



**AGENDA
COMMUNITY DEVELOPMENT COMMITTEE**

**Monday, January 13, 2014
6:00 PM**

Mayor's Conference Room

I) Roll Call

II) Approval of Minutes – December 9, 2013

III) Items Requiring Council Action –

- A. Special Event Permit- Ace Hardware Temporary Green House
- B. Special Event Permit- St. Elizabeth's Heart Health Awareness Month

IV) Other Business – None

NEXT MEETING: Monday, January 27, 2014 – 6:00 P.M. – Mayor's Conference Room

General Citizen Comments: The City of O'Fallon welcomes comments from our citizens. The Illinois Open Meetings Act provides an opportunity for citizens to speak at all committee and Board meetings. However, 5 ILCS 120/1 mandates that NO action shall be taken on matters not listed on the agenda. Please submit your name to the chairman and limit your comments so that anyone present has the opportunity to speak.



**MINUTES
COMMUNITY DEVELOPMENT COMMITTEE
5:00 PM Monday, December 9, 2013**

Minutes of a regular meeting of the Community Development Committee of the City of O'Fallon, held in the Mayor's Conference Room, 255 S. Lincoln, O'Fallon, Illinois.

CALL TO ORDER: 6:05 PM

- I) Roll Call** – *Committee members:* Jerry Albrecht (chair), Gene McCoskey (vice chair), David Cozad, Ray Holden, and Harlan Gerrish. *Other Elected Officials Present:* Ed True, John Drolet, Herb Roach, and Michael Bennett. *Staff:* Walter Denton, Pam Funk, Ted Shekell, Dennis Sullivan, Jeff Stehman, Justin Randall, and Grant Litteken. *Visitors:* Charlie Pitts and Rod Radcliffe.
- II) Approval of Minutes from Previous Meeting**– All ayes. Motion carried.
- III) Items Requiring Council Action**
- A. Marie Schaefer Elementary School Gymnasium Landmark Designation – Justin Randall brief explanation on historic landmark designation for Marie Schaefer Elementary School Gymnasium. No concerns were raised. The committee recommended approval with a vote of 5-0.
 - B. CSX Railroad Permits – Dennis Sullivan gave a brief presentation of the permits required by the railroad for boring under the railroad to replace an existing water main and construct a new sanitary sewer line for the new Fire/EMS and Parks facilities and future development. The committee recommended approval with a vote of 5-0.
 - C. Sewer Main Work – Memorial East – Dennis Sullivan provided an explanation on an agreement with Memorial Hospital on receiving wastewater from the Memorial East Hospital Site in the Village of Shiloh. Mr. Sullivan explained the process and path of the new sewer main construction. The committee recommended approval with a vote of 5-0.
- IV) Other Business**- None

MEETING ADJOURNED: 5:50 PM

NEXT MEETING: Monday, January 13, 2014 – 6:00 PM – Mayor's Conference Room

Prepared by: Justin Randall, Senior City Planner



M E M O R A N D U M

TO: Community Development Committee
FROM: Anne Stevenson, Assistant City Planner
THROUGH: Ted Shekell, Planning Director
DATE: January 13, 2014
SUBJECT: Special Event Permit – Ace Hardware Temporary Greenhouse (Motion)

Project Summary

Applicant: Gary Ahasay for Ace Hardware
Event: Temporary greenhouse for seasonal garden display
Date/Time: March 1, 2014 to June 30, 2014
Location: Ace Hardware, 600 Southview Plaza Suite #1
Signage:

- None requested

Notes:

- Event is consistent with previous requests.
- 20' x 48' Greenhouse on Northeast corner of parking lot
- Hours of operation:
Monday-Friday 8am-8pm
Saturday 8am-6pm
Sunday 10am-6pm

Staff Recommendation

The Fire and Police Departments did not have any issues with the request. Staff recommends approval of the Special Event Permit with the following conditions:

- 1) Drive aisles and fire lanes must remain open at all times for emergency vehicle access
- 2) Display of materials must be limited to within the greenhouse and location approved from Planned use
- 3) Inspection of anchors and structure are required prior to stocking of greenhouse and subsequent product sales.

Planning and Zoning Department

255 South Lincoln Avenue O'Fallon, IL 62269 ♦ P: 618.624.4500 x 4 ♦ F: 618.624.4534



RECEIVED JAN 03 2014



PLANNING & ZONING DEPARTMENT
255 S. Lincoln Avenue, 2nd Floor
O'Fallon, IL 62269
Ph: (618) 624-4500 x4
Fax: (618) 624-4534

- ☐ Attach proof of not-for-profit status

OR

☒ Provide \$50.00 application fee

to CD 1/13/14

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: TEMPORARY GREEN HOUSE - POLYHOUSE FOR PLANT

Location of Event: O'FALLON HARDWARE ACCESSORIES

Name of Event Organization: BCE HARDWARE

Mailing Address: 600 SOUTHVIEW PLAZA SUITE #111 O'FALLON IL 62269

Business Address: SAME AS ABOVE Phone: 618 628 7200

Name of person in charge of event (applicant) and mailing address: GARY TAKASAY
Phone: 618 628 7200

Secondary Contact Person: PATRICK LAVERY

Beginning Date / Times: MARCH 1 - 2014 Ending Date / Times: JUNE 30 2014

THE FOLLOWING INFORMATION (WHERE APPLICABLE) MUST BE PROVIDED IN WRITTEN FORM BEFORE APPLICATION WILL BE PROCESSED.

