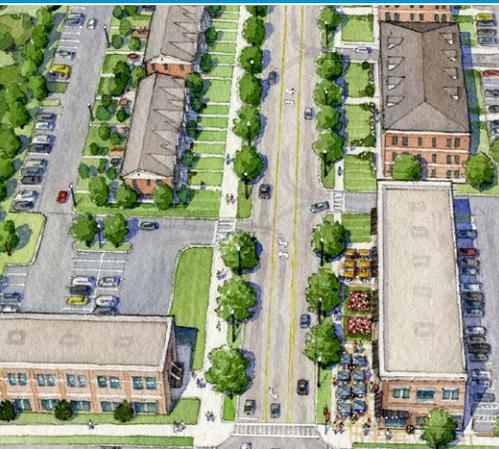
KAREN J. KAUFHOLD – CITY CLERK

CITY OF
FAIRVIEW HEIGHTS

Economic Development Strategy



December 2019



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Acknowledgments



City Council

Mayor Mark Kupsky
Joshua Frawley, Ward 1 Alderman
Frank Menn, Ward 1 Alderman
Anthony LeFlore, Ward 2 Alderman
Ryan Vickers, Ward 2 Alderman
Pat Baeske, Ward 3 Alderman
Brenda Wagner, Ward 3 Alderman
Harry Zimmerman, Ward 4 Alderman
Pat Peck, Ward 4 Alderman
Bill Poletti, Ward 5 Alderman
Denise Williams, Ward 5 Alderman

Economic Development Strategy Steering Committee

Samantha Carter, Elure Beauty Supply
Chuck Daily, Providence Bank
Michael Hagen, CBL & Associates Properties, Inc.
Mark Hinrichs, IMPACT Strategies, Inc.
Gary Hoelscher, Millenia Professional Services
Scott Jacob, Jacob Family Enterprises, Inc.
Terry Johnson, BARBER Murphy Group
Van Johnson, Precision Point School of Cosmetology
Nicole Keeney, Drury Inn
Brenda McNeil, Jones Banquet Plaza
Pat Peck, City of Fairview Heights Alderman
Bill Poletti, City of Fairview Heights Alderman
Bill Reichert, Farnsworth Group
John Vitale, T2 Construction Investments

City Staff

Paul Ellis, CEcD, AICP; Director of Economic Development
Andrea Riganti, AICP; Director of Land Use and Development
Wendi Gorney, Administrative Support Clerk

Planning Team

The i5Group

Stephen Ibendahl, ASLA, AICP
Sean Thomas
Laura Linn



Community and Economic Development Solutions

Jacqueline Davis-Wellington
Elizabeth A. Noonan



Colliers International

Allison Gray



Lochmueller Group

Dustin Riechmann, PE, PTOE
Kathryn Shackelford, AICP



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Assessment and Market Analysis

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CHAPTER 1

Introduction and Planning Process



Beth Noonan



Introduction

The City of Fairview Heights is the retail and economic hub for Southwestern Illinois. While the economy of Fairview Heights is still strong, national and regional trends in retail and economic development point to the need for Fairview Heights to think strategically about future economic development. The development of an economic development strategy will position the City on its path toward a resilient economy by creating a vision around which the City with its public, private and institutional partners can coalesce efforts to drive investment and growth for the community.

While the future can never be completely predicted, communities can better position themselves to manage change and leverage their strengths. To create a resilient economy, Fairview Heights needs all its component elements - from agencies to chain stores to local small businesses to industries to neighborhoods to residents - to effectively work together.

“While the future can never be completely predicted, communities can better position themselves to manage change and leverage their strengths.”

PLANNING PROCESS SCHEDULE

1

Economic and Market Analysis

- Project kickoff
- Stakeholder and focus group meetings
- Assessment, benchmarking & evaluation
- Market & industry cluster analysis
- **Community Open House #1**

Deliverable: Assessment and Market Analysis

January - April 2019

2

Draft Economic Development Strategy

- Neighborhood economic nodes (place-based growth strategy)
- Draft recommendations & best practices
- Follow-up stakeholder meetings
- **Community Open House #2**

Deliverable: Draft Economic Development Strategy

May - October 2019

3

Final Economic Development Strategy and Adoption

- Refinement of recommendations and best practices
- Implementation strategies and metrics
- Adoption of plan

Deliverable: Final Economic Development Strategy

October - December

STEERING COMMITTEE

A 14-person Steering Committee was formed to help guide the process of developing an Economic Development Strategy. The Steering Committee had representatives from the City Council, Economic Development Commission, and business leaders from across the City.

The Steering Committee met a total of six times during the planning process and was a sounding board for the planning team as the recommendations and strategies were developed.

A list of Steering Committee members can be found under 'Acknowledgments' at the beginning of this document.



Steering Committee meeting on February 15, 2019.



Steering Committee meeting on June 21, 2019.

INFORMATIONAL OPEN HOUSE - APRIL 24, 2019

A community-wide informational open house was held on Wednesday, April 24, 2019 at the Fairview Heights Library Lower Level. The purpose of the informational open house was to provide residents and businesses in Fairview Heights an opportunity to stay informed about the development of the Economic Development Strategy.

Attendees at the open house viewed highlights of the Assessment Report, background information, a schedule for the planning process, and initial SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis. Attendees also provided feedback on the SWOT. Comments from attendees regarding additional SWOT items included:

- [Existing] traffic congestion.
- No land for additional housing.
- [Need] another access point from I-64 into City.
- Need to upgrade or replace some existing housing.
- Need large employers.

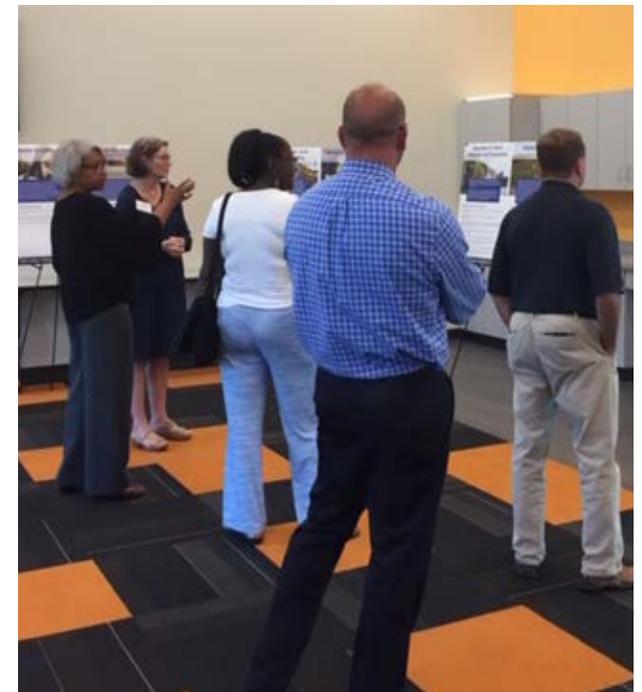


INFORMATIONAL OPEN HOUSE - SEPTEMBER 12, 2019

A community-wide informational open house was held on Thursday September 12, 2019 at the REC. The purpose of the informational open house was to provide residents and businesses in Fairview Heights an opportunity to see the draft recommendations of the Economic Development Strategy.

Attendees at the open house viewed the draft recommendations and the draft priority action items of the Economic Development Strategy. Overall, attendees were positive in regards to the draft recommendations and priorities.

Attendees were asked if they agree with the plan priorities or what should be a priority. Comments from attendees included agreement with the need to improve aesthetics and infrastructure in Fairview Heights. Some of the other suggested priorities included: fiber optics for faster internet service, improved academics of the schools, Farmers' Market, sustainment of women owned businesses, more non-chain businesses and restaurants, and community theatre.



ROLL OUT OF THE DRAFT RECOMMENDATIONS

The planning team met with multiple groups and committees to roll out the draft recommendations of the Economic Development Strategy. A brief overview presentation of the draft recommendations and draft priority action items were given at each meeting.

Meetings with a presentation of the draft recommendations included:

August 20, 2019: Lodging and Tourism Meeting

October 1, 2019: Community Committee Meeting

October 8, 2019: Business Alliance Meeting

October 11, 2019: Metro-East Regional Chamber of Commerce

November 15, 2019: Final Steering Committee Meeting



Presentation of the draft recommendations to lodging and tourism professionals on August 20, 2019.

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A blue-tinted photograph of a building entrance. A sign with the word 'Talbot' is visible above the entrance. The image is partially obscured by a dark blue horizontal band.

CHAPTER 2

Recommendations and Best Practices



Recommendations and Best Practices

Economic development strategies typically focus on growing a community's economic base by retaining, growing and attracting businesses that provide quality employment opportunities, typically in industries that produce goods or services. In contrast, Fairview Heights' dominant market sectors are retail along with hospitality-related services, industries which have not historically been the focus of economic development efforts. As a result, many traditional economic development strategies and practices do not fit neatly with a local economy built on retail trade.

Right: Categories of recommendations and best practices.



The economic development recommendations described in this Chapter draw on applicable best practices while taking into consideration Fairview Heights' unique market and industry cluster characteristics along with its demographic profile, real estate, infrastructure and other assets and challenges that bear on economic development opportunities.

In addition to the significant concentration of retail businesses in Fairview Heights, key community characteristics that have influenced these recommendations include:

- Limited developable land, including both topographic challenges and mine subsidence issues that complicate development and drive development costs.
- Local businesses primarily employ workers from outside the city, and the majority of Fairview Heights residents work in other communities.
- Proximity to Scott Air Force Base.
- Finite staff resources, requiring the need to focus rather than spread efforts broadly.

Grow Primary Industry Clusters

For established communities, growing the local economy typically means building on local, usually regional economic assets, including an area's existing business and industry base as well as its infrastructure, location and institutions (e.g. universities). Industry cluster development, that is building on and strengthening concentration industry sectors that are significant employers or revenue generators in the community, is a best practice in economic development.

Traditionally, cluster development also would include fostering growth among a variety of market sectors, including nascent industries that may be based on a local strategic strength, e.g. biosciences or technology in communities with universities that have a significant research base. The ultimate goal has been to ensure that communities are not overly reliant on a specific industry or employer whereby downturns in those industries significantly impair the local economy.

While achieving a diverse economy has dominated economic development thinking, a new macro-trend suggests that focusing economic development energy more narrowly on growing a local strength rather than diversification may be a more effective strategy. The goal is to concentrate on growing a key industry rather than employing broader efforts to enhance multiple clusters, which runs the risks of diluting the impact of those efforts and their returns in terms of economic growth. Further bearing in mind that the principle of diversification is often contemplated at a regional economy level, considering focusing economic development efforts may be particularly relevant at a local community level where size may limit resources needed for a more diverse economy.

“Fairview Heights should focus economic development energy more narrowly on growing a local strength.”



Photo source: Instagram
@theteadowisl

Retail



Accommodations & Food and Arts



Entertainment & Recreation

FOCUS ON EXISTING STRENGTHS OF RETAIL, ACCOMMODATIONS & FOOD AND ARTS, ENTERTAINMENT & RECREATION

In Fairview Heights, Retail, Accommodations & Food and Arts, Entertainment & Recreation emerge as the dominant industry sectors, with an especially high concentration in retail. While distinct industry clusters in terms of the applicable NAICS codes, Retail, Accommodations & Food and Arts, Entertainment & Recreation practically speaking complement and reinforce one another from an economic development perspective: strategies to promote growth in one cluster will often have positive implications for another. A concentrated focus on growing these sectors seems a more appropriate strategy for economic development than committing resources to multiple, diverse industries, especially given the significance of the city's retail market, the limited number and significance of other clusters, the size of the community and available economic development staff and other resources.

Because they are complementary, and to enhance impact, the recommendations outlined below focus on promoting growth across all three of Fairview Heights' primary industry clusters. Strategies that seek to move the needle collectively on growth in

Retail, Accommodations & Food and Arts, Entertainment & Recreation sectors reflect significant consumer trends that have blurred the lines between our concepts of shopping, dining and entertainment, with a shift from "I am what I own" to "I am what I do." Thus, the recommendations reflect the growth in experiential retail or "Retail-tainment" (retailers that provide in-store experiences/services tailored to promoting their products) and the importance of omni-channel retail (i.e., promoting a consumer experience across digital and brick and mortar shopping).

While retail continues to be a critical industry sector for Fairview Heights, it is important to recognize that the industry nationally has experienced contractions that have local implications in terms of city revenues and the built environment. Supporting growth in the retail market thus does not necessarily translate to adding more retail development. While certainly the City should leverage new opportunities, currently there is excess retail capacity: empty big box stores and seas of parking undermine Fairview Heights' image and existing retailers. As a result, the recommendations concentrate on backfilling

existing assets with on trend retail, dining or entertainment venues and right-sizing the local retail footprint through redevelopment. Although concentrating economic development efforts on Fairview Heights' dominant industry clusters is the primary focus of the recommendations, secondary efforts to promote emerging market clusters in Professional and Business and Health Care and Social Service Assistance sectors represent an opportunity to supplement and support principal market areas.

CONCENTRATE EFFORTS TO GROW FOOD & ACCOMMODATIONS AND ARTS, ENTERTAINMENT AND RECREATION

Concentrate efforts to grow Food & Accommodations and Arts, Entertainment and Recreation markets on venues that offer patrons a dining experience by seeking to attract:

1. Independent or quality chain restaurants that attract a younger “foodie” demographic and that will appeal to a broader audience as well. While the notion that a good night out is often more about the food than the entertainment has been used to characterize Millennials, their tastes and preferences often reflect broader consumer trends and align with those of older generations.
2. Destination establishments, e.g., micro-breweries or distilleries to backfill vacant retail locations. Thus, Still 630, a local, craft distillery, opened in a former Hardee’s. In addition to repurposing existing real estate, these types of operations often double as entertainment venues. For example, Mastermind Vodka, a distillery located in Pontoon Beach, provides tours and tastings at its facility.
3. “Eater-tainment venues”, i.e. entertainment venues where food is an important focus and which provide opportunities for patrons to socialize. For example, the Pinstripes chain offers a full-service restaurant featuring Italian-American cuisine, an extensive wine list and craft beer, bowling and bocce. Pinstripes’ leadership has characterized their facilities as community gathering places — for families at mealtimes and on weekday mornings through kids’ bowling specials and for professionals and young singles at happy hour and late night. At approximately 30,000-plus square feet, Pinstripes occupy a significant footprint and typically offer private rental space that can accommodate corporate events and even weddings.



Top Right: Attracting a younger “foodie” demographic.

Middle Right: A destination micro-brewery establishment.

Lower Right: “Eater-tainment” venue.

DEVELOP SHOPPING TOURISM STRATEGY

Develop “Shopping Tourism” strategy, which plays to community market cluster strengths (Retail, Accommodations & Food and Arts, Entertainment & Recreation), leverages Fairview Heights’ position as a shopping destination attracting visitors from across Southern Illinois (and into Kentucky) and aligns with broader trends in tourism.

Concentrate Business Retention and Expansion activities on developing local visitor market data from retail, event and hospitality businesses and organizations that will inform strategy development (detailed recommendations under Business & Talent Retention and Expansion).

Leverage regional tourism industry assets and strengths to support growth and expansion of local activity (detailed recommendations under Regional Tourism).

Create specific messaging and marketing to promote Fairview Heights as a shopping destination (detailed recommendations under Marketing and Messaging).



FOCUS ON REDEVELOPMENT AND IMPROVEMENT OF EXISTING REAL ESTATE ASSETS

Focus initially on redevelopment and improvement of existing real estate assets in Fairview Heights' dominant industry sectors rather than new construction development. While retail continues to be an economic strength for Fairview Heights, the industry overall is evolving and retail footprints are undergoing a process of right-sizing. By emphasizing redevelopment, Fairview Heights' strategy aligns with this larger trend and takes into the consideration the reality that the City's developable land is limited both in terms of available acreage and because much of the existing vacant land is compromised by mining subsidence and topographical challenges. Accordingly, the following are key action areas for Fairview Heights' real estate assets:

1. Designate the Ludwig retail area as an entertainment district (Ludwig Entertainment District) that encompasses Fairview Heights Plaza and offerings east of IL-159 (e.g., Four Points Sheraton St. Louis Conference Center). Consider reserving incentives for businesses that compliment the focus on entertainment. Advocate for re-investment in St. Clair Square that modernizes and enhances its appearance, helps attract new retail tenants and diversifies its tenant base.
2. Re-purpose excess parking capacity at St. Clair Square for multi-family residential development or flexible outdoor event space.
3. Test market for re-positioning portions of the Marketplace Shopping Center as multi-family or affordable active, mature adult/senior living development (non-profit or for-profit models), with retail and services tailored to residents.



*Top Right: Example of repurposing Ludwig retail areas as an entertainment district.
Middle Right: St. Clair Square
Lower Right: Example of highly visible senior housing near an interstate. Portions of Marketplace Shopping Center may be suitable for multi-family housing.*

Photo source: Google Streets

ENCOURAGE AND SUPPORT THE ADDITION OF COMPLEMENTARY ENTERTAINMENT/RECREATIONAL EVENTS

Encourage and support the addition of complementary entertainment/recreational events at retail outlets or elsewhere in the community to take advantage of increased consumer interest in unique, live experiences.

1. Rather than relying exclusively on brick and mortar entertainment venues, entertainment opportunities might include outdoor musical programming at the Ludwig Entertainment District, farmer's markets, kids' health and safety expo and international festivals or events (e.g. Irish dancing and music). Identify underutilized parking lots that could be used for entertainment venues (permanent or pop-up). Work with property owners, event planners, and entrepreneurs to develop unique programming.
2. Consider leveraging the new REC as a venue for events like runs or cycling or health related resource events that attract visitors.



Top Right: Example of an evening concert at a plaza area in a retail development. Ludwig Entertainment District should include plazas and open space for events.

Middle Right: A farmer's market and community fair at an open space in a retail development.

Lower Right: The REC should be leveraged for tourism related events.

ADDITIONAL RECOMMENDATIONS

- Focus attraction efforts on retailers that have adapted to omni-channel and/or experiential retail strategies.
- Advocate that current vendors incorporate experiential retail offerings at local outlets. Consider incentives where appropriate and available.
- Consider hiring a consultant (like Retail Coach) that specializes in retail recruitment and that can provide additional demographic and other data on shoppers, especially visiting shoppers.
- Support the development of pop-up retail outlets as labs and launch pads for Metro East Business Incubator retail clients. Areas for pop-up retail should be targeted within the City. Potential areas include the Valley (near MetroLink), Ludwig Entertainment District, and underutilized parking lots. Permitting should be flexible, but should also ensure that pop-up retail is temporary and facilities are high-quality.
- Tailor marketing/business attraction efforts to shopper needs and interests.
- Provide visitor passes to REC for leisure and business travelers visiting Fairview Heights.

Grow Emerging Sectors

Although concentrating economic development efforts on Fairview Heights' dominant industry clusters is the primary focus of the recommendations, secondary efforts to promote emerging market clusters in Professional and Business and Health Care and Social Service Assistance sectors represent an opportunity to supplement and support principal market areas.

Businesses in these sectors are prime candidates for energizing the City's office market and expanding the daily working population that frequents shops, restaurants and entertainment venues. They are also likely sources for any business travelers visiting Fairview Heights and patronizing local hotels and restaurants. Fostering activity in these sectors also will enhance the City's image as a vibrant, growing community and can help attract new residents and commercial activity. Strategically committing resources to supporting emerging sectors also ensures that they remain a healthy, if not rapidly expanding part of the local economy, and that the City is well-positioned to take advantage of any fortuitous growth opportunities and address threats to existing businesses.



“Professional and Business and Health Care and Social Service Assistance sectors are prime candidates for energizing the City's office market and expanding the daily working population that frequents shops, restaurants and entertainment venues.”

FOCUS ATTRACTION EFFORTS FOR PROFESSIONAL AND BUSINESS AND HEALTH CARE AND SOCIAL SERVICE ASSISTANCE SECTORS IN THE I-64 NORTH NEIGHBORHOOD

Focus attraction efforts for emerging market sector businesses (Professional and Business and Health Care and Social Service Assistance sectors) in the I-64 North Neighborhood to help backfill existing office buildings, especially in the Fairview Executive Plaza/Center area, and to complete the Fountains development (approximately 17-acres remaining).

1. Based on LQ data, priority business clusters for these efforts include home health services and temporary help services along with professional technical services (computer systems design services (2.19) and custom computer programming services (1.76)) as well as any businesses that complement or support these cluster areas.
2. Leverage concentration of federal, state and local government offices in the North I-64 Neighborhood to attract additional government office users.
3. Encourage and support existing property owners in Fairview Executive Plaza/area to upgrade buildings to meet current office user needs (e.g., appearance, technological upgrades, pedestrian pathways to connect buildings etc.).
4. Create connections between Fairview Executive Plaza/Center development and Fountains and Ludwig entertainment district through streetscape, wayfinding and/or pedestrian improvements to enhance the appeal of the office building complex to prospective tenants and promote commercial tenant and employees' awareness and patronage of dining/entertainment offerings.

LEVERAGE THE REC (TO STRENGTHEN HEALTH CARE AND SOCIAL ASSISTANCE SECTOR)

Continue to leverage the REC to expand and strengthen the Health Care and Social Assistance sectors by:

- Continue to partner with HSHS St. Elizabeth's Hospital to deliver health and wellness programs. (In Fall 2019, the City and HSHS St. Elizabeth's Hospital announced a new health care partnership.)
- Serving as a venue for health and wellness related care providers to hold "office hours" for REC members (e.g. dietitian counseling).
- Hosting health and wellness fairs that allow area businesses in health care and social assistance (e.g., senior service staffing firms) to highlight their services, elevate their community profile and provide an important community service to residents and the broader region.
- Holding healthy foods events with health care providers that includes cooking demonstrations, nutrition counseling, healthy weight loss information etc.



COLLABORATE WITH METROLINK TO ENHANCE THE FAIRVIEW HEIGHTS STATION

Collaborate with MetroLink to enhance the Fairview Heights station area to create a welcoming entry point to the City in the Valley Neighborhood.

1. Create an open-air community space at the corner of St. Clair Avenue & IL-161 (currently an unpaved area) that could be used for community events, e.g., mobile health vans; Bi-State's mobile food market etc. that will help activate the station area.
2. Invest in additional landscaping or artwork along the station's entry drive to create a more pleasing environment for commuters.
3. Seek out opportunities to locate temporary or kiosk food service providers (including food trucks) or other vendors at the station to test the market for permanent businesses. For example, the Hanley and Wellston stations are home to Link Markets that offer fresh fruits and vegetables and other healthy food staples.
4. Building on successful station improvements and activity, re-visit promoting the Fairview Heights Station Area Plan Phase I development that calls for small businesses that cater to the needs of transit riders and local commuters.



Photo source: Instagram @mgemiandiamo

Top Right: Pop-up retail truck. Pop-up retail can be an opportunity to test the retail market near the MetroLink station.

Lower Left: St. Louis Metro Market which is a mobile produce market housed in a Metro bus.
Lower Right: Existing Link market at the Wellston MetroLink station.



Photo source: Metro



Photo source: Metro

EXPLORE THE POTENTIAL FOR CANNABIS INDUSTRY-RELATED BUSINESSES IN FAIRVIEW HEIGHTS

In light of recent legalization of marijuana in Illinois, explore the potential for cannabis industry-related businesses in Fairview Heights. The City's discussion on a proposed dispensary zoning amendment represents an opportunity to solicit public feedback and evaluate public sentiment concerning this new market.

The City should also evaluate certain areas of the City for proposed dispensaries as opposed to citywide allowances in existing business zoning districts. The City could potentially use a zoning overlay district to define areas of use.

Background: Cannabis/Marijuana Industry in Illinois

Fairview Heights has expressed a desire to identify additional sources of revenues for the City. While the industry is not reflected in the NAICS code data, because it is considered illegal by Federal law, it is identified as a substantial and recognizable engine of job creation and revenue generation. It is an emerging growth industry that does not require the use of incentives to attract to locate in the City and/or grow as a new industry.

The medical and adult-use cannabis/marijuana industry is widely seen as a significant growth industry throughout the United States. As of 2018, ten states plus the District of Columbia had legalized the recreational/adult-use of marijuana and thirty-three states had legalized it for medical use. The U.S. Marijuana/Cannabis industry was estimated at \$10.4 Billion in 2018 with 250,000 jobs attributed to it.

The State of Illinois approved the temporary use of cannabis for medical purposes in 2013 and began the sale of the products in 2015, for a very limited number of medical health conditions. This legislation was set to expire in 2020. At the time, it was the most restrictive medical program in the United States; however, in 2018 the legislation was expanded to include a much broader array of medical conditions that could utilize the products and was permanently authorized.

In 2019 the State Legislature approved the adult-use of marijuana for recreational purposes, this law will go into effect on Jan. 1, 2020. Illinois was the first state to approve the use and sale of recreational marijuana through the legislative process. Unlike the initial medical cannabis legislation, the recreational use legislation is the most progressive and equity-centric in the nation.

The State has developed a tiered taxation system for marijuana cultivation and sale based on the concentration of THC, the active ingredient in marijuana. The tax ranges from 10% to 25% based on the potency of the cannabis, these rates are on top of the regular state and local tax rates. It is estimated that customers will pay between 19.55% and 34.75% in retail tax. These rates do not include the additional 7% tax levied at the wholesale level.

The current cannabis industry in Illinois is small compared to the other states that have legalized the use of the products for medical and/or adult-use. However, with the recent legislation it is projected to become the second-largest cannabis market in the country. The anticipated growth in the market is primarily due to Chicago being seen as cannabis friendly; the legislative prohibition of localities banning cannabis use and sales; and, the location of Illinois, giving it access to the entire Midwest market.

ADDITIONAL RECOMMENDATIONS

- Promote office development for local businesses (including restaurants and medical buildings) along Frank Scott Parkway in the Frank Scott Neighborhood that builds on and extends existing development at IL-159 and Frank Scott Parkway.
- Continue to develop Fairview Heights' relationship with Scott Air Force Base (including through active engagement in the Leadership Council) in order to tap into base contractors (primarily IT-professional services firms) that potentially could backfill existing office space and/or construct new facilities in the Fountains.
- Incorporate consistently designed wayfinding and signage that connects The Valley with other neighborhood community assets (see Marketing section for specific recommendations).

Small Business & Entrepreneurship

Small businesses are an important component of local economies: they provide employment opportunities and generate income and wealth for owners. Additionally, because small businesses are often locally-owned, they consider themselves a part of the community and therefore have a greater interest in seeing economic growth and a high quality of life. As a result, their impact extends beyond the financial aspects of economic development (taxes, jobs etc.); local entrepreneurs typically are involved in civic and charitable organizations and give back to the community impacting qualitative elements that contribute to economic growth.

Fairview Heights actively recognizes the importance of entrepreneurs to the local economy and supports small business through participation in the local chamber, celebrating store openings with ribbon cuttings, providing resources to support growth through its Business Assistance Program and highlighting small businesses on the City's website.

A key new initiative for Fairview Heights is the development of the Metro East Business Incubator (MEBI), a small business incubator targeting minority, women, older entrepreneurs and retail start-ups. An additional target market for the MEBI is cultivating growth for minority contracting firms. Partners in the development of the incubator include SBDC, universities, Metro East Chamber, Urban League and CBL & Associates Properties. The MEBI will initially locate in St. Clair Square.



CONTINUE EFFORT TO ESTABLISH METRO EAST BUSINESS INCUBATOR

Fairview Heights has already made great strides in establishing a Metro East Business Incubator (MEBI). The City has developed, with partners, an incubator business plan. The City should continue efforts to establish a Metro East Business Incubator (MEBI) with the following key steps.

1. Regularly update and review the MEBI business plan with emphasis on the following elements:
 - Mission and Goals
 - Target Market
 - Client Resources and Services
 - Program Parameters (co-working, offices, client expectations/milestones etc.)
 - Management/Staffing Structure with Roles & Responsibilities
 - Budget
 - Marketing Strategy
2. Conduct entrepreneurial support organization due diligence to take advantage of lessons learned by existing incubator/co-working program staff.
3. Become a member of National Business Incubator Association to secure access to research, guidance and a network of practitioners.

4. Engage SAFB to promote the MEBI and Fairview Heights generally as a small business-friendly city. A considerable number of Air Force retirees express interest in pursuing entrepreneurship following separation from the military. The interest is significant enough that the Base offers a “Boots to Business” program to help retirees determine if self-employment is a viable career option after the military.
5. Consider expanding the MEBI’s client company focus to include start-ups that align with the City’s retail-tainment/tourism strategy.
6. Relocate incubator operations in the future to an area in the City with greater community visibility in order to support the local real estate market and help foster reinvestment in areas targeted for redevelopment. For example, the “West End Neighborhood” development area offers the opportunity to locate in a mixed-use development that could even cater to providing live/work space for entrepreneurs. Similarly, local small businesses represent an opportunity to grow commercial activity in the Frank Scott Neighborhood.

OTHER SMALL BUSINESS & ENTREPRENEURSHIP RECOMMENDATIONS

- Establish a home-based businesses registration process to quantify and begin to engage with home-based entrepreneurs, which offers an opportunity to create a pipeline for the MEBI.
- Develop surveys and/or engage focus groups of home-based businesses to assist with identifying entrepreneur needs and then developing resources and programs that can be offered through the local chamber or the MEBI.

Business & Talent Retention and Expansion

Business Retention and Expansion

Economic development strategies for business retention and expansion (BRE) focus on building relationships with local businesses and developing a base of information about their existing and future needs through on-going engagement. In this way, local government is better prepared to help respond to those needs – whether they arise from growth opportunities or from challenges – through coordinated resources, partnership and economic development tools.

In Fairview Heights, BRE efforts should focus on the dominant Retail, Food and Accommodations and Arts, Entertainment and Recreation clusters and build on measures that City staff have already undertaken. For example, City staff regularly engage with retail businesses, are active on the local chamber, participate in the International Council of Shopping Centers (ICSC) annual event and have organized and led regional conferences on the retail industry (ICSC Downstate Illinois P3 meetings 2018 and 2019). Staff's greater visibility among the local business community, real estate brokers, local/regional/national property owners and developers has helped encourage new investment. For example, active engagement by staff helped brokers and a national property owner recruit Total Wine & More and helped facilitate the process to backfill space vacated by Here Today.

While the City has made great progress in connecting and building relationships with businesses located in Fairview Heights, BRE activities are particularly challenging in communities where retail firms represent a significant percent or the majority of area businesses. The retail industry is often dominated by national or regional chains. The leaders who are shaping business strategy and are the firm decision-makers are typically not located locally, making it difficult to connect and build relationships. Moreover, national firms' decisions may be affected by broader trends that have little to do with local conditions. Additionally, most of the major shopping centers in Fairview Heights are now owned by real estate investment trusts (REITs), who pursue national investment strategies, making local coordination and communication vital.



FOCUS BUSINESS RETENTION AND EXPANSION (BRE) VISITS ON PRIORITY RETAIL

Focus BRE visits on priority retail (including restaurant, hotels and entertainment/recreational outlets) locations (e.g. St. Clair Square, Fairview Heights Plaza) and secondarily on priority commercial/office locations (e.g. Fountains and Executive Center).

Given the City's historic challenges in creating connections with national chains and REIT ownership, building relationships with property leasing firms may provide greater insight into the needs of the City's retail and office businesses and overall market conditions.

- Especially in the case of the national retail chains that dominate the Fairview Heights market, relationships with companies like CBL Properties (REIT), Colliers, and Location CRE (brokers) may provide staff with an entrée into these organizations and the decision makers that affect their local presence.
- For commercial office properties, engagement with leasing managers or brokers can serve as an introduction to tenant companies, lead to greater understanding about who are critical tenants in terms of size and longevity and will allow the City to stay abreast of available office space that can be promoted to new businesses. The City should consider membership in the Building Owners & Managers Association (BOMA) of Metropolitan St. Louis.

CULTIVATE SHOPPING TOURISM AS A STRATEGIC INDUSTRY

Cultivate shopping tourism as a strategic industry by developing a data-driven understanding of the local market and business needs. Initial efforts should focus on gaining an understanding of what tourism data currently exists. Notably, tourism is a specialized, niche industry and Fairview Heights' economic development staff is limited. It would be helpful to secure the expertise and assistance of ILLINOISouth, St. Louis Convention & Visitors Commission (Explore St. Louis), and/or state of Illinois Tourism Board at the outset to increase the City's understanding of available data and potential resources, including experts and professionally assembled databases. Rather than securing and aggregating broad tourism market data on its own, the City's BRE efforts would focus on key businesses and organizations and provide a platform for gathering more specific industry insight or filling in data gaps. The general and more specific market information assembled will ultimately help shape Fairview Heights' support for the sector.

1. The initial goal is to develop baseline of information on retail tourism, including data on visitors to St. Clair Square Mall, sporting events and festivals; the average number of room nights spent at local hotels; distance traveled by visitors, identifying destination outlets etc.
2. Assemble visitor event data from local festival events, including Wingfest and Midwest Salute to the Arts.

3. Develop and implement a BRE survey tailored to growing shopping tourism and complementary "retail-tainment".
4. Leverage tourism industry partner (e.g., ILLINOISouth) expertise to develop BRE survey.
 - Consider focus group style approach to conduct survey and include hotels, restaurants, representatives from key festivals (Wingfest and Midwest Salute to the Arts), St. Clair Square Mall management (connections with tourism). ILLINOISouth may be willing to serve as a facilitator for the discussion.
 - Use focus group participants as a sounding board for developing a retail tourism working group that collaborates on developing strategies to grow industry. The working group may be a potential committee of Southwest Illinois Chamber.

OTHER RECOMMENDATIONS

- Target major employers in the Health Care and Social Assistance markets to identify opportunities and challenges.
- Consider updating and re-issuing the business survey that was conducted as part of the 2012 comprehensive planning process to get an up-to-date snapshot of current firms' needs and interests.
- Intensify engagement and participation on the Leadership Council of Southwest Illinois to elevate Fairview Heights' presence as a place for non-retail firms to do business.

