

AGENDA COMMUNITY DEVELOPMENT COMMITTEE Monday, April 11, 2016

5:00 PM

Public Safety Building 285 North Seven Hills Road

- I) Roll Call
- II) Approval of Minutes March 28, 2016
- III) Items Requiring Council Action Monday, April 18, 2016
 - A. Venita Drive / Taylor Road Right-of-Way and Easement Plat (Resolution)
 - B. Design and Construction Service Agreement with SWT Green Mount Road (Resolution)
 - C. Special Event Permit Text Amendment (1st Reading)
 - D. Reserves of Timber Ridge Phase 2A Final Plat (2nd Reading) NO CHANGE
 - E. Illini Trails 3rd Addition Plat 1 Final Plat (2nd Reading) NO CHANGE
 - F. Lake at St. Ellen's Plaza Final Plat (2nd Reading) NO CHANGE
- IV) Other Business None

NEXT MEETING: April 25, 2016 – 6:00 P.M. – Public Safety Building

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 6:00 PM Monday, March 28, 2016

Minutes of a regular meeting of the Community Development Committee of the City of O'Fallon, held at the Public Safety Building, 285 N. Seven Hills Road, O'Fallon, Illinois.

CALL TO ORDER: 6:00 PM

- Roll Call Committee members: Jerry Albrecht, Gene McCoskey, Ray Holden, and Jerry Mouser. Other Elected Officials Present: Herb Roach, Robert Kueker, Mike Bennett, Richie Meile, Kevin Hagerty, Ned Drolet and Matt Smallhear. Staff: Pam Funk, Ted Shekell, Grant Litteken, Jeff Stehman, Kirk Brueggeman and Justin Randall. Visitors: Vern Malare, Ron Zelms, Chris Matteo and Dave Dillow.
- **II)** Approval of Minutes from Previous Meeting All ayes. Motion carried.
- III) Items Requiring Council Action
 - A. Reserves of Timber Ridge Phase 2A Final Plat (1st Reading) Justin Randall provided a brief explanation on the final plat for Phase 2A of the Reserves of Timber Ridge. Randall indicated the final plat consisted of 26 single-family lots on 18.19 acres within the Reserves of Timber Ridge subdivision. The committee discussed the final plat and recommended approval of the final plat for Reserves of Timber Ridge Phase 2A with a vote of 4-0.
 - B. Illini Trails 3rd Addition Plat 1 Final Plat (1st Reading) Justin Randall provided a brief explanation on the final plat for Plat 1 of the 3rd Addition of Illini Trails. Randall indicated the final plat consisted of 18 single-family lots on 9.13 acres within the 3rd Addition of Illini Trails subdivision. The committee discussed the final plat and recommended approval of the final plat for Illini Trails 3rd Addition Plat 1 with a vote of 4-0.
 - C. <u>Lake at St. Ellens Plaza Resubdivision Final Plat (1st Reading)</u> Justin Randall provided a brief explanation on the final plat for the resubdivision of the previously recorded Lake at St. Ellens Plaza. Randall explained that the proposed resubdivision would replat the existing 6 lots for commercial/office use to ten lots for duplexes. The committee discussed the final plat and recommended approval of the final plat for the resubdivision of Lake at St. Ellens Plaza with a vote of 4-0.
 - D. <u>SEPA Keller Farms Corn Stand (Motion)</u> Justin Randall provided a brief overview of the special event permit for the annual Keller Farm Corn Stand.from June 15th to August 15th. The committee discussed the special event permit. The committee recommended approval of the special event with a vote of 4-0, with the recommended staff conditions.
- IV) Other Business None

MEETING ADJOURNED: 6:20 PM

NEXT MEETING: April 11, 2016 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner



MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Director of Community Development

DATE: April 11, 2016

SUBJECT: Venita Drive and Taylor Road Right-of-Way Dedication & Easement Plat (RESOLUTION)

Summary

The dedication of public utility easements and road right-of-way (ROW) requires the Council approval of an easement and ROW plat by resolution. City staff is seeking approval of the proposed plat to provide the correct right-of-way for the newly reconstructed Venita Drive and newly constructed Taylor Road. The attached plat provides for 66 feet of ROW on Taylor Road, to allow for additional area if in the future a turn lane is necessary on Taylor Road.