1. **Narrative** (including hours of operation; activities provided; signage including dimensions, quantity location; traffic/parking plan; contingency plans for rain; plans for toilet facilities; security plan; expected attendance; etc).

2. Sketch plan of site.

☒ ATTACHED

☐ NOT APPLICABLE

3. Permission letter from property owner, if applicant is not the property owner.

☐ ATTACHED

☐ NOT APPLICABLE

4. Proof of not-for-profit status.

☐ ATTACHED

☒ NOT APPLICABLE

5. Proof of Liability Insurance should be provided and if event is held City property, City of O'Fallon, should be named as an additional insured in the amount of One Million Dollars (\$1,000,000).

☐ ATTACHED

☒ NOT APPLICABLE NOT ON CITY PROPERTY

6. Damage bonds or cash deposit to protect City facilities (this would be mainly for out-of-town sponsors) in the amount of \$300,000.

☐ PAID

☒ NOT APPLICABLE

7. Liquor license information for beer sales (including hours of sale): NONE
(Attach release/indemnification forms and a copy of the liquor license and certificate of liquor liability)

8. List for profit vendors and sales tax numbers (to verify that sales tax is collected and remitted) to be provided prior to event: NONE

9. Special consideration requests such, as City provided assistance. (Fees may be charged for these services). **Please include specific considerations requested in narrative or as an attachment.**

☒ NONE REQUESTED

☐ Street Department, IDOT (for street closings, signalization, and detour routes)

☐ Parks Department

☐ Police Department

☐ Fire and EMS Department

10. Coordinate all food concessions with St. Clair County Health Department at (618) 233-7769.

☐ PERMIT REQUIRED (please attach copy)

☒ NOT APPLICABLE

11. American Disability Compliance

☐ ATTACHED

☒ NOT APPLICABLE

As part of the approval of this Special Event Permit, temporary signs for said Special Event shall be permitted as provided for in the City Sign Ordinance or as otherwise approved by the City Council.

Electrical inspections are required for all new exterior electrical connections. The City electrical inspector must be contacted a minimum of twenty-four (24) hours prior to inspection.

[Signature]
Signature of person in charge of event

1-4-12
Date of Submission
1-3-12

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FOR OFFICE USE ONLY

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PLANNING & ZONING DIRECTOR ADMINISTRATIVE APPROVAL: () YES () NO

APPROVED PLANNING DIRECTOR & DATE _____

All other requests for "Special Events Permits" not approved by the Planning Director shall go before the City Council for their approval.

APPROVED: CITY COUNCIL _____ (DATE)

Todd Bjerkaas

From: Mike Shewmaker
Sent: Wednesday, February 15, 2012 11:38 AM
To: Todd Bjerkaas
Subject: Ace Hardware Greenhouse

Todd,

Here is the narrative for the permit.