Talent Retention

Talent retention and expansion refers to strategies that help ensure a robust labor pool is available to employers in a particular community and which thereby makes that community an appealing place to locate or expand a business. Typically, such strategies center on addressing workforce development needs – ensuring that the local workforce possesses the training and skills required by employers and that barriers to accessing jobs (e.g., lack of transportation) are addressed. Strategies for cultivating a strong local workforce generally contemplate sourcing workers for industries at a regional level.

Fairview Heights' unique circumstances suggest that augmenting traditional talent retention and expansion strategies are appropriate. First, city residents are not the primary source of workers for local businesses: local businesses employ workers that come from outside of the city, and most residents appear to be employed outside of the city. Moreover, employers in the dominant market clusters do not require workers with a highly specialized skill set that is often the focus of traditional workforce development training. Finally, the population in Fairview Heights is aging and showing some slight decline in terms of numbers. As a result, the recommendations for talent retention and expansion focus significantly on stabilizing and growing Fairview Heights' residential population as a means of growing its business base.

Residential development and reinvestment can help stabilize and may spur commercial and retail development activity by:

- Generating population growth that contributes to the image of Fairview Heights as a vibrant, thriving community.
- Attracting new residents that diversify Fairview Heights' demographic profile.
- Increasing roof tops to support continued retail presence – a variation on the adage “retail follows roof-top”.
- Converting languishing retail real estate that detracts from Fairview Heights' image.



ENCOURAGE NEW RESIDENTIAL

Encourage new single-family development, especially within the existing Fairview Heights geography that falls in the O’Fallon school district. This area is mostly north of I-64. The City should annex unincorporated, undeveloped areas north of I-64 to position this area for future residential growth.

The City should strongly support multi-family developments, including retirement communities, which could attract new residents, expand the local pool of workers and/or provide options for aging residents to remain in Fairview Heights.

Right: Potential areas of new residential (see ‘Place-Making’ chapter for details).

Below: Example of highly visible senior housing.

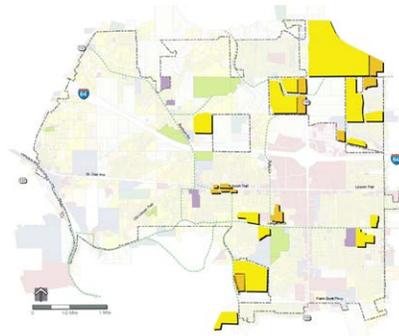


Photo source: Google Streets

INVEST IN OLDER NEIGHBORHOODS

Augment current neighborhood stabilization programs and focus efforts on the West End residential area, including:

- Enhanced code enforcement.
- Enhanced rental registry that allows for better monitoring of rental properties and the delivery of educational programs for property owners who lease their properties.
- Establish a vacant building registration.

OTHER RECOMMENDATIONS

- Highlight Fairview Heights’ quality of life assets in municipal communications. These assets include the MetroLink station, parks and the REC center, location and accessibility to region.
- Support business and residential efforts to adjust school district boundaries to expand higher performing districts’ footprints within municipal boundaries.
- Engage with local transit authorities as needed, based on feedback from local employers, to ensure public transportation supports employees and employers in Fairview Heights.
- Based on needs identified by major employers through BRE efforts, identify opportunities to augment workforce development support in key industries, including emerging industries, such as Health Care and Social Service Assistance.

Regional Tourism

Regional tourism is a primary economic growth opportunity for Fairview Heights. While tourism is not a traditional area for economic development and as an industry is not captured neatly in a single NAICS code, it can be an important factor contributing to a community's economy, generating revenues through the purchase of goods, frequenting restaurants and hotel stays.

The dominance of the Retail, Accommodations & Food and Arts, Entertainment & Recreation market clusters and Fairview Heights' existing visitor base support a focus on retail or shopping tourism as an area for economic growth. With regional destination shopping as an existing industry, there is a sound base for growing shopping tourism, i.e. trips where shopping is either the only or a primary purpose of travel.

As discussed under the Business Retention and Expansion recommendations, the first step in seeking to grow this industry is understanding what market data is available and then aggregating available data and identifying gaps. Business retention and expansion outreach can focus on augmenting existing information and beginning to identify key needs of local businesses and potential opportunities. Growing this industry segment will involve both increasing the number of visitors and the time spent in Fairview Heights by enhancing shopping, entertainment and recreational opportunities.

“Tourism can be an important factor contributing to a community's economy, generating revenues through the purchase of goods, frequenting restaurants and hotel stays.”



Regional Destinations

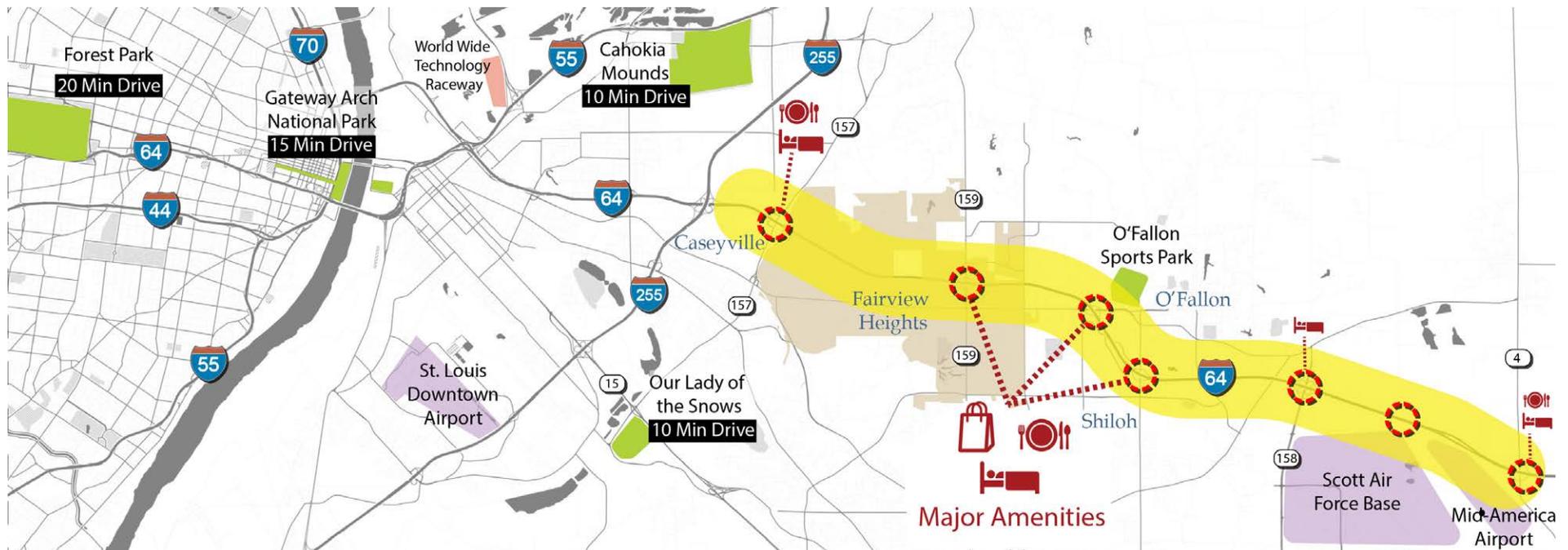


Local Events and Festivals



Regional Sports Tournaments

EXPLORE “I-64 TOURISM CORRIDOR COLLABORATIVE” WITH COMMUNITIES BETWEEN I-64/I-255 AND RIEDER ROAD



I-64 Tourism Corridor

Engage communities located between I-64/I-255 and Rieder Road to explore an “I-64 Tourism Corridor Collaborative” to coordinate tourism efforts, cross-promote events and local offerings and leverage neighbors’ tourism strengths in order to grow local activity.

Specific initial actions include:

- Soliciting ILLINOISouth as a regional partner to act as a convener and coordinator of the effort.
- Engaging O’Fallon as an early partner to support, build on and leverage its robust sports tourism base.
- Soliciting support and engagement from St. Clair County and Leadership Council, given their regional perspective.
- Engaging Scott Air Force Base in tourism efforts to i) attract and engage visitors and participants in Base events in Fairview Heights retail, entertainment/recreational and lodging offerings, ii) leverage Base resources for locally run events and activities (e.g., Base tours, SAFB Band, Color Guard etc.) and iii) address Base personnel and retiree interests and tap into significant population that can patronize and support Fairview Heights “retail-tainment”.

GATHER MARKET INFORMATION WITH LOCAL AND REGIONAL TOURISM PARTNERS

Develop relationships with regional tourism and event partners to gather market information and with goal of identifying trends and opportunities to increase visitors to Fairview Heights.

Resources include:

- ILLINOISouth.
- St. Louis Convention & Visitors Commission (Explore St. Louis).
- State of Illinois Visitors Bureau.
- St. Clair County Transit, which provides transportation from St. Clair Square to Cardinals games on the Redbird Express as well as to the Muny. According to the transit organization, ridership was up 10% in 2018 and included riders from Kentucky.
- Cahokia Mounds.
- World Wide Technologies Raceway at Gateway.
- Tour bus operators.
- Sheraton Five Points Conference Center.

OTHER RECOMMENDATIONS

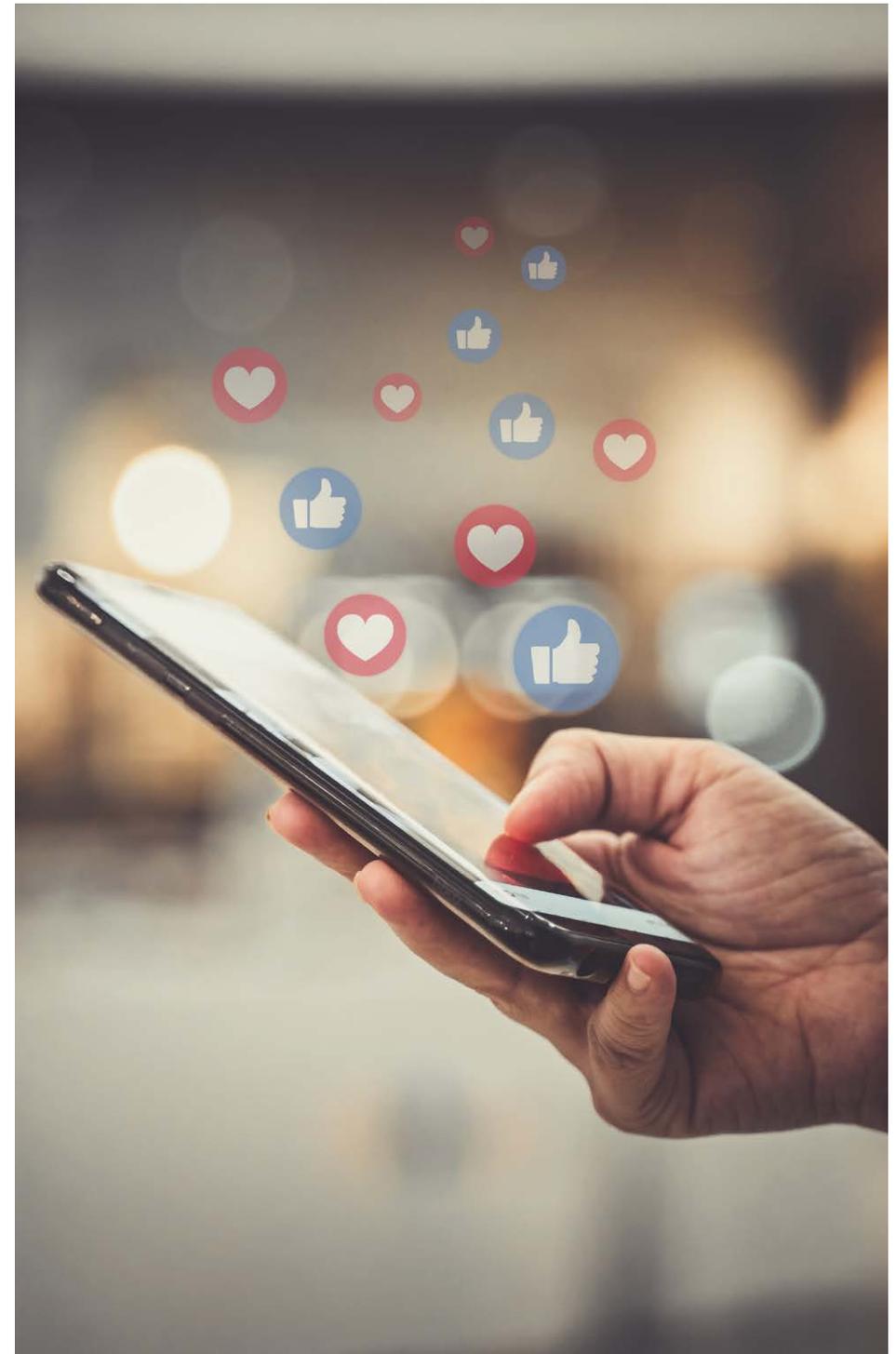
- Support local festivals and events (e.g., Wingfest and Midwest Salute to the Arts) as economic development opportunities.
- Encourage additional festivals/events spaced throughout the year, potentially focusing on food or local produce coupled with area wineries/breweries.
- Explore opportunities to engage visitors attending professional sporting events, Cardinals games, races at Gateway, along with youth sports tournaments in O'Fallon in local activities and venues.
- Support efforts to attract quality commercial entertainment and recreational venues that provide additional support for tourism.
- Highlight existing recreational and entertainment venues to extend stays and diversify visitor activities (e.g., both local (golf, REC etc.) and regional activities).
- Collaborate with St. Clair County to promote Fairview Heights' activities and events.

Marketing and Messaging

For communities, effectively communicating a positive brand or image increases the potential to attract residents, businesses and support tourism. Developing a brand and marketing strategy serves economic development ends but may have broader implications as well. Accordingly, any rebranding or marketing for Fairview Heights for economic development purposes should be part of a broader strategy to enhance and improve the City's image and better communicate resident services and resources. Notably, while retail is not a traditional area for economic development, because of Fairview Heights strength as a retail market and the potential for retail tourism as an economic growth area, promoting Fairview Heights' retail offerings should be an important part of any marketing strategy.

Fairview Heights' website is its primary platform for economic development marketing and messaging and key recommendations center on improving the City's digital presence. The City is about to embark on refreshing and updating its current website. The effort offers an excellent opportunity to rethink and reposition Fairview Heights' economic development content. The existing website addresses certain economic development elements but it is not internally coherent and is hard to follow, mixing site selection, resident attraction and tourism information and messaging.

“The upcoming update of Fairview Heights' website offers an excellent opportunity to rethink and reposition Fairview Heights' economic development content and overall branding.”



CREATE A DISTINCT WEBSITE (MICRO-SITE) FOR ECONOMIC AND COMMUNITY DEVELOPMENT

Create a micro-site for economic and community development that highlights Fairview Heights' assets and provides data that serves as an attraction and retention tool appealing to businesses and site selectors. The micro-site (distinct website) should include data on the community as well as visitor information but site selection/business, resident and tourism should be clearly identified and separated into their own distinct pages. It would be preferable if the micro-site were to be developed as part of the city's initiative to revamp its website in order to ensure consistency, branding etc.

Detailed recommendations to consider in developing the micro-site include:

1. Create a less 'governmental' and more visually appealing look and feel.
2. Include photo images that highlight and showcase Fairview Heights.
3. Consider developing a new municipal tagline or slogan that reflects the unique qualities of Fairview Heights or a specialty slogan for economic and community development that highlights the City's focus on retail.
4. Highlight data about key industry clusters, demographics, small business development etc.
5. Ensure demographic data reflects the daytime population of Fairview Height, not just the resident population, to represent accurately the potential market to site selectors and businesses:
 - Consider hiring a consultant (like Retail Coach) that specializes in retail recruitment and that can provide a deeper dive into the profile of visiting consumers.
 - Capitalize on any data assembled to tailor Fairview Heights' business attraction efforts to visitor needs and interests and to help shape messaging and marketing to potential visitors.
6. Feature Fairview Heights' quality of life assets, which serves to communicate important data points for businesses and developers that are considering investing in the City and which can also help attract new population and residents. Quality of life information would include Fairview Heights' excellent park system, the REC, lack of property tax, shopping and services, the MetroLink and the range of community services offered by City.
7. Ensure that the micro-site advances the City's retail tourism strategy by including a "Visit Fairview Heights" tab or a link to a separate tourist-centered micro-site that highlights shopping outlets, local events, recreational opportunities, area sightseeing attractions and the City's proximity to St. Louis.

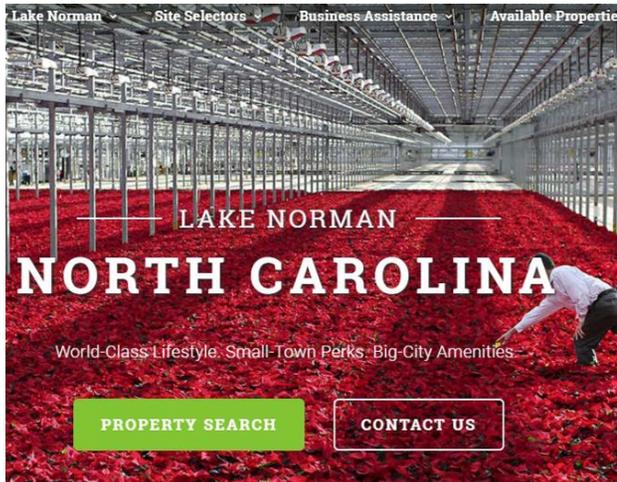
Case Study: Manassas, Virginia

Manassas, Virginia is a good example of a city with distinct websites for targeted audiences. In addition to the city's website with typical information regarding elected officials, departments, meetings, etc., the City of Manassas also has distinct websites for:

- Economic Development (www.choosemanassas.org)
- Tourism (www.visitmanassas.org)
- Prospective Residents (www.movetomanassas.org)

Each website has similarities with branding and some overlap of information. However, each website is specific for a targeted audience.





Case Study: Lake Norman, North Carolina
 Website: www.lnedc.com

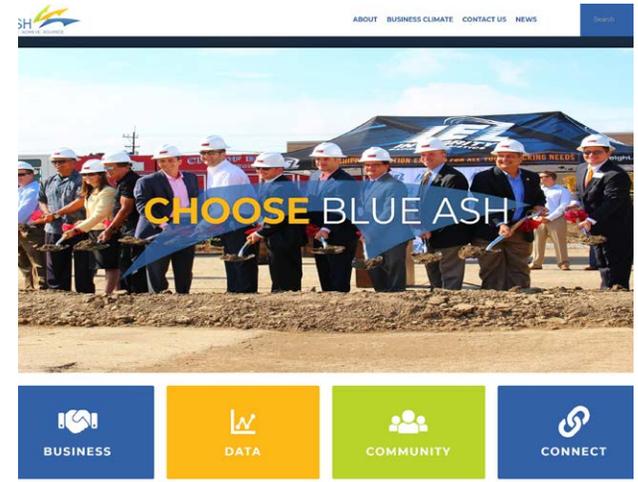
Lake Norman Economic Development represents the communities of Cornelius, Davidson and Huntersville in North Carolina. In addition to general information, the website provides information for site selectors, existing businesses, and available properties.



Case Study: Siloam Springs, Arkansas
 Website: www.whysiloam.com

The Siloam Springs economic development website is a separate website from the city's website at www.siloamsprings.com. The website has four main categories: Business, Data, Community, and Connect.

Siloam Springs is comparable in population to Fairview Heights. Siloam Springs had a population of 17,104 in 2018.



Case Study: Blue Ash, Ohio
 Website: www.blueashadvance.com

The Blue Ash economic development website is a separate website from the city's website at www.blueash.com. The website has four main categories: Business, Data, Community, and Connect.

Blue Ash is comparable in population to Fairview Heights. Blue Ash has a population of 12,000 and an estimated day-time population of 40,000. In addition, Blue Ash is similar to Fairview Heights in being near a major metropolitan area. Blue Ash is 12-miles from Cincinnati, Ohio.

DEVELOP A MARKETING CAMPAIGN FOR FAIRVIEW HEIGHTS AS A DESTINATION FOR SHOPPING TOURISM

To support regional shopping tourism, develop a destination marketing campaign, with area activities, shopping incentives, dining offers, local events and cultural attractions. Any messaging or programs developed should be featured on the visitor portion of the micro-site. Specific opportunities include:

1. Working with local vendors to develop a “passport to shopping” offering special discounts; deals etc.
2. Creating a shuttle system between shopping areas.
3. Fostering collaboration and coordination on events or new store openings between retail outlets and local restaurants and hotels to grow visitor base: hotels experience an uptick in visitors when there is a major mall store opening or expansion.
4. Identifying opportunities to enhance visitor experience and elevate local festivals, e.g, shuttles between hotels and festivals; VIP tents with catered food from local restaurateurs etc.



OTHER MARKETING AND MESSAGING RECOMMENDATIONS

- Conduct a comprehensive review of regional, County and State websites to ensure that information on Fairview Heights is up to date and reflective of current real estate offerings, incentives etc.
- Consider marketing effort targeting military/veterans to better capture Scott Air Force Base buying population. A starting point might include developing a list of military-friendly businesses that offer military discounts or run special offers for current or retired personnel. (See section on Scott Air Force Base for additional details)
- Upgrade signage and wayfinding throughout Fairview Heights to help visitors navigate the community and to identify key community assets (e.g. regional shopping district; the MetroLink station; the REC, parks etc.).
- Ensure uniformity of style to promote community identity. Align signage and wayfinding with website presence.

As part of the City’s marketing effort, the City should consider developing a new municipal tagline or slogan that reflects the unique qualities of Fairview Heights or a specialty slogan for economic and community development that highlights the City’s focus on retail.

This page highlights how a tagline of “Live, Work, Play, Shop” could be used in a variety of marketing messages. This is just an example of a new tagline, and not necessarily the recommended or preferred tagline. The key is to target specific audiences such as shoppers, prospective residents, tourists, businesses, Scott Air Force Base personnel, etc. The current logo and tagline “Crossroads of Prosperity” often gets minimized and is often not reflective of greater citywide marketing efforts.

The City should consult a branding consultant or graphic designer to develop a cohesive logo and tagline. (The REC logo, branding, and messaging is very well done. The City should consider utilizing that team for citywide branding).

While a new logo and tagline will be beneficial, the City should not lose focus on updating other marketing aspects for the City. Having a dedicated website (micro-site) for economic development (and ideally micro-sites for tourism and prospective residents) is not dependent on a new City logo or tagline.



Example of this year’s Midwest Salute to the Arts recognition page with a new City logo and tagline.



Photo source: Instagram @theteadowsls!

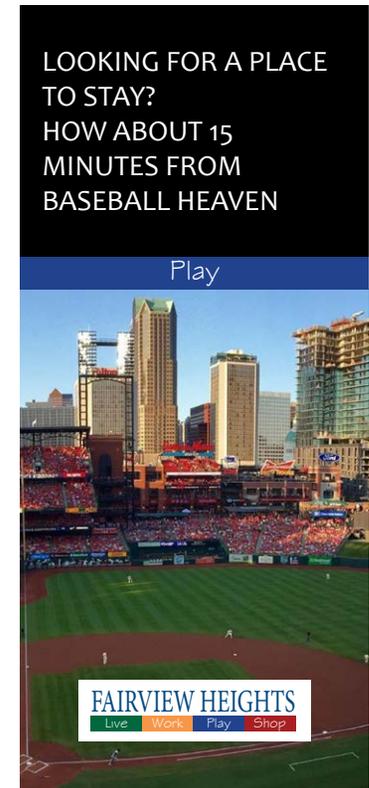


Photo source: Instagram @charliehealy4

Examples of how a tagline of “Live, Work, Play, Shop” could be targeted to various audiences. Left: shoppers in Southern Illinois, Middle: prospective and existing residents, Right: tourists

Equitable Growth

Equitable growth typically refers to ensuring that all community residents have access to opportunities for advancement at local companies and industries and that all benefit from growth in these industries. In Fairview Heights, the majority of the population is not employed at firms located in the City. As a result, in Fairview Heights, there are few opportunities to promote equitable growth in the traditional sense. That being said, the City's diverse population and commitment to promoting small businesses affords it the opportunity promote economic advancement that is inclusive of the entire community.



“Fairview Heights commitment to promoting small businesses affords the City the opportunity promote economic advancement that is inclusive of the entire community.”

SUPPORT AND FOSTER SELF-EMPLOYMENT FOR TRADITIONALLY UNDER-SERVED GROUPS

Support and foster self-employment for traditionally under-served groups, especially through the Metro East Business Incubator.

1. Continue to work with the Urban League to attract minority entrepreneurs to participate in the incubator and its small business development programming.
2. Advocate for a minority- and/or women-owned business sub-committee of the local chamber to foster networking and business development that promotes growth.
3. Call out municipal or other resources targeted and available to under-served groups on the City's micro-site.
4. Ensure that Fairview Heights is intentional about soliciting minority- and women-owned businesses' participation in government contracting opportunities and publicize those successes.

OTHER EQUITABLE GROWTH RECOMMENDATIONS

- Support efforts in the business community to promote diversity and inclusion by show-casing their efforts and results through the local chamber (e.g., Impact Strategies efforts).
- Highlight the City's diversity on the new economic and community development micro-site.

Financial Resiliency

Financial resiliency refers to ensuring a diverse financial foundation that supports municipal operations for city residents, businesses and institutions and that contributes to the quality of life in a community. Financial resiliency arises directly from revenues generated in and by a city (primarily through municipal taxes) as well as indirectly from measures that help ensure a vibrant and growing community that enables a city to increase or maintain its revenues.

Fairview Heights, like many municipalities, relies largely on retail sales tax for its municipal revenues. Additionally, the City levies a hotel tax as well food and beverage taxes that generate significant revenues. Without a property tax, however, Fairview Heights has eliminated a second source of city revenues that many other communities rely on to support municipal operations. Notably, the absence of a real property tax also eliminates an incentive that is the basis for many incentive programs: property tax abatement.

Accordingly, promoting Fairview Heights' financial resiliency should focus primarily on steps that grow its tax base by fostering growth in its key industry sectors (Retail, Accommodations & Food and Arts, Entertainment & Recreation).

FINANCIAL RESILIENCY RECOMMENDATIONS

- Pursue recommendations for growing Retail, Accommodations & Food and Arts, Entertainment & Recreation industry sector described under Cluster Industries and Regional Tourism sections.
- Consider instituting a real property tax that would diversify Fairview Heights' tax base.
- Work collectively with Caseyville Township, Village of Caseyville and City of O'Fallon to address provision of utilities in a manner that supports new development.
- Communicate with lower performing school districts to understand challenges and opportunities for improving educational outcomes and improved services to residents.
- Engage with businesses and residents seeking to adjust boundaries of local school districts to expand higher-performing districts' footprint in Fairview Heights.

Incentive Programs & Development Tools

Incentive programs and development tools help municipalities enhance their business attraction and retention efforts that ensures continued economic growth, and in some instances, to address or reverse the effects of economic decline. Many development tools involve the intentional use of traditional local governmental functions to support private investment, e.g., road or other infrastructure improvements that support development.

Incentive programs are generally state or federally created mechanisms and typically offer opportunities to fund extraordinary costs associated with redevelopment or revitalization by allowing some or all of the tax revenues generated by the new development to be applied to development costs. These tax revenues may be generated through imposition of some form of an additional tax or through property tax abatement.

Fairview Heights has historically availed itself of incentives and development tools to promote growth and offset disinvestment. With the focus on redeveloping and revitalizing the City's existing real estate, continued utilization of these tools should be a component of the City's economic development strategy. While the absence of a local property tax means that many incentive programs are irrelevant for Fairview Heights, there are many other ways in which the City can promote re-development and new private investment.



IMPLEMENT PACE (PROPERTY ASSESSED CLEAN ENERGY) PROGRAM

Implement Property Assessed Clean Energy (PACE) program that allows for financing for energy efficiency improvements that are part of commercial renovations or new development. Redevelopment of the Sears building represents an early opportunity to deploy this incentive.

PACE is a national initiative to help finance energy efficiency investments but which is adapted to fit local needs. Local municipalities establish PACE implementation programs in accordance with state authorizing statutes. It is an economic development tool that helps to lower the cost of doing business in a community by increasing energy savings that typically exceed the cost of financing.

Fairview Heights is in the process of launching the PACE program, which allows commercial property owners to assume a special assessment, the proceeds of which are then assigned to the Illinois Finance Authority which issues PACE bonds. The bonds are bought by capital providers in order to fund the proposed project. In Illinois, PACE financing can be used to fund energy efficiency, renewable energy and water use improvement projects.

USE SPECIAL SERVICE AREA PROPERTY TAX

Explore the use of Special Service Area (SSA) property tax mechanism to help fund a wide range of special or additional services and/or physical improvements in designated areas of Fairview Heights.

An SSA is a defined geographic area within a municipality that is subject to a special property tax assessment. The additional tax revenues generated are then used to support additional city services within the district. An SSA must be approved by ordinance and while initiated by the municipality, a majority of voters in the designated geography may reject its formation. Proceeds from an SSA may be used for a broad variety of services including marketing, special events, security, transportation (e.g. shuttles), tenant search/leasing support along infrastructure, such as streetscaping, sidewalks, storm and sanitary sewers, parking lots/garages. Redevelopment, façade improvements (grant or loans) and interior rehab or build-out assistance are also eligible activities.

An SSA could be used in the business park area north of I-64 to fund enhancements (walking paths, landscaping and streetscape improvements) that would make it more appealing to businesses or that could support attraction efforts (tenant search/leasing support) and new development (storm/sanitary sewer, streets etc.). The program may also be used in residential areas, including to support investment in the West End Neighborhood.

PROMOTE NEW MARKET TAX CREDITS FOR METROLINK STATION AREA

Promote The Valley Neighborhood's eligibility for New Markets Tax Credits to encourage new development around the MetroLink station.

The federal new markets tax credit program helps to attract private investment in low income communities by allowing investors to receive tax credits against their federal income tax in exchange for making equity investments that ultimately are used to help finance development. The program recognizes and seeks to address the often extraordinary costs and risks of financing projects in low income communities. New markets may be used to fund a range of projects from commercial businesses to non-profit service providers to residential facilities but must provide a demonstrable benefit to low income persons and communities (e.g., jobs, health services, education, affordable homes etc.). New markets may only be used in qualifying census tracts. The area in and around the MetroLink station is within qualifying census tracts. The state of Illinois has its own new markets program that may be also be tapped to support development in this neighborhood.

IMPLEMENT URBAN LAND INSTITUTE RECOMMENDATIONS FOR FAIRVIEW HEIGHTS PLAZA

In 2018, Fairview Heights enlisted the services of an Urban Land Institute- St. Louis Technical Assistance Panel (TAP) to assist the City in re-envisioning Fairview Heights Plaza and exploring the development potential of an adjoining undeveloped 72-acre parcel.

The City should encourage place-making efforts in the Fairview Heights Plaza that help define the area and attract new interest in the site, including pedestrian focused improvements (e.g. sidewalks throughout the site), redesign parking and improved signage.

Access should be improved to the site, including considering establishing a shuttle service between retail destinations north and south of I-64.

Consider forming a Business District that supports development within the area through a special sales tax that could be used to finance place-making improvements and marketing to attract both visitors and end-users.

See 'Place-Making' Chapter for additional details.

INVEST IN SECONDARY ROADWAY NETWORK

Identify public investment in transportation networks that supports retail, enhancing connectivity and traffic flow on secondary streets.

The most pressing broad-based transportation need for the City is the creation/enhancement of a secondary road system, particularly to the north of I-64. While the more developed areas south of I-64 have several east-west routes, the road system to the north of I-64 is not built-out. In particular, there is a lack of roadways connecting Old Collinsville Road, IL-159, Bunkum Road and IL-157 as well as the existing east-west routes, e.g. O'Fallon Drive and Milburn School Road. The need for a complete road system will become more pressing as development occurs within the northern portion of the City.

See 'Place-Making' Chapter and the Transportation section for additional details.

INVEST IN INFRASTRUCTURE THAT IMPROVES THE IMAGE OF FAIRVIEW HEIGHTS

Identify and invest in public infrastructure that improves the image of Fairview Heights (e.g., streetscape, lighting, wayfinding etc.).

Recommendations include:

- Citywide wayfinding signage that includes monument features/wayfinding from I-64 entries/exits and at Ludwig/Salem and IL-159.
- Streetscape enhancements of Ludwig Drive.
- Road diet and streetscape enhancements of Lincoln Trail near Bunkum Road (West End Neighborhood).
- Finish future phases of the Market Place streetscape improvements.
- Advocate with Ameren to bury utilities, especially along IL-159 and Lincoln Trail.

See 'Place-Making' Chapter and the Transportation section for additional details.

PURSUE GREAT STREETS FUNDING FOR WEST END

Pursue a Great Streets grant through East West Gateway Council of Governments to help plan for redevelopment along Lincoln Trail.

The City's comprehensive plan calls for commercial areas to transition to high density residential as this area redevelops. In addition, existing traffic volumes along Lincoln Trail are lower than what is needed for a four-lane roadway. Although a future traffic study is needed, there is likely an opportunity to reduce the number of lanes on Lincoln Trail from four lanes to two lanes with a central turn lane. This "road diet" will allow excess right-of-way to be used for streetscape enhancements including a multi-use trail for a bike/pedestrian network.

A Great Streets planning process will allow the City to collaborate with IDOT, property owners, and residents to further refine the vision for Lincoln Trail and move toward implementation.



Future vision for Lincoln Trail and the West End. See 'Place-Making' Chapter for details.