The city currently owns all of the property shown as ROW on the plat and approval of the plat is merely a formality to create ROW for the recent road construction projects.

Legal Considerations, if any: None

Budget Impact:

Staff Recommendation

The Venita Drive and Taylor Road Right-of-Way (ROW) Dedication and Easement Plat has been reviewed by the Engineering staff, and they have been found to meet all minimum platting requirements. Staff recommends approval of the plat.

RIGHT-OF-WAY DEDICATION AND EASEMENT PLAT

PART OF THE N.W. 1/4 OF SEC. 25 T. 2 N. R. 8 W. OF THE 3RD P.M. CITY OF O'FALLON ST. CLAIR COUNTY, ILLINOIS

APRIL 4, 2016

THIS IS TO CERTIFY THAT THIS RIGHT-OF-WAY DEDICATION AND EASEMENT PLAT WAS MADE UNDER MY DIRECTION FOR THE CITY OF O'FALLON, ILLINOIS AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, ALL THE INFORMATION SHOWN HEREON, IS TRUE AND ACCURATELY SHOWN.

DATED THIS 4th DAY OF April



STATE OF ILLINOIS)

GREG J. HAHN, I.P.L.S. NO. 3769

LICENSE EXPIRATION DATE: 11/30/2016

) SS COUNTY OF ST. CLAIR)

THE CITY OF O'FALLON, A MUNICIPAL CORPORATION, THE OWNER OF THE LAND SHOWN HEREON, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE RIGHTS-OF-WAY SHOWN HEREON AND HEREBY DEDICATE THE DRAINAGE EASEMENTS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF MUNICIPAL AND PUBLIC STORM WATER DRAINAGE PURPOSES, DEDICATE THE WATERLINE EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLING, REPAIRING, REPLACING AND MAINTAINING OF A WATERLINE, AND DEDICATE THE 20' WIDE SANITARY SEWER EASEMENT SHOWN HEREON FOR THE PURPOSE OF INSTALLING, REPAIRING, REPLACING, AND MAINTAINING OF A SANITARY SEWER LINE, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD UNDER THE UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS. ALL EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER.

DATED THIS DAY OF	, 2016
BY:	
GARY L. GRAHAM, MAYOR	
ATTEST:	
PHILLIP A. GOODWIN, CITY CLERK	

STATE OF ILLINOIS) SS COUNTY OF ST. CLAIR)

NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ______, 2016 MY COMMISSION EXPIRES: NOTARY PUBLIC

STATE OF ILLINOIS)) SS COUNTY OF ST. CLAIR)
I, THE UNDERSIGNED, MAYOR OF THE CITY OF O'FALLON, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF O'FALLON, ILLINOIS.
DATED THIS DAY OF, 2016.
BY: GARY L. GRAHAM, MAYOR
ATTEST: PHILLIP A. GOODWIN, CITY CLERK

RIGHT-OF-WAY TO BE DEDICATED WEST OF VENITA DRIVE AND BETWEEN FRONTAGE ROAD AND VENTURA DRIVE - 0.40 AC.±

Part of Lots 8 and 10 of "Laura & Francis Kiene Tracts Assessment Plat", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 48 on page 39, and part of Lots 14 and 15 of "Venita Place", reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats 55 on Page 71, all in the northwest auarter of Section 25, Township 2 North, Range 8 West, of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as