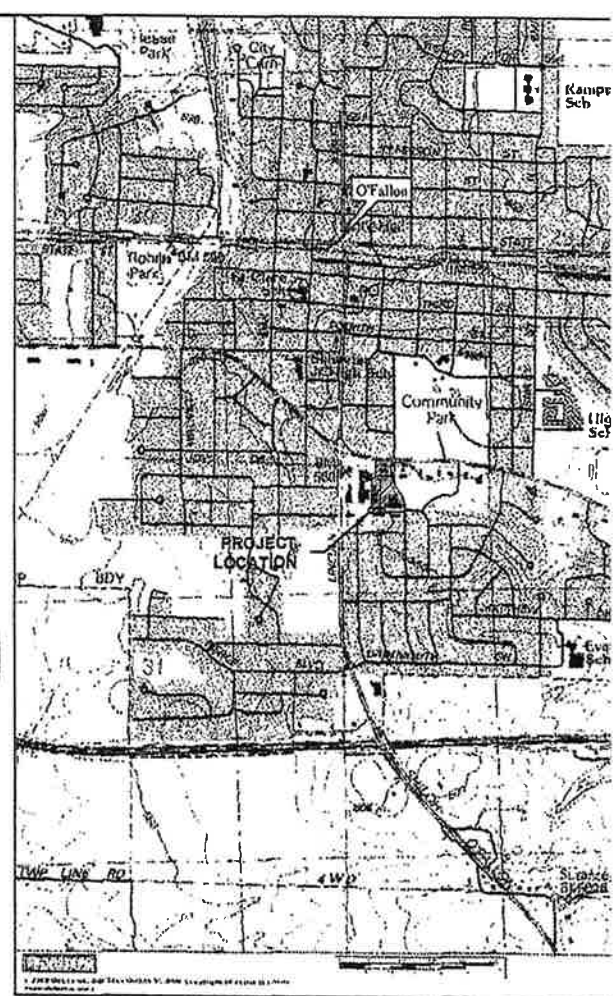
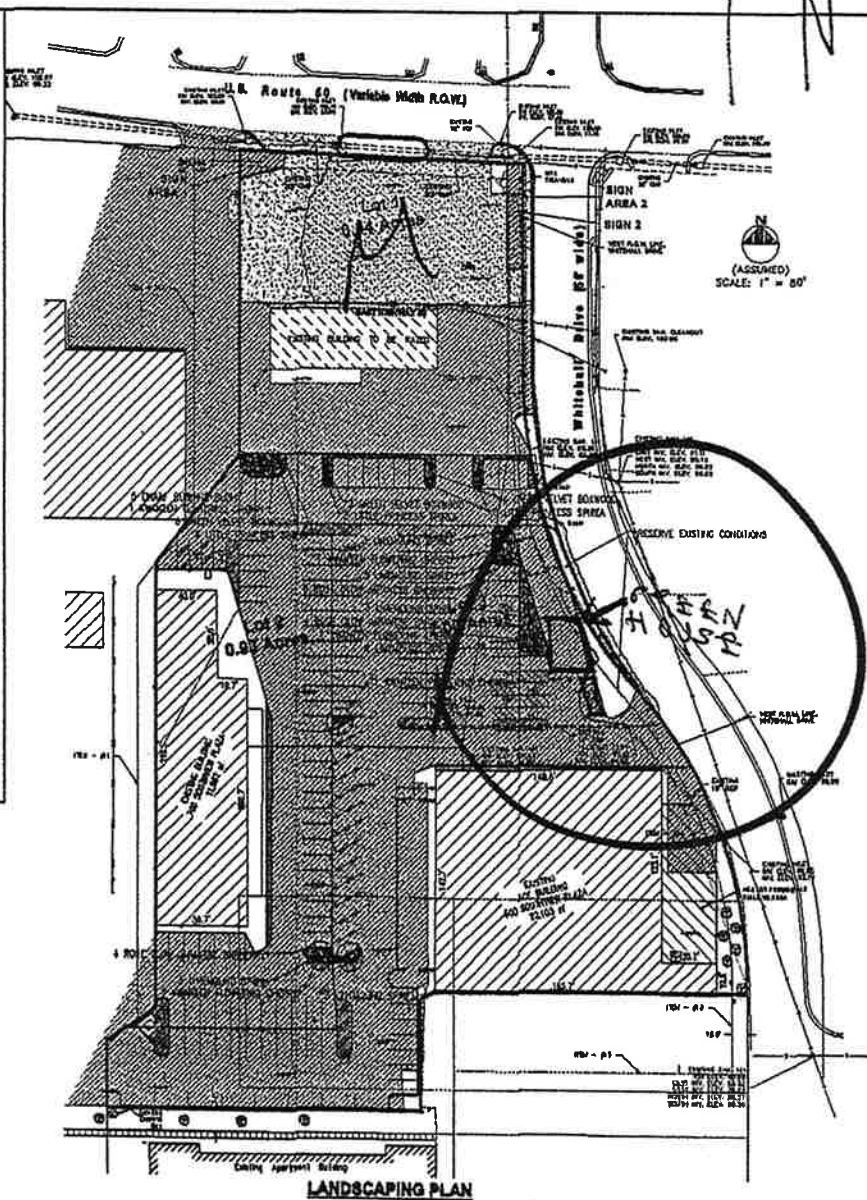
We would like to utilize a 20'x48' greenhouse on the NE corner of our parking lot. The greenhouse will operate Monday-Friday 8am-8pm, Saturday 8am-6pm, and Sunday 10am-6pm. We will not be building any additional displays on the surrounding areas of the greenhouse. We will also not be running any type of power to the greenhouse. The greenhouse will give us the opportunity to increase sales, provide a cleaner look to the front of the store, and allow our plant season to run deeper into the summer.

Let me know if you need anything else.

Thanks,

Michael Shewmaker
Assistant Manager
Ace Hardware of O'Fallon
P: (618)628-7200
F: (618)628-7201

G.A, 1-4-13
G.A 1-3-14



PLANTING NOTES:

1. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SCHEDULED AND THE PLANS THE PLANS PREVAIL.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS, INCLUDING UNDERGROUND UTILITIES PRIOR TO THE START OF WORK. OWNER'S REPRESENTATIVE ANY CONDITION THAT MAY AFFECT CONTRACT. CONTRACTOR SHALL REPAIR ANY DAMAGE DUE TO CONTRACTOR'S ACTIVITIES AT NO EXTRA COST TO OWNER.
3. CONTRACTOR SHALL COORDINATE SCHEDULE AND INSTALLATION OF LANDSCAPE WITH OWNER'S REPRESENTATIVE.
4. MULCH ENTIRE SHRUB PLANTING AREAS WITH 3" DEPTH OF SHREDDED BARK MULCH. SHRUB BEDS THAT ADJUT LAWN A SHADE OUT EDGE UNLESS OTHERWISE NOTED. GROUND COVER BEDS ARE TO BE MULCHED AT A DEPTH OF 2" WITH 6" MULCH. ALL NEW TREE'S ROOT BALLS WILL BE PLANTED LEVEL WITH FINISH GRADE AND WILL BE PROVIDED A 4" DIA. 31 MULCH RING WITH MIN. 3" DEPTH.
5. FORMAL LINES AND GROUPINGS OF A SPECIES OF TREE SHALL BE MATCHED FOR SIZE AND FORM.
6. CONTRACTOR SHALL COORDINATE SCHEDULES AND STAKING/LOCATION OF BED EDGES WITH IRRIGATION CONTRACTOR.
7. ALL DISTURBED AREAS SHALL BE SEED OR SOLOD.
8. ALL BREDED ARRAYS ON A SLOPE OF 3:1 OR GREATER WILL HAVE EROSION CONTROL BLANKETS AS SPECIFIED.
9. SEE CIVIL AND ARCH. DRAWINGS FOR EXISTING AND PROPOSED CONDITIONS.
10. SEE SPECIFICATIONS FOR ADDITIONAL NOTES AND REQUIREMENTS.