SIMPLIFY AND TARGET BUSINESS ASSISTANCE PROGRAM

Simplify Business Assistance Program application and process to grow usage by small businesses.

Target program to a focused area to create positive visual impact and ensure that public investment is consistent with desired redevelopment along Lincoln Trail.

ASSEMBLE PARCELS ALONG LINCOLN TRAIL

Conduct land assemblage along Lincoln Trail to support redevelopment.

Many existing commercial properties along Lincoln Trail, especially western sections of Lincoln Trail, have been distressed. Many of the parcels are small or irregular which makes redevelopment problematic.

The City should encourage parcel assembly along Lincoln Trail for redevelopment opportunities that can take advantage of larger sites. When opportunities arise, the City should acquire properties to assemble larger, development ready sites.

Parcel assemblage also helps to achieve goals of access management. Larger sites reduce the number of curb cuts along Lincoln Trail.

Scott Air Force Base

Scott Air Force Base (SAFB) is a significant economic driver in the region. With a population of 54,000 when active personnel, civilians and retirees are taken into consideration, SAFB personnel possess significant consumer spending power to purchase from local businesses as well as for general Base business needs. Personnel are likewise committed to the community with 50% of its retiring population expressing an interest in remaining in Southern Illinois. Highly educated and professional population with significant expertise in computer science/IT, they possess skills and experience that are attractive to a range of industries, provide opportunities for innovation and entrepreneurship and translate into a more affluent population with greater spending power. Additionally, base contractors represent an opportunity for growing employment opportunities in the local economy.

Given its proximity to the base and the City's assets, Fairview Heights is well-positioned to leverage the presence of SAFB to grow its economy. This section highlights SAFB-specific recommendations.



“Given its proximity to the base and the City’s assets, Fairview Heights is well-positioned to leverage the presence of SAFB to grow its economy.”

TARGETED MARKETING TO SAFB PERSONNEL

Promote SAFB personnel utilization or patronage of existing Fairview Heights businesses through targeted marketing efforts, such as Veterans/Service member discounts, encouraging local businesses to participate in the business showcase for base personnel etc.

SAFB represents a significant market opportunity for Fairview Height both in terms of personal and institutional spending. Discounts and military friendly programs are an expectation for personnel, and Fairview Heights should advocate and promote local businesses participation in such programs. Additionally, some 600 Base staff have been issued credit cards to make commodity type business purchases, representing another opportunity to elevate Fairview Heights businesses as a place to shop.

Leverage Existing Programs

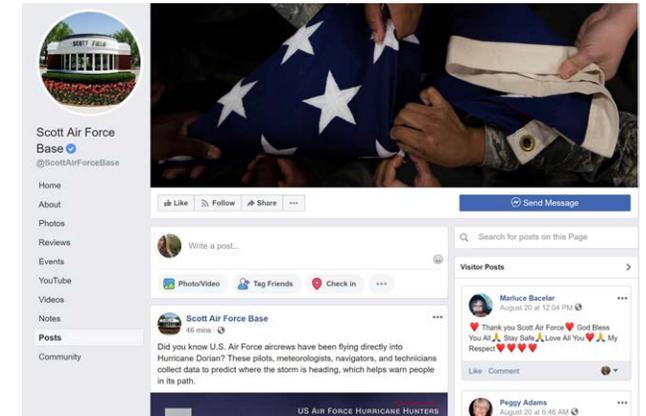


The Scott Patriot Program is an existing program launched in 2013 whose mission is, “to ensure that local businesses and communities providing support to our friends at Scott Air Force Base, their families, and all veterans are recognized as military friendly, while also growing the level of support the base receives from other area businesses.”

To qualify, businesses must demonstrate support such as discounts for military personnel and veterans, supportive hiring, or other supportive measures.

In 2017, Scott Patriot 2.0 was started to link veterans seeking employment opportunities with prospective employers.

Utilize Social Media



In addition to traditional advertising in Base publications and sponsoring of Base events, the City should develop a targeted social media strategy. Social media is a huge communication tool for Base personnel. The official SAFB Facebook page has over 60,000 followers. The City should utilize social media marketing such as paid Facebook sponsored posts as part of their advertising and marketing strategy. Initial small efforts can be tested for effectiveness before a larger roll out.

TARGET VETERAN ENTREPRENEURS

Develop relationships with Base personnel that are separating from service and interested in remaining in Southern Illinois and starting their own businesses. SAFB's Airman & Family Readiness Center provides counseling and transitioning services to assist military personnel and their families moving into civilian life. The Readiness Center offers a variety of programming, including a program currently called "Boots to Business" designed to help airmen and -women decide whether entrepreneurship is the right next step for them. The Center staff welcome engagement and participation in its programs, providing Fairview Heights an opportunity to engage directly with personnel and position the City as a place welcoming and interested in entrepreneurs. Additionally, exposure to the Metro East Business Incubator through base entrepreneurship programming can help grow the incubator, diversify the City's business base and create a pipeline of growing businesses for office and retail space in Fairview Heights.

INCREASE ENGAGEMENT WITH LEADERSHIP COUNCIL OF SOUTHWESTERN ILLINOIS

Continue to participate and increase engagement with the Leadership Council of Southwestern Illinois, which provides a conduit to SAFB personnel and business operations and which has made SAFB a priority for economic development.

For example, the Leadership Council has been a leading partner in developing and managing the Scott Patriot Program with SAFB and McKendree College. As noted previously, the Patriot Program started out as a means to promote military friendly businesses and has expanded to now help separating service people find career opportunities with regional employers. Continued active participation on the Military Affairs Committee, in particular, would provide Fairview Heights staff with a seat at the regional table to help understand and address the needs of the base and how to align business and civic resources with those needs. In addition to the Military Affairs Committee, the Council also supports three additional groups working with SAFB. With the potential for promoting base patronage of Fairview Heights businesses, staff should consider participation on the Scott Patriot Sub-team.

OTHER SAFB RECOMMENDATIONS

- Focus on SAFB contractors as a source of businesses to backfill existing commercial real estate and for new construction.
- Highlight existing government operations located in Fairview Heights to Base personnel to help attract any off-base federal operations to Fairview Heights office space.
- Leverage Base resources and activities to augment tourism in Fairview Heights.
- Promote opportunities to capture people attending Base events for shopping, hotel and entertainment venues in Fairview Heights.



CHAPTER 3

Place-Making



What is Place-Making: An Overview

What is “place-making”? It is a trendy term that is not always easily defined. A whole book could be written on the qualities and how to achieve a “sense of place”.

Place-making is not solely architecture, public places, landscaping, infrastructure, signage, or pedestrian amenities. It is the combination of all those elements and the siting and interaction of those elements that create a sense of place.

William H. Whyte’s book, *The Social Life of Small Urban Spaces*, was one of the first attempts to define the qualities of place-making. Today, LEED for Neighborhood Development (LEED-ND) and SITES (Sustainable SITES Initiative) are two of the best rating systems for defining successful place-making.

People usually know place-making when they see it or experience it. And there are many examples of recent place-making in Fairview Heights. The development of the out-lots around St. Clair incorporates place-making with high-quality architecture and pedestrian friendly elements. The new streetscape at Market Place is another example of place-making with streetscape enhancements.

This section includes an overview of the elements of place-making. As the City works with property owners and developers on place-making, these elements should be kept in mind.

Elements of Place-Making

This section provides an overview of the principles of place-making, including:

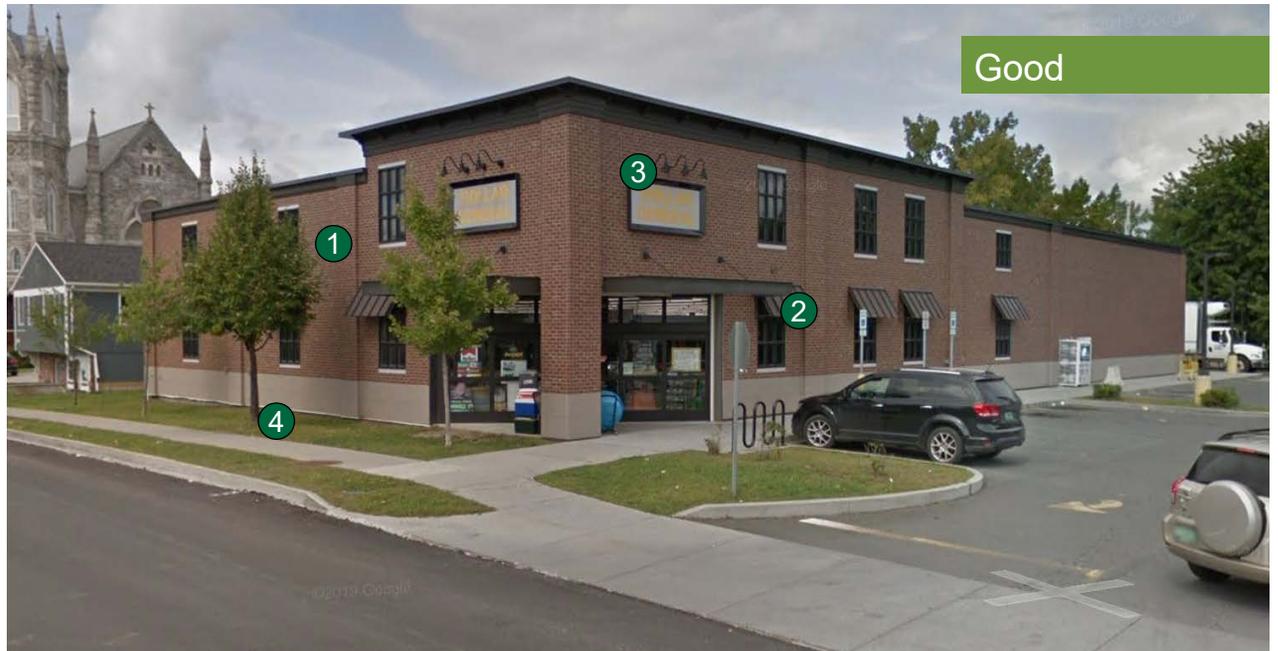
- High Quality Architecture
- Comfortable for Pedestrians
- Gathering Places
- High Attention to Detail
- Thoughtful Landscaping

HIGH QUALITY ARCHITECTURE

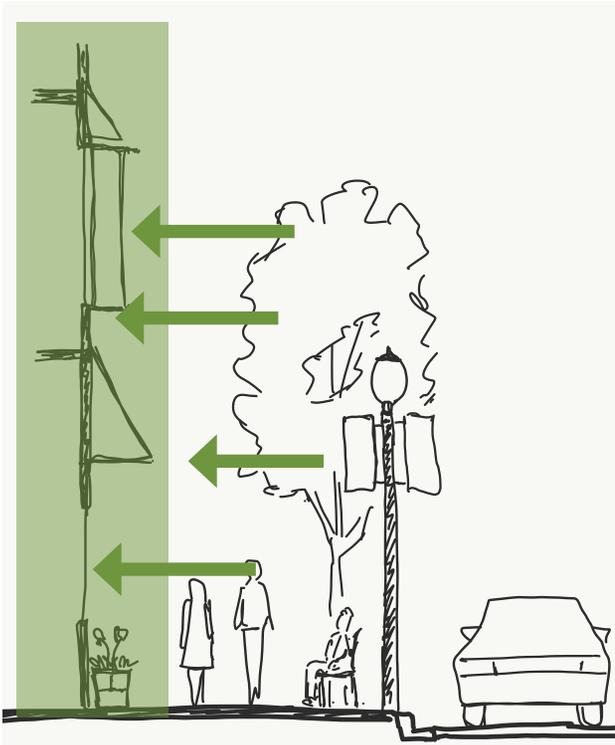
Place-making should include high quality architecture. The example on this page shows two examples of the same business, but with vastly different impacts because of the architecture of the buildings. Both examples have similar site layouts (close to the street and parking at the side of the building).

- ① High quality materials such as brick.
- ② Thoughtful building facades with windows, awnings, and other details.
- ③ Signage that is appropriately scaled for the building and complements the rest of the architecture.
- ④ Building is set close to the street, and includes space for street trees and tree lawn.
- ⑤ Store entry is welcoming for shoppers coming from either the sidewalk or the parking lot.

- Ⓐ Blank building facade with no attention to details or relationship to street.
- Ⓑ Building materials are concrete block that doesn't fit the context of surrounding buildings.

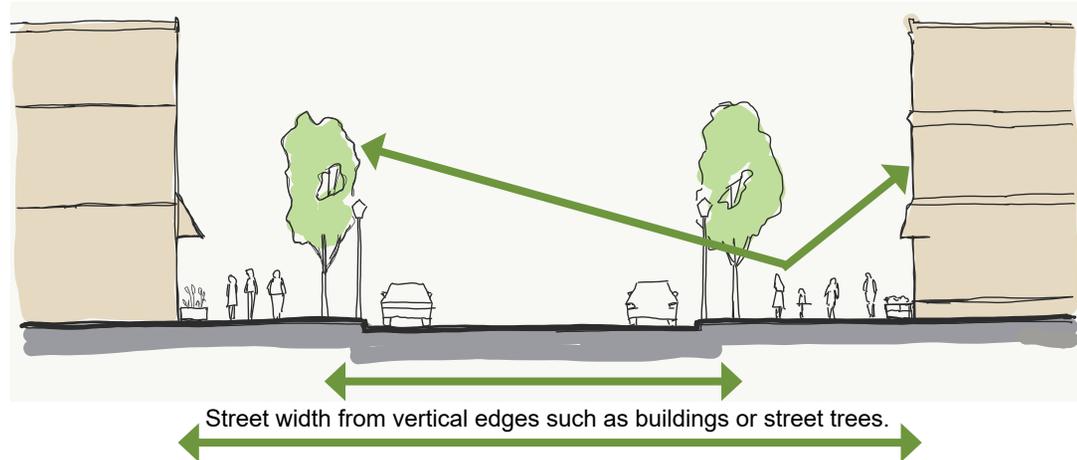


COMFORTABLE FOR PEDESTRIANS



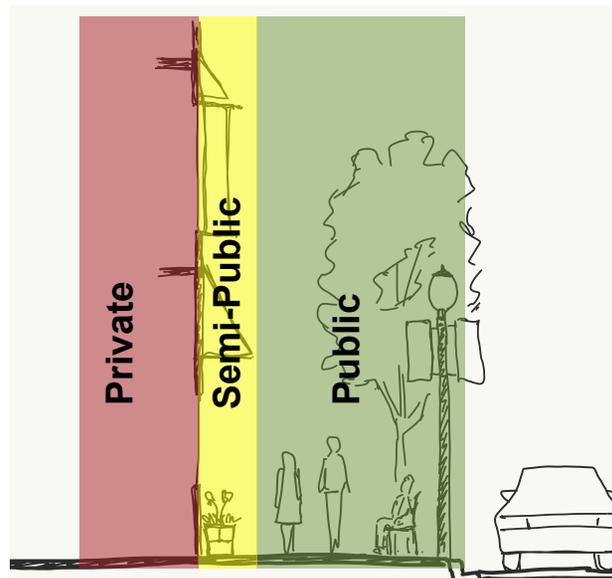
Transparent and Thoughtful Edges

Edges with transparent, multi-layered edges enhance the quality of the streetscape experience.



Sense of Enclosure

Streets that have a street width to building height ratio of at least 1:2 to 1:4 are comfortable for pedestrians. Sometimes other vertical elements such as trees can act as the street edge.



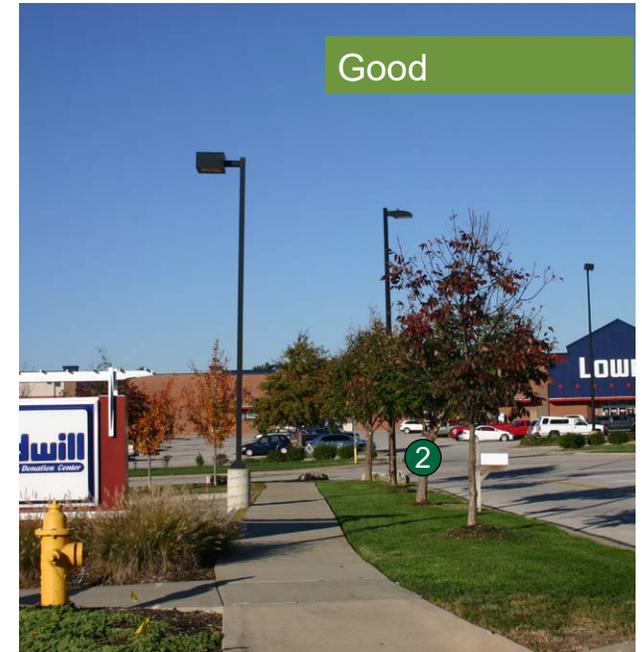
Transition from Public to Private Places

Comfortable places have a transition from public to private places. This “semi-public” space can vary in size.

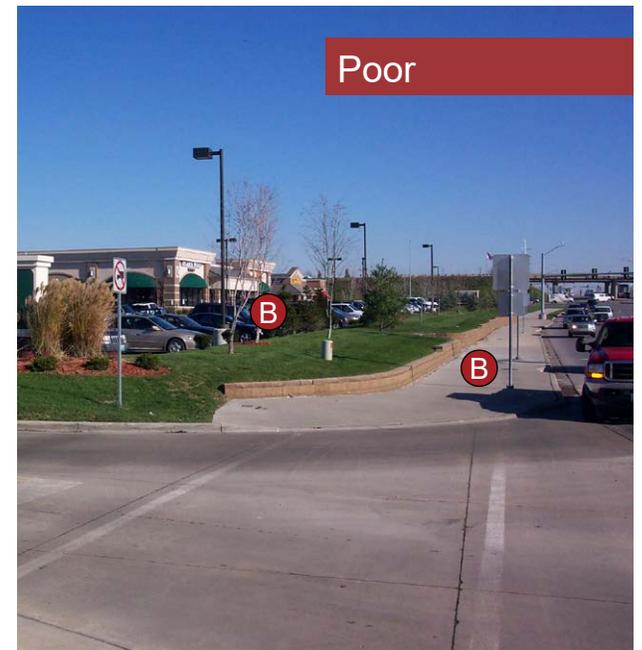
EXAMPLE: COMFORTABLE FOR PEDESTRIANS (Sidewalks)

Pedestrians feel comfortable when they have a sense of enclosure. The sense of enclosure typically comes from vertical elements such as buildings or street trees. The examples on this page shows street trees being used to provide a vertical edge and sense of enclosure. The “Poor” examples demonstrate that even with a sidewalk that is relatively wide and safe, it is not a comfortable sidewalk for walking.

- ① The close spacing of street trees provides a buffer between the sidewalk and the roadway and creates a sense of enclosure for pedestrians.
- ② Even on a big-box site, street trees and wide tree lawns can provide comfort to pedestrians and make them feel less exposed in a large expanse of parking.



- Ⓐ The lack of any vertical element on either side of the sidewalk creates a large expanse of openness that makes a pedestrian feel uncomfortable. The fence on the left may be an attempt to provide definition, but it is too far and not significant enough.
- Ⓑ Although there are some trees relatively close to the sidewalk, the placement of the sidewalk directly adjacent to a high volume roadway makes a pedestrian feel exposed and uncomfortable.



EXAMPLE: COMFORTABLE FOR PEDESTRIANS (Transparent Edges)

Transparent edges are another important element in creating a comfortable environment for pedestrians. Transparent edges are vertical and architectural articulations such as windows, awnings, architectural details, landscaping, and other elements.

The examples on this page are from the same street, but two different blocks. The street width, traffic volumes, and on-street parking are all the same in both examples. The only difference is the treatment of the edges.

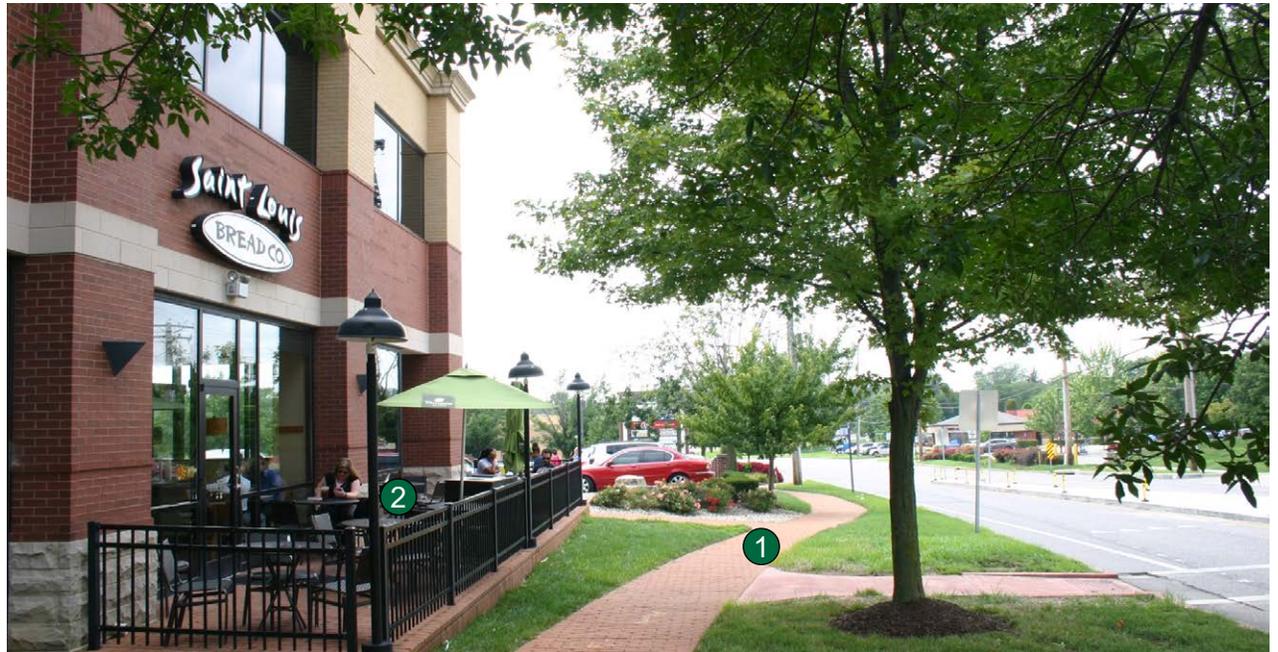
- ① The landscaping softens the effects of the pavement and architectural elements.
- ② The landscape varies in size, type, and texture which contributes to an interesting and transparent edge.
- ③ The architecture of the building includes windows and articulations in the facade.
- Ⓐ The space adjacent to the sidewalk is additional pavement which is monotonous and unattractive visually (and not environmentally friendly).
- Ⓑ Although the building has windows, the facade is fairly monotonous with little articulation.



EXAMPLE: COMFORTABLE FOR PEDESTRIANS (Transition from Public to Private)

Comfortable areas for pedestrians have transitions from public to private areas. A “semi-public” transition zone enhances the public realm and contributes to place-making.

- 1 The sidewalk is clearly in the public realm within the right-of-way of the street.
- 2 The outdoor seating area of the restaurant is technically private property, but visually it acts as a transition between to private indoors of the building and the public streetscape. This “semi-public” transition zone enhances the public realm and contributes to place-making.



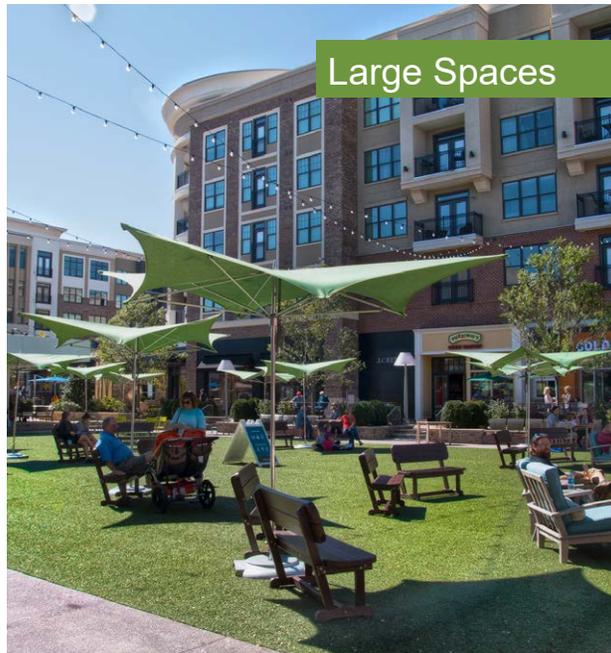
GATHERING SPACES (VARIETY OF SIZES)

Place-making includes gathering spaces. These gathering spaces can vary in size from large areas between buildings to small nodes along a sidewalk or building entrance. The scale of the gathering space should be appropriate for the context of the location.

A key aspect of a gathering space is that the spaces should avoid the “fish bowl” effect. The “fish bowl” effect occurs when users in a space feel as if they are being watch. Courtyards surrounded by building windows are a classic example of a “fish bowl” effect.

Gathering spaces should have multiple seating and circulation opportunities that allow visitors to have a choice between privacy and clustering with other users.

Micro-climate is an important considering for gathering spaces. Shade should be available on hot, sunny days. Sunny areas should be available during cold and chilly days.



HIGH ATTENTION TO DETAIL

Place-making should have high attention to details for pavements, seating, landscaping, lighting, and architectural details.

- 1 This walkway between retail buildings is more than just a functional sidewalk. Thoughtful landscaping edge the sidewalk and softens the building facades. Architectural lighting not only increases safety, but enhances the space visually. High quality building materials are included on the sides of the building.



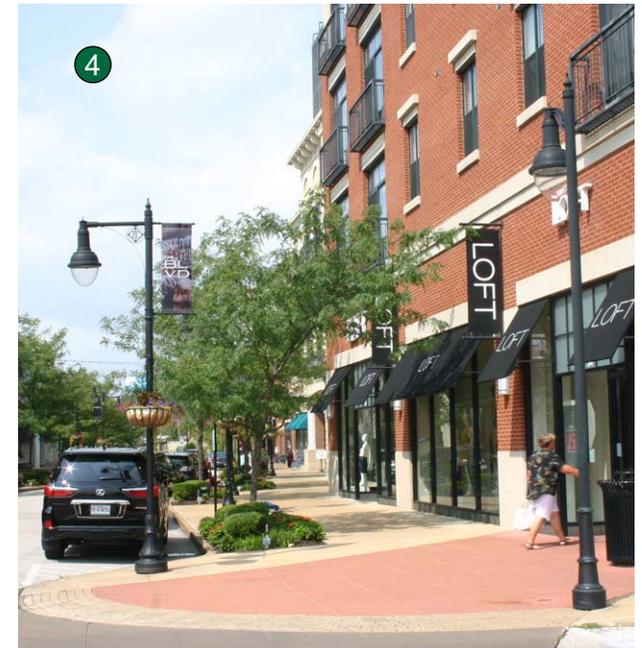
- 2 This shopping center includes many examples of details including pavement materials, building facades, entry gateways with branding elements, and landscaping.



- 3 This wall could have been just a blank wall, however the thoughtful use of landscaping with the climbing vine softens the wall visually and enhances the space.



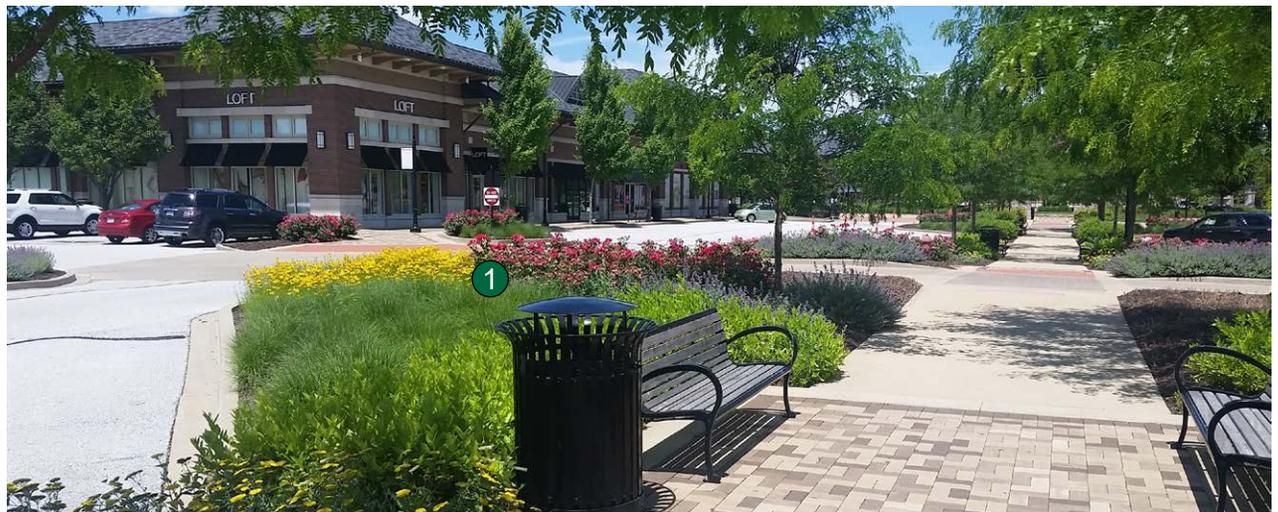
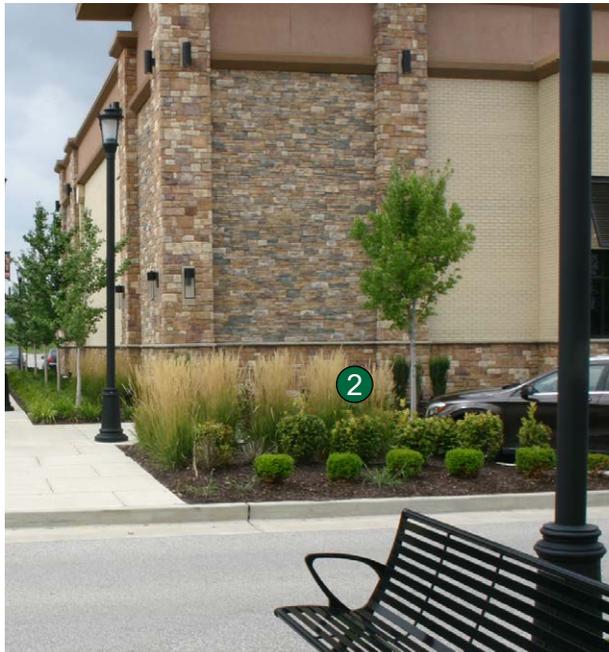
- 4 This shopping center includes many examples of details including pavement materials, awnings, ornamental lighting, banners, and landscaping.



THOUGHTFUL LANDSCAPING

Thoughtful landscaping can provide a variety of benefits in creating a sense of place. Landscaping can help screen parking, reinforce edges, define outdoor rooms, soften hardscapes and building edges, and provide cooling shade.

- 1 The plantings here not only screen the sidewalk and seating area from the parking lot, but there is a wide variety of plant materials including native plants. The variety of plants help to ensure seasonal interest and textures.
- 2 Parking is softly screened. A mix of evergreens and grasses provides almost year-round screening, but also provides different textures.
- 3 Seasonal color provides splashes of color. The location of the planting separates the outdoor dining area from circulation routes.



EXISTING PLACE-MAKING IN FAIRVIEW HEIGHTS

Fairview Heights already has many examples of the principles of place-making described in this section. The City can leverage existing examples and precedents. Developers and business owners have an expectation of quality based on existing examples already in the City.

- 1 Building facades that are good examples of transparent edges with windows, awnings, architectural details, and high quality materials.
- 2 High attention to details including ornamental lighting, banners, and streetscape elements.
- 3 Thoughtful landscaping that creates a sense of entry and helps to soften and buffer adjacent parking areas.
- 4 High quality architecture.