Commencing at the southeast corner of the above referenced Lot 10; thence on an assumed bearing of South 89 degrees 20 minutes 20 seconds West on the south line of Lot 10, a distance of 25.00 feet to a point on the west right-of-way line of a public road known as Venita Drive, being the point of beginning of the tract of land herein described; thence continuing South 89 degrees 20 minutes 20 seconds West on said south line, a distance of 69.00 feet to a point; thence North 03 degrees 20 minutes 57 seconds East. a distance of 112.42 feet to a point; thence North 27 degrees 34 minutes 16 seconds West, a distance of 112.56 feet to a point on the north line of Lot 15 of "Venita Place"; thence North 89 degrees 29 minutes 47 seconds East, a distance of 112.83 feet to an iron pin at the northeast corner of Lot 14 of "Venita Place"; thence South 00 degrees 17 minutes 41 seconds East, a distance of 112.21 feet to an iron pin at the southeast corner of Lot 14; thence North 89 degrees 19 minutes 29 seconds East on the north line of the above referenced Lot 8, a distance of 25.00 feet to the northeast corner of Lot 8; thence South 00 degrees 38 minutes 36 seconds East, a distance of 50.00 feet to the southeast corner of Lot 8; thence South 89 degrees 18 minutes 11 seconds West on the south line of Lot 8, a distance of 25.00 feet to a point on the west right-of way line of Venita Drive; thence South 00 degrees 38 minutes 36 seconds East on said west right-of-way line, a distance of 50.00 feet to the point of beginning, containing 0.40 acre, more or less.

RIGHT-OF-WAY TO BE DEDICATED EAST OF COTTAGE HILL DRIVE AND BETWEEN FRONTAGE ROAD AND VENTURA DRIVE - 0.17 AC. ±

Part of Lot 8 of "Laura & Francis Kiene Tracts Assessment Plat". reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 48 on page 39, and part of Lots 16 and 48 of "Venita Place", reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats 55 on Page 71, all in the northwest quarter of Section 25, Township 2 North, Range 8 West, of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Commencing at the southeast corner of Lot 10 of "Laura & Francis Kiene Tracts Assessment Plat": thence on an assumed bearing of South 89 degrees 20 minutes 20 seconds West on the south line of Lot 10. a distance of 25.00 feet to a point on the west right-of-way line of a public road known as Venita Drive, thence continuing South 89 degrees 20 minutes 20 seconds West on said south line, a distance of 69.00 feet to a point: thence North 03 degrees 20 minutes 57 seconds East, a distance of 112.42 feet to a point; thence South 66 degrees 49 minutes 07 seconds West, a distance of 80.00 feet to the point of beginning of the tract of land herein described: thence continuing South 66 degrees 49 minutes 07 seconds West, a distance of 101.58 feet to a point on the west line of the above referenced Lot 48; thence North 08 degrees 57 minutes 40 seconds East on the west line of Lot 48 and Lot 16, a distance of 151.41 feet to a point; thence northeasterly on the west line of Lot 16 on a curve to the right having a radius of 25.00 feet, an arc distance of 15.65 feet (chord= North 26 degrees 53 minutes 30 seconds East, 15.39 feet) to a point; thence South 27 degrees 00 minutes 04 seconds East, a distance of 138.39 feet to the point of beginning, containing 0.17 acre. more

RIGHT-OF-WAY TO BE DEDICATED BETWEEN VENTURA DRIVE AND THE CSX RAILROAD - 0.80 AC. ±

Part of Lots 3, 4, 5 and 7 and part of Outlot "A" of "Laura & Francis Kiene Tracts Assessment Plat", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 48 on page 39, being in the northwest quarter of Section 25, Township 2 North, Range 8 West, of the Third Principal Meridian, St. Clair County, Illinois. more particularly described as follows:

Commencing at a concrete monument at the northeast corner of Lot 13 of "Venita Place", reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats 55 on Page 71; thence on an assumed bearing of South 75 degrees 53 minutes 01 seconds East on the southerly right-of-way line of the CSX Railroad, a distance of 21.60 feet to the point of beginning of the tract of land herein described; thence South 11 degrees 48 minutes 21 seconds East, a distance of 142.43 feet to a point; thence South 27 degrees 34 minutes 16 seconds East, a distance of 84.74 feet to a point on the north right-of-way line of Ventura Drive, reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats 55 on page 71; thence North 89 degrees 29 minutes 47 seconds East on said north right-of-way line, a distance of 137.58 feet to a point on the west right-of-way line of a public road known as Venita Drive; thence North 00 degrees 38 minutes 36 seconds West on said west right-of-way line, a distance of 76.42 feet to an iron pin on the south line of the above referenced Lot 7; thence North 89 degrees 10 minutes 58 seconds East on said south line, a distance of 25.00 feet to the southeast corner of Lot 7; thence North 00 degrees 38 minutes 36 seconds West on the east line of Lot 7 and Lot 5, a distance of 78.92 feet to a point on the southerly right-of-way line of the CSX Railroad; thence North 75 degrees 53 minutes 01 seconds West on said southerly right-of-way line, a distance of 236.33 feet to the point of beginning, containing 0.80 acre, more or less.

