

**AGENDA**  
**FAIRVIEW HEIGHTS PLANNING COMMITTEE**  
**February 25, 2015**  
**Conference Room A**  
**6:30 P.M.**

1. Approval of Minutes from January 26, 2015
2. Citizens' Comments
3. Cost Sharing Agreement, Business/Industrial Park Design – Fairview Heights & Seven Arrowhead Properties, LLC
4. Special Event Permit, VFW Post 8677, Bike Nights
5. Adjournment

**MINUTES**  
**PLANNING COMMITTEE**  
**January 26, 2015**

**1. Roll Call**

Chairman Carol Warner, called the meeting to order at approximately 7:00 p.m. Meeting was held in the Conference Room A of the Fairview Heights Municipal Complex with Alderman Pat Baeske, Alderman Bonnie Crossley, Alderman Justin Gough, Alderman Scott Greenwald, Alderman Denise Williams, Alderman Dennis Baricevic, City Administrator Jim Snider, Director of Land Use & Development Tim Tolliver, Land Use Executive Secretary Adrina Blair, and guests.

**2. Citizens' Comments**

None

**3. Approval of Minutes**

Alderman Baeske made a motion to approve the Minutes of December 11, 2014 and January 6, 2015. Alderman Crossley seconded.

VOTE: 3 YEAS (Baeske, Crossley, Warner); 0 NAYS

**4. PC CASES**

**PC01-15, Special Use Permit, Donald & Christine Bishop, 9612 Fairmont Rd**

Director Tolliver briefed Committee on application for Special Use Permit. Applicants' request would allow for the construction of a structure, for the personal use of the property owners, during the construction of their house. The use would be limited to the personal use of Donald & Christine Bishop to include a shop facility, storage and sleeping quarters. Planning Commission did recommend approval of the request with understanding that all area/bulk requirements will be met.

The Applicants were present to address committee; Christine Bishop commented on protection of their equipment during construction and ease of being able to work at the property. Alderman Baricevic asked for clarification if one or two houses will be constructed; Ms. Bishop stated it is one home comprised of two wings.

Alderman Crossley asked if the construction of the structure would be permitted if a residence was already built; Tolliver commented it would be allowed by Right if the residence already existed.

Upon further discussion, Alderman Crossley made a motion to forward the proposed PC01-15 to City Council with recommendation for approval in accordance with the Planning Commission recommendations. Chairman Warner seconded.

VOTE: 3 YEAS (Baeske, Crossley, Warner); 0 NAYS

**PC02-15, Development Plan, Steven & Jenifer Giger, 10614 Lincoln Trail**

Director Tolliver briefed Committee on the application for Development Plan which includes plans to demolish the existing structure and replace with a 4788 sq ft single story structure. Applicant is also requesting to allow the rear parking area remain as gravel. The applicant has met with the City's consultant as part of a demonstration project to utilize design standards within the Lincoln Trail TIF District. Planning Commission did recommend approval of the Development Plan.

Chairman Warner commented on concerns of leaving the rear parking area gravel while potentially using City financial incentives and if this could set precedent for future requests. Applicant Steven Giger was present to address Committee by stating it is not practical for this type of business to concrete or asphalt as many vehicles are dropped or left in a manner that could damage the concrete/asphalt. Mr. Giger also stated there is a fence currently which blocks view of the gravel area and further clarified fence, concrete and gravel layouts. Alderman Baricevic noted gravel parking areas are not on the current standards outlined as part of the financial incentives but could be possibly added in the future; Baricevic did not express concerns of setting precedent.

Upon further discussion, Alderman Baeske made a motion to forward the proposed PC02-15 to City Council with recommendation for approval in accordance with the Planning Commission recommendations. Alderman Crossley seconded.

VOTE: 3 YEAS (Baeske, Crossley, Warner); 0 NAYS

**PC03-15, Special Use Permit, William & Carol Peach, 312 Pleasant Ridge Rd**

Director Tolliver briefed Committee on the Special Use Permit request to allow agricultural use of said property. Applicant proposes to place a diverse collection of animals on less than one acre of fenced area adjoining the northern building side and behind the house. There were eight opponents

present during the Public Hearing and Planning Commission has recommended denial of the request.

Applicants were not present.

Upon further discussion, Alderman Baeske made a motion to forward the proposed PC03-15 to City Council with recommendation for denial in accordance with the Planning Commission recommendations. Alderman Crossley seconded.