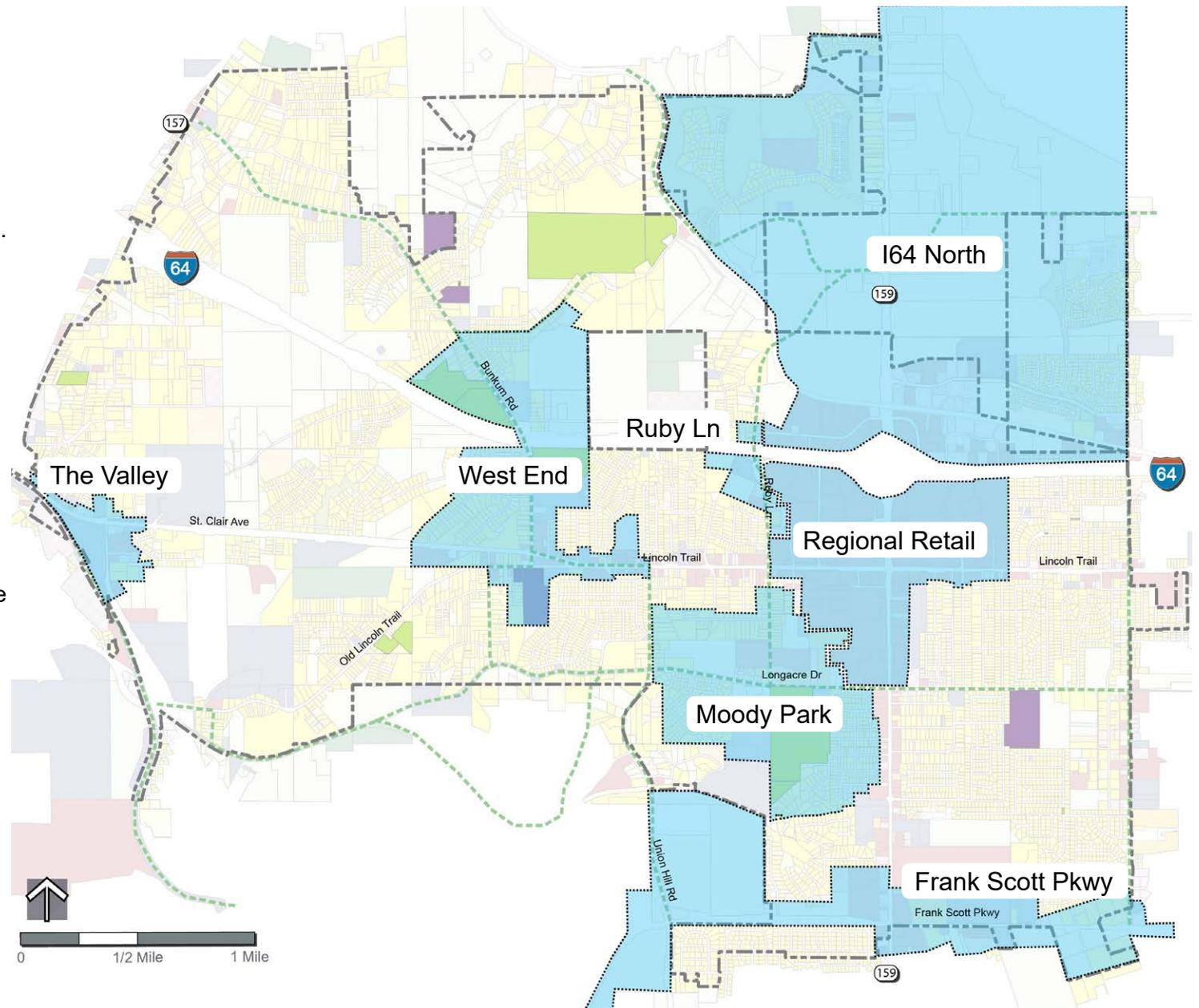
District and Neighborhood Strategies

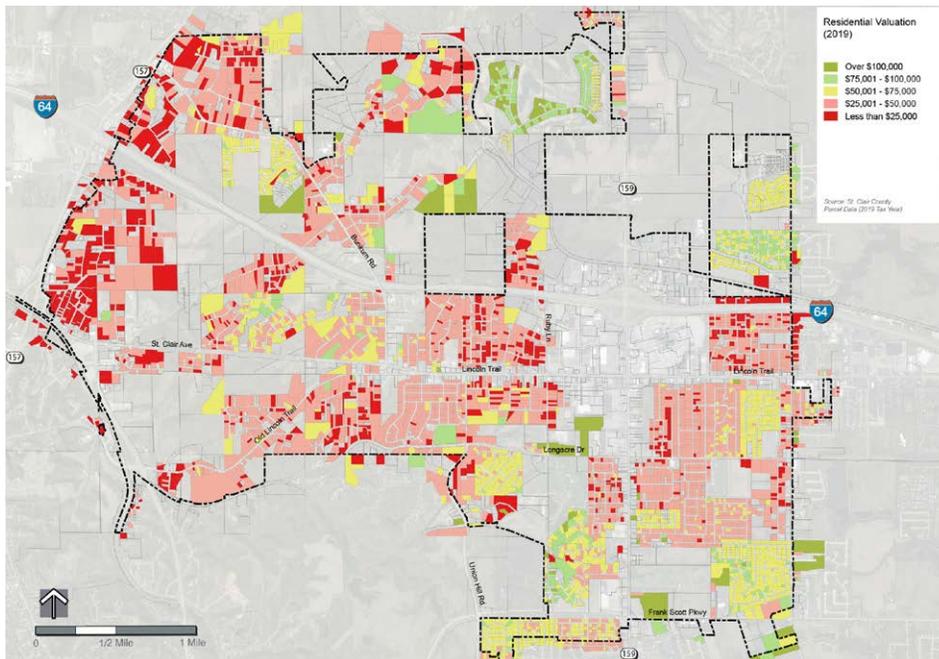
Many of the recommendations for Fairview Heights are not a one-size-fits all approach. Many of the recommendations are more specific toward certain areas of the city.

The map on this page shows “districts” or “neighborhoods” that define location specific recommendations and strategies.

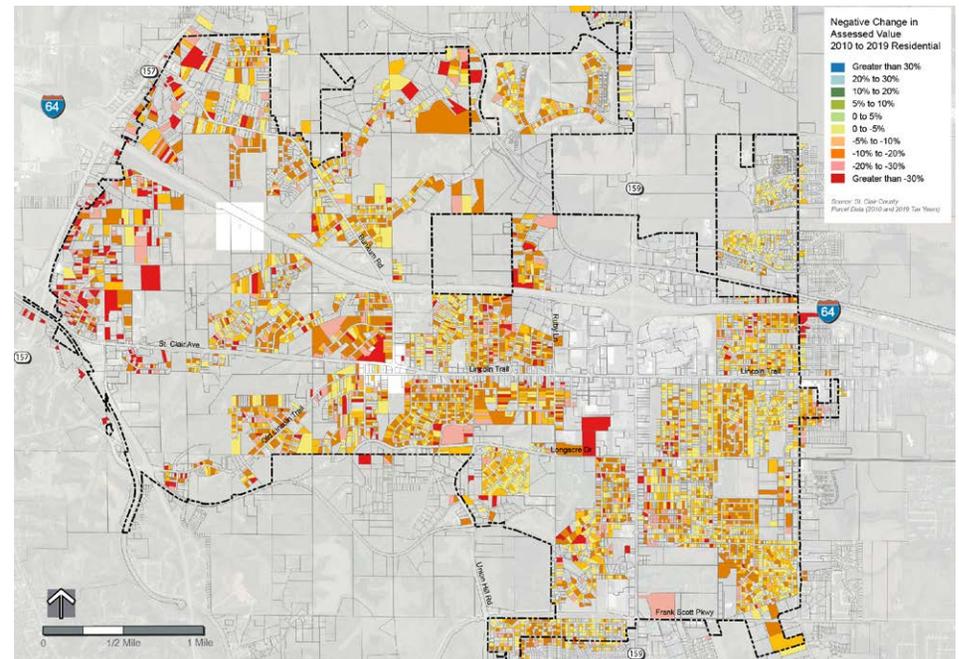
The districts shown are not meant to exclude other areas of the City. These areas should be used to concentrate focus and priorities in key areas of the City. By focusing on these areas, the City can best achieve long-term economic growth.

The formation of these districts was rooted in robust land-use analysis that is described in more detail on the following pages.





Assessed Residential Valuation (2019)

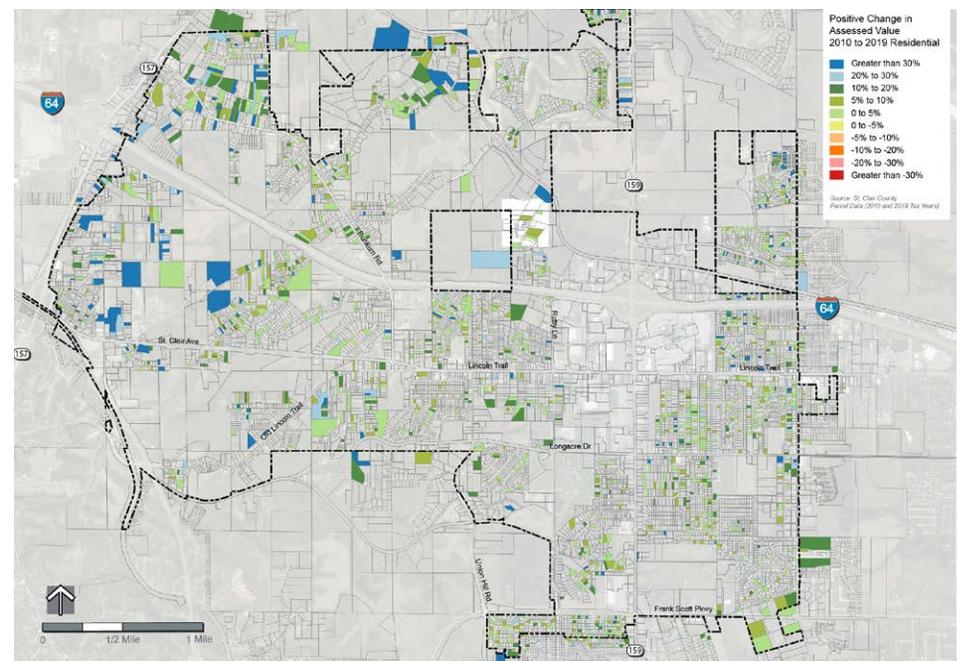


Negative Change in Assessed Residential Value (2010 to 2019)

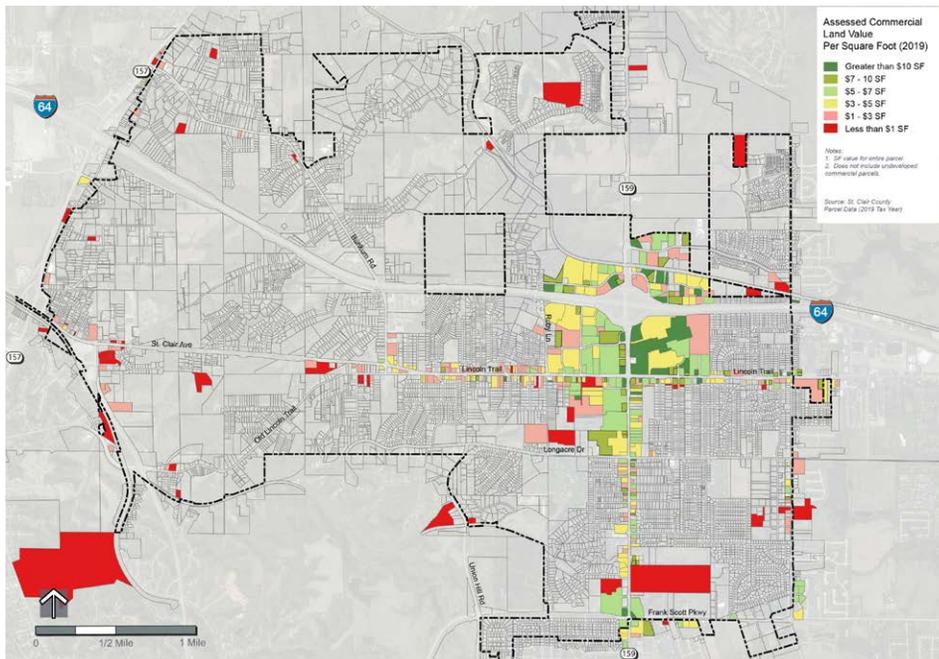
Residential Land-Use Analysis

Unfinished housing development, lack of new housing, and slow residential appreciation in Fairview Heights undermines its image as a thriving community, which is needed to attract new residents and additional investment. Further, aging housing stock and a lack of variety in housing options limits the pool of potential residents who might seek out Fairview Heights and thereby stymies growth.

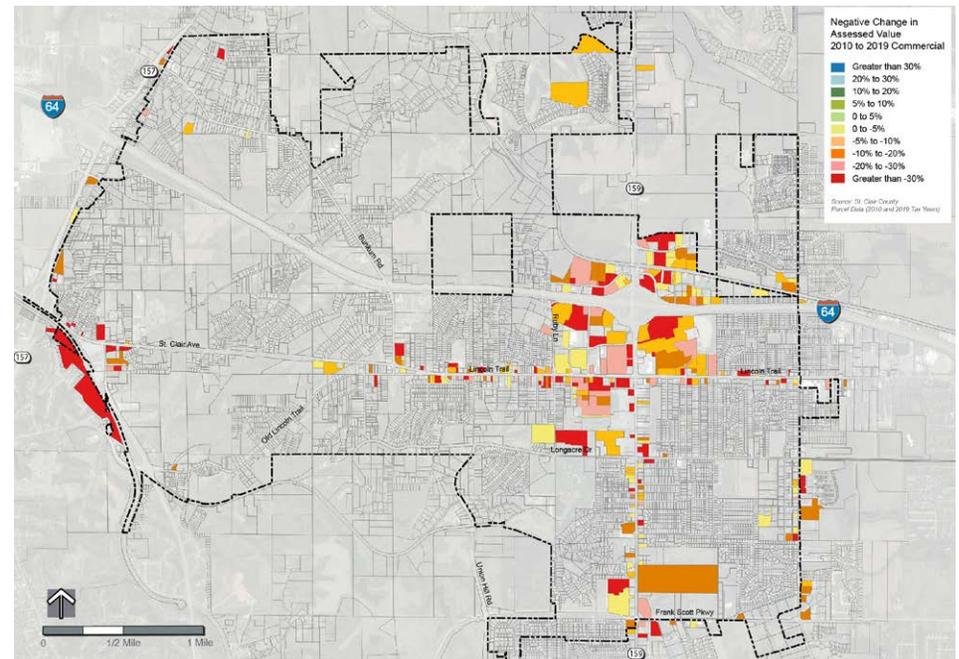
The City should focus on attracting new residential housing including single-family and multi-family in a variety of types and price-points.



Positive Change in Assessed Residential Value (2010 to 2019)



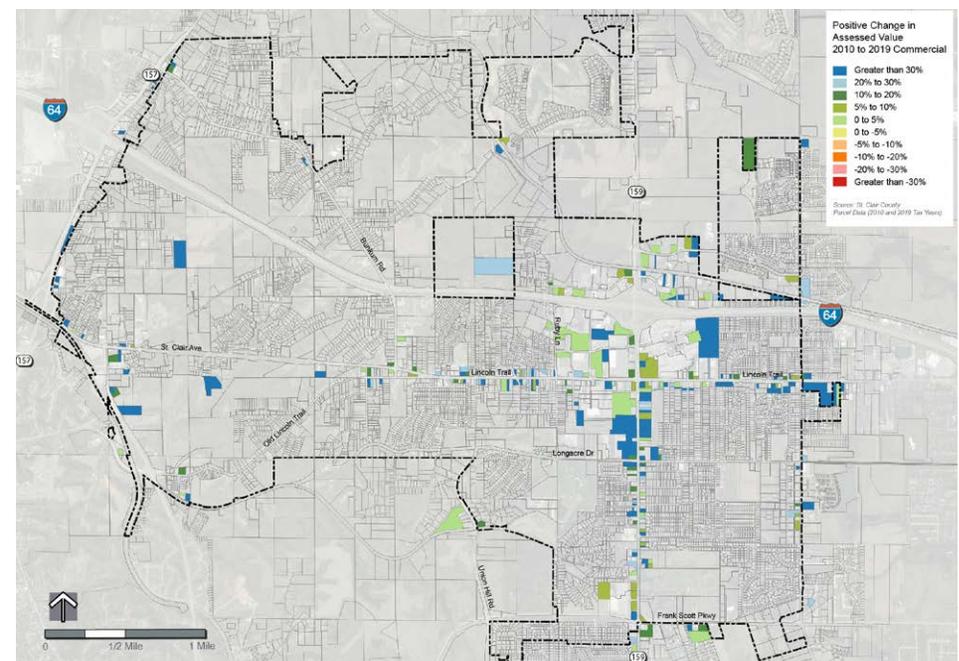
Assessed Commercial Valuation (2019)



Negative Change in Assessed Commercial Value (2010 to 2019)

Commercial Land-Use Analysis

Commercial land-use valuation and appreciation can vary widely from parcel to parcel, and often does not lend itself neatly to geographic summaries. However, sections of the City, including portions of Lincoln Trail, have shown clear distressed commercial land valuations that reflect challenges in the commercial market. Currently there is excess retail capacity: empty big box stores and seas of parking undermine Fairview Heights' image and existing retailers. As a result, the recommendations concentrate on backfilling existing assets with on trend retail, dining or entertainment venues and right-sizing the local retail footprint through redevelopment. In addition, in alignment with the City's comprehensive plan, recommendations also include transitioning some distressed commercial areas to high density residential.



Positive Change in Assessed Commercial- Value (2010 to 2019)

DISTRICT: REGIONAL RETAIL

Regional retail is the area south of I-64 along IL-159 and Lincoln Trail. This area has the most vibrant retail in the City with many national retailers and brands. With easy access from Interstate 64 with over 80,000 vehicles a day, the Regional Retail District is the hub of shopping for southern Illinois.

Key Recommendations:

- Focus on public realm aesthetic enhancements including:
 - I-64 entry monuments
 - Wayfinding signage
 - Bury utility lines
 - Streetscape enhancements
- Continue access management improvements.

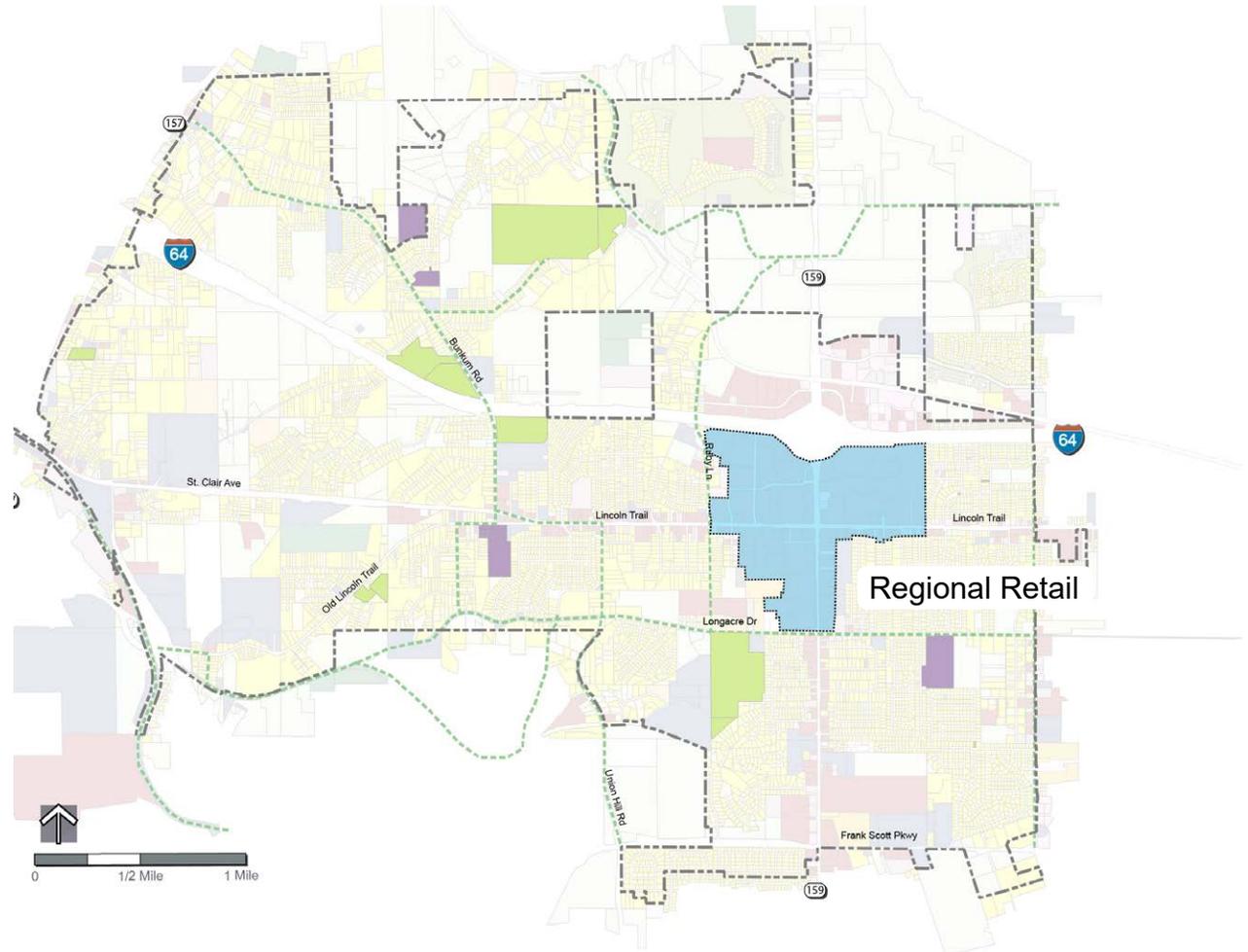
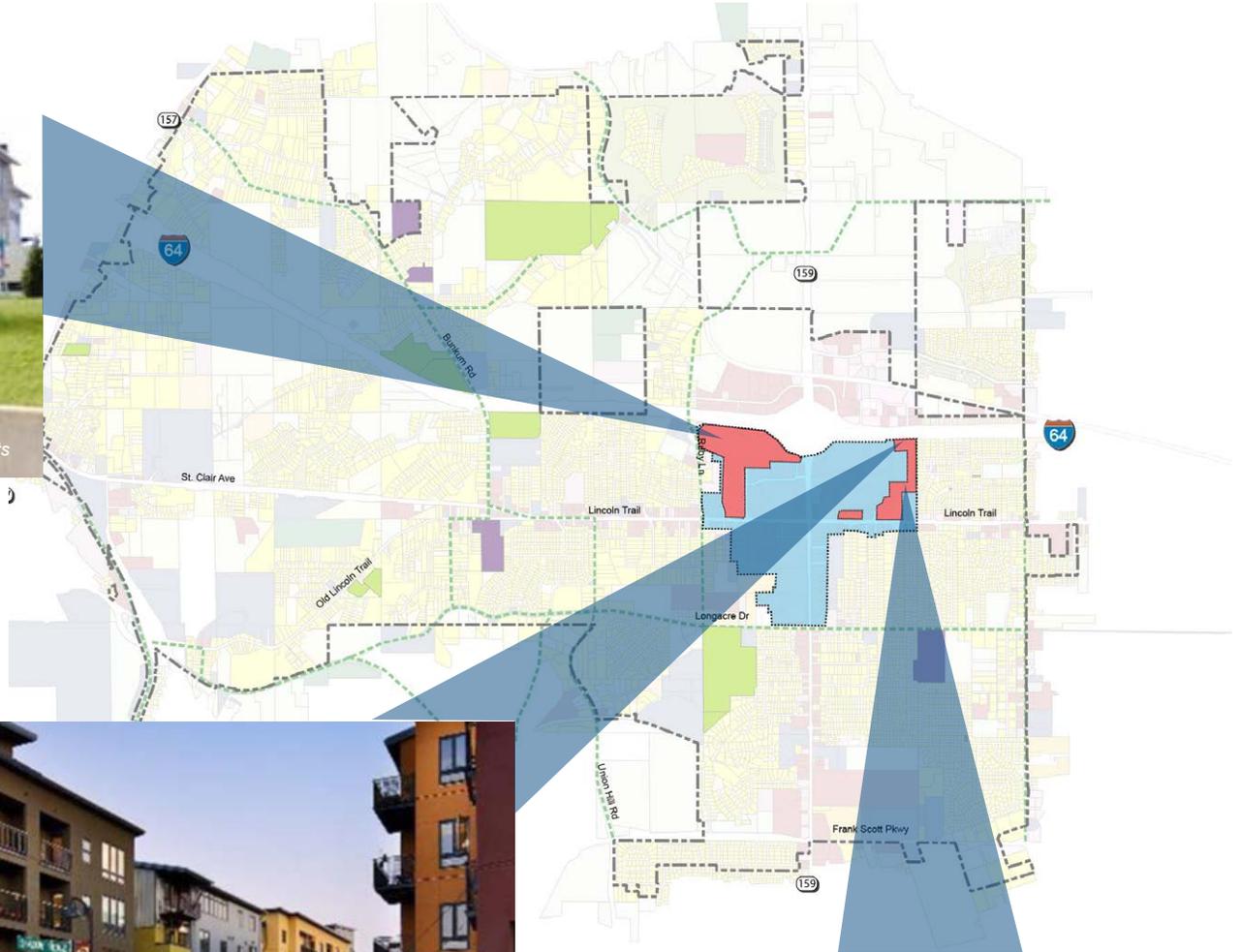




Photo source: Google Streets

Although the Regional Retail District is strong overall in terms of commercial uses, areas that are not as readily accessible have shown challenges with vacancies. Redevelopment in select locations with senior housing and multi-family housing is an opportunity to right-size the retail market and have highly visible new development along I-64.



Key Recommendations:

- Re-purpose excess parking capacity at St. Clair Square for multi-family residential development or flexible outdoor event space.
- Evaluate potential for re-positioning portions of the Marketplace Shopping Center as multi-family or affordable active, mature adult/senior living development (non-profit or for-profit models), with retail and services tailored to residents.

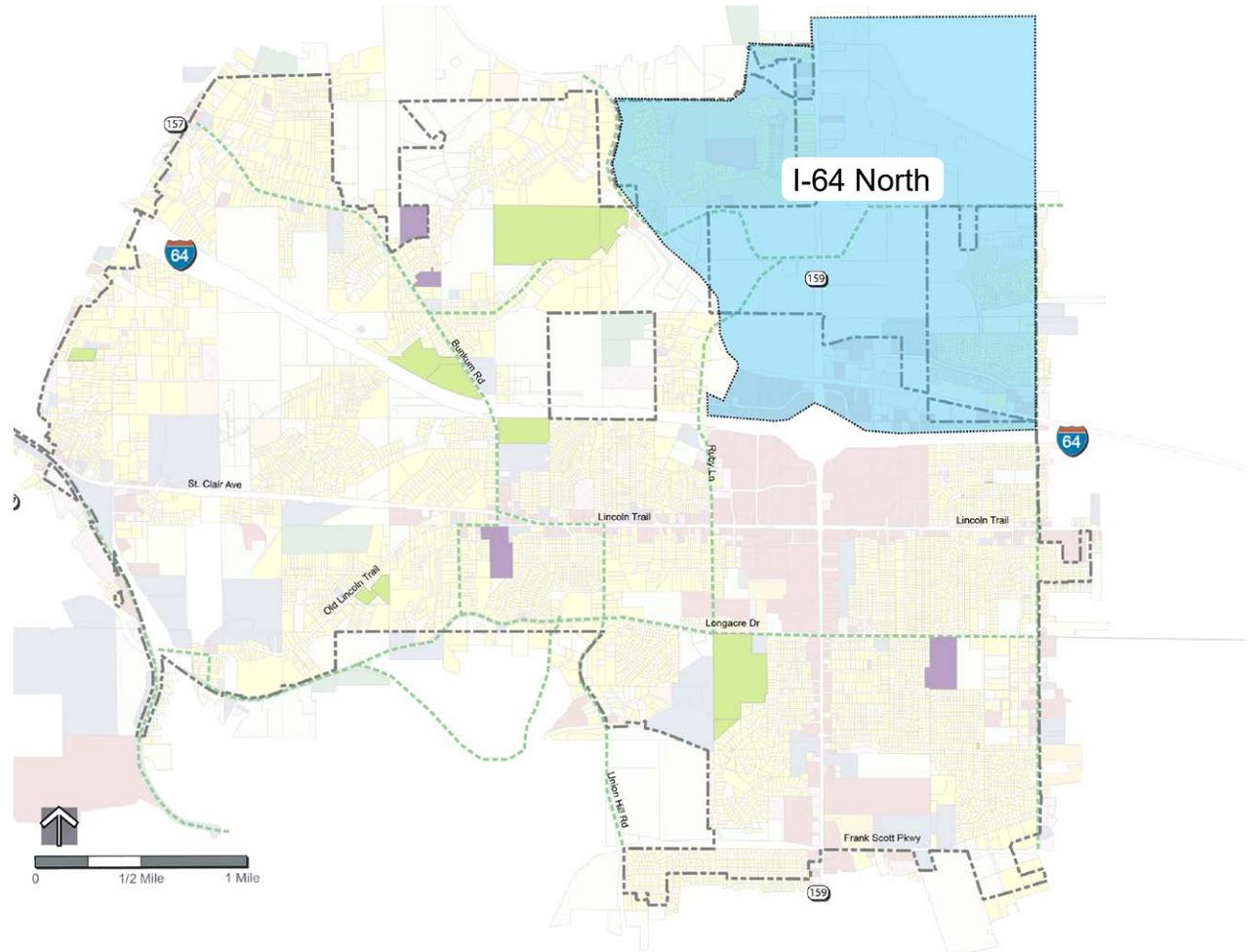


DISTRICT: I-64 NORTH

I-64 North District is the area north of I-64 along IL-159. The area includes both areas within and outside the existing City limits. Just north of I-64 is existing lodging, restaurants, retail, and office. Further north, much of the area is undeveloped and represents one of the largest undeveloped areas near an interstate exit for several exits along this section of I-64. Thus, this area has the potential for future growth for Fairview Heights and the City should plan for this area holistically, both within and outside the City limits.

A key aspect for future growth is the extension of utilities, especially sewer in this area. The City should work with Caseyville Township, Village of Caseyville and City of O'Fallon to address provision of utilities in a manner that supports new development.

The following pages describe additional details.



Ludwig Entertainment District

(See additional details on following pages)

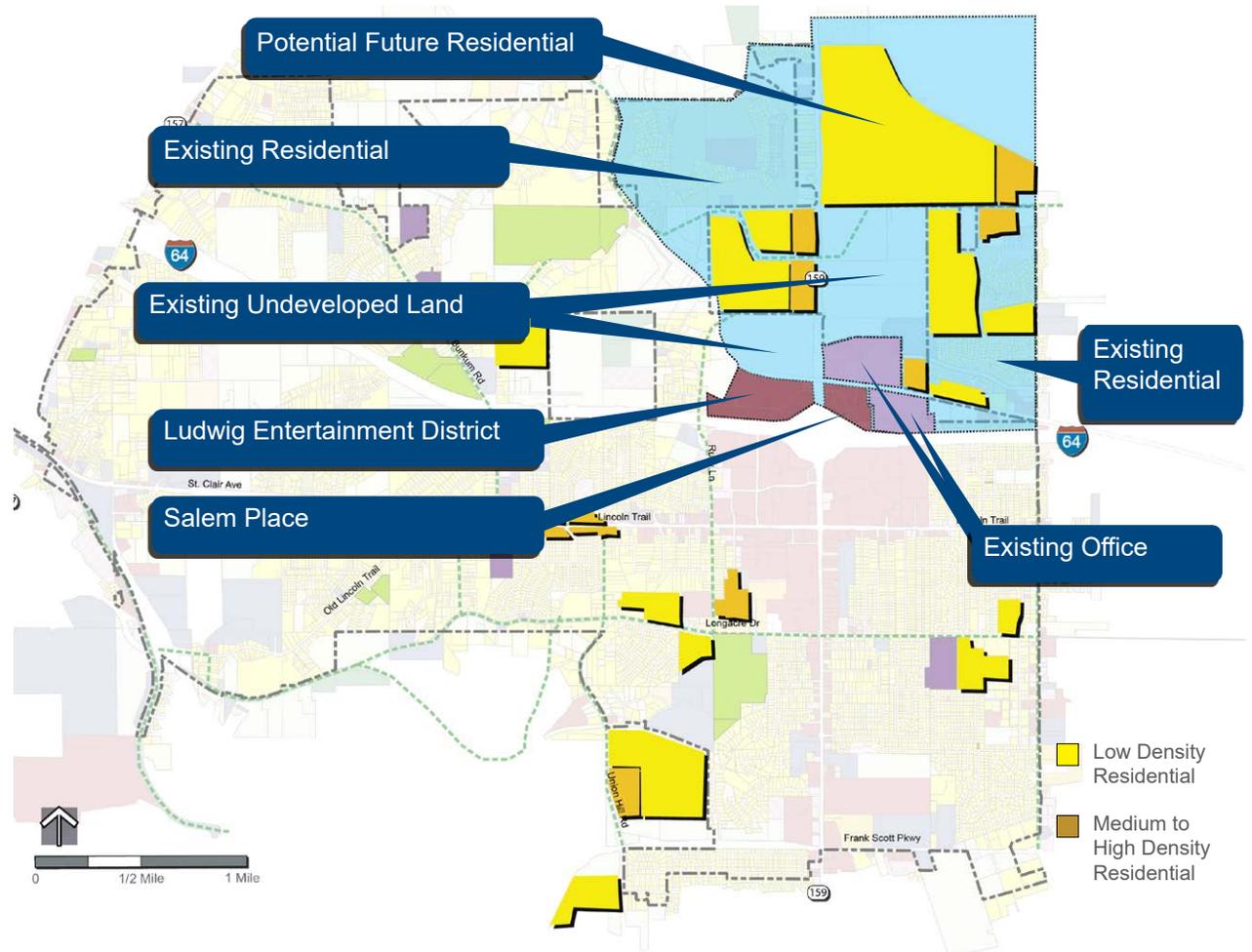
- Encourage and support the addition of complimentary entertainment/recreational aspects.
- Designate the Ludwig retail area as an entertainment district that encompasses Fairview Heights Plaza and offerings east of IL-159 (e.g., Four Points Sheraton St. Louis Conference).
- Create connections between Fairview Executive Plaza/Center development and Fountains and Ludwig entertainment district through streetscape, wayfinding and/ or pedestrian improvements to enhance the appeal of the office building complex.

Existing Office

- Focus attraction efforts for emerging market sector businesses (Professional and Business and Health Care and Social Service Assistance sectors) to help backfill existing office buildings, especially in the Fairview Executive Plaza/Center area.
- Continue to develop Fairview Heights' relationship with Scott Air Force Base (including through active engagement in the Leadership Council) in order to tap into base contractors (primarily IT-professional services firms) that potentially could backfill existing office space and/or construct new facilities in the Fountains.

Future Potential Residential

This area is located in the desirable O'Fallon School District and represents a large area for potential residential development. The City should actively seek to annex this area.



Existing Undeveloped Land

The City should annex this area to ensure City zoning and development standards are applied. The City should ensure that this area is planned for development holistically and not developed with piecemeal.