9 NOTES SCALE: 1/4"

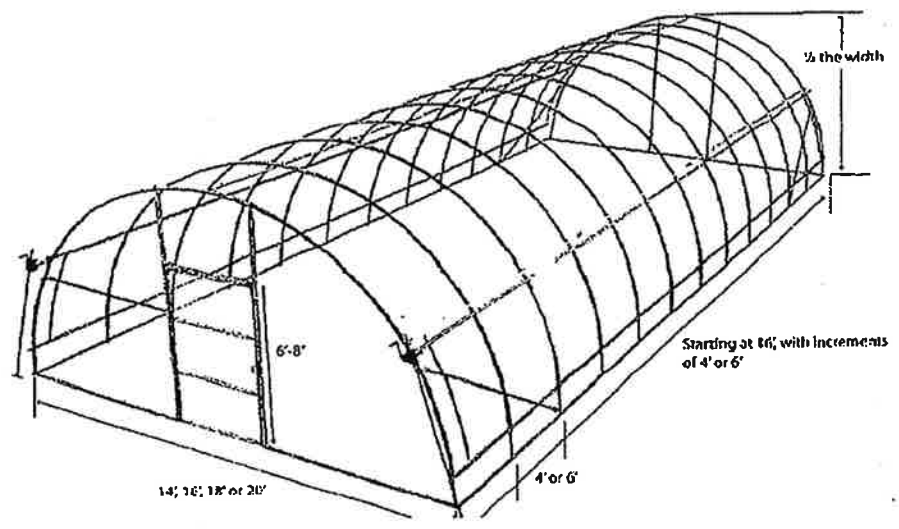
QUANT.	COMMON NAME	BOTANICAL NAME	MIN. HT.	MIN. SPRD.	MIN. CAL.	ROOT COND.	COMMENTS
3	ORANGE BURNING BUSH	<i>Cornus stolon 'Cornus'</i>	24"	24"	---	3 Gal.	full plant
15	GREEN VEINLET BOWWOOD	<i>Buxus microphylla 'Green Vein'</i>	14"	18"	---	3 Gal.	refined form
8	FRANZON FLOUNDER CHERRY	<i>Prunus serrulata 'Kakame'</i>	6'-8'	---	1.2"	8 & 9 yr. Cont.	full plant
31	UNCLONING SPINES	<i>Salix x humilis 'Nimbus'</i>	12"	12"	---	3 Gal.	full plant
18	LITTLE PRINCESS SPINES	<i>Salix integra 'Jade Dragon'</i>	12"	12"	---	3 Gal.	full plant
14	SPICE BLOW WAXMYX BURNERY	<i>Baccharis vulgaris 'Blue Glow'</i>	18"	18"	---	3 Gal.	full plant

3 PLANT SCHEDULE

MAN
LINE OF ROOT BALL

Instructions

Width: 14', 16', 18', 20'
 Length: starting at 16' with increments of 4' or 6'
 Height to apex: half of the width
 Frame spacing: 4' or 6'
 Cover: clear or white 6 mil. UVI treated polyethylene
 End wall cover: clear or white 6 mil. UVI treated polyethylene
 Frame: 1.66" O.D. 16 ga. galvanized steel tube
 Upright: (1) 1.163" O.D. 17 ga. galvanized steel tube



Commercial Greenhouses

att:

Todd Bjerkas

From Ace Hardware



M E M O R A N D U M

TO: Community Development Committee
FROM: Anne Stevenson, Assistant City Planner
THROUGH: Ted Shekell, Planning Director
DATE: January 13, 2014
SUBJECT: Special Event Permit – Heart Health Awareness Month (Motion)

Project Summary

Applicant: Kelly Barbeau- St. Elizabeth's
Event: Decorate medical building and place red ribbons on light posts
Date/Time: January 31st to February 28th
Location: One block area near medical building- East and West First Street
Signage:

- Requesting permission to place ribbons on light poles in one block area near medical building- East and West First Street
- Ribbons will be displayed from January 31st to February 28th

Notes:

- Event is consistent with previous requests.
- Applicant has provided proof of liability insurance

Staff Recommendation

The Fire, Police, and Public Works Departments did not have any issues with the request. Staff recommends approval of the Special Event Permit.