RIGHT-OF-WAY TO BE DEDICATED NORTH OF THE CSX RAILROAD - 4.71 AC. ±

Part of the northwest quarter of Section 25, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Beginning at the intersection of the northerly right-of-way line of the CSX Railroad (formerly 0 & M Railroad and Baltimore and Ohio Southwestern Railroad) with the westerly right-of-way line of Porter Road, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County, in Plat Book 53 on page 56; thence on an assumed bearing of North 75 degrees 53 minutes 01 seconds West on the northerly right-of-way line of the CSX Railroad, a distance of 229.63 feet to a point; thence North 17 degrees 15 minutes 48 seconds East, a distance of 518.27 feet to a point; thence North 44 degrees 28 minutes 28 seconds West, a distance of 233.63 feet to a point: thence South 87 degrees 01 minutes 01 seconds West, a distance of 88.39 feet to a point; thence South 85 degrees 04 minutes 19 seconds West, a distance of 70.71 feet to a point; thence westerly on a curve to the right having a radius of 475.00 feet, an arc distance of 229.43 feet (chord= North 81 degrees 05 minutes 27 seconds West, 227.21 feet) to a point; thence North 67 degrees 15 minutes 13 seconds West, a distance of 735.39 feet to a point; thence westerly on a curve to the left having a radius of 425.00 feet, an arc distance of 264.94 feet (chord= North 85 degrees 06 minutes 45 seconds West, 260.67 feet) to a point on the west line of a tract of land conveyed to the City of O'Fallon by Warranty Deed dated March 7, 2011 and recorded in said Recorder's Office as Document Number A02257091; thence North 15 degrees 44 minutes 00 seconds West on said west line, a distance of 66.07 feet to a point; thence easterly on a curve to the right having a radius of 491.00 feet. an arc distance of 309.27 feet (chord= South 85 degrees 17 minutes 54 seconds East, 304.18 feet) to a point; thence South 67 degrees 15 minutes 13 seconds East, a distance of 735.39 feet to a point; thence easterly on a curve to the left having a radius of 409.00 feet, an arc distance of 197.55 feet (chord= South 81 degrees 05 minutes 27 seconds East, 195.64 feet) to a point; thence North 85 degrees 04 minutes 19 seconds East, a distance of 328.30 feet to a point; thence North 00 degrees 28 minutes 51 seconds West, a distance of 311.50 feet to a point on the westerly right-of-way line of Porter Road; thence southerly on said westerly right-of-way line on a curve to the left having a radius of 1,024.80 feet, an arc distance of 127.34 feet (chord= South 04 degrees 02 minutes 26 seconds East, 127.26 feet) to a point; thence South 07 degrees 36 minutes 02 seconds East on said westerly right-of-way line, a distance of 100.30 feet to a point; thence southerly on said westerly right-of-way line on a curve to the right having a radius of 2,150.79 feet, an arc distance of 130.13 feet (chord= South 05 degrees 52 minutes 02 seconds East, 130.11 feet) to a point; thence South 04 degrees 08 minutes 02 seconds East on said westerly right-of-way line, a distance of 217.62 feet to a point; thence southerly on said westerly right-of-way line on a curve to the right having a radius of 5,519.75 feet, an arc distance of 229.61 feet (chord= South 02 degrees 56 minutes 32 seconds East, 229.59 feet) to a point; thence South 01 degrees 45 minutes 02 seconds East on said westerly right-of-way line, a distance of 310.41 feet to the point of beginning, containing 4.71 acres, more or less

RIGHT-OF-WAY DEDICATION AREAS:

PORTION WEST OF VENITA DRIVE AND BETWEEN FRONTAGE ROAD AND VENTURA DRIVE: 0.40 AC.±

PORTION EAST OF COTTAGE HILL DRIVE AND BETWEEN FRONTAGE ROAD AND VENTURA DRIVE: 0.17 AC.±

PORTION BETWEEN VENTURA DRIVE AND CSX RAILROAD: 0.80 AC.±

PORTION NORTH OF CSX RAILROAD: 4.71 AC.±

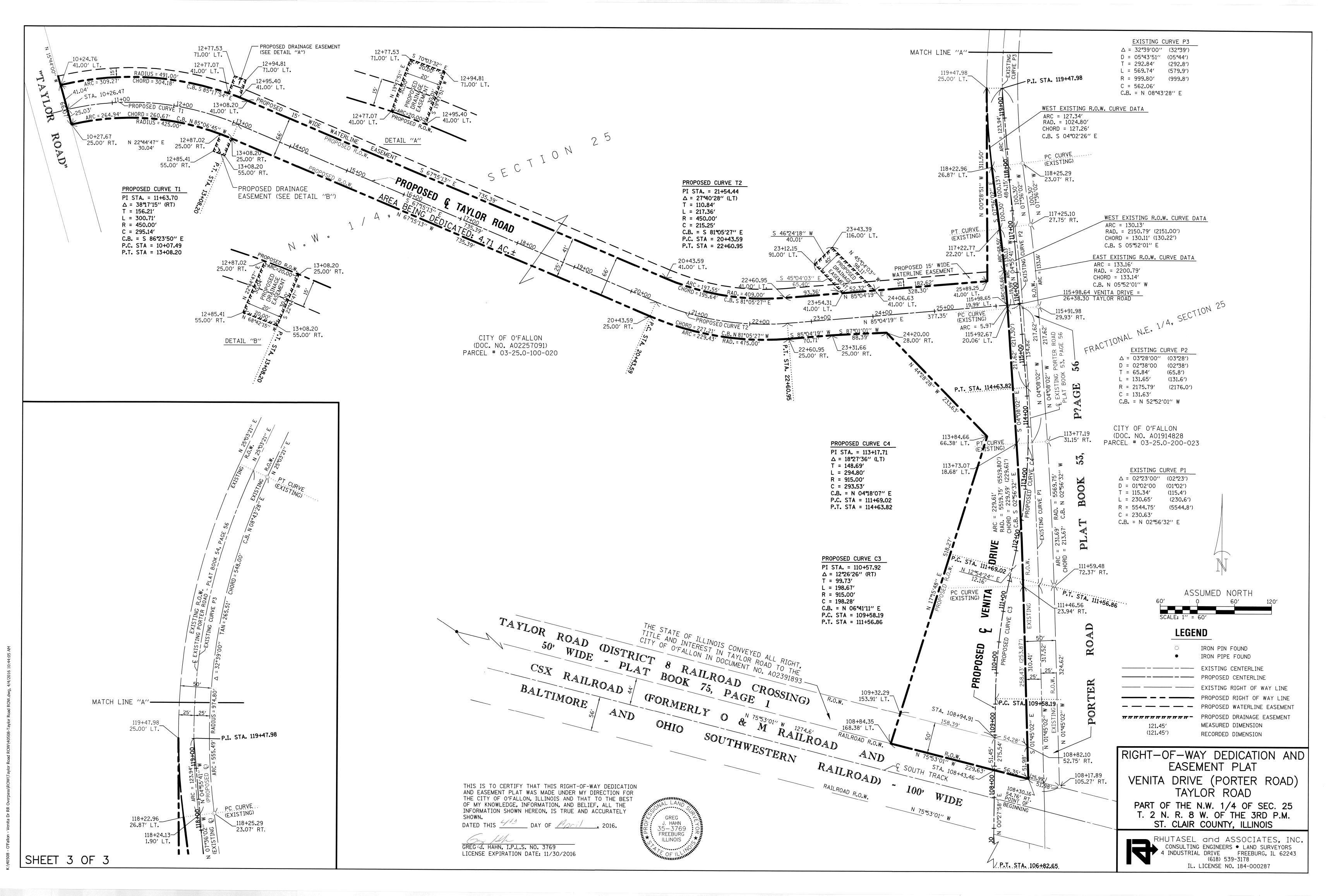
TOTAL RIGHT-OF-WAY DEDICATION: 6.08 AC. ±