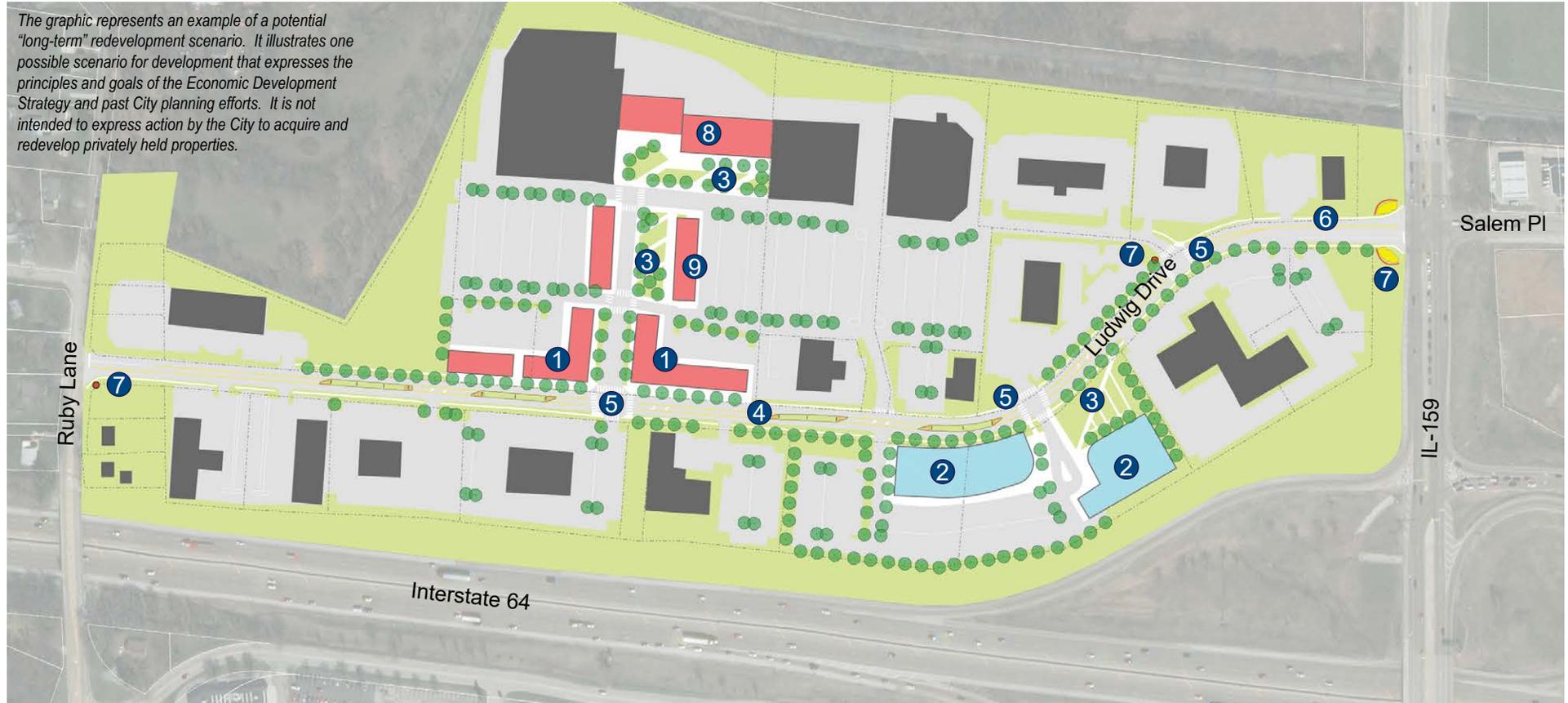
FAIRVIEW HEIGHTS PLAZA: EXISTING CONDITION



- 1 Existing stores need to respond to contemporary retail trends through repurposing and site and facade improvements.
- 2 Ludwig Drive lacks a sense-of-place with inconsistent building frontage and large expanses of parking.
- 3 Fairview Heights Plaza is disconnected from IL-159 with a lack of wayfinding, signage, and pedestrian accommodations.
- 4 The area has great visibility from Interstate 64.

FAIRVIEW HEIGHTS PLAZA: PROPOSED CONDITION

The graphic represents an example of a potential "long-term" redevelopment scenario. It illustrates one possible scenario for development that expresses the principles and goals of the Economic Development Strategy and past City planning efforts. It is not intended to express action by the City to acquire and redevelop privately held properties.



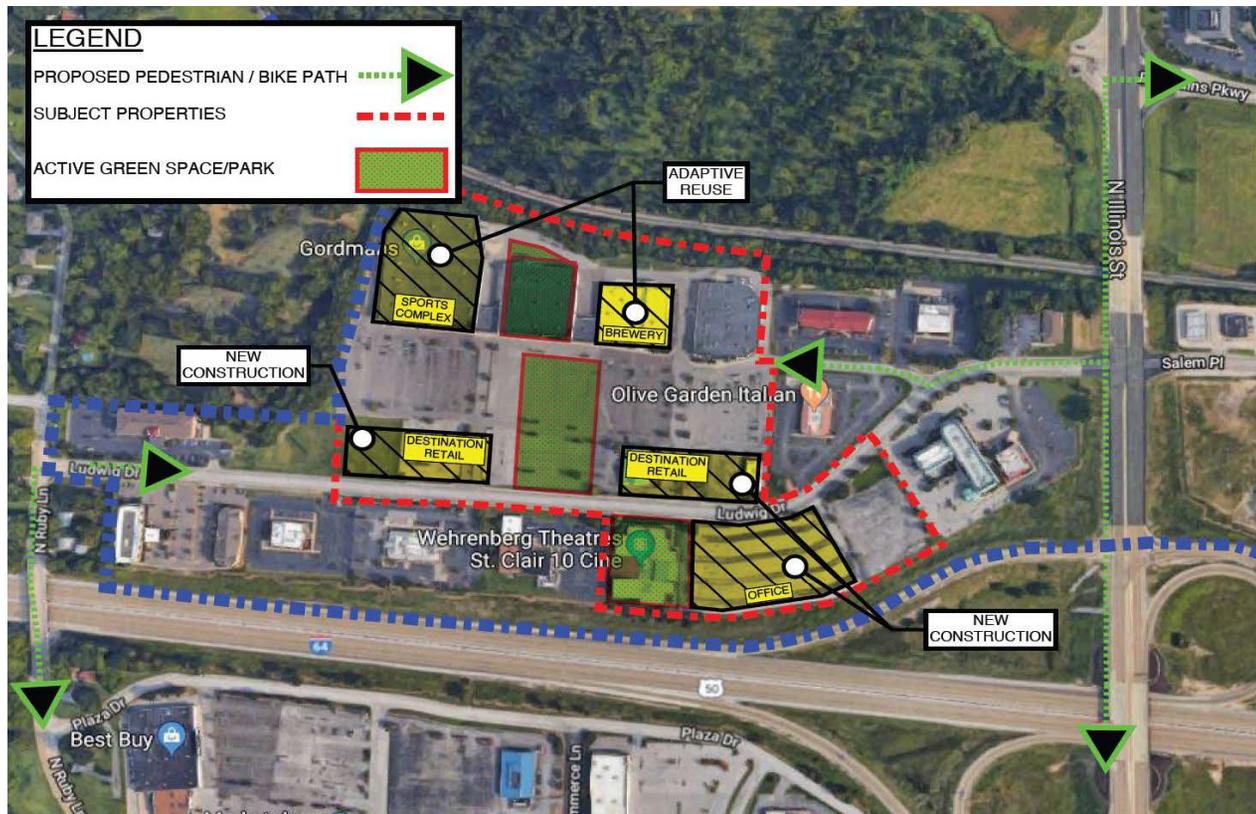
- 1 Encourage destination retail fronting Ludwig Drive and interior road to create walkable zone.
- 2 Encourage new office along I-64 to take advantage of access and high visibility. Office will help strengthen restaurant and hotel demand.
- 3 Multiple open space areas that compliment adjacent uses. Open space should be multi-purpose accomodating outdoor seating, dining, and event space (small concerts, events, etc). Uses may change based on time or day of week. For example, office plaza/open space could be used for event space in the evenings or weekends.
- 4 Streetscape improvements along Ludwig Drive. Ludwig has a constrained right-of-way, so a landscape median, with ornamental lighting and banners, may be one of the best opportunities to enhance the streetscape.
- 5 Pedestrian enhancements at new controlled intersections.
- 6 Infill gaps in the existing sidewalk system. Provide pedestrian crossings across IL-159 to Salem Place.
- 7 Install major entry features / wayfinding at the intersection of IL-159 and Ludwig Drive. Minor wayfinding at interior road split and at the intersection of Ludwig Drive and Ruby Lane.
- 8 Entertainment focused redevelopment such as restaurants, brewery, etc.
- 9 If market demand or phasing precludes a stand alone building adjacent to the open space, a strong vertical edge (decorative wall/fence with landscaping) should buffer the open space from the parking lot.

FAIRVIEW HEIGHTS PLAZA: EXISTING CONDITION (BIRD'S EYE VIEW)



- 1 Large expanses of parking and retail building set far back from Ludwig Drive does not meet current retail trends of a place-based approach.
- 2 There are no pedestrian crossings of Ludwig Drive. Although Ludwig Drive has sidewalks, there are gaps in the sidewalk network. In addition, there are limited streetscape enhancements such as street trees or ornamental lighting.

FAIRVIEW HEIGHTS PLAZA: URBAN LAND INSTITUTE RECOMMENDATIONS



In 2018, an Urban Land Institute TAP (Technical Assistance Panel) made several recommendations for long-term redevelopment along Ludwig Drive. The recommendations included place-making, increase access, and the formation of a business district that will position the area toward a vision as an entertainment district.

Place-making recommendations included increased open space, enhanced walkability, repurposing of existing buildings, and strategic placement of new buildings.

The Urban Land Institute recommendations are well suited to position Fairview Heights Plaza and the Ludwig Drive corridor toward a vision as an entertainment district. While the properties along Ludwig Drive are private, the City can work with property owners and businesses toward a long-term shared vision for redevelopment.

FAIRVIEW HEIGHTS PLAZA: PROPOSED CONDITION (BIRD'S EYE VIEW)



- 1 Open space and plaza areas should be integrated with buildings and be appropriately scaled to accommodate a range of activities including outdoor dining, small concerts, and community events.
- 2 Strategic new buildings fronting Ludwig Drive are an opportunity for destination retail or restaurants. By fronting Ludwig Drive, the buildings can activate the streetscape and create a walkable environment.

- 3 Re-purposing the existing retail frontage can activate this space and position it toward modern entertainment and retail trends.
- 4 Ludwig Drive has limited right-of-way for new streetscape enhancements. A median, with landscaping and ornamental lighting, may be the best opportunity to enhance the streetscape. Turning movements will need to be evaluated to determine the feasibility and final location of medians.

- 5 Key intersections along Ludwig Drive should have stop signs and include pedestrian crosswalks.

The graphics illustrates one possible scenario for redevelopment that expresses the principles and goals of the Economic Development Strategy and other past planning recommendations. It is not intended to express action by the City to acquire and redevelop privately held properties. Final redevelopment will depend on many factors including property ownership and market conditions.



Open Space Edged by Buildings

Future phasing or lack of market demand may preclude a continuous frontage of buildings along the interior drive and open space / plaza area. Future open space is still recommended, however, without a building fronting the space, adjacent parking areas should be screened with a combination of walls, fencing, and landscaping (see graphic on upper right). Careful attention should be paid to these edge conditions to ensure a welcoming entry while maintaining pedestrian flow.



Open Space Edged by Walls and Landscaping

DISTRICT: WEST END

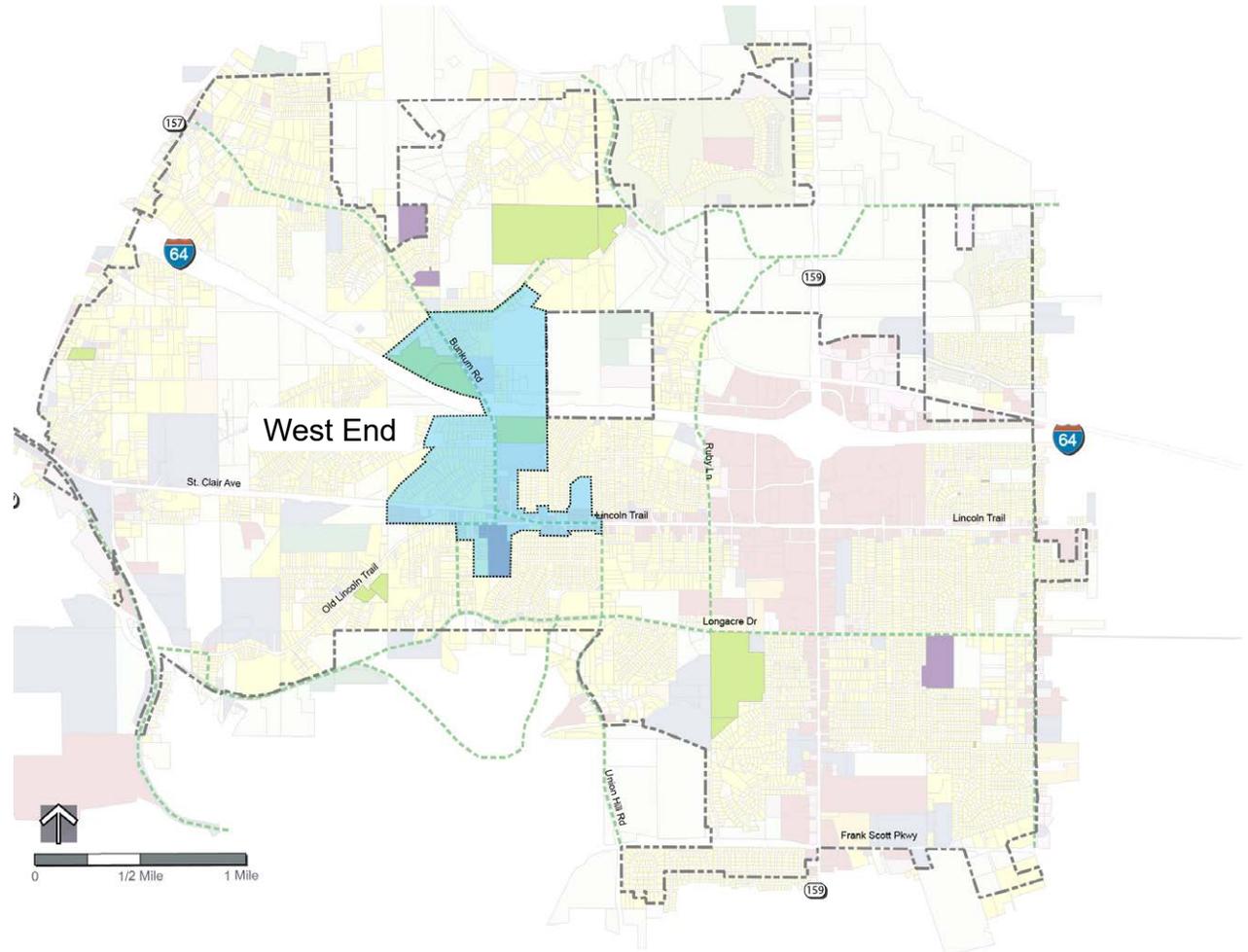
The West End Neighborhood centers around Bunkum Road and Lincoln Trail west of Union Hill. The West End includes multiple community assets including City Hall, the REC, Library, and Grant Middle School. In many ways, the West End is the center of Fairview Heights for residents.

The West End, however, also has several challenges. Distressed commercial along Lincoln Trail has led to vacancies. Although there are many neighborhood destinations, the area is not very walkable or bikable.

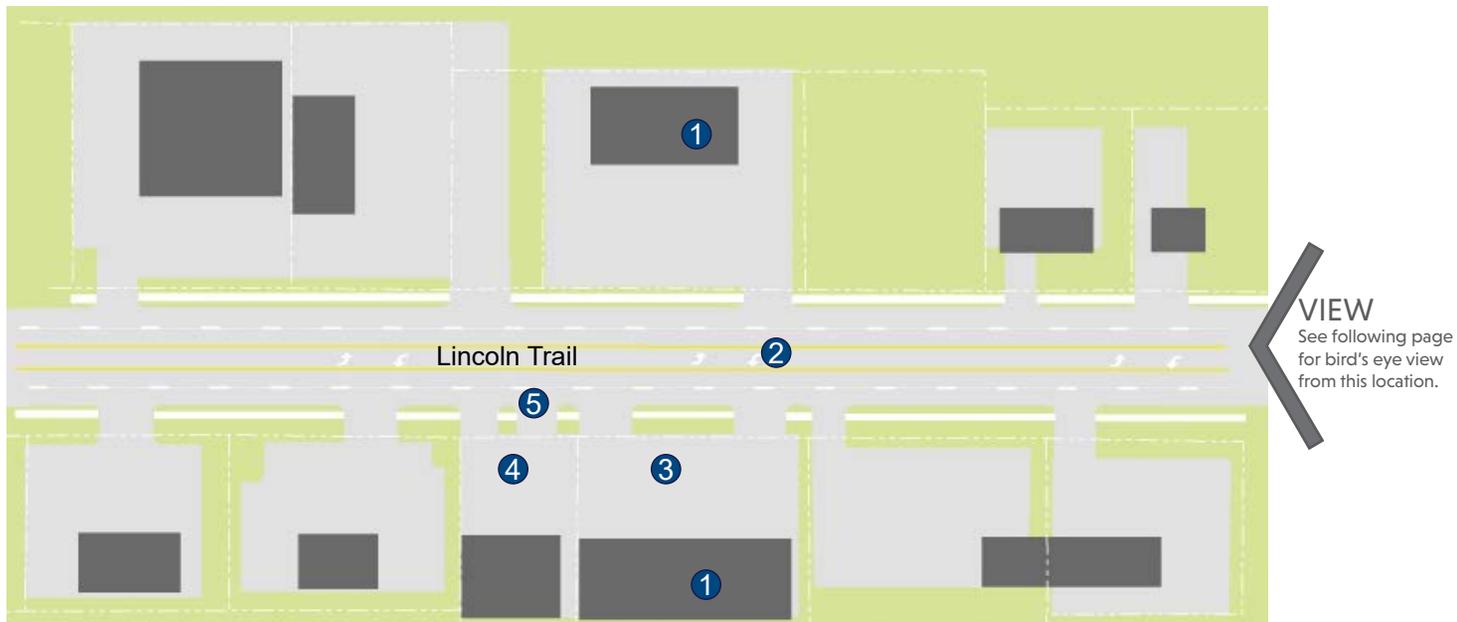
The opportunity for the West End is tremendous. New investment and redevelopment in the West End will provide an important anchor for Lincoln Trail and help strengthen commercial uses between the West End and IL-159. A strong West End will also help future investment further west along St. Clair Avenue and the Valley.

The following pages describe in more detail specific recommendations. The following are highlights:

- Neighborhood stabilization including enhanced code enforcement and proactive property maintenance programs.
- Transition of land-uses from commercial to high density residential and mixed-use.
- Streetscape enhancements and a road diet of Lincoln Trail.
- Targeted site improvement programs.
- Priority location for bike/pedestrian network (connection from Moody Park to the REC).



WEST END DISTRICT: EXISTING CONDITION



The above graphic is a prototypical representation of Lincoln Trail. These are not specific sites or parcels, but represents typical size and qualities of existing development.

- 1 Many existing retail and commercial sites along Lincoln Trail in the West End have struggled. Increased vacancies and decreased investments are key issues. Because of these issues, the 2011 Comprehensive Plan recommended a transition from commercial to higher density residential uses along Lincoln Trail.
- 2 Existing Lincoln Trail is a four-lane roadway with a turn lane. Based on existing traffic volumes, there is excess capacity. The four-lane roadway promotes higher traffic speeds which can be a detriment to neighborhood commercial. The higher speed roadway also discourages pedestrian and bicycle usage.
- 3 Large expanses of parking in front of buildings detracts from the overall streetscape experience.
- 4 Small parcels can be difficult to redevelopment or attract new investments.
- 5 Multiple access points can be a safety issue by creating multiple conflict points with traffic.

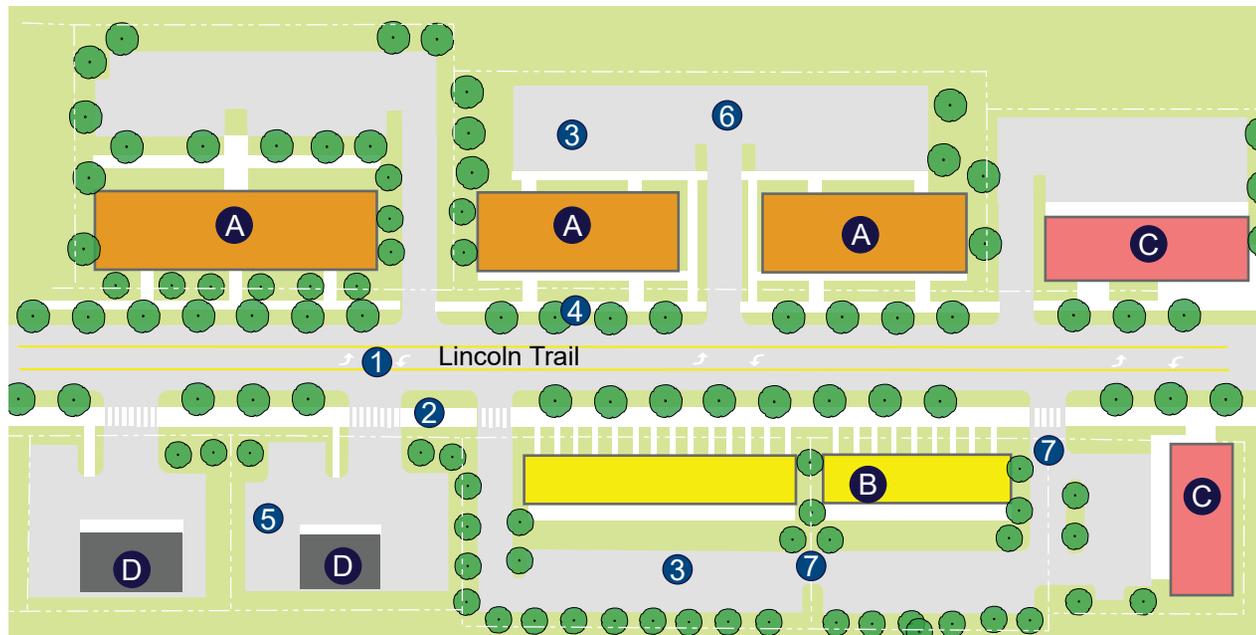
WEST END DISTRICT: EXISTING CONDITION (BIRD'S EYE VIEW)



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The graphic is a prototypical representation of Lincoln Trail. These are not specific sites or parcels, but represents typical size and qualities of existing development.

WEST END DISTRICT: PROPOSED CONDITION



- A** Apartments / Condominiums (3-story)
- B** Townhomes (2-story)
- C** Live-Work (2-story). Office or neighborhood retail on first floor, residential on second floor.
- D** Existing Commercial Buildings

The above graphic represents an example of a potential “long-term” redevelopment scenario. It is a prototypical representation of Lincoln Trail. These are not specific sites or parcels.

The above scenario highlights increased high-density residential (consistent with the 2011 Comprehensive Plan).

- 1** Road-Diet for Lincoln Trail
Existing traffic volumes suggest that a road-diet (from four-lanes with a turn lane to two-lanes with a turn lane) is feasible. The benefits of a road-diet include traffic calming and the opportunity to utilize the excess right-of-way for streetscape and pedestrian enhancements.
- 2** Multi-Use Trail
The road-diet will allow right-of-way for a multi-use trail. A multi-use trail along Lincoln Trail is an important segment in a citywide trail network connecting The Rec and Moody Park with neighborhoods in the City.
- 3** Street Frontage Development
New development should front the street with parking in the rear. When rear parking isn’t possible, parking should be at the side.
- 4** Streetscape Enhancements
The road-diet will allow right-of-way for streetscape enhancements such as street trees, ornamental lighting, and wider sidewalks.
- 5** Re-Use of Existing Buildings and Sites
Redevelopment along Lincoln Trail will happen incrementally. Some buildings will remain viable in the long-term. Existing sites should take advantage of existing City grant programs for site enhancements.
- 6** Consolidation of Small Parcels
Consolidation of smaller parcels should be encouraged to have larger parcels that are more viable for redevelopment and investment.
- 7** Access Management
Encourage cross access between parcels and shared driveways.

WEST END DISTRICT: PROPOSED CONDITION (BIRD'S EYE VIEW)



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- 7 Access Management**

Encourage cross access between parcels and shared driveways.

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MULTI-USE TRAIL PRIORITY LOCATION



Investment in the West End will also help implement the priority location for a multi-use trail in the City. The 2011 Comprehensive Plan recommended a city-wide network of bicycle trails. In ensuing years, additional community interest led to recommendations for Complete Street policies. Biking and walking facilities are one of the top quality-of-life factors, especially for new residents.

The road-diet of Lincoln Trail will allow right-of-way for a multi-use trail. A multi-use trail along Lincoln Trail is an important segment in a citywide trail network connecting The Rec and Moody Park with neighborhoods in the City.

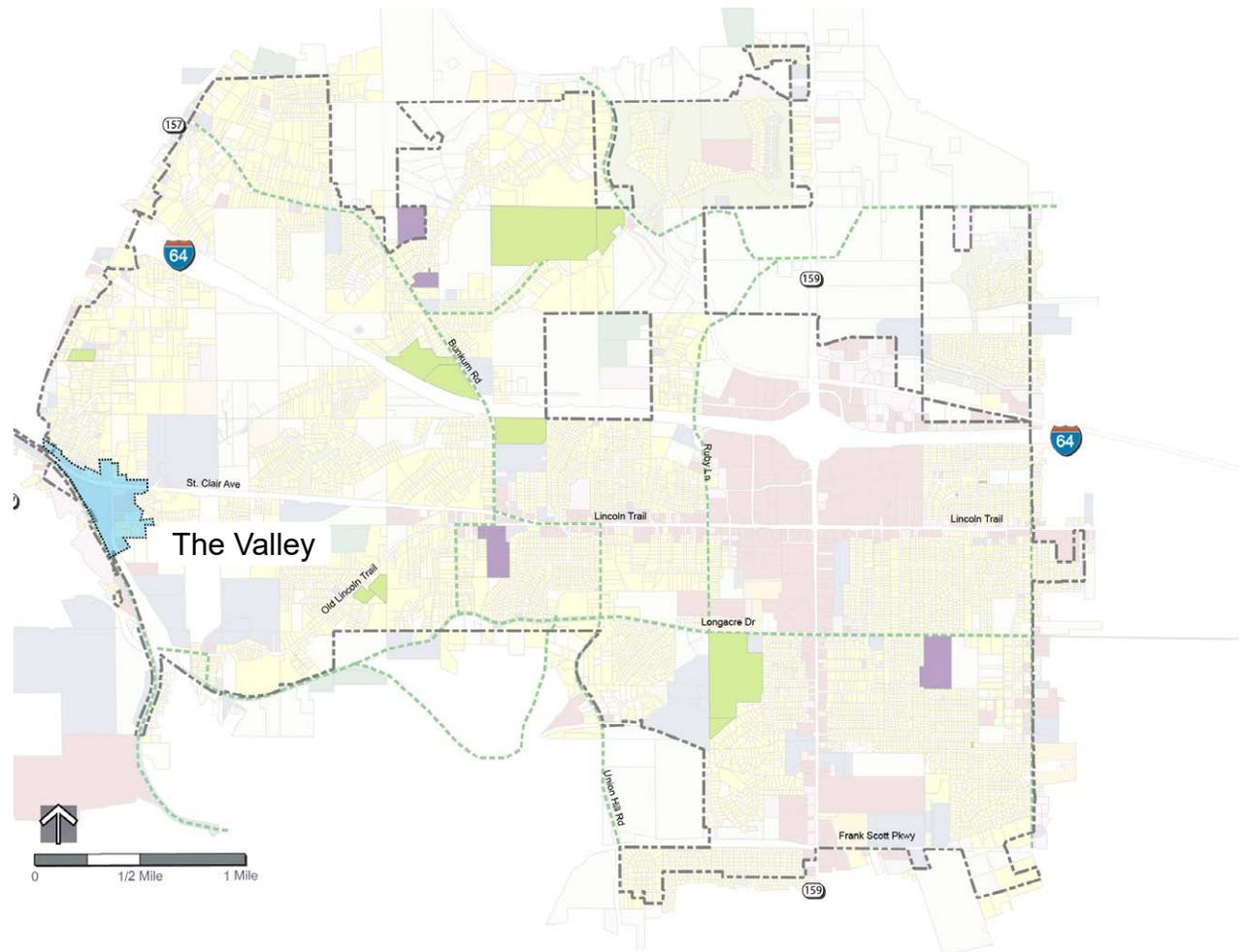
DISTRICT: THE VALLEY

The Valley is the area that is centered around the MetroLink station, St. Clair Avenue, and IL-161. The Valley is home to many long-term businesses such as Jacob Sunrooms and Exteriors and Bobcat of St. Louis.

However, MetroLink, although a popular commuter station, has not spurred associated transit oriented development despite past efforts. Previous efforts have included the East West Gateway Council of Governments Transit Oriented Development (TOD) plan for the Fairview Heights MetroLink Station and a 2015 Request for Proposals issued by the City of Fairview Heights.

Highlights of recommendations include:

- Promote New Markets Tax Credits to encourage new development around the MetroLink station.
- Create an open-air community space at the corner of St. Clair Avenue & IL-161 that could be used for community events or pop-up retail and grocery space.
- Work with MetroLink to invest in additional landscaping or artwork along the station's entry drive to create a more pleasing environment for commuters.
- Support business and residential efforts to adjust school district boundaries to expand higher performing districts footprints within the Valley and the City overall.

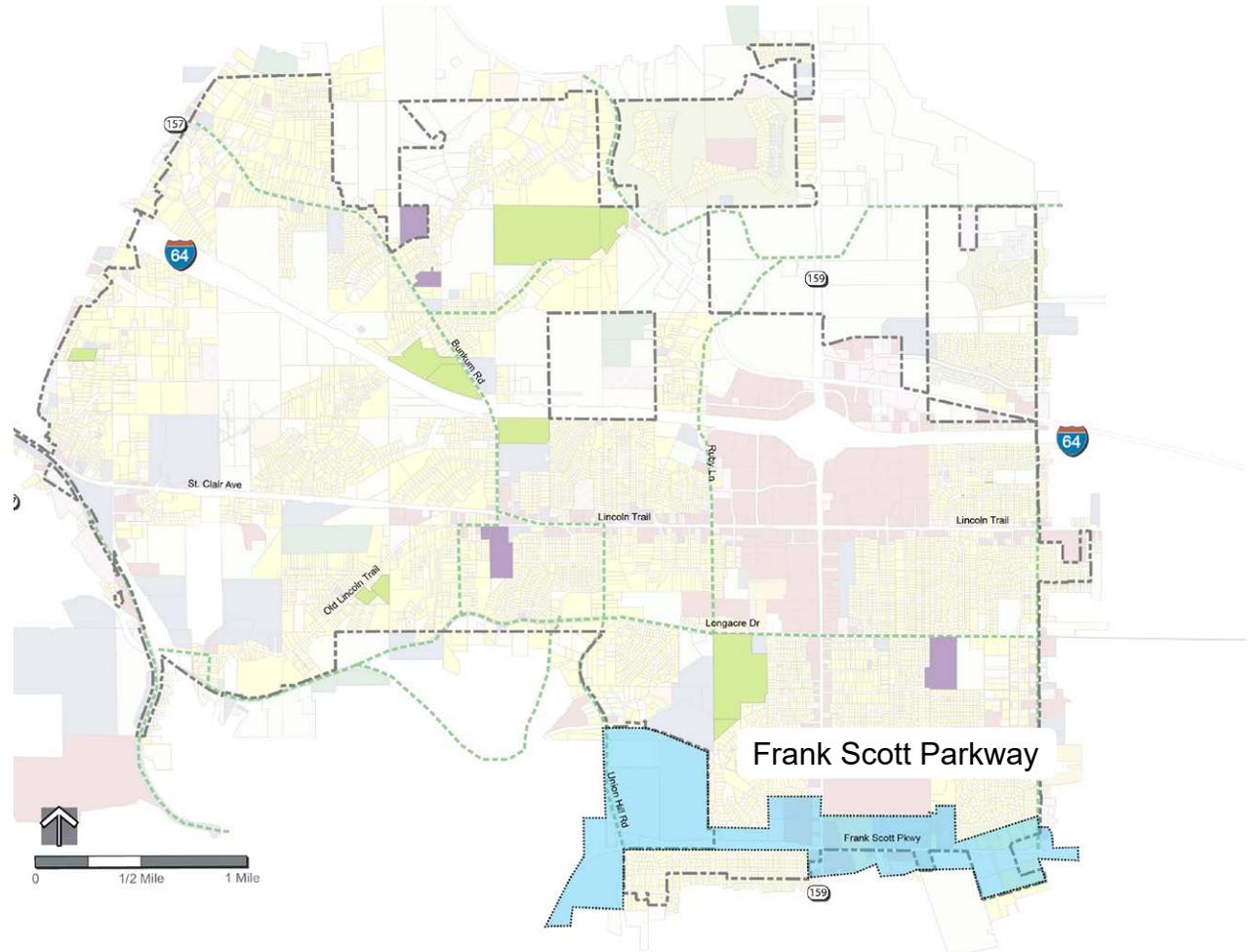


DISTRICT: FRANK SCOTT PARKWAY

Frank Scott Parkway District is the corridor along Frank Scott Parkway. The District has an existing mix of retail (such as Target), office, and residential.

Highlights of recommendations include:

- Promote office development for local businesses (including restaurants and medical buildings) along Frank Scott Parkway in the Frank Scott Neighborhood that builds on extends existing development at IL-159 and Frank Scott Parkway.
- Annex area between the existing City limits and Union Hill Road and just southwest of Union Hill Road. The annexed area land uses should be residential with commercial uses adjacent to Frank Scott Parkway.