Planning and Zoning Department

255 South Lincoln Avenue O'Fallon, IL 62269 ♦ P: 618.624.4500 x 4 ♦ F: 618.624.4534

I:\P & Z\SEPA\St. Elizabeth's\2014 Heart Health Awareness Month\Heart Health CD memo 1-13-14.doc



COMMUNITY DEVELOPMENT DEPARTMENT
255 S. Lincoln Avenue, 2nd Floor
O'Fallon, IL 62269
Ph: (618) 624-4500 x4
Fax: (618) 624-4534

☒ Attach proof of not-for-profit status with application

OR

☐ Provide \$50.00 application fee with application

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: Heart Health Awareness Month - February 2014
Location of Event: SEB O'Fallon Medical Building; EAST + WEST First Street, one block
Name of Event Organization: St. Elizabeth's Hospital
Name of person in charge of event (applicant) and mailing address: Kelly Barbeau
211 S. Third Street, Belleville, IL 62220
Phone: 618-234-2120, ext. 1270 E-Mail: Kelly.Barbeau@hshs.org
Secondary Contact Person: Emily Wilson
Phone: 618-234-2120, ext. 1594 E-Mail: Emily.Wilson@hshs.org
Beginning Date / Times: Fri, Jan. 31, 2014 Ending Date / Times: Fri, Feb. 28, 2014

THE FOLLOWING INFORMATION (WHERE APPLICABLE) MUST BE PROVIDED IN WRITTEN FORM BEFORE APPLICATION WILL BE PROCESSED.

1. **NARRATIVE** (Including hours of operation; activities provided; signage including dimensions, quantity, location, etc...; traffic/parking plan; contingency plans for rain; plans for toilet facilities; security plan; expected attendance; etc...).

☒ ATTACHED

2. Sketch plan of site.

☐ ATTACHED

3. Permission letter from property owner, if applicant is not the property owner.

☐ ATTACHED

☒ NOT APPLICABLE

4. Proof of not-for-profit status (so that application fee can be waived.)

☒ ATTACHED

☐ NOT APPLICABLE

5. Proof of Liability Insurance should be provided and if event is held City property, **City of O'Fallon**, should be named as an additional insured in the amount of One Million Dollars (\$1,000,000).

☒ ATTACHED

☐ NOT APPLICABLE

6. Damage bonds or cash deposit to protect City facilities (this would be mainly for out-of-town sponsors) in the amount of \$300,000. ☐ PAID ☒ NOT APPLICABLE

7. Liquor license information for beer sales (including hours of sale): N/A
(Attach release/indemnification forms and a copy of the liquor license and certificate of liquor liability)

8. List for profit vendors and sales tax numbers (to verify that sales tax is collected and remitted) to be provided prior to event: N/A

9. Special consideration requests such, as City provided assistance. (Fees may be charged for these Services.) **Please include specific considerations requested in narrative or as an attachment.**

☒ NONE REQUESTED

☐ Street Department, IDOT (for street closings, signalization, and detour routes)

☐ Parks Department

☐ Police Department

☐ Fire and EMS Department

10. Coordinate all food concessions with St. Clair County Health Department at (618)233-7769.

☐ PERMIT REQUIRED (please attach copy)

☒ NOT APPLICABLE

11. American Disability Compliance

☐ ATTACHED

☒ NOT APPLICABLE

As part of the approval of this Special Event Permit, temporary signs for said Special Event shall be permitted as provided for in the City Sign Ordinance or as otherwise approved by the City Council.

Electrical inspections are required for all new exterior electrical connections. The City electrical inspector must be contacted a minimum of twenty-four (24) hours prior to inspection.

Kelly Barb
Signature of Applicant/ person in charge of event

12-17-13
Date of Submission

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ELIGIBLE FOR ADMINISTRATIVE APPROVAL? () YES () NO

ADMINISTRATIVE APPROVAL CONDITIONS:

APPROVED BY COMMUNITY DEVELOPMENT DIRECTOR & DATE _____

All other requests for "Special Events Permits" not approved by the Community Development Director shall go before the Community Development Committee and the City Council for their approval.

APPROVED: CITY COUNCIL _____ (DATE)



**St. Elizabeth's
Hospital**

December 17, 2013

Dear Mr. Goodwin,

St. Elizabeth's Hospital is planning a variety of events for February 2014 to support Heart Health Awareness Month. One of the items we would like to do to increase community awareness of the public service campaign is to decorate our O'Fallon Medical Building and a one-block area of East and West First Street with red ribbons.

We respectfully request approval from the City of O'Fallon to be allowed to decorate light posts on East/West First Street for one block each way. St. Elizabeth's will provide ribbons and labor for hanging and removing the ribbon. If approved, we would like to put the decorations up on January 31 and remove them on February 28.

Along with this visual awareness piece, we will also be distributing flyers to downtown businesses to explain the ribbons and share out the heart health education to the general public.

We look forward to partnering with the City of O'Fallon to increase awareness for healthy hearts.

Sincerely,

Patty Gillen, MSN, RN, NE-BC
Director, Cardiovascular Services
St. Elizabeth's Hospital

Kelly Barbeau
Marketing/Communications Manager
St. Elizabeth's Hospital

211 South Third Street
Belleville, IL 62220
618-234-2120
www.steliz.org

*An Affiliate of
Hospital Sisters
Health System*



Illinois Department of Revenue
Sales Tax Exemption
101 West Jefferson Street, MC 3-520
Springfield, Illinois 62702

November 29, 2010

ST ELIZABETH HOSPITAL
BRADLEY E RUFF
1201 S 8TH ST
SPRINGFIELD IL 62703

The Illinois Supreme Court recently issued a decision in *Provena Covenant Medical Center v. Department of Revenue* that has significant implications for charitable exemptions in Illinois. The Department takes its duty to issue exemptions consistent with Illinois law extremely seriously. Since the issuance of the decision the Department has been reviewing the matter extensively. While the *Provena* decision is far reaching, the most directly affected institutions are hospital and healthcare providers seeking charitable exemptions for property tax or Illinois sales and use taxes.