RIGHT-OF-WAY DEDICATION AND EASEMENT PLAT

PART OF THE N.W. 1/4 OF SEC. 25 T. 2 N. R. 8 W. OF THE 3RD P.M. ST. CLAIR COUNTY, ILLINOIS



RHUTASEL and ASSOCIATES, INC. CONSULTING ENGINEERS • LAND SURVEYORS 4 INDUSTRIAL DRIVE FREEBURG, IL 62243 (618) 539-3178 IL. LICENSE NO. 184-000287





MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Director of Community Development

Jeff Taylor, Director of Public Works

DATE: April 11, 2016

SUBJECT: Design and Construction Services for Green Mount Road (RESOLUTION)

Project Background and Summary

The attached proposal is from SWT, for the purpose of performing design and construction services for the Green Mount Road project. SWT will provide a design concept and construction documents for the landscaping and lighting plans along the corridor. SWT will provide a base package within the budget limits of the initial road project that will include all necessary improvements and basic landscaping for the corridor. In addition, SWT will provide alternative construction documents that will include design and coordination of lighting on Regency Park, additional landscaping options (shrubs, grasses and forbs) within the medians at pedestrian crossings and intersections, specialty pavement options at pedestrian crossings and benches and trash receptacles. All of the alternatives can be added to the project when the City has the necessary funding to make additional improvements to the Green Mount Road corridor. SWT will team with the lead consultant Horner & Shifrin on the Green Mount Road Corridor, with whom SWT has an extensive working relationship. The firm will also assist the city in bidding and construction administration for the lighting and landscaping proposals as well as providing construction oversite to ensure the project is completed correctly. The contract is a lump sum of \$100,200.

Recommendation

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



Design Services Agreement

April 8, 2016

To: Jeff Taylor, Justin Randall

CLIENT'S NAME: City of O'Fallon, Illinois

Address 1: 255 South Lincoln
Address 2: O'Fallon, Illinois 62269
PHONE NUMBER: (314) 935-8132

FROM: Klaus-Dieter Rausch, PLA

PROJECT: Green Mount Road Implementation

PROJECT NUMBER: 20415.01.000

SUBJECT: Landscape Architectural Design Services

Dear Mr. Taylor and Mr. Randall,

Per our meeting with you on March 24, 2016 we are providing you with this Design Service Agreement for the Green Mount Road Streetscape Improvements. Project scope area includes Green Mount Road from intersection at Regency Park to US Hwy 50; and Regency Park from Green Mount Rd. to the vicinity of Carr Street. The design service scope calls for the following:

- 1. Kick-off meeting to coordinate where we left off. The meeting held on March 24, 2016 served as a discussion to determine next steps for next phase of the Green Mount Road Improvements.
- 2. Hardscape and side walk improvements within the corridor.
- 3. Landscaping (planting)
- 4. Lighting

Article 1: Scope of Work

Task 1 Project Design Development

Based on current Design documents, SWT shall prepare Design Development documents for site improvements. Design Development requirements include the development of drawings and documents that further refine the Design drawings and fix and describe the size and character of the defined project. Provide samples / information of selected finish materials, fixtures and plants. SWT to revise Design Development drawings to meet owner's budget upon review and assist Horner and Shifrin (Civil Engineer)in finalizing cost opinion; one revision to be included.

The scope of work and tasks to be performed are as follows:

Task 1A - Prepare Design Development documents for site improvements to include:

- Site Layout
- Hardscape / Specialty Pavement
- Preliminary Planting Design

- Preliminary Lighting Design (Regency Park to include lighting design only)
- Site Furniture / Amenities
- Irrigation Main Line Layout
- SWT to Assist with Cost Opinion
- Development of Designs for Alternates:
 - 1. Shrub, Grasses and Forb plantings at pedestrian crossings, road intersections
 - 2. Specialty Pavement at Pedestrian Crossings
 - 3. Regency Park Lighting Design, Coordinate with Civil Engineer
 - 4. Benches and Trash Receptacles

Task 1B - Prepare outline specifications stating materials or products to be used for project elements.