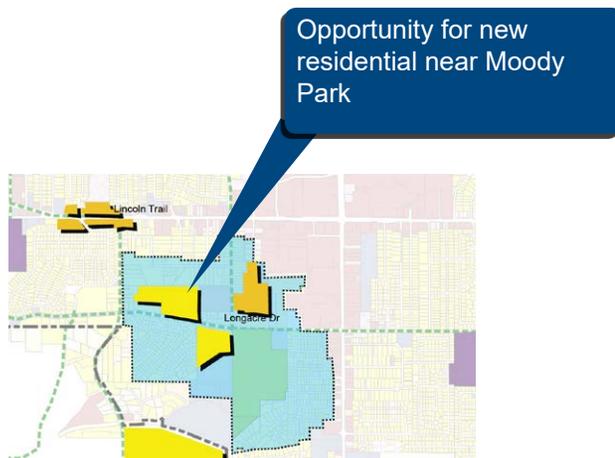
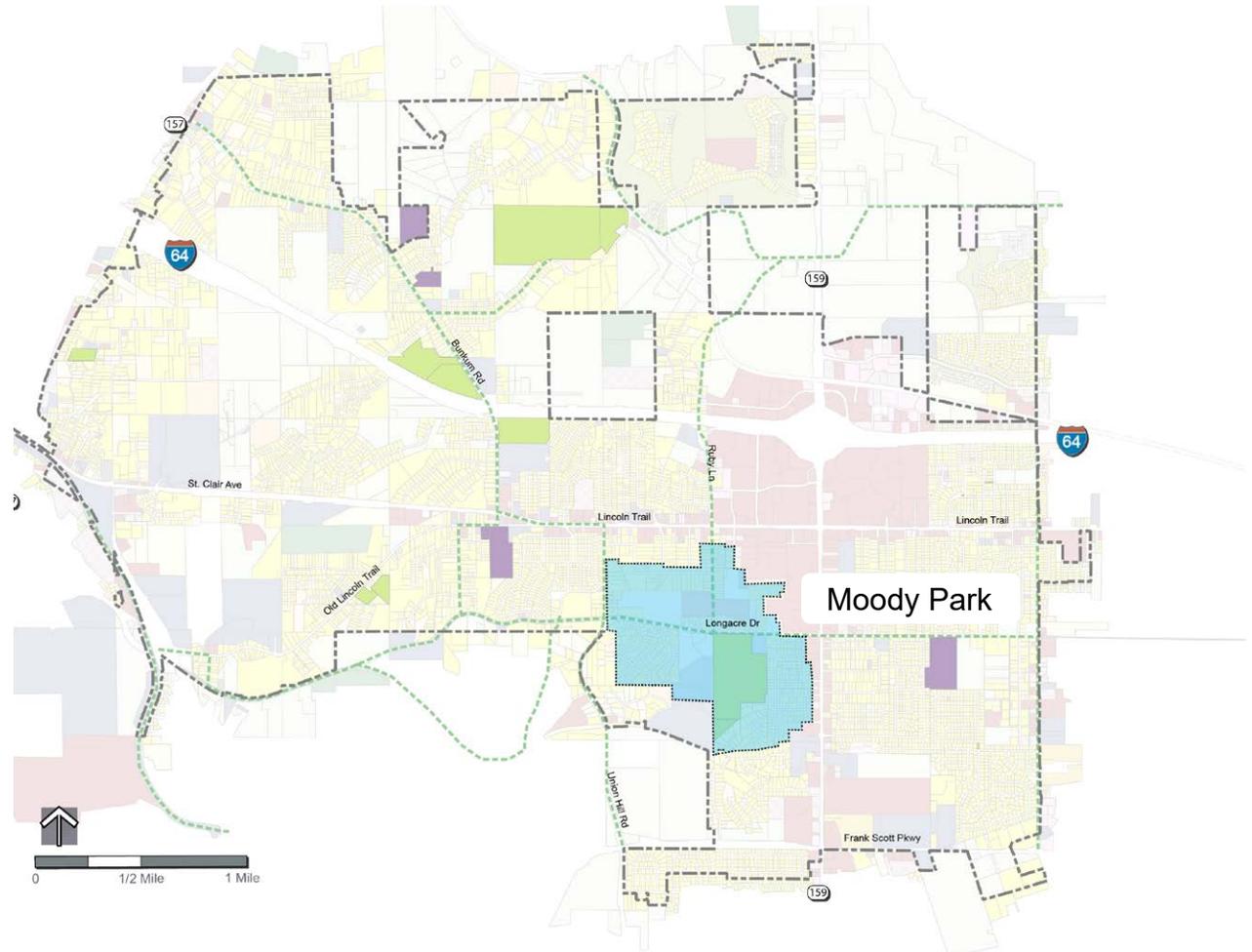


DISTRICT: MOODY PARK

The Moody Park District is the area centered around Moody Park. Moody Park is the premier park in Fairview Heights and is the home to the annual Salute to the Arts, one of the region's premier art fairs.

The area around Moody Park is a mix of single family and multi-family residential. Additional infill residential is recommended, especially higher density residential that can take advantage of the desirable location near Moody Park and the retail and restaurants along IL-159. However, mining subsidence issues may limit development opportunities in this area.

With or without additional development, Moody Park should be considered an anchor for this area of Fairview Heights. A strong bike/pedestrian connection between Moody Park and the REC can be the backbone of a citywide bike/pedestrian network throughout the City.



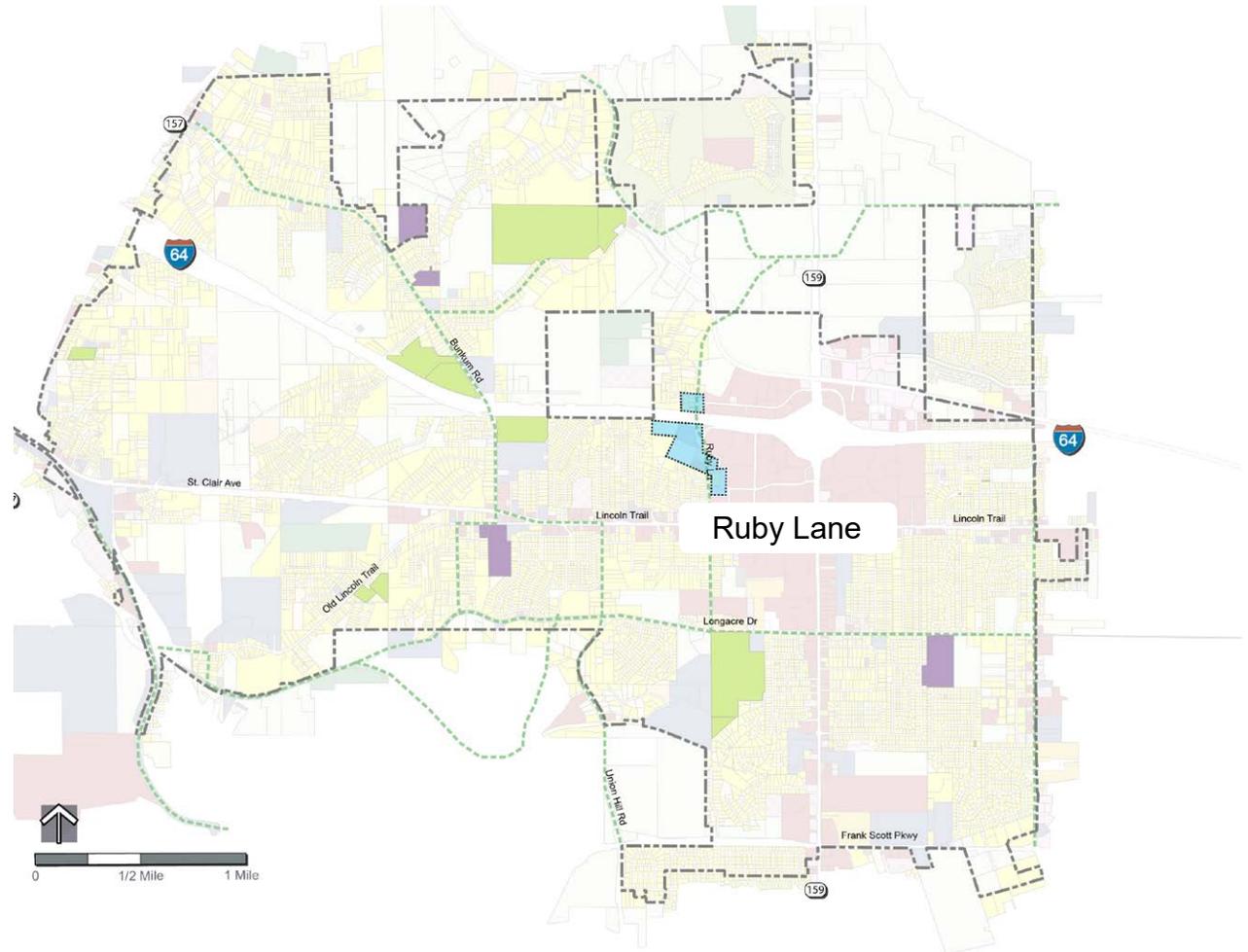
DISTRICT: RUBY LANE

The Ruby Lane District is the area along Ruby Lane just north and south of Interstate 64. In the past, this area has been one of two focus areas for a new interstate access (along with Union Hill Road).

However, the Federal Highway Administration has stringent standards that must be met to secure additional or modified access to the Interstate system, and it must be demonstrated that any new access would improve safety and operational conditions on the freeway. These standards also require that all other options be exhausted, including enhancements to the secondary road system. Because of the stringent standards, access to the Interstate at Ruby Lane or Union Hill Road has not moved toward implementation.

While the City could continue to reserve this area for future interstate access, the City should also consider utilizing this area for targeted development. Any development in this area should be part of a broader vision of development for the Market Place area, including mixed-use and multi-family housing. The Ruby Lane District should not have piecemeal development.

The transportation section of this document recommends conducting a Corridor Planning Study that evaluates both an east-west northern roadway connection and a future additional I-64 interchange. Based on the results of the Corridor Planning Study, the City can then determine the strategic direction for the Ruby Lane District as discussed above.



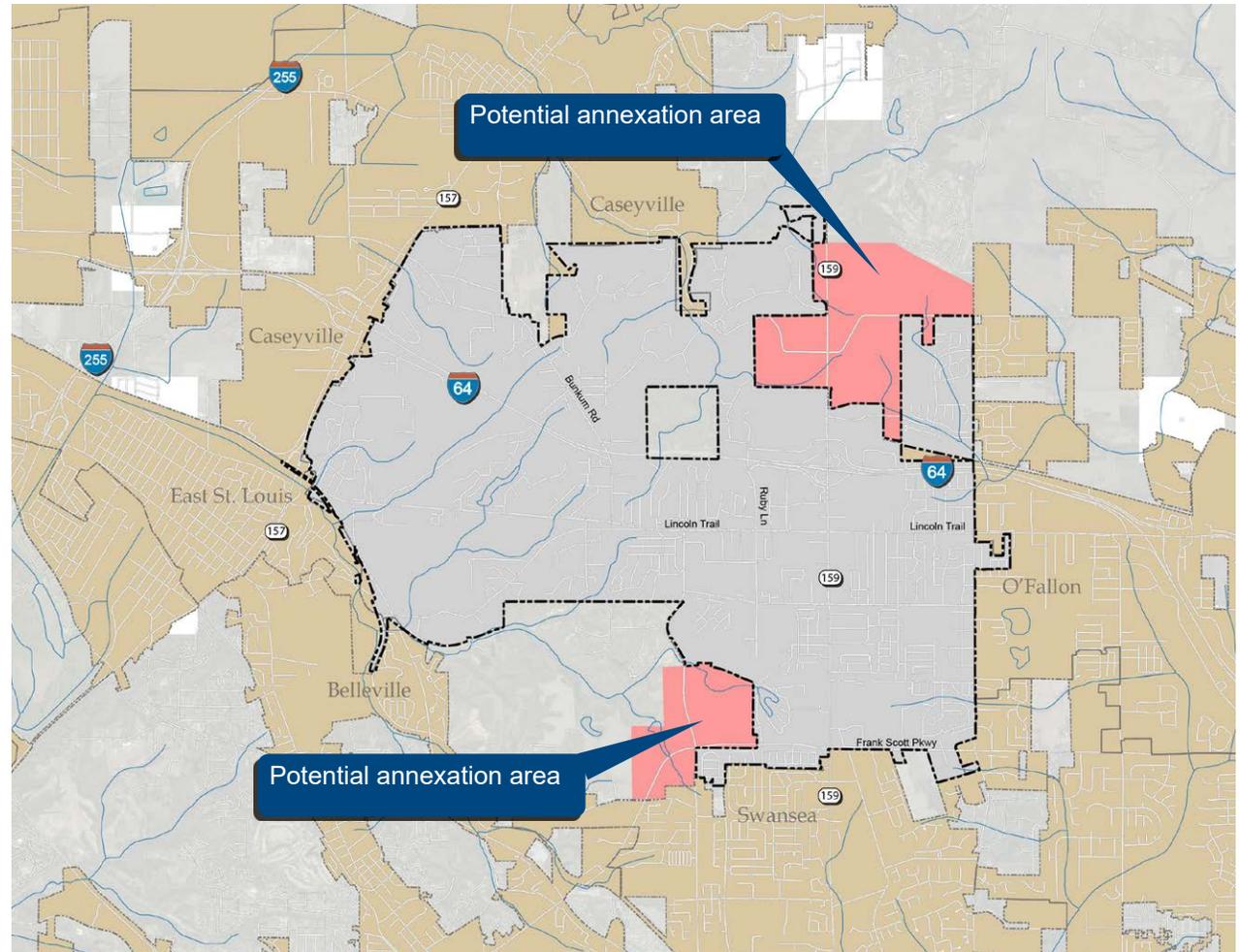
Future Annexation

Future annexation for the City of Fairview Heights will be an important component in achieving the goals of the Economic Development Strategy. Annexation will benefit the City by ensuring future development will follow City zoning and development regulations. Annexation will also allow the City to have greater control over future development. While the City can extend its future land use plan up to a mile and a half from its boundary, the underlying zoning for unincorporated areas is St. Clair County Zoning.

Annexation by municipalities in Illinois must follow state statutes that provide the requirements and path forward for annexation. Annexation by the City of Fairview Heights will likely not be a short-term endeavor, however there are multiple steps the City can take to move the process forward and also have greater control of future development in potential annexation areas.

Recommendations:

- Pursue annexation of the unincorporated areas north of the City along IL-159 and southwest of the City along Frank Scott Parkway and Union Hill Road.
- Work with Caseyville Township Sewer District to extend service to the area north of I-64 beyond the City limits.
- Ensure the City's future land-use plan shows the proposed annexation area and future City boundary. Ensure the future land-use plan for proposed annexation areas align with current goals and recommendations.
- Seek boundary agreements with adjoining communities including O'Fallon, Belleville, Swansea, and Caseyville.



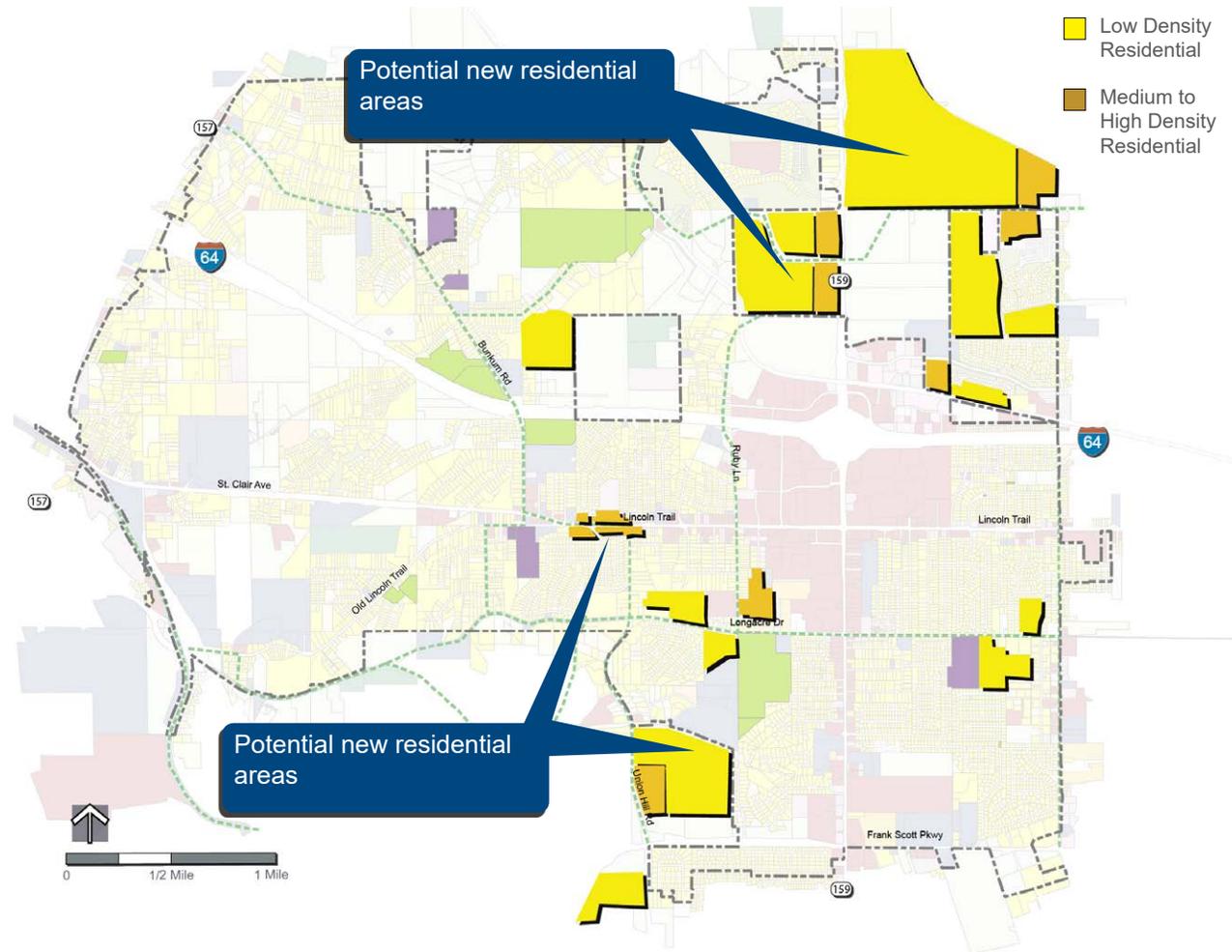
Encourage New Residential

There's an old adage that "retail follows rooftops." While realities are more nuanced than that simple statement, there is also some truths to it. Fairview Heights has had limited new residential growth in recent years. While Fairview Heights is mostly built out, there are still undeveloped areas within and adjacent to the City that could accommodate new residential. In addition, there are existing built areas of the City that have the potential to be redeveloped with residential, especially higher density residential.

New residential will have several benefits for the City including:

- Growing the residential population as a means of growing the City's talent and business base.
- Generating population growth that contributes to the image of Fairview Heights as a vibrant, thriving community.
- Attracting new residents that diversify Fairview Heights' demographic profile.
- Increasing roof tops to support continued retail presence – a variation on the adage "retail follows rooftops".
- Converting languishing retail real estate that detracts from Fairview Heights' image.

The map on this page shows potential areas of new residential. Potential areas may be limited by a number of factors including subsidence risks or lack of available properties.



Priority areas for new residential include:

- Single family development – especially in the O'Fallon school district.
- Annexation of unincorporated, undeveloped areas particularly located in the North I-64 Neighborhood to capture potential residential development area in O'Fallon school district.
- Multi-family/Senior (attract new residents and provides options for aging residents to remain in the community).

Transportation Recommendations

Transportation is one of key reasons for the formation of Fairview Heights. Located at the crossroads of Interstate 64 and IL-159, this location led to the prosperity of Fairview Heights. Today, with over 80,000 vehicles a day on Interstate 64 and over 40,000 vehicles a day on IL-159, transportation is still critical to the success of the City.

Any proposed economic improvements to the City must include an understanding of their proposed impacts to transportation. This section highlights three crucial city-wide recommendations regarding transportation, including:

- Invest in the secondary road network.
- Continue to improve access management.
- Workforce Transportation: Creation of a Transportation Management Association.

INVEST IN SECONDARY ROADWAY NETWORK

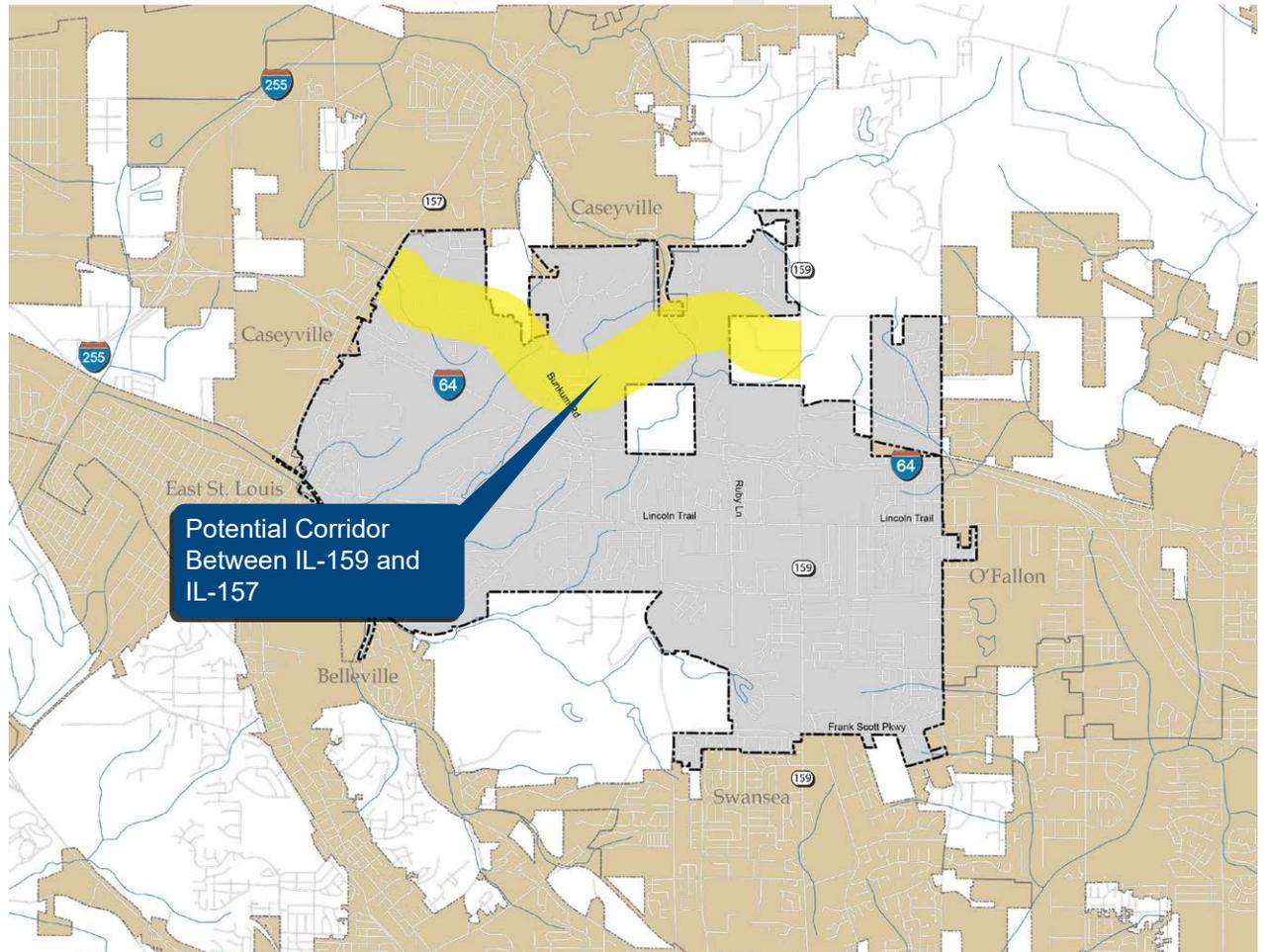
The most pressing broad-based transportation need for the City is the creation/enhancement of a secondary road system, particularly to the north of I-64. While the more developed areas south of I-64 have several east-west routes, the road system to the north of I-64 is not built-out. In particular, there is a lack of roadways connecting Old Collinsville Road, IL-159, Bunkum Road and IL-157 as well as the existing east-west routes, e.g. O'Fallon Drive and Milburn School Road. The need for a complete road system will become more pressing as development occurs within the northern portion of the City.

Past transportation plans have emphasized the need for an additional interchange on I-64 to the west of IL-159. The establishment of a more complete roadway system to the north of I-64 would improve the economic viability of the City even if another interchange is not secured, and the improved secondary roadways would strengthen the case for and utility of a future additional interchange.

Analysis of an Additional I-64 Interchange

In an effort to reduce congestion on IL-159 and improve access to areas west of the corridor, the City has previously pursued additional and/or augmented access to I-64. The primary focus area for new interstate access has been in the vicinity of Ruby Lane or Union Hill Road.

The Federal Highway Administration has stringent standards that must be met to secure additional or modified access to the Interstate system, and it must be demonstrated that any new access would improve safety and operational conditions on the freeway. These standards also require that all other options be exhausted, including enhancements to the secondary road system.



The next step for investing in the secondary road network is conducting a Corridor Planning Study. The Corridor Planning Study should evaluate both an east-west northern roadway connection and a future additional I-64 interchange. It is recommended that the City prioritize the aforementioned development of the secondary road system to improve accessibility to the northern portion of the City, which will both improve the chances of securing another interchange and enhance economic development if a new interchange is not permitted.

CONTINUE TO IMPROVE ACCESS MANAGEMENT

A major contributing factor to the congestion on IL-159 (as well as Lincoln Highway) is a lack of access management. As access points have been permitted over the past several decades, closely-spaced traffic signals have been introduced, which creates constrained operations and traffic spillbacks that at times overlap adjacent intersections. In addition, unsignalized driveways are subject to lengthy delays and blockages during peak traffic times.

Access Management is the proactive management of vehicular access points to adjacent land parcels. It encompasses a set of techniques that state and local governments can use to control access, including:

- **Access Spacing:** increasing the distance between traffic signals improves the flow of traffic on major arterials, reduces congestion, and improves air quality for heavily traveled corridors.
- **Driveway Spacing:** Fewer driveways spaced further apart allows for more orderly merging of traffic and presents fewer challenges to drivers.
- **Safe Turning Lanes:** dedicated left- and right-turn, indirect left-turns and U-turns, and roundabouts keep through-traffic flowing. Roundabouts represent an opportunity to reduce an intersection with many conflict points or a severe crash history (T-bone crashes) to one that operates with fewer conflict points and less severe crashes (sideswipes) if they occur.

- **Median Treatments:** two-way left-turn lanes (TWLTL) and non-traversable, raised medians are examples of some of the most effective means to regulate access and reduce crashes.
- **Consolidated Access:** when adjacent parcels are required to share access and/or provide cross-access connections, fewer driveways are necessary with direct access to the highway.

Access Management provides an important means of maintaining mobility. Federal Highway Administration studies show that implementing access management results in increased roadway capacity, reduced crashes, and shortened travel time for motorists.

It is recommended that the City adopt Access Management Guidelines to create and enforce standards for access spacing and configuration. These Guidelines should outline requirements for both newly developed land as well as redevelopment, which may provide an opportunity to retrofit and correct existing deficiencies.

WORKFORCE TRANSPORTATION: CREATION OF A TRANSPORTATION MANAGEMENT ASSOCIATION

One of the emerging challenges for the City is maintaining an appropriate workforce to serve the growing retail sector. The provision of affordable and reliable transportation for these workers is a primary concern and constraint to growth.

The most efficient means of accommodating the transportation needs of the workforce is a robust transit system. The City is served by MetroLink and several bus routes. However, the Comprehensive Plan highlighted the need to expand the availability of public transit through partnerships with Metro and SCCTD as well as improve transit infrastructure (such as bus shelters).

Another effective means to coordinate workforce transportation is to create one or more Transportation Management Associations (TMA). A TMA is an organized group that focuses on facilitating the movement of people and goods within an area.

TMAs allow businesses to pool their resources to support commuter transportation strategies and can act in an advocacy role with local government on behalf of its membership. TMAs provide a variety of services related to transportation demand management (TDM), usually focused on expanding knowledge of alternatives to commuting in a single-occupant vehicle. These efforts can help to not only reduce peak period traffic congestion, but also increase the availability of alternative transportation options, which could directly address the needs of the local workforce.

A background image of two construction workers wearing hard hats and safety vests, looking at a set of blueprints on a construction site. The image is overlaid with a semi-transparent blue filter.

CHAPTER 4

Implementation

Implementation

Fairview Height's economic development strategy lays out multiple recommendations based on the city's economic and market strengths in light of best practices. Achieving the economic resiliency that is the goal of the strategy requires action, tools and resources. It will be particularly important for the City to work with partners to achieve common goals. Fairview Heights is competing with other communities that are newer and better marketed, and they need to work efficiently to continue to grow and expand in the region.

This section addresses considerations that impact strategy implementation and includes implementation grids for top strategy areas.

Economic Development Department

Fairview Heights has highly experienced and professional staff supporting its economic development initiatives, but capacity is limited to one dedicated individual plus the support of the Director of Land Use and Development. Given the range of recommendations in this economic development strategy, prioritizing key recommendation areas, ensuring adequate time frames and leveraging partnerships will be important to realizing implementation. Where financially feasible, budgeting for consulting firms that bring specialized expertise (e.g., marketing/communications or tourism) will increase bandwidth and can provide support as needed.

Additionally, college or graduate school interns can be an important resource for expanding staffing capacity and bring a fresh perspective and new energy to specific projects or on a more extended basis. Areas that would benefit from student support would include aggregating tourism data, helping to develop a tourism BRE survey, attending and/or helping organize and disseminate City information at events around Scott Air Force Base and assisting with website maintenance and updates. An extra pair of hand to help out in any of the BRE efforts and the Metro East Business Incubator programs also would be beneficial to the City and provide a meaningful, hands-on experience for students.

Policy Changes & Economic Development Toolbox

Fairview Heights has demonstrated that it is a community that proactively supports economic growth through available economic development policies and tools. This section identifies some select policy recommendations for strengthening the city's ability to promote business development and economic investment. Additional and existing development tools are addressed in the implementation priorities.

SPECIAL SERVICE AREAS

Fairview Heights has taken important steps to ensuring that appropriate incentive programs are in place to support development and reinvestment in the community. One program that the City may want to consider implementing is a Special Service Area (SSA). An SSA is a defined district in which a municipality levies a special property tax that can then be used to by the municipality to provide enhanced services, infrastructure improvements and land or building improvements. Services can range from enhanced trash removal, parking and maintenance to planning and marketing and special events along with a broad range of public infrastructure from landscaping/ streetscaping to sewers. The funds may also be used for façade improvement as well as interior renovations. The SSA may hold particular promise as a vehicle for financing improvements needed to realize the Ludwig entertainment district.

HOTEL / MOTEL TAX

The City imposes a hotel/motel tax that is to be used to promote tourism and conventions in Fairview Heights. Currently, proceeds from the tax are being used to pay off bonds issued in connection with construction of a conference center, with any excess made available as small grants to organizations hosting community cultural events. Grant funds may be used by the organizations to offset costs of the events, costs of city services, marketing cost and permanent beautification public improvement costs.

The City should consider using a portion of hotel/motel tax revenues to support elements of the tourism recommendations as funds are available.

BUSINESS ASSISTANCE PROGRAM OVERVIEW

Fairview Heights makes available on-line an overview of the various incentives offered by the City and the designated geographic areas in which these incentives are available, including the City's tax increment financing or TIF districts. The document is technical and detailed and probably provides more information than is necessary: most developers will be experienced and familiar enough with TIF and other tools that the detailed explanations is not necessary while local business owners seeking to access funds through the Lincoln Trail Façade and Site Improvement Program are likely to be overwhelmed. The fact that the program is under-utilized suggests that this might be the case. While the overview is a valuable internal reference document, a simpler, more straightforward approach may be more appropriate for the City's public facing incentive information.

As an initial matter, it would be helpful to address each program separately, including the supporting information and application for that program in a single document rather than addressing everything in one document. Indeed, it may be preferable for Fairview

Heights to simply indicate that it is willing to entertain requests for incentives from potential developers, identify the programs with any key details (e.g. goals and objectives for the Enterprise Zone) and the maps for any geographic designations without the detailed application and program descriptions presented publicly. Parties interested in pursuing development in the City could be directed to follow up with Economic Development staff to secure an application and additional detail.

Additionally, the City should consider creating a separate application for the Lincoln Trail TIF Façade and Site Improvement program that requests key information from the property owner but does not go into the level of detail one would require for a large-scale redevelopment. Moreover, simplifying the language for the program description and any application materials will be important. Much of the program description reads like a municipal code. For example, rather than "Projects that have begun principle construction or façade and site alterations before final City Council grant approval will be ineligible for the façade and site improvements program," it may be preferable to state "Owners may not

undertake façade or site improvements prior to final approval of their application by the City Council." Further, while it is important that prospective users of the program appreciate that there are design standards applicable to their projects, it may be more helpful for prospective users to go over the applicable standards once the business or property owner has applied to participate; in many instances, it may be a discussion more relevant to the party responsible for design improvements.

Implementation Priorities

While every proposed recommendation is important and many strategies can be accomplished as part of the daily work of the Economic Development staff, there are many priority initiatives in this document that require special focus. In many cases, these priorities require additional partners beyond Economic Development staff, including internal City resources such as the City Council and other City departments, such as public works and parks and recreation; and external partners, such as the private sector, neighboring communities, and regional agencies.

This section lists the top priorities of the Economic Development Strategy. Many of the strategies overlap multiple categories of the plan recommendations. For each priority, expected partners, time frame, funding, and metrics are included.