Due to the importance of the issue, the Department is still developing a strategy to handle both pending property tax exemption applications and sales tax exemption requests and renewals. At this time, it is reasonable to assume that each application will need to be reviewed individually on a case by case basis on its own merits. All applicants will be provided the opportunity to supplement their applications with any additional information the Department or the applicant deems relevant and necessary. The precise timetable for a determination on the merits has yet to be established but it will be reasonable, orderly, fair, and flexible enough to address any unique circumstances.

Your institution is seeking a renewal of its sales and use tax exemption. While sales and use tax exemptions do not involve a constitutional issue, Illinois courts have traditionally applied the same factors used to determine property tax exempt status for charitable applicants, thus the Department will need additional time to make an actual determination on the merits of your sales and use tax exemption renewal.

While the Department's final determination is pending, your existing exempt status will be preserved. You are hereby authorized to continue to utilize your existing sales and use tax exemption until you receive written notice of the Department's final determination on your renewal. If a vendor or auditor request proof of your continued exempt status, please provide them a copy of this letter for their records.

This is not a final administrative decision for the purposes of the Illinois Administrative Review Law.

If you have any specific questions, needs or concerns please feel free to contact the Department's Exemptions unit at 217-782-8881.

Kara Moretto
Manager Local Government Service Bureau



Illinois Department of Revenue

Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, Illinois 62702
217 782-8881

November 18, 2005

BRADLEY E. HUFF
GRAHAM & GRAHAM
1201 S. 8TH STREET
SPRINGFIELD IL 62703

We have received your recent letter; and based on the information you furnished, we believe

ST ELIZABETHS HOSPITAL
of
BELLEVILLE, IL

is organized and operated exclusively for charitable purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E9986-8881-05. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on December 1, 2010, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services
Illinois Department of Revenue


**Renaissance Quality
Insurance, Ltd.**

This is to certify that the coverage's listed below are in force at this time and are subject to the terms, conditions and exclusions as stated in the Renaissance Quality Insurance, Ltd. policy.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED:

City of O'Fallon
255 South Lincoln
O'Fallon, IL 62269

NAME AND ADDRESS OF INSURED:

St. Elizabeth's Hospital
211 S. Third Street
Springfield, IL 62220

Additional Insured: City of O'Fallon

Type of Insurance	Coverage Term	Policy #	Combined Single Limits Liability	
			Each Occurrence	Aggregate
General Liability (Includes Property Damage and Bodily Injury)	July 1, 2013 to June 30, 2014	P400-2013-14	\$1,000,000	\$3,000,000
Professional Liability "Occurrence"	July 1, 2013 to June 30, 2014	P400-2013-14	\$1,000,000	\$3,000,000

CANCELLATION: Should any of the above described coverage's be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

23 Lime Tree Bay Avenue
P.O. Box 1159
Governor's Square
Building 3, 2nd Floor
Grand Cayman, KYI-1102
Cayman Islands

Phone: 345-623-6611
Facsimile: 345-946-6612

BY: 
Assistant Secretary

DATED: September 6, 2013



M E M O R A N D U M

TO: Community Development Committee
FROM: Justin Randall, Senior City Planner
THRU: Ted Shekell, Director of Community Development
DATE: January 13, 2014
SUBJECT: Design Services / Streetscape Design for Green Mount Road (RESOLUTION)

Project Background and Summary

The attached proposal is from SWT, for the purpose of performing design services for the Green Mount Road corridor, with a geographic study area as shown in the attached map (Page 8 of SWT proposal). The firm of SWT is well known in the St. Louis and throughout the Midwest for providing quality landscape architecture, urban design and planning expertise. SWT will team with the lead consultant Horner & Shifrin on the Green Mount Road Corridor, with whom SWT has an extensive working relationship. SWT's role in the project will provide the urban design and streetscape component of the Green Mount Corridor project. The firm will make recommendations on how to enhance the necessary corridor improvements to accommodate future traffic projections for the Green Mount Road Corridor, as well as providing recommendation for improvements to lighting and urban design of Regency Park Drive. The contract is a lump sum of \$32,500, with estimated time and materials reimbursement on an as needed basis at \$1,000.

Recommendation

Approve the proposed contract with SWT with the dollar amounts as shown.

Community Development Department

255 South Lincoln Avenue O'Fallon, IL 62269 ♦ P: 618.624.4500 x 4 ♦ F: 618.624.4534

December 16, 2013

Ted Shekell
Planning Director
City of O'Fallon
255 South Lincoln
O'Fallon, IL 62269

RE: Conceptual Design Services: Green Mount Road Streetscape

Dear Mr. Shekell:

Thank you for giving SWT Design, Inc. the opportunity to submit this proposal for professional Conceptual Design Services regarding streetscape enhancements for Green Mount Road in O'Fallon, IL. Upon your signature hereto, this letter shall act as a contract for professional landscape architectural services ("Agreement") between SWT Design, Inc., hereinafter referred to as SWT, and the City of O'Fallon, IL, hereinafter referred to as Client, for the following scope of services as outlined herein.