Products of Task 1

- An approved design and set of Design Development drawings based on items outlined in Task 1A. An
 electronic copy of the data will be provided in AutoCAD 2015 format if desired. Deliverables schedule to
 be coordinated with Civil Engineering deliverables.
- Outline Specifications

Meetings for Task 1

- One (1) Kick-off Meeting
- One (1) Meeting Design Review / Coordination Meeting with Client

Task 2 Construction Documents / Specifications

Construction documents will be based upon the Client's approval of Design Development documents and project budget.

Task 2A - Prepare Construction Documents to confirm pricing and final scope of the Project. Fix and describe the size and character of the Project elements to implement Project. Construction Documents and plans to include the elements described in Task 1A. Provide plans, typical construction details, schedules and final materials selections.

Task 2B - Prepare Construction documents for site improvements to include:

- Hardscape Layouts and Details
- Site Lighting Layout, to be Coordinated with Civil Engineer
- Planting Layout and Details
- Soils Coordination with Civil Engineer
- Irrigation Main Line and Details for Quick Couplers
- Site Furniture and Details, as Applicable
- SWT to Assist with Cost Opinion
- Prepare Construction Document Alternates for:
 - 1. Shrub, Grasses and Forb plantings at pedestrian crossings, road intersections
 - 2. Specialty pavement at pedestrian crossings
 - 3. Regency Park Lighting Design, Coordinate with Civil Engineer
 - 4. Benches and Trash Receptacles

Task 2C - Prepare technical specifications stating materials or products to be used.

Products of Task 2

SWT will provide the Client with one (1) set of reproducible drawings and one (1) set of bid specifications. All drawings will be completed according to the specifications outlined in this Agreement. An electronic copy of the data will be provided in AutoCAD 2015 format. Deliverables schedule to be coordinated with Civil Engineering deliverables.

Meetings for Task 2

• Two (2) Project Review Meetings with Client and Civil Engineer

Task 3 Bidding / Construction Administration

- 1. Construction Administration shall provide:
 - a. Bid Review
 - b. Pre-Bid Meeting
 - c. Issue Addenda
 - d. Shop Drawing Review
 - e. RFI Responses
 - f. Meetings and Field Reports
 - g. Landscape Punch List
 - h. Issuance of Substantial Completion
 - i. Project Close Out

Project Meetings

- One (1) Pre Bid Meeting
- Four (4) Project review meeting / Site Visits
- One (1) Substantial Completion Review Site Visit

Task 4 North Green Mount Road Lighting Plans (Pierce Boulevard to US Route 50)

- Provide backgrounds from previous or current projects as needed
- Prepare roadway lighting plans
- Perform photometric design
- Coordinate with Electric Utility Company
- Prepare Opinion of Cost
- Answer RFI's during bidding
- Review Shop Drawings

Items not included in this scope of services include but are not limited to:

Construction Administration

Task 5 Develop Alternate for Regency Park Drive Lighting Plans (North Green Mount Road to 650' past "Enjoy Church" building)

- Perform a topographic survey the project area
- Prepare roadway lighting plans
- Perform photometric design
- Coordinate with Electric Utility Company
- Prepare Opinion of Cost
- Answer RFI's during bidding
- Review Shop Drawings

Items not included in this scope of services include but are not limited to:

• Construction Administration

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
- g) 3-dimensional graphics / models
- h) Civil Engineering Services / MSD Permitting
- i) Structural Engineering Services

Article 3: Standards

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

Article 4: Extent of Site and Landscape Work

The scope of services specified above will be completed within the site boundaries as noted.

Article 5: Compensation and Payments

a) SWT agrees to perform the services outlined in this Agreement for a lump sum fee not including expenses.

Total Roadway Light	ing	\$50,400.00
	Road to 650' past "Enjoy Church" building)	\$ 27,000.00
•	ate for Regency Park Drive Lighting Plans	3/1
 Task 4: North Green I (Pierce Boulevard to I 	Mount Road Lighting Plans JS Route 50)	\$ 23,400.00
Total Landscape Arc	hitectural Design Services:	\$ 49,800.00
 Task 3: Bidding / Con 	struction Admin.	\$ 18,300.00
 Task 2: Construction 	Document / Specifications	\$ 17,000.00
 Task 1: Design Develo 	ppment	\$ 14,500.00

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 cost. 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 Direct Expense Estimate is \$1,600.00.
- c) Basic and Additional Services will be billed on a lump-sum basis per project task.