It is important to note that the priorities are not listed in any particular order or ranking. However, priorities have been kept to around ten to fifteen to better focus the resources of the City.

Implementation Priorities

- Grow Industry Clusters (Retail, Accommodations & Food and Arts, Entertainment & Recreation)
- Develop Retail Tourism Strategy
- Grow Emerging Sectors
- Encourage New Residential
- Pursue Annexation
- Invest in Secondary Road Network
- Reinvest in West End Neighborhood
- Form I-64 Tourism Collaborative
- Invest in Infrastructure that Improves the Image of Fairview Heights
- Rebrand Fairview Heights
- Establish Metro East Business Incubator
- Grow Relationship with Scott Air Force Base

Grow Industry Clusters (Retail, Accommodations & Food and Arts, Entertainment & Recreation)

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Focus on attracting emerging sector businesses to I-64 North Neighborhood.	Cluster Development Business and Talent Retention and Expansion	On-Going	NA	Commercial property owners/brokers SAFB Leadership Council Chamber	Reduction in vacancy rates
2. Focus on redevelopment of existing commercial/retail real estate.	Cluster Development Incentive Programs and Development Toolbox	Years 1-3	Special Service Area TIF Business District PACE	Commercial property owners CBL	Designation of Ludwig retail area an entertainment district, inclusive of offerings east of IL-159 Reinvestment in St. Clair Square Repurpose excess parking capacity at St. Clair Square Evaluate potential for repositioning portion of Marketplace Shopping Center for multi-family residential use (while continuing to support viable retail and commercial uses) Reduction in vacancy rates # of new venues

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Develop regional and local tourism partnerships to gather tourism market data.	Cluster Development Regional Tourism	Year 1	Partner organizations	St. Louis Convention and Visitors Bureau Illinois Visitors Bureau ILLINOISouth St. Clair County Transit Regional attractions (e.g., Cahokia Mounds) Midwest Salute to the Arts Wingfest	# of partner organizations Regional visitor profile Baseline of festival attendee data
2. Develop and implement Business Retention and Expansion (BRE) survey.	Business and Talent Retention and Expansion	Year 1	NA	ILLINOISouth	# survey responses
3. Conduct focus group of tourism related businesses, hotels, restaurants, St. Clair Square Mall, festival representatives.	Business and Talent Retention and Expansion	Year 1	ILLINOISouth Illinois Tourist Bureau	ILLINOISouth	Local tourism strategy tailored to business opportunities and challenges Additional local visitor profile data

continued...

Develop Retail Tourism Strategy

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
4. Transition focus group to tourism working group strategy development and implementation.	Business and Talent Retention and Expansion	Year 2	NA	ILLINOISouth Local retail and hospitality businesses	Increased visitor population Increase in hotel nights Increase in hotel/motel tax revenues Increase in sales tax Increase in food/beverage tax
5. Develop visitor/tourist-centered website tab or micro-site (separate website).	Marketing and Messaging	Years 2-3	Hotel/Motel Tax	NA	Website visitor analytics

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Focus attraction efforts on retailers that have adapted to modern trends, concentrating on attracting quality/independent restaurants, destination venues and “eatertainment” operations.	Cluster Development Financial Resiliency Business and Talent Retention and Expansion	On-Going	NA	Commercial property owners and brokers	Reduction in vacancy rates # of new venues
2. Promote office development for local businesses along Frank Scot Parkway.	Cluster Development Small Business and Entrepreneurship	Years 3-5	NA	Chamber Commercial property developers	Total investment in new development
3a. Collaborate with MetroLink to enhance and activate station. 3b. Revisit MetroLink station development plan.	Cluster Development	Year 2 Years 3-5	Bi-State New Markets Tax Credits (federal & state)	Bi-State Development Agency Small businesses Real estate developers	Total investment in enhancements Pop-up retail days Total investment in new development
4. Update and re-issue business survey.	Business and Talent Retention and Expansion	Year 1	NA	NA	NA

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Encourage redevelopment proposals that include multi-family housing that is consistent with the City's Comprehensive Plan and Economic Development Strategy.	Business and Talent Retention and Expansion	On-Going	NA	Developers	# of new multi-family units
2. Encourage new single family housing that is consistent with the City's Comprehensive Plan and Economic Development Strategy.	Business and Talent Retention and Expansion	On-Going	NA	Developers	# of new single-family units

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Pursue annexation via Illinois statutes for municipal annexation.	Business and Talent Retention and Expansion	Years 2-5	NA	NA	Parcel/Acres of annexation
2. Amend the City's Future Land Use Plan to show a proposed future municipal boundary.	Business and Talent Retention and Expansion	Year 1	NA	NA	Update to City's Future Land Use Plan
3. Seek a Boundary Agreement with neighboring communities.	Business and Talent Retention and Expansion	Years 2-3	NA	O'Fallon, Caseyville, Swansea, Belleville	Boundary agreements
4. Pursue a mutual partnership with Caseyville Township Sewer District for future expansion.	Business and Talent Retention and Expansion	On-Going	Caseyville Township Sewer District	Caseyville Township Sewer District	Extension of sewer

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Perform a Corridor Planning Study for the development of an improved secondary road system to the north of I-64 (connection between IL-157 and IL-159). As part of Corridor Planning Study, include analysis of a new I-64 interchange.	Incentive Program and Development Tools Tourism	Years 1-2	Federal Planning Funds St. Clair County Economic Development Funds	EW Gateway IDOT St. Clair County Highway Dep. St. Clair County Economic Development	Completion of Corridor Planning Study
2. Preliminary Design	Incentive Program and Development Tools Tourism	Years 3-4	Federal STP (Surface Transportation Program)	IEW Gateway IDOT St. Clair County Highway Dep.	Completion of Preliminary Design
3. Final Design	Incentive Program and Development Tools Tourism	Years 4-5	Federal STP (Surface Transportation Program)	EW Gateway IDOT St. Clair County Highway Dep.	Completion of Final Design
4. Property and Right-of-way Acquisition and Construction	Incentive Program and Development Tools Tourism	Years 5-10	Federal STP (Surface Transportation Program)	EW Gateway IDOT St. Clair County Highway Dep.	Construction

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Apply for East-West Gateway Council of Government's Great Streets program for planning for Lincoln Trail.	Small Business & Entrepreneurship Programs and Development Tools Business and Talent Retention and Expansion	Year 1	EW Gateway	EW Gateway IDOT	Great Streets plan
1b. Follow-up Great Streets plan (or first step if not selected for Great Streets) with traffic study to gauge feasibility of road diet along Lincoln Trail.	Small Business & Entrepreneurship Programs and Development Tools Business and Talent Retention and Expansion	Year 2	Federal Planning Funds	IDOT	Completion of traffic study
2. Encourage redevelopment with multi-family housing per the principles of the Comprehensive Plan and Economic Development Strategy.	Business and Talent Retention and Expansion	On-Going	NA	Developers	# of multi-family units
3. Enhanced code enforcement.	Business and Talent Retention and Expansion	On-Going	NA	NA	# of code violations
4. Implement rental registry that allows for better monitoring of rental properties and the delivery of educational programs for property owners who lease their properties.	Business and Talent Retention and Expansion	Years 1-2, then On-Going	NA	NA	Rental registry

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Engage I-64 communities (I-255-Rieder Road) to develop coordinated tourism strategy.	Regional Tourism	Years 1 - 2	Partner communities	ILLINOISouth Corridor cities Scott AFB Corridor destinations	ILLINOISouth serving as convener facilitator # of partner communities and organizations participating
2. Develop a set of shared goals/ actions for the I-64 Tourism Corridor Collaborative.	Regional Tourism	Years 2-3	Partner communities	ILLINOISouth Corridor cities Scott AFB Corridor destinations	List of shared goals/actions
3. Highlight collaborative on Fairview Heights visitor/tourist-centered website tab or micro-site (dedicated website).	Regional Tourism	Years 2-3	Hotel/Motel Tax	NA	Website analytics

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Conduct a wayfinding master plan that identifies locations and conceptual costs for a citywide wayfinding system. Master plan should evaluate monument features/wayfinding from I-64 entries/exits and at Ludwig/Salem and IL-159.	Cluster Development Regional Tourism Incentive Programs and Development Tools	Year 2	NA	Chamber IDOT	Completion of wayfinding master plan
2. Streetscape master plan for Ludwig Drive.	Cluster Development Regional Tourism Incentive Programs and Development Tools	Years 2-3	Federal Planning Funds Capital Improvement Program	IDOT	Completion of Ludwig Drive streetscape master plan
3. Lincoln Trail (West End) streetscape master plan (also see 'Apply for East-West Gateway Council of Government's Great Streets program for planning for Lincoln Trail').	Small Business & Entrepreneurship Programs and Development Tools Business and Talent Retention and Expansion	Years 2-3	EW Gateway	EW Gateway IDOT	Great Streets plan
4. Continue phases of Market Place streetscape improvements.	Regional Tourism Incentive Programs and Development Tools	Years 2-6	TIF		Completion of additional streetscape phases
5. Advocate with Ameren to bury utilities especially along IL-159 and Lincoln Trail.	Regional Tourism Incentive Programs and Development Tools	On-going	Ameren	Ameren	Length of streets with buried utilities

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Create modern, visually appealing micro-site (separate website) for economic and community development.	Marketing and Messaging	Year 1	NA	NA	Key website analytics
2. Review external websites to ensure accuracy of Fairview Heights data.	Marketing and Messaging	Year 1	NA	St. Clair County State of Illinois AllianceSTL	Current information on external sites Process for regular review of external websites
3. Targeted military/veteran marketing effort.	Marketing and Messaging SAFB	Years 1-2	NA	SAFB Local retailers, restaurants, entertainment venues	# of visitors using military discounts/specials promotions
4. Develop destination marketing campaign.	Marketing and Messaging	Years 2-3	Hotel/Motel Tax	Local retailers, restaurants, entertainment venues	# of visitors Increase in festival attendance New city tagline # of new events Updated marketing materials

Establish Metro East Business Incubator

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Finalize and implement incubator business plan.	Small Business and Entrepreneurship	Year 1	State of Illinois	Small Business Development Center SIUE Metro East Chamber Urban League CBL (collectively, Incubator Partners)	Incubator occupancy rate # of start-ups served
2. Engage with start-up support organizations to understand best practices.	Small Business and Entrepreneurship	Year 1	NA	Incubator Partners T-Rex StIVentureworks Private incubators	List of lessons learned/best practices
3. Secure NBIA membership.	Small Business and Entrepreneurship	Year 1	NA	Incubator Partners	NBIA network referrals or connections
4. Engage SAFB entrepreneurs.	Small Business and Entrepreneurship SAFB	On-going	NA	Leadership Council SAFB employment program staff	# of SAFB incubator participants

continued...

Establish Metro East Business Incubator

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
5. Consider retail business marketing effort targeting military personnel/retirees.	Small Business and Entrepreneurship	Year 2	NA	Local retailers and hospitality venues Chamber	# of personnel using program
6. Relocate incubator to area with higher community visibility.	Small Business and Entrepreneurship	Years 5-10	Economic Development Administration Grant	Incubator Partners	Amount of investment in new facility

Key Action Steps	Economic Development Focus Area	Time Frame	Potential Funding Resource/Toolbox	Partners	Metrics
1. Enhance collaboration with Leadership Council of Southern Illinois.	SAFB	Ongoing	NA	Leadership Council	Elevation of Fairview Heights economic development opportunities
2. Attraction of SAFB contractors to occupy commercial real estate.	SAFB Cluster Industries	Ongoing	NA	Commercial property owners and brokers SAFB contracting staff	# of contractors locating in Fairview Heights Amount of Scott Air Force Base contract awards to general contractors located in Fairview Heights
3. Engage with SAFB around Base presence in Fairview Heights community and business development.	SAFB	Years 1-2	NA	SAFB operations staff Leadership Council	SAFB operations located in Fairview Heights SAFB patronage of Fairview Heights vendors # of SAFB contracts with Fairview Heights businesses
4. Interface with retiree entrepreneurs.	SAFB Small Business and Entrepreneurship	Years 1-2	NA	SAFB employment program staff	# of SAFB entrepreneurs in Metro East Business Incubator
5. Leverage Base resources to support tourism.	SAFB	Years 2-3	NA	SAFB specialty groups (Color Guard, band etc.)	# of events supported by SAFB resources

Metrics for City Dashboard

The following are key metrics to be regularly updated to the City Council. The preceding metrics listed for each implementation priority should be regularly evaluated to measure the progress of the plan. The below list is taken from the larger set of metrics to be a quick “dashboard” reference and should be the initial focus of on-going evaluation.

Metric	Implementation Priorities	Frequency of Measurement	Data Source	Notes
Local taxes: <ul style="list-style-type: none"> ■ Sales Tax ■ Hotel/Motel Tax ■ Food/Beverage Tax 	Grow Industry Clusters Grow Emerging Sectors Retail Tourism	Monthly for sales tax / Quarterly / Yearly	City	
Website visitors	Rebrand Fairview Heights Retail Tourism I-64 Tourism Collaborative	Quarterly / Yearly	Website analytics	Measure separately for economic development, tourists, and prospective residents if separate web pages for each category are created.
Commercial vacancy rates	Grow Emerging Sectors	Quarterly / Yearly	CoStar or Real Estate firm (on-call basis)	
New housing units (single family and multi-family units)	Encourage New Residential	Yearly	City	
Incubator <ul style="list-style-type: none"> ■ Revenues – annual gross sales ■ Jobs created ■ Jobs supported ■ Jobs retained ■ Expansions ■ Clients served ■ Clients from Underserved Communities ■ Certifications awarded ■ Stakeholder events sponsored 	Establish Metro East Business Incubator	Yearly	Incubator	

Metrics for City Dashboard, cont.

Metric	Implementation Priorities	Frequency of Measurement	Data Source	Notes
Number of businesses offering discounts / special promotions for Scott Air Force Base, their families, and all veterans.	Grow Relationship with Scott Air Force Base	Quarterly first year / Yearly following years.	City or existing Patriot Program (www.scottpatriot.com)	Utilize existing "Patriot" program, unless City creates own specialized program.
Amount of Scott Air Force Base contract awards to general contractors located in Fairview Heights.	Grow Relationship with Scott Air Force Base	Yearly	Scott Air Force Base	Data generally limited to general contractors and may not include sub-contractors located in Fairview Heights.
Number of new businesses / venues.	Grow Industry Clusters	Quarterly / Yearly	City business licenses	
Labor statistics: <ul style="list-style-type: none"> ■ Trade, Transportation, and Utilities ■ Professional and Business Services ■ Education and Health Services ■ Leisure and Hospitality 	Grow Industry Clusters	Quarterly / Yearly	U.S. Bureau of Labor Statistics	

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for printing: January 24, 2020

PROPOSED ORDINANCE NO. 7-'20

AN ORDINANCE AFFIRMING THE PURCHASE OF CERTAIN REAL ESTATE BY THE CITY FOR USE AS RIGHT-OF-WAY FOR THE CONSTRUCTION OF A ROUNDABOUT AND STREETScape IMPROVEMENTS AT THE INTERSECTION OF MARKET PLACE AND COMMERCE LANE.

WHEREAS, the City of Fairview Heights, in the best interest of its residents and motoring public desires to construct a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane;

WHEREAS, approximately 1,194 square feet or 0.0274 acre, in Parcel No. 03-28.0-200-064, is required for use as right-of-way in order to properly construct the proposed roundabout and streetscape improvements; and

WHEREAS, the City, through its engineering consultant, Oates Associates, Inc., the State of Illinois, and the property owners, H&S Investment Group, LLC, an agreement has been attained on a fair cash market value of \$15,000 for the property acquisition as described in the legal description attached hereto, made a part hereof, and marked "EXHIBIT A."

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

SECTION 1. AUTHORIZATION. After the effective date of the Ordinance, the Mayor be and is hereby authorized and directed to execute, on behalf of the City, a Warranty Deed for the City's acquisition of approximately 1,194 square feet or 0.0274 acre, in Parcel No. 03-28.0-200-064, from the H & S Investment Group, LLC, for the sum of FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) for right-of-way purposes required for the construction of a roundabout and streetscape

improvements at the intersection of Market Place and Commerce Lane legally described and attached hereto, made and part hereof, and marked "EXHIBIT A."

SECTION 2. RECORDING. The City Clerk shall cause this Ordinance to be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after its passage and approval.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

Owner: H & S Investment Group, LLC
Address: 51 Commerce Lane, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-200-064
Section: 16-00042-01-PV

WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

H & S Investment Group, LLC, a limited liability company, organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of Fifteen Thousand Dollars and no cents (\$ 15,000.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said limited liability company, grants, conveys, and warrants to the City of Fairview Heights, (Grantee), the following described real estate:

See attached Right of Way rendering designated Exhibit A and legal description designated Exhibit B.

situated in the City of Fairview Heights, County of St. Clair State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for streetscape improvement purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

The Parties acknowledge this Warranty Deed is exempt under 35 ILCS 200/31-45(b), the Illinois Real Estate Transfer Tax Law.

H & S INVESTMENT GROUP, LLC

CITY OF FAIRVIEW HEIGHTS

By: 

By: _____

Print: CRAIG J. HAEKERT MEMBER

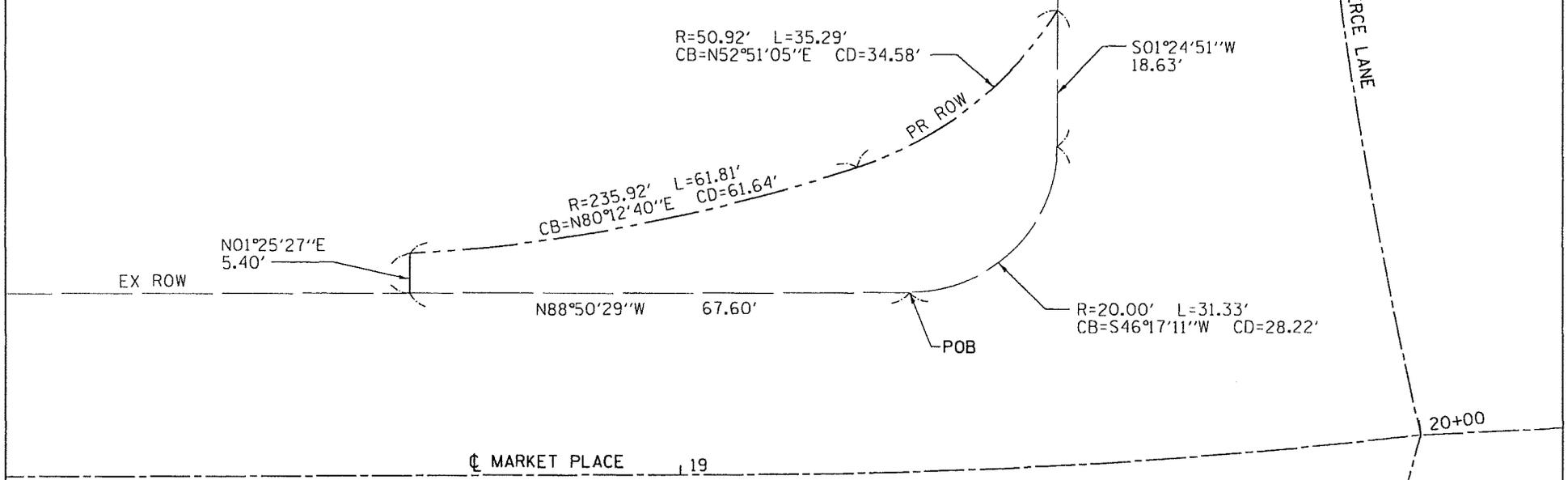
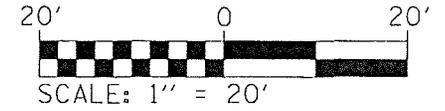
Print: _____

Dated this 21 day of December, 2019.

LOT 5D, U.S. SURVEY 768
 CLAIM 1990, T2N, R8W
 PB "C" PG 445

N/F H&S INVESTMENT GROUP, LLC
 03-28.0-200-064
 DOC NO. A02064825

TOTAL RIGHT-OF-WAY AREA
 REQUIRED = 1,194 SF OR 0.0274 AC ±



LEGEND

- EX RIGHT OF WAY LINE
- P —— PROPERTY LINE
- PROPOSED RIGHT-OF-WAY LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



PROPOSED RIGHT-OF-WAY
 MARKET PLACE
 CITY OF FAIRVIEW HEIGHTS
 ST. CLAIR COUNTY, IL

EXHIBIT
 A

STATE OF ILLINOIS -)
COUNTY OF Madison)

SS

This instrument was acknowledged before me on Dec 21, 2019,
by Craig J Hackett as Member
of H & S Investment Group, LLC__.

Subscribed and sworn to before me, a Notary Public, in and for the State of
Illinois on Dec 21, 2019.

My Commission Expires: 2-5-2021

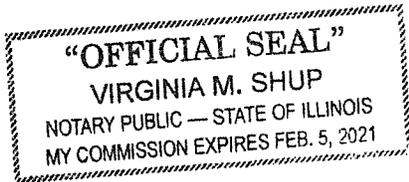


EXHIBIT B

Right of Way

Route: Market Place & Commerce Drive

County: St. Clair

Owner: H & S Investments Group, LLC

Parcel Number: 03-28.0-200-064

Part of Lot 5D in U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Plat Book "C" on Page 445, described as follows:

Beginning at the most southerly point of intersection of the westerly right of way line of Commerce Lane with the northerly right of way line of Market Place reference being had to the Market Place Phase One plat recorded in said Recorder's Office in Plat Book 70 on Page 41; thence on an assumed bearing of North 88 degrees 50 minutes 29 seconds West on said northerly right of way line, 67.60 feet; thence North 01 degree 25 minutes 27 seconds East, 5.40 feet; thence northeasterly 61.81 feet on a non-tangential curve to the left, having a radius of 235.92 feet, the chord of said curve bears North 80 degrees 12 minutes 40 seconds East, 61.64 feet; thence northeasterly 35.29 feet on a curve to the left, having a radius of 50.92 feet, the chord of said curve bears North 52 degrees 51 minutes 05 seconds East, 34.58 feet to said westerly right of way line; thence South 01 degree 24 minutes 51 seconds West on said westerly right of way line, 18.63 feet; thence southwesterly 31.33 feet continuing on said westerly right of way line being a curve to the right, having a radius of 20.00 feet, the chord of said curve bears South 46 degrees 17 minutes 11 seconds West, 28.22 feet to the Point of Beginning.

Said parcel contains 1,194 square feet or 0.0274 acre, more or less.

PROPOSED RESOLUTION NO. 5-'20

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
TEMPORARY CONSTRUCTION EASEMENT FOR THE
CONSTRUCTION OF A ROUNDABOUT AT THE
INTERSECTION OF MARKET PLACE AND COMMERCE
LANE.**

WHEREAS, the City of Fairview Heights will be constructing a roundabout at the intersection of Market Place and Commerce Lane; and

WHEREAS, construction requires a Temporary Construction Easement of approximately 899 square feet or 0.0206 acre, in Parcel No. 03-28.0-200-064, from the owner, H & S Investment Group, LLC, for the purpose of the design, construction, installation and any other improvement to the streetscape on, over, and through the property owned by H & S Investment Group, LLC; and

WHEREAS, H & S Investment Group, LLC is permitting the City to utilize said property for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,250.00).

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

That the Mayor be and is hereby authorized to sign a Temporary Construction Easement with H & S Investment Group, LLC, permitting the City to utilize approximately 899 square feet or 0.0206 acre, in Parcel No. 03-28.0-200-064, for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS

(\$2,250.00) per the Temporary Construction Easement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

Owner: H & S Investment Group, LLC
Address: 51 Commerce Lane, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-200-064
Section: 16-00042-01-PV

TEMPORARY CONSTRUCTION EASEMENT I
(Limited Liability Company)

H & S Investment Group, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of Two Thousand Two Hundred Fifty Dollars and no cents (\$ 2,250.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Fairview Heights (Grantee), a temporary construction easement for the purpose of the design, construction, installation, and any other improvement to the streetscape, on, over, and through the following described real estate:

See attached Legal Description designated Exhibit C.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “premises.”

The right, easement and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor’s remaining property, except as herein expressly granted; provided, however, that Grantor’s use and occupation of the premises may not interfere with Grantee’s use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee’s agents which may cause damage to the Grantor’s remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

H & S INVESTMENT GROUP, LLC

CITY OF FAIRVIEW HEIGHTS

By: [Signature]

By: _____

Print: CRAIG J. HACKETT-MEMBER Print: _____

Dated this 21 day of December, 2019.

STATE OF ILLINOIS)
COUNTY OF Madison)

SS

This instrument was acknowledged before me on Dec 21, 2019,
by Craig J Hackett as Member
of H & S Investment Group, LLC.

Subscribed and sworn to before me, a Notary Public, in and for the State of
Illinois on Dec 21, 2019.

My Commission Expires:

2-5-2021

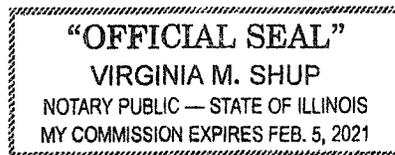


EXHIBIT C

Temporary Construction Easement
Route: Market Place & Commerce Drive
County: St. Clair
Owner: H & S Investments Group, LLC
Parcel Number: 03-28.0-200-064

Part of Lot 5D in U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Plat Book "C" on Page 445, described as follows:

Beginning at a point 25.02 feet left of Station 18+49.98 on the centerline of Market Place as surveyed by Oates Associates, Inc. for the City of Fairview Heights, Illinois; thence northerly to a point 38.87 feet left of Station 18+50.03 on said centerline; thence easterly to a point 38.54 feet left of Station 19+08.78 on said centerline; thence northeasterly to a point 43.60 feet left of Station 19+26.94 on said centerline; thence northerly to a point 58.41 feet left of Station 19+27.41 on said centerline; thence easterly to a point 57.56 feet left of Station 19+48.90 on said centerline; thence northerly to a point 105.64 feet left of Station 19+51.85 on said centerline; thence easterly to a point 105.35 feet left of Station 19+57.85 on said centerline; thence southerly on said westerly right of way line to a point 62.26 feet left of Station 19+54.77 on said centerline; thence southwesterly on the proposed northerly right of way line of Market Place being a curve to the right, having a radius of 50.92 feet to a point 41.89 feet left of Station 19+24.87 on said centerline; thence southwesterly continuing on said proposed northerly right of way line being a curve to the right, having a radius of 235.92 feet to a point 30.40 feet left of Station 18+63.54 on said centerline; thence southerly continuing on said proposed northerly right of way line to a point 25.01 feet left of Station 18+63.51 on said centerline; thence westerly on the said northerly right of way line of Market Place to the Point of Beginning.

Said parcel contains 899 square feet or 0.0206 acre, more or less.

PROPOSED RESOLUTION NO. 6-'20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH SLAYDEN GLASS, INC. FOR THE REPAIR/REPLACE ALUMINUM WINDOW SYSTEM COMPONENTS PROJECT AT THE FAIRVIEW HEIGHTS LIBRARY.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the repair/replace aluminum window system components project at the Fairview Heights Public Library as specified in the proposal; and

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

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Slayden Glass, Inc., 239 Old St. Louis Road, Wood River, Illinois 62095 for work related to the repair/replace aluminum window system components project at the Fairview Heights Public Library for the sum of FIFTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS (\$15,583.00) pursuant to the proposal documents attached hereto and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

“EXHIBIT A”

 **AIA® Document A101™ – 2017**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18 day of February in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Slayden Glass, Inc
239 Old St. Louis Road
Wood River, IL 62095

for the following Project:
(Name, location and detailed description)

Library Repair/Replace Aluminum Window System Components
City of Fairview Heights

The Architect:
(Name, legal status, address and other information)

Woolpert, Inc.
343 Fountains Parkway, Suite 100
Fairview Heights, IL 62208

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:04:20 ET on 02/11/2020 under Order No.5693346722 which expires on 01/26/2021, and is not for resale.

User Notes:

(878929773)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than Sixty (60) calendar days from the date of commencement of the Work.

[] By the following date: April 17, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$15,583.00 (\$ Fifteen Thousand Five Hundred Eighty-Three Dollars), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten percent (10%)

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Mark Kupsky, Mayor
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Scott Slayden
Slayden Glass, Inc.
239 Old St. Louis Road
Wood River, IL 62095

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings (in specification book)

Number	Title	Date
Exhibit B	Library Repair/Replace Aluminum Window System Components	January 13, 2020

- .6 Specifications

Section	Title	Date	Pages
Exhibit A	Library Repair/Replace Aluminum Window System Components	January 13, 2020	

- .7 Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mark Kupsky Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Scott Slayden President

(Printed name and title)

Init.

PROPOSED RESOLUTION NO. 7-'20

**A RESOLUTION OF UNDERSTANDING, COMMITMENT,
AND SUPPORT FOR THE CITY TO CONTRACT WITH A
RESIDENTIAL SINGLE-SOURCE TRASH/SOLID WASTE,
YARD WASTE AND RECYCLING HAULER.**

WHEREAS, the City desires to provide its citizens with environmentally sound trash/solid waste collection and disposal, yard waste, and recyclable materials collection; and

WHEREAS, the City has determined it would be in the best interest of its citizens and the City to contract with one residential trash/solid waste, yard waste, and recyclable materials.

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

That the Mayor and the City Council, on behalf of the City of Fairview Heights, understands, commits and supports contracting with a residential single-source trash/solid waste, yard waste and recycling hauler.

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED RESOLUTION NO. 8-'20

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE MUNICIPAL TRASH/SOLID WASTE, YARD WASTE AND RECYCLING AGREEMENT WITH ASPEN WASTE SYSTEMS OF MISSOURI, INC. AS A RESIDENTIAL SINGLE-SOURCE TRASH/SOLID WASTE, YARD WASTE AND RECYCLING HAULER FOR THE CITY.

WHEREAS, the City desires to provide its citizens with environmentally sound trash/solid waste collection and disposal, yard waste, and recyclable materials collection; and

WHEREAS, Aspen Waste Systems of Missouri, Inc. and its affiliates have extensive experience in providing trash/solid waste, yard waste, and recyclable materials collection, disposal and processing; and

WHEREAS, the City has determined that it would be in the best interests of its citizens and the City to contract with Aspen Waste Systems of Missouri, Inc. for the collection of its residential trash/solid waste, yard waste, and recyclable materials.

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

That the Mayor be and is hereby authorized to sign the Municipal Trash/Solid Waste, Yard Waste and Recycling Agreement with Aspen Waste Systems of Missouri, Inc., a Delaware Corporation, 2951 Weeks Avenue, S.E., Minneapolis, Minnesota 55414 as a residential single-source trash/solid waste, yard waste and recycling hauler for the City per the Municipal Trash/Solid Waste, Yard Waste and Recycling Agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

MUNICIPAL TRASH/SOLID WASTE, YARD WASTE AND RECYCLING AGREEMENT

This Municipal Recycling and Waste Agreement (this “**Agreement**”) is entered into as of _____, 2020 (the “**Effective Date**”), by and between the City of Fairview Heights, Illinois, a municipal corporation created under the laws of the State of Illinois (the “**City**”), and Aspen Waste Systems of Missouri, Inc., a Missouri corporation (“**Contractor**”, together with City, the “**Parties**”, and each a “**Party**”).

Recitals

- A. The City desires to provide its citizens with environmentally sound trash/solid waste collection and disposal, yard waste, and recyclable materials collection;
- B. Contractor and its affiliates have extensive experience in providing trash/solid waste, yard waste, and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with Contractor for the collection of its residential trash/solid waste, yard waste, and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. **Acceptable Waste** – shall mean all non-hazardous trash/solid waste generated by residential households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered “Acceptable Waste” only if properly contained with a 96-gallon cart that is timely placed at the curbside on the proper weekly collection day by the occupants of a Residential Unit. As used herein, the term “waste” shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to Contractor upon collection in Contractor vehicles.
- b. **Excluded Waste** – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges, waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product, waste tires, biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil, excessive storm debris or debris resulting from weather events such as tornadoes; or any item too large or heavy to be contained within a 96-gallon cart. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. **Recyclables** or **Recyclable Materials** – are defined in Exhibit A. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles.
- d. **Bulky Items** – shall mean those items that will not fit in a cart and are items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than 4 feet long and each bundle weighting no more than 150 pounds. Bulky items do not include bags or boxes of

construction debris or hazardous waste, waste tires, White Goods, materials which are flammable, explosive, caustic for example, automotive batteries, engine oil or fuel/propane tanks.

- e. **White Good** – shall mean household appliances such as refrigerators, dehumidifiers, washing machines and clothes dryers. Residents shall call Contractor to arrange a time for collection.
- f. **Yard Waste** – shall mean grass or shrubbery cuttings, leave, and tree limbs and brush contained in the 96-gallon cart and additional biodegradable yard waste lawn bags.
- g. **Residential Unit** – shall mean a dwelling within the corporate limits of the City occupied by a person or persons as a domicile. A Residential Unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for a period of four (4) years commencing on the date that is sixty (60) days after Contractor provides written notice to the City that Contractor is ready to commence providing services pursuant to this Agreement (the "**Commencement Date**") and expiring on the date that is four (4) years after the Commencement Date (the "**Term**", as may be extended hereunder), and thereafter shall automatically renew for two (2) additional consecutive 4-year extension periods, unless either Party gives the other Party written notice of intention to terminate the Agreement at least sixty (60) days prior to the end of the then expiring Term. The Parties acknowledge that Contractor is ordering new refuse trucks to provide services pursuant to this Agreement. As a result of the expected delivery date of Contractor's new refuse trucks, the Parties anticipate that the Commencement Date will be approximately October 31, 2020.