ARTICLE 1: BASIC DESIGN SERVICES

Scope of services includes the following project areas (See Attachment A):

- N Green Mount Road between Interstate 64 and W State Street
 - IDOT property at the intersection of N Green Mount Rd and I-64
 - Intersection of N Green Mount Road and Regency Park Drive
 - Regency Park Drive as it relates to the development of St. Elizabeth's Hospital
 - Intersection of N Green Mount Road and W US-50
 - Intersection of N Green Mount Road and W State Street

Task 1: Concept Design

SWT shall prepare written and graphic concept design documents addressing streetscape design standards, traffic calming, and way finding needs per the project program. The concept design phase will include the development of project definition and the relationship of project components. The scope of work and tasks to be performed by SWT are as follows:

Task 1A: Kick-off Meeting

- Visit the project specific areas shown in Attachment A
- Review existing pertinent information provided by the Client (information may include survey, land use plans, etc.)
- Photograph existing site elements such as hardscape, planting, lighting, signage, furniture, traffic calming amenities, etc.
- Establish project schedule including meeting and deliverable dates.

Task 1B: Public Engagement Meeting

SWT and its consultant team will host one (1) public meeting to introduce the project, and obtain input and ideas for the future development of N Green Mount Road. Our team will provide participants with informational displays, conceptual image boards, and base maps through which they can provide feedback to our team. Time and location of the meeting will be determined during Task 1A.



Task 1C: Concept Design Plans

Develop concept design plans for project areas. Plans may include:

- Curb Layout (coordinate with Horner & Shifrin)
- Hardscape / Special Pavement
- Conceptual Landscape Design
- Grading / Drainage (coordinate with Horner & Shifrin)
- Lighting (character only)
- Irrigation (performance only)
- Site Furniture and Amenities (style and location)
- Signage / Way Finding Element (layout and character)

Task 1D: Order-of-Magnitude Cost Opinions

Develop an order-of-magnitude cost opinion of the project area. Meet with Client to evaluate project area costs to confirm project budget.

Task 1E: Project Report

Provide descriptive narrative / and graphics regarding conceptual designs. Information will be submitted in appropriate graphic format. Report shall include narrative, concept plans, conceptual order-of-magnitude cost estimates, and appendix.

Products of Task 1

SWT shall produce clear, concise documents defining and addressing project scope:

- Conceptual Plan of Each Project Area (Task 1C)
- Conceptual Site Sections (as needed)
- Conceptual Order-of-Magnitude Cost Opinion of Each Project Area (Task 1D)
- Project Report at 8.5" x 11" formatting (Task 1E)
- Four (4) Vignette Perspectives as Appropriate

Meetings for Task 1

- One (1) Kick-Off / Site Visit to Project Site
- One (1) Public Engagement Meeting
- One (1) General Review / Coordination Meeting with Client
- One (1) Review Meeting with Client

ARTICLE 2: WORK NOT INCLUDED IN BASIC SERVICES

- a. Soils/Geotechnical Investigations
- b. Environmental Impact Statements
- c. Production of As-Built Drawings
- d. Project Survey and Base Mapping
- e. Planning and Zoning / Agency Exhibits
- f. Traffic Study (coordinate with CBB)
- g. Utility Relocations (water, gas, phone and electric)
- h. Retaining Walls
- i. Water Feature(s)
- j. Design Development Documents, Construction Documents, Bidding and Negotiation and Construction Observation Services

ARTICLE 3: STANDARDS

- a. SWT agrees to provide its professional services in accordance with the highest standards of its profession. SWT agrees to put forth its best efforts to comply with codes, laws and regulations in effect.

ARTICLE 4: COMPENSATION AND PAYMENTS

- a. SWT agrees to perform the services outlined in this Agreement for a lump sum fee of **\$32,500.00** not including expenses.

- Concept Design: \$32,500.00

This fee will be billed on no more than once every 30 days, and invoice will be based on a percent complete at the time of billing.

- b. Direct expenses, i.e., report materials, personal car mileage, long-distance phone, computer printing, photo copies, photography, blueprinting, delivery service, etc., are not included in the above fees, and will be billed to the Client at one and zero-tenth (1.0) times the direct cost to SWT Design and its consultants. Personal car mileage will be billed at the prevailing rate established by the IRS. If sub-consultants are needed for additional work items, they will be mutually agreed upon by SWT and the Client. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment is due within 30 days from date of invoice. **Our Reimbursable Expense Estimate is \$1,000.00.**
- c. Basic and Additional Services will be billed on an hourly basis. See Attachment B for rates.

ARTICLE 5: PROJECT SCHEDULE

As outlined in project start-up meetings. (Task 1A)

ARTICLE 6: CLIENT'S RESPONSIBILITIES

- a. Client agrees to provide SWT with all necessary approved information, surveys, reports and professional recommendations requested by SWT to provide its professional services. SWT may reasonably rely on the accuracy and completeness of these items, however, SWT shall review such information in its capacity as an Client prior to such reliance and shall provide prompt written notice to the Client if SWT discovers as a result of its review or subsequently becomes aware of any errors, omissions or inconsistencies in such services or information.