Article 6: Project Schedule

As outlined in project start-up meeting.

Article 7: 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 7a and to render decisions in a timely manner so as not to delay the orderly and sequential progress of SWT's services.

Article 8: 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 9: 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 Direct Expenses incurred up to the date of termination.
- c) Subject to Article 5 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 10: 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 11: 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) With Client's prior Approval, SWT may include representations of the Project in its promotional and professional materials.

Article 12: Governing Law

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

Article 13: 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 14: 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-Founding Principal 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 15: 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 16: 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 17: 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 B attached hereto to this Agreement and incorporated herein. SWT represents that in determining its compensation for services rendered hereunder, it is has had the opportunity to incorporate the costs of such insurance coverage in its fee.

Article 18: 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 in returning one original for our files. If this agreem described services is withdrawn and shall be null ar	nent is not accepted within 30 days, the offer to	
Sincerely,		
Jim Wolterman, RLA, MBA, FASLA, SWT Design, Co-Founding Partner		
	Sitteman	01/10/1015
	Signature	<i>03/30/2015</i> Date
Accepted:		
Printed Name	Authorizing Signature	Date

Attachment A: Hourly Rate Schedule

Partner, Founder	\$165.00
Partner	\$145.00
Sr. Associate	\$105.00
Senior Designer I	\$120.00
Senior Designer II	\$105.00
Associate	\$90.00
Staff I	\$80.00
Staff II	\$60.00
Administrative	\$65.00



MEMORANDUM

TO: Community Development Committee FROM: Justin Randall, Senior City Planner

THROUGH: Ted Shekell, Planning Director

DATE: April 11, 2016

SUBJECT: Ordinance Change - Special Event Permit (1st Reading)

Overview

- At the January 25, 2016 Community Development meeting, staff discussed a change to the processing of special event permits that have been approved multiple times by the Committee to be approved administratively. Some events include Frieze Harley Davidson events, Tropic Sno stands and other annual events that occur without any issues.
- Staff agrees that streamlining the approval process will make it less burdensome for applicants and reduce staff time preparing memos and presentations for minor events that are almost never problematic or controversial.
- Change will allow the Community Development Committee to focus efforts on larger and more complicated permit requests.

Proposed Language of § 118.03 Permit Approval

- (A) Approval by Director of Community Development <u>for Special Events</u>. The Director of Community Development shall review and may approve certain special events provided they meet the following requirements:
 - 1) The event is requested by an existing licensed business within the city or by a non-profit organization with approval of an existing licensed business within the city and is located on its business property or is held on City property and does not require the closure of public streets.
 - 2) The duration of the event will not exceed three days.
 - 3) The event will not require the issuance of a liquor or firearms permit.
 - 4) A Special Event has not or will not be held more than four previous times during any calendar year at the same location.
 - 5) Event requires no more than an incidental amount of city services, as determined by the Director.
 - 6) No off-premise signage or ribbons are requested, other than temporary non-commercial signs authorized without a permit under §158.163.
- (B) <u>Approval by Director of Community Development for reoccurring Special Events.</u> In addition to the requirements of Section 118.03 (A), the Director of Community Development shall review and may approve certain special events provided they meet the following requirements:
 - 1) The event has been requested and approved by the City Council for at least the two years immediately preceding the request;

- 2) The request is substantially similar to the previously approved event;
- 3) The event has not been objected to by any of the following: a Department Head, the City Administrator, or the Mayor; and
- 4) <u>If all of these conditions are not met, the Special Event Permit request shall be submitted to the City Council for consideration.</u>
- (C) Approval by City Council. All other requests for special permits not approved by the Director of Community Development shall go before the City Council for approval.

Effect of Proposed Regulations

- Allow for administrative approval of events such as the multiple events at Frieze Harley Davidson, St. Clair Oktoberfest and Keller Farms Corn Stand.
- Staff will notify the City Administrator of events approved to be included in the FYI sent every week.