III. SERVICES

- a. Contractor shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, yard waste, and recyclable materials collection to all Residential Units of the City, which currently consists of approximately 6975 Residential Units (the "**Service**"). As part of the Service, Contractor shall:
 - i. Cart Supply. Each Residential Unit shall choose services desired, i.e., trash/solid waste, yard waste, recyclables; or trash/solid waste, yard waste; or trash/solid waste, recyclables; or trash/solid waste, and shall be provided a 96-gallon cart for trash/solid waste, a 96-gallon cart for recyclable materials, and a 96-gallon cart for yard waste as a result of the Residential Units' preference. New Residential Units shall be given the choice of services desired, as previously described, and be provided a 96-gallon cart for trash/solid waste, a 96-gallon cart for recyclable materials, and a 96-gallon cart for yard waste as a result of the Residential Units' preference at no charge as the Units are added to the City. The carts and equipment

Contractor furnishes Residents and the City shall remain Contractor's property.

- ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by Contractor and City. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. All Acceptable Waste must be placed at the curb for collection no later than 5:30 a.m. on scheduled day of collection. All large bulky items listed in Exhibit B shall be scheduled in advance by a Residential Unit occupant and may be picked up by Contractor on a day other than the Residential Unit occupant's pick-up day.
- iii. Recyclable Materials Collection Frequency, Days and Times. Contractor shall provide recycling collection services to Residential Units on a twice per month basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A placed in the recycling containers. Contractor reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- iv. Yard Waste. Year-round Yard Waste shall be collected from curbside once per week on the regular solid waste collection day. Residential Units shall be limited to ten (10) biodegradable lawn bags per collection. Residential Units may obtain an additional Yard Waste Cart as Listed in Article V. Fees and Payments. Residential Units shall be afforded the opportunity to purchase yard waste services on a quarterly basis.
- v. Exclusions from the Service. Notwithstanding anything to the contrary herein, the Service shall not include white goods collection or construction or demolition waste collection. Services to commercial establishments and multi-family properties with four (4) or more individual dwellings are not covered by this Agreement.
- vi. Disposal. Contractor shall dispose or arrange to dispose of the trash/solid waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- vii. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, the service will be performed on the next weekday.
- viii. Cart Replacement. During the Term of this Agreement, Contractor shall replace one Cart per Residential Unit per service option at no charge to the City or the individual Residential Unit that becomes unusable because of ordinary wear and tear; provided however, if the Residential Unit requests an additional Cart replacement, a \$60.00 fee per Cart will be charged to such

Residential Unit. Residential Unit occupants shall be solely responsible for cleaning and washing the Cart(s) provided by Contractor and for the cost of replacement of a cart resulting from negligence of the Residential Unit occupant.

- ix. Annual Report. Contractor shall submit an annual report to the City which shall state the number of households served, the number of households participating in the City's curbside recycling program (based on accurate counts by Contractor), the number of households participating in the residential trash/solid waste collection program, the number of household participating in the yard waste program, the amount (in tons) of recyclables, residential solid waste, and yard waste diverted from final disposal by the City's households. The annual reports shall be due within ninety (90) days of the end of each calendar year during the Term.

- x. Support. Contractor shall maintain an office for the transaction of business including receipt of service calls or complaints and shall be available for such calls on all collection days between the hours of 8:00 a.m. to 5:00 p.m. Contractor shall also provide residents of the City of Fairview Heights an email address for customer service requests. Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, Contractor shall investigate and, if verified, shall arrange for the pick-up of said residential trash/solid waste within twenty-four (24) hours after the complaint is received. Contractor shall answer the phone promptly, with an average hold time not to exceed three (3) minutes, and process complaints quickly without requiring callers to spend long periods of time on hold while waiting for their calls to be handled. Contractor shall provide a private contact number for City staff to contact company supervisors between the hours of 7:00 a.m. to 7:00 p.m.

- xi. Additional Services.
 - 1. Contractor shall provide the following equipment and collect Acceptable Waste and Recyclable Materials from the following City facilities at no additional charge:
 - Public Works: two 20 cy containers - one time a week, two 40 cy containers – three times per year during street sweeping, one 4 cy container – one time a week.
 - Municipal Complex: one 8 cy container – two times a week, one 8 cy recycling container – one time a week.
 - Pleasant Ridge Park: one 8 cy container – one time a week.
 - Moody Park: two 8 cy containers – two times a week.
 - Community Clean-up: two 40 cy containers – two times a year.
 - The REC: one 4 cy container on casters – two times a week, one 4 cy recycling container on casters – two times a week.

2. Christmas tree removal and disposal between January 1 and January 31 of each year during the Term at no cost to the residents. Any tree removal and disposal outside of the month of January may be provided by Contractor at a Residential Unit's sole cost and expense in accordance with the pricing schedule set forth in Exhibit B attached hereto and made a part hereof.
 3. Extra Services – Notwithstanding anything contained herein to the contrary, all extra services and collections provided by Contractor outside of the scope of each Residential Unit's Acceptable Waste, yard waste, and recyclable materials shall be subject to the pricing schedule set forth in Exhibit B, which are items beyond the scope of Appendix A.
- b. Compliance with Laws - The Service shall be performed subject to the terms and conditions of this Agreement and in accordance with all applicable Federal and State of Illinois laws, and all applicable City regulations and ordinances.
 - c. Personnel and Equipment - The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.
 - d. Complaints and Missed Pick-ups - All complaints at to Contractor's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. Contractor shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of force majeure events within one (1) weekday, conditions permitting.
 - e. Anti-Discrimination - In performing the Service, Contractor shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
 - f. Exclusive - The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than Contractor to lease carts to residents or engage in the collection of residential waste within the City.

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated Residential Unit count the "**House Count**") at the commencement of the Term shall be 6,975 Residential Units; however, the Parties shall verify the House Count prior to the initial billing under this Agreement and shall adjust such count for billing purposes accordingly. Either party may propose a prospective adjustment to the House Count at any time; during the Term of this Agreement upon reasonable notice to the other party, which adjustment shall be investigated jointly by the parties to establish a revised House Count to apply thereafter. Contractor shall keep accurate route sheets and/or a Residential Unit database that shall be provided to the City promptly upon is request.

V. FEES AND PAYMENTS

- a. Service Fees per Residential Unit – Service fees shall be in accordance with Appendix A – Price Quotation Sheet (attached to this Agreement) (the “**Service Fees**”). The fees to be paid by the Resident to Contractor are based on the collection of one (1) Trash/solid Waste Cart, one (1) Recyclable Materials Cart, and one (1) Yard Waste Cart with up to ten (10) biodegradable lawn bags and one (1) bulky item placed at the curbside by the Resident by 5:30 a.m. on the morning of pickup, at the frequency identified in this Agreement. The Service Fees per Residential Unit, per month, for the Term is set forth on Appendix A attached hereto; provided however that Contractor shall provide a 15 percent (15%) senior citizen or disabled person discount for household consisting of no more than two persons in which the head of the household is 65 years of age or older, or disabled; provided that the fifteen percent (15%) discount shall only be applied after sufficient documentation has been submitted to City verifying a Residential Unit’s eligibility for such discount. Prior to the Commencement Date of this Agreement, Contractor will assist the City with a verification process held on two mutually agreed upon dates, at City Hall or another location identified by the City.
- b. Annual Fee Increase – Notwithstanding anything contained herein to the contrary, the monthly Service Fees per Residential Unit shall be automatically adjusted on each anniversary of the Commencement Date of this Agreement by three percent (3%).
- c. Invoices and Payment - Contractor will submit quarterly invoices to each Residential Unit and each Residential Unit shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted to be levied onto outstanding balances due and unpaid after more than fifteen (15) days beyond the due date shall be five percent (5%) or the maximum interest permitted by law whichever is less. Contractor reserves the right to stop Service to a Residential Unit where the invoice is unpaid 45 days after start of billing cycle. There is a charge of \$25.00 to restart the Service.
- d. Rate Adjustments - Notwithstanding anything in this Agreement to the contrary, Contractor shall be entitled to pass through to, and collect from, each Residential Unit, any additional licensure costs, collection or disposal costs and recycling costs, taxes, or surcharges incurred by Contractor as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.
- e. Extraordinary Fuel Increases - Commencing upon the date that is two (2) years after the Commencement Date, the Service Fees shall be adjusted on an annual basis based on increases in the average price of fuel per gallon exceeding \$3.50 per gallon of diesel fuel calculated based on an annual average. There shall be no fuel surcharge if the average diesel fuel price per gallon for the previous twelve months remains below \$3.50 per gallon (the “**Base Fuel Price**”). If the average price for diesel fuel for the year is greater than the Base Fuel Price, a fuel surcharge shall be assessed, which shall be equal to the percentage change from the Base Fuel Price compared to the average diesel fuel price per gallon over the prior twelve months. The Parties agree that the fuel portion of the Services Fees is equal to ten percent (10%). The fuel surcharge shall be calculated by multiplying the current fuel portion of the Service Fees by the percentage increase in the Base Fuel Price.

- f. Service Fees Increase due to Landfill Disposal or Recycling Processing Fee Increases - The Parties acknowledge that the Contractor's local disposal site may and does increase tipping fees and that the site for Recycling processing may also increase Contractor's tipping fees. Commencing upon the date that is two (2) years after the Commencement Date, Service Fees listed in Appendix A shall be adjusted to reflect any increase greater than three percent (3%) per year in landfill disposal or tipping fees at the time such new disposal or tipping fees take effect. The Parties agree that the disposal and recycling portion of the Services Fees is equal to forty percent (40%). The disposal and recycling portion related Service Fees increase under this subparagraph f shall be calculated by multiplying 40% of the then current Service Fees by the percentage increase greater than three percent (3%) in landfill disposal or tipping fees.
- g. Extraordinary Rate Increases. The Parties acknowledge that there may be infrequent extraordinary events outside of their control which, though they do not prevent either Party from performing, nevertheless increase the Contractor's cost of providing Service such that Contractor's then current rate schedule results in Contractor suffering losses, or a decline in profits, which are substantially outside the commercially reasonable expectations of the Parties. Accordingly, if at any time Contractor believes that the then-current rate schedule is insufficient to cover Contractor's costs, including a reasonable profit, Contractor may request an extraordinary rate adjustment. The City shall present Contractor's request to the City Public Works Committee for determination within thirty (30) days of submission by Contractor. Notwithstanding the foregoing, the Parties acknowledge that in the event Recycling Fees increase by more than fifteen percent (15%) within the first two (2) years of the Term, and the City and Contractor cannot agree on a rate adjustment, Contractor may cease providing recycling services under this Agreement by providing the City with sixty (60) days prior written notice of such cessation.

VI. OPERATIONS OF EQUIPMENT

- a. All service shall be provided in a workmanlike manner. Contractor is responsible for immediate removal of any residue or spillage from each stop along the Residential Unit collection route. Any residential trash/solid waste, recyclables, or yard waste actually collected by Contractor that has spilled or blown during transportation shall be retrieved immediately.
- b. No waste hauling vehicle shall be parked or be permitted to stand anywhere in the City except as provided for in subsection C of this Section VI any longer than is necessary to pick up containers, provided that the standing of such vehicles made necessary by mechanical trouble, traffic conditions, accident or obedience to the direction of a police officer or traffic signals shall not be considered a violation of this section.
- c. Contractor's equipment that is not in operation shall not be parked within the City limits unless, in the opinion of the City Code Enforcement Officer, a designated location shall not create a nuisance for adjoining property owners.
- d. Contractor shall operate waste hauling vehicles in legal, safe and courteous manner. Drivers of vehicles shall drive cautiously and shall not skid or stop abruptly, or operate

the vehicle in any other manner which will damage City streets or alleys. The City will issue appropriate citations to the drivers who do not adhere to these conditions.

- e. A waste hauling vehicle or other equipment shall not be washed on the City streets or public property and will not be washed where the wastewater will cause any offensive odors to adjoining property owners.

VII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default; provided however that in the event of default, the non-defaulting Party shall be required to provide prior written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement (or such longer period if the remedy cannot be completed within said period and such defaulting party has commenced to cure the default within said 30 day period and diligently pursues same to completion). If the defaulting Party fails to cure the breach within the applicable cure period, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VIII. PENALTIES/REMEDIES

Contractor shall pay as liquidated damages the sum equal to the corresponding rate stated in the schedule of rates for each Residential Unit pick-up point which, after investigation by the City, the Contractor has been determined to have missed on any collection day; provided however, that Contractor shall not be penalized for said amount for a missed collection point if Contractor provides evidence (including but not limited to driver notes on paper route sheets) that the container was not out for collection when the Contractor provided service, or a pick-up at any such pick-up point is made within 24 hours of the appointed pick-up date after notice from the City; and provided further, that Contractor shall not be penalized as hereinabove provided if such failure shall be caused by a force majeure event as set forth in Section IX of this Agreement.

In the event that Contractor's material breach of this Agreement beyond any applicable notice and cure periods or in the event Contractor violates any provision of the City's ordinances or State of Illinois statutes or U.S. Code or rules or regulations of any Illinois or Federal Agency exercising authority over solid waste disposal, or violates any reasonable orders of findings of any regulatory body having jurisdiction over company relative to the collections, disposal or processing of residential solid waste unless such orders or ruling are contested by bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the

event of an assignment of assets by Contractor for the benefit of its creditors, or the taking of Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against Contractor, the City may, at its option, terminate this Agreement.

Further, in addition to seeking damages, the City may take such other action and seek other remedies at law or in equity. The remedies available to the City shall include, but not limited to, collection of the Performance Bond posted by the Contractor.

In the event of Contractor's material breach of this Agreement beyond any applicable notice and cure periods, Contractor agrees to pay, in addition to the aforementioned damages, all disposal fees; investigative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest and penalties which the City may be required to pay as a result of Contractor's material breach of this Agreement beyond any applicable notice and cure periods.

Prior to invoking its right of termination and the penalties and remedies provided for under this Section VIII, the City shall notify Contractor in writing of its intent to terminate and reason(s) for termination and upon receipt of such notice Contractor shall have a period of ninety (90) days to cure such breach. Should the reason(s) for termination not be cured within ninety (90) days of Contractor's receipt of such notice, the termination shall be effective as set forth in the notice. Notwithstanding the foregoing, in the event of Contractor's dispute as to the facts giving rise to Contractor's notice of default, Contractor shall give the City written notice of the dispute and such notice shall identify the grounds which forms the basis of such dispute and the parties shall attempt to resolve such dispute in accordance with Section XIX.

IX. FORCE MAJEURE

Contractor's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder, epidemic or pandemic, acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood, explosion, restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling, or recycle center unavailability or closure, or other similar causes. In the event of an occurrence of a force majeure event, Contractor shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

X. LICENSE

Contractor shall, throughout the term of this Agreement, or any extension thereof, maintain all licenses required by the City of Fairview Heights as well as State and Federal agencies.

XI. STATE DISPOSAL LEGISLATION

Contractor shall be aware of impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall, subject to Section VI. d. be responsible for compliance with such legislation.

XII. IMPROVEMENTS

The City reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing Contractor from traveling its accustomed route or routes for collection. The City will formally notify Contractor of street closures including the estimated length of the closure. Contractor shall, however, by a method acceptable to the City, take commercially reasonable efforts to continue to collect the residential trash/solid waste, yard waste and recyclables to the same extent as though no interference existed upon the roads formally traversed. This shall be done at no extra cost to the City. The City agrees to notify and work with Contractor to resolve any problems due to construction activity.

XIII. INDEMNIFICATION

- a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorney's fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. Contractor agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions to the contrary, Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the service.
- d. All insurance policies carried by either party shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The City and Contractor further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons or property originating from the Service including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is covered or is required hereunder to be covered by a policy or policies maintained by either party pursuant to this Agreement.
- e. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XIV. INSURANCE AND PERFORMANCE BOND

- a. Liability Insurance - Contractor shall obtain and maintain in force during the term of the Agreement, at its own expense, for all vehicles, equipment and personnel used in the work covered by this Agreement, whether used and employed by Contractor, its subcontractor, insurance per accident or occurrence in the sums set further hereafter. Said insurance shall specifically name the City of Fairview Heights its elected and appointed officials and employees as additional insured Parties under said policies, and said insurance shall be carried with a firm or corporation which has been duly licensed or permitted to write insurance in the State of Illinois and said policy will not be altered, amended or terminated without thirty (30) days' notice having been given to the City. Any approved subcontractor shall be subject to all conditions of this paragraph. A verified copy of such insurance policy or policies, shall be submitted to the City Clerk for approval prior to the commencement of services.
- b. Worker's Compensation - Contractor shall obtain and maintain in force during the term of the agreement, at its own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Illinois. Any approved subcontractor also shall obtain and maintain in force during the term of the agreement, Worker's Compensation Insurance.
- c. Contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement.

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$2,000,000 per occurrence \$2,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$2,000,000 per occurrence
ii. Property Damage Liability	\$2,000,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

- d. Contractor shall furnish to the City a Performance Bond in favor of the City in the amount of one hundred percent (100%) of the annual compensation to be paid to Contractor, up to a maximum of \$2,000,000 during the extension period. The total number of single family homes shall be used to establish the number of homes potentially served under this Agreement.

XV. ASSIGNABILITY

This Agreement may not be sold, transferred, leased, assigned or disposed of, in whole or part, either by force or involuntary sale or by a voluntary sale, merger, consolidation or otherwise by a party without the prior consent of the other party and such consent shall not be unreasonably withhold, conditioned, or delayed.

XVI. CONTINGENCY

This Agreement is contingent upon approval by the Fairview Heights City Council as required by Illinois Municipal Code. Until approved by the City Council, this Agreement shall not be binding upon the City of Fairview Heights even if executed by the Mayor and Clerk of the City of Fairview Heights prior to City Council approval.

XVII. CONFLICT OF LAWS

This Agreement and the terms and conditions herein shall be subject to the terms and provision of Chapter 8, Article 7 – Waste Haulers of the Code of Ordinances of the City of Fairview Heights and any amendments thereto, excluding Sections 8-7-1, 8-7-2, 8-7-3, 8-7-4, 8-7-5, 8-7-6, 8-7-7, 8-7-14, 8-7-15, which shall not apply to Contractor, and except as the terms of this Agreement or the City Ordinances are inconsistent with any applicable statute or code of Illinois or the United States or ruling or regulation of any Illinois or Federal Agency exercising authority over solid waste disposal in which case the statute or regulation shall control. Nothing herein shall be construed as an abrogation by the City of its police powers.

XVIII. MISCELLANEOUS PROVISIONS

- a. Independent Contractor - Contractor shall perform the Service as an independent Contractor. Contractor, its officers, employees, agents, contractors or subcontractors are not and shall not be considered employees, agents or servant of the City for any purpose whatsoever under this Agreement or otherwise. Contractor, at all times, shall have exclusive control of the performance of the service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control Contractor, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which Contractor shall perform its obligations under the Agreement.
- b. The City reserves the right to audit, at any time upon reasonable notice, all records associated with the proper disposal, composting of residential trash/solid waste, yard waste and recyclables.
- c. Amendments - No amendment to this Agreement shall be made except upon the written agreement of both the City and Contractor.
- d. Entire Agreement - This Agreement constitutes the entire Agreement and understanding between the parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- e. Waiver - A waiver by either party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- f. Severance - In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

- I. Electronic Signature Delivery - For purposes of this Agreement, each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "**Electronic signature**" means any electronic symbol, or security procedure attached to or logically associated with an electronic record and executed, employed or adopted by or on behalf of a party with the intent to authenticate a record, including facsimile or email electronic signatures pursuant to the Illinois Electronic Commerce Security Act (5 ILCS 175/1-101 et seq.) as amended from time to time. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any electronically transmitted document is to be re executed in original form by the parties who executed the document. No party may raise the use of electronic transmission or the fact that the document was signed with an electronic signature as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

XIX. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("**Dispute**") shall be resolved with the following procedures:

- a. Negotiation - Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) days (the "**Negotiation**").
- b. Mediation - If the dispute has not been resolved by negotiation in accordance with subparagraph a of this Section, then the parties shall proceed to mediation ("**Mediation**") unless the parties at the time of the dispute agree to a different timeframe. A "**Notice of Mediation**" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days then USA&M shall appoint a mediator. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session. During the course of the mediation, no party can assert the failure to fully comply with subparagraph a of this Section, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise. All communications, both written and oral, during Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the

Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

- c. Litigation - In the event that any Dispute not resolved through Negotiation or Mediation in accordance with subparagraphs a and b of this Section, either party may proceed to commence an action in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Illinois..

[Signature page(s) follows]

**SIGNATURE PAGE TO
MUNICIPAL TRASH/SOLID WASTE, YARD WASTE, AND RECYCLING AGREEMENT**

IN WITNESS THEREOF, the Parties have executed this Municipal Trash/Solid Waste, Yard Waste, and Recycling Agreement as of the Effective Date.

**ASPEN WASTE SYSTEMS
OF MISSOURI, INC.**

CITY OF FAIRVIEW HEIGHTS

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

APPENDIX A – PRICE QUOTATION SHEET

The following services are to be quoted per month, per residence in the space provided in the table below:

OPTION 1 – Trash/Solid Waste collected one time per week, Yard Waste collected one time per week, Recycle material collected once every two weeks, and one bulky item collected one time per week.

OPTION 2 - Trash/Solid Waste collected one time per week, Yard Waste collected one time per week, and one bulky item collected one time per week.

OPTION 3 - Trash/Solid Waste collected one time per week, Recycle material collected once every two weeks, and one bulky item collected one time per week.

OPTION 4 – Trash/Solid Waste collected one time per week, and one bulky item collected one time per week.

OPTION 5 – The price associated with providing an additional 96-gallon cart (per each) for Trash/Solid Waste, Yard Waste or Recycle.

OPTION 6 – The unit price for additional biodegradable yard waste bags. (In addition to the cart and seven biodegradable yard waste bags.)

OPTION 7 – The price (per each) for the pick-up and disposal of eligible household appliances.

The price quoted per month, per residence in the space provided in the table below is to include the following:

- The City of Fairview Heights facility services listed in Section 23. Program Specifications, Article 7 on page 14 and 15 of the RFP.
- Christmas tree removal in the month of January.
- Collection of solid waste at 15 bus stops in town.
- Senior/Disabled discount.

Services Fees During Initial Term

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
Year 1	\$24.90	\$19.40	\$15.90	\$10.40	\$4.75	\$2.50	\$25.00
Year 2	\$25.65	\$19.98	\$16.38	\$10.71	\$4.75	\$2.50	\$25.00
Year 3	\$26.42	\$20.58	\$16.87	\$11.03	\$4.75	\$2.50	\$25.00
Year 4	\$27.21	\$21.20	\$17.38	\$11.36	\$4.75	\$2.50	\$25.00

Exhibit A

Single Stream Recycling

The list of items below represents the current materials currently being accepted by Contractor as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors, window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7 – narrow and screw to containers – without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and mail	Glass cookware/bakeware
Catalogs and telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content.
 - d. All plastic containers must be empty, caps removed; less than 5% food debris.
 - e. All fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the Contractor's structures or equipment;
 - b. Create flammable or explosive conditions in Contractor's facilities;
 - c. Contain dry cell batteries or lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public; or
 - e. Contain Excluded Waste as defined in the Agreement.

- III. If loads of the mixed recyclables materials do not meet Contractor's specification for acceptable recyclables or are otherwise not properly segregated from the waste, Contractor shall have the right to reject the load in whole or in part. Or to handle the contaminated load and impose additional reasonable charges on the City or resident.

- IV. Upon written notice to the City and residents, Contractor may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials.

Exhibit B

Extra Services Pricing Schedule

Extra Bags of Acceptable Waste or Recyclables: \$2.50 per bag for any extra bags that do not fit into the cart(s), which are set out by RDU's at the collection location next to or on top of the cart(s)

Bulky Waste Items: This list is intended as a general guide of the types of Bulky Waste items to be collected in each of the three (3) price categories. It is not intended to be an exhaustive list of all potentially Bulky Waste items eligible for collection under this Contract. Rather, these items represent the size and general handling characteristics as examples under each price category.

\$15 Small Bulky Waste Items	\$25 Medium Bulky Waste Items	\$40 Large Bulky Waste Items
Car seats Baby or booster seat large/regular Carpet Area rug (3 feet by 5 feet average) Chairs Dining room desk/kitchen stool high chair Children's toys (doll house, big wheel) Holiday tree (after January 31) • 6 feet or taller Doors Bi-fold Dressers Child/nightstand Medicine Cabinets Mirror Small - Up to 3.5 feet in length and width Table Card plastic Toilets Without tank Vacuum Cleaner Windows Screen	Bathtubs Fiberglass Beds Bed frame headboard, footboard Baby Crib Bikes Child or adult Book Case Carpet Pad (5 feet max. length; cut and rolled) Chairs Stuffed or recliner Couches Sectional - each piece (non-sleeper) Desks Child wood Doors Screen or hollow interior shower door Dressers Large Electronic Recyclables Small items like key board, VCRs, DVD players Garage Door Opener (Rails must be broken down) Mirrors – Up to 6 feet in length Sinks Bath (single or pedestal) kitchen Tables Coffee or end Toilets With tank Water softener (empty only) Windows Single	Bathtubs Cast iron (must be broken up) Beds Mattress and box spring Carpet- per room (average room size : 12 feet X 12 feet) (5 feet max. length; cut and rolled) Couches Love seats Hide-a-bed couch/frame (mattress-separate item) Futon (mattress-separate item) Desks Metal Doors Interior (solid) exterior siding glass (each piece) Exercise equipment Electronic recyclables *TVs and computer monitors Gas grill (no tank) Lawn mower or snow blower (gas & oil drained) Mirror - 6 feet or larger in length or width Sinks Bath (vanity) Laundry tub (non-concrete) Tables Kitchen or dining room Trampoline Windows Double triple or larger

* TVs larger than 26-inch screens, console TVs and rear projection -\$20.00 surcharge



Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of Fairview Heights Illinois that there is hereby appropriated the sum of Five Hundred Twenty Thousand Dollars (\$520,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/20 to 04/30/21.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Fairview Heights shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Karen Kaufhold City Clerk in and for said City of Fairview Heights in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Fairview Heights at a meeting held on 02/18/20

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED RESOLUTION NO. 10-'20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE CITY OF MADISON POLICE DEPARTMENT TO PROMOTE PUBLIC SAFETY AND PROTECT THE GENERAL WELFARE OF THE CITIZENS.

WHEREAS, pursuant to Illinois Municipal Code 65 ILCS 5/11-1-2.1, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, the parties agree that it is to their mutual benefit to cooperate in the enforcement of laws; and

WHEREAS, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, to wit, the Constitution of the State of Illinois (Ill. Const. ART. VII, 110), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1).

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

That the Mayor is hereby authorized to enter into a Mutual Aid Agreement with the City of Madison pursuant to the agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

“EXHIBIT A”

**FAIRVIEW HEIGHTS POLICE DEPARTMENT
MUTUAL AID AGREEMENT**

Pursuant to Illinois Municipal Code 65 ILCS 5/11-1-2.1, this Mutual Aid Agreement is made this day, _____, by and among the City of Fairview Heights Police Department, City of Madison Police Department.

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense, and maintenance of peace and good order, and

WHEREAS, the parties agree that it is to their mutual benefit to cooperate in the enforcement of laws; and

WHEREAS, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, to wit, the Constitution of the State of Illinois (Ill. Const. ART. VII, 110), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1).

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):
 - a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including by not limited to fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation, and critical shortages of essential products, fuels, and energy; explosion; riot, significant or large-scale civil insurrection or disobedience; hostile military or paramilitary action; or acts of domestic terrorism.

- b. Emergency – including, but not limited to, any human-caused or natural event or circumstance within the area of operation of any Signatory Jurisdiction causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss such as fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or release of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Signatory Jurisdiction, in terms of personnel, equipment and facilities, thereby requiring assistance.
- c. Special Event – a planned event, activity, or temporary grouping of people that deviates from the normal land use that occurs on site, that is conducted indoors or outdoors, on City/Village owned or privately-owned property, and interferes with the normal flow or regulation of pedestrian or vehicular traffic or parking. Examples of a Special Event include, but are not limited to, the following: parades, bicycle races, festival/carnival/picnic, outdoor music concerts, food truck rallies, sales or promotional events, marathons, or 5K walk/runs.
- d. Equipment – includes, but is not limited to: marked police vehicles, unmarked police vehicles, all-terrain vehicles (ATV/UTV), radar trailers, optical surveillance equipment, drones, and cellular forensic tools.
- e. Jurisdiction – Such units of government are as defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- f. Law Enforcement Personnel – An employee of a Signatory Public Agency to this agreement who is a law enforcement officer, county corrections officer, or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).
- g. Mutual Aid – Assistance provided by a Jurisdiction to another Jurisdiction pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.
- h. Requesting Jurisdiction – A Signatory Jurisdiction to this agreement that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment, and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

- i. Responding Jurisdiction – A Signatory Jurisdiction to this agreement that provides resources, equipment, and/or Law Enforcement Personnel to a Requesting Jurisdiction during an Emergency or Disaster.
 - j. Signatory Jurisdiction – A Jurisdiction that has executed this agreement by signature of an authorized individual for the Jurisdiction under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of the Jurisdiction to execute the agreement.
2. It is the intent and purpose of this Mutual Aid Agreement that there be the fullest cooperation among the Signatory Jurisdictions to ensure the maintenance of good order and law enforcement during an emergency, special event, or other law enforcement matter which requires assistance beyond the capacity of a Signatory Jurisdiction.
3. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when an emergency, disaster, or need exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdiction which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of Illinois.
4. Each Signatory Jurisdiction shall, prior to the effective date hereof, notify its police officers and general liability insurance carries of this agreement.
5. Nothing herein shall be construed as to interfere with or supersede any Signatory Jurisdiction's collective bargaining agreement with its employees' respective representation. To the extent that any collective bargaining agreement between a Signatory Jurisdiction and its employees' representation is inconsistent with this Agreement, the aforementioned collective bargaining agreement shall control. Each Signatory Jurisdiction shall review any and all applicable collective bargaining agreements it is a party to in order to determine its obligations thereunder.
6. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the Requesting Jurisdiction said request may be made through general

dispatch at the discretion of the requesting officer. Such request will include the following:

- a. The name and title of the official making the request;
 - b. A summary of the circumstances initiating the action and a description of the assistance needed; and
 - c. The name, title, and location of the official to whom assisting personnel shall report.
7. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. He/she shall evaluate the disposition and availability of his/her own resources, and the capacity of his/her own agency to provide requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the Requesting Jurisdiction shall provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his/her agency's own forces.
8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when its own personnel are, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance if, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, its personnel and/or equipment are needed for other duties within its jurisdictional boundaries. The Requesting Jurisdiction agrees that this agreement shall not give rise to any liability or responsibility for the failure of any other Signatory Jurisdiction to respond to any request for assistance made pursuant to this agreement.
9. During the period assistance is provided, personnel of the Responding Jurisdiction shall operate in the Requesting Jurisdiction with the same powers, rights, benefits, privileges, and immunities as are enjoyed by the members of the Requesting Jurisdiction. Each officer who enters the jurisdiction of the Requesting Jurisdiction pursuant to this agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.
10. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into the Requesting Jurisdiction.

11. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purposes. As such, all the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it, as well as each deputy and their principals, to the same extent when it is providing assistance outside its boundaries pursuant to this agreement when acting through its police personnel or other officers, agents, or employees.
12. The law enforcement officers, agents, and employees of a Responding Jurisdiction, when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances, and regulations and shall have all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.
13. Each party to this agreement shall:
 - a. Waive any and all claims against other Signatory Jurisdictions which may arise from their activities outside their respective jurisdictions when acting under this agreement;
 - b. Indemnify and hold harmless the Signatory Jurisdictions under this agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of their own departments, officers, agents or employees when acting under this agreement; and
 - c. Indemnify and hold harmless assisting jurisdictions for following the orders of the principal law enforcement officer of any agency receiving assistance under this agreement.
14. The Signatory Jurisdictions shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement. All equipment provided or services performed under this agreement shall be provided without reimbursement to the Responding Jurisdiction from the Requesting Jurisdiction. However, nothing contained herein shall prohibit a Responding Jurisdiction from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Jurisdiction agrees to operate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of the Responding Jurisdiction.

15. Throughout the duration of any response for assistance, the Requesting Jurisdiction shall provide for adequate radio communications with personnel of the Responding Jurisdiction. This may be in the form of agency-owned radios, radio network interfacing, or use of multi-jurisdictional radio frequencies.
16. Any Requesting Jurisdiction which receives aid under this agreements shall provide for the release of assisting personnel as soon as is practicable.
17. If any part, term, or provision of this agreement is held by the courts to be invalid, unenforceable, contrary to law, or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties to this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law, or in conflict with the law of the State of Illinois.
18. The agreement shall remain in effect until terminated by all Signatory Jurisdictions hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one Signatory Jurisdiction hereto shall be made by thirty (30) days written notice to all other parties but shall not terminate the agreement among the remaining Signatory Jurisdictions. This document shall remain in full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.
19. This agreement shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this agreement or the construction or interpretation of this agreement shall be in a state court in St. Clair County, Illinois.
20. All Signatory Jurisdictions to this agreement agree to comply with federal, state, county, and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the signatory jurisdictions' respective performances of the provisions of this agreement.
21. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership, or any other sort of legal association or combination of entities as between the Signatory Jurisdictions to this agreement. Each Signatory Jurisdiction is acting on its own individual capacity and not as the agent of any other Jurisdiction which is created by this agreement.

22. This agreement may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this agreement.

IN WITNESS WHEREOF, each individual signing below represents and warrants that he or she is fully authorized to sign and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this agreement as of the date and year written below.

Fairview Heights Police Department

NAME: _____

SIGNATURE: _____

TITLE: Mark T. Kupsky - Mayor

DATE: _____

Madison Police Department

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____