- b. Client agrees to advise SWT of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing. However, if SWT is informed of the presence of such material by the Contractor or any other person or entity, SWT shall promptly notify the Client of same. Nothing in this paragraph is a waiver of that obligation or of any liability of Client arising from its negligence or willful misconduct in failing to inform the Client of the presence of such materials of which the SWT has been so informed.
- c. Client will be responsible for all necessary permits from authorities having jurisdiction over the Project.
- d. Client agrees to provide the items described in Article 6a and to render decisions in a timely manner so as not to delay the orderly and sequential progress of SWT's services.

ARTICLE 7: COST OPINIONS

- a. As the Landscape Architect, SWT, has no control over construction methodologies, costs or Contractor's prices, any construction cost opinions are made on the basis of SWT's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that Contractor's proposals, bids or costs will not vary from its estimates.

ARTICLE 8: TERMINATION

- a. Client may terminate this Agreement upon seven days written notice.
- b. If terminated, Client agrees to pay SWT for all Basic and Additional Services rendered and authorized Reimbursable Expenses incurred up to the date of termination.
- c. Subject to Article 4 hereof, upon not less than seven days' written notice, SWT may suspend the performance of its services if Client fails to pay SWT in full for services rendered or expenses incurred. SWT shall have no liability because of such suspension of service or termination due to nonpayment.

ARTICLE 9: DISPUTE RESOLUTION

- a. Client and SWT agree to mediate claims or disputes arising out of or relation to this Agreement as a condition precedent to litigation provided a demand for mediation shall be made within a reasonable time after a claim or dispute arises. The parties agree to participate in mediation in good faith. The mediation shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or any other mediation service acceptable to the parties. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

ARTICLE 10: OWNERSHIP AND USE OF DOCUMENTS

- a. Plans, Drawings, Schedules and other documents, including those in electronic form, prepared by SWT or SWT's consultants, if any, are Instruments of Service. Nevertheless, upon execution of this Agreement, SWT grants to the Client a nonexclusive license to use and reproduce SWT's Instruments of Service prepared under this Agreement for the purposes of constructing, using and maintaining the Project, including any additions thereto or extensions thereof; provided that the Client shall comply with all obligations, including payment of all sums when due, under this Agreement. Client shall not use such Instruments of Services for any unrelated project nor make modifications to documents without SWT's written authorization. If this Agreement terminates for any reason prior to the completion of the Project, the Client shall have the right to authorize



similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purpose of completing, using and maintaining the Project. Should any of the Instruments of Service be used by any party subsequent to termination of this Agreement, which are incomplete or unfinished, or which are subsequently materially changed, corrected or amended, SWT disclaims any warranty, representation or standard concerning such Instruments of Service, and any subsequent use of incomplete or unfinished or materially changed Instruments of Service is at the risk of Client, and for which SWT assumes no responsibility. Upon the earlier termination of this Agreement, and upon payment for all services performed by SWT as provided by this Agreement, SWT shall deliver to the Client reproductions of all Instruments of Service for the Project which are then in progress and which have not been previously delivered to the Client. If a dispute exists between the Client and SWT regarding any amount claimed due to SWT, SWT shall deliver to the Client the documents referenced above, and upon resolution of such dispute, Client shall promptly pay SWT the amount determined due to SWT, if any.

- b. SWT reserves the right to include representations of the Project in its promotional and professional materials.

ARTICLE 11: GOVERNING LAW

- a. This Agreement is governed by the law of the State of Missouri.

ARTICLE 12: ENTIRE AGREEMENT AND SEVERABILITY

- a. This Agreement is the entire and integrated agreement between the Client and SWT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and SWT.
- b. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

ARTICLE 13: MISCELLANEOUS

- a. Neither party can assign this Agreement without the other party's written permission.
- b. SWT's designated and authorized representative is Jim Wolterman, Co-Founder of SWT Design. SWT shall not replace such representative throughout the term of this Project unless such personnel leaves the employ of SWT or is otherwise unable to perform the services required hereunder. In the event the Client agrees to the replacement of such personnel, or such personnel leave the employ of SWT or are otherwise unable to perform the services required, SWT shall propose substitute personnel with substantially similar qualifications and experience within fourteen (14) days. Such personnel shall be subject to the Client's approval. In the event the Client does not approve such substitute personnel, Client may terminate this Agreement.

ARTICLE 14: INDEMNIFICATION

- a. SWT agrees to indemnify, defend and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except where such damages or losses are found by a court or forum of competent jurisdiction to be caused solely by Client's negligent errors or omissions.
- b. To the extent the above described damages or losses are found to be caused solely by Client's negligent errors or omissions, Client agrees to indemnify SWT for such damages and losses.

ARTICLE 15: ATTORNEYS' FEES

- a. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

ARTICLE 16: WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

- a. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SWT nor their respective officers, directors, trustees, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SWT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- b. In addition, the Client and SWT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.
- c. SWT shall provide and maintain throughout the term of the Agreement the insurance coverage set forth on Attachment C attached hereto to this Agreement and incorporated herein. SWT represents that in determining its compensation for services rendered hereunder, it has had the opportunity to incorporate the costs of such insurance coverage in its fee.

ARTICLE 17: NO THIRD PARTY BENEFICIARIES

- a. Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except SWT and the Client.

If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

Sincerely,

SWT Design, Inc.



Jim Wolterman, FASLA, PLA, MBA
Co-Founder

Accepted:

Signature

Date

Title

Attachment A Project Scope