VOTE: 3 YEAS (Baeske, Crossley, Warner); 0 NAYS

**5. Special Event Permit – The Fairview Heights Elk’s Lodge, 9480 Old Lincoln Trl**

Director Tolliver briefed Committee on request from Elk’s Lodge#664 for approval of their annual Meat Shoot events in 2015. As code does not allow for consecutive Special Events of more than twice per month, approval would be required to hold events on the additional dates of: February 22<sup>nd</sup>, March 22<sup>nd</sup>, March 29<sup>th</sup>, October 25<sup>th</sup> and November 22<sup>nd</sup> in 2015.

The Mayor’s office did approve the Meat Shoot Event and discharge of firearms at the location. There were no violations or complaints received by Code Enforcement during the 2014 events.

Upon further discussion, Alderman Baeske made a motion to forward the request to City Council with recommendation to approve the additional dates of February 22, March 22, March 29, October 25 and November 22, 2015. Chairman Warner seconded.

VOTE: 3 YEAS (Baeske, Crossley, Warner); 0 NAYS

**6. TIF Streetscape, Planning Design Studio Invoice**

Director Tolliver briefed Committee on invoice received in accordance with resolution for Lincoln Trail Streetscape.

Upon further discussion, Alderman Crossley made a motion to approve the payment of the invoice submitted by Planning Design Studio. Alderman Baeske seconded.

VOTE: 3 YEAS (Baeske, Crossley, Warner); 0 NAYS

Meeting adjourned at approximately 7:43 p.m.

The next regularly scheduled meeting of the Planning Committee is scheduled for February 18, 2015, in Conference Room A of the Fairview Heights Municipal Complex.

Respectfully Submitted,

Carol Warner

CW/ab

DRAFT

## Mike Malloy

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**From:** Mike Malloy  
**Sent:** Wednesday, February 04, 2015 2:39 PM  
**To:** Scott Borrer  
**Cc:** Tim Tolliver  
**Subject:** FW: Attached Image/Cost Sharing Agreement for Professional Services to Design a Business/Industrial Park  
**Attachments:** 1022\_001.pdf

Scott,

Please find attached the above which EDC unanimously approved on Jan. 27th with two(2) amendments and needs to be placed on the Finance Committee agenda of Feb. 10<sup>th</sup> for approval consideration. The amendments are included in this Cost Sharing Agreement and involved (1) A payback provision should construction of the infrastructure not start within a certain time period and (2) Further identifying the lot Arrowhead will dedicate to the City. Additionally the City Attorney approves of the verbiage contained in the agreement.

Specifically the Cost Sharing agreement involves the City(\$28,500) and Arrowhead(\$28,500) splitting the Design fee of TWM totaling \$57,000. The City per the Agreement will not incur any other costs associated with construction of the Business/Industrial Park. Additionally as referenced above should Arrowhead not begin construction within certain time frames they are obligated to repay the City the \$28,5000. Finally it should be noted that Arrowhead shall dedicate to the City at no cost one(1) lot per the agreement.

Thanks

Mike

**From:** Land Use Copier  
**Sent:** Wednesday, February 04, 2015 2:37 PM  
**To:** Mike Malloy  
**Subject:** Attached Image

February 3, 2015

Cost Sharing Agreement for  
Professional Services to Design  
A Business/Industrial Park

The City of Fairview Heights, Illinois (the "City") and Seven Arrowhead Properties, LLC ("Seven Arrowhead") of St. Peters, Missouri agree per the terms and conditions below to enter into a Professional Services Contract with Thouvenot, Wade, and Moerchen, Inc. (TWM) to perform the Subdivision Design (Attachment A) on approximately 38 acres for a Business/Industrial Park for a lump sum fee of \$57,000.00 (excepting from said 38 acres the 5 acre parcel leased by Three Arrowhead Properties, LLC to Arrowhead Building Supply, Inc. and the 8.45 acre parcel subject to a special use permit and to be leased by Eight Arrowhead Properties, LLC to Hansen RAS, LLC, a recycling entity located in Chicago, Illinois).

Responsibilities of Seven Arrowhead Properties

1. Pay directly to TWM the initial \$28,500.00 (50%) toward the total Subdivision Design fee of \$57,000.00.
2. Dedicate one (1) lot in excess of two (2) acres, **but not to exceed two and one-half (2.5) acres**, of the City's choice in the easterly half of the platted subdivision to the City.
3. Agree that the potential exists that the entire 38 acres may require dedication to the City on a temporary basis to meet Economic Development Administration (EDA) grant requirements for partial funding of Subdivision Infrastructure.
4. Agree to pay the entire Economic Development Administration grant application fee, if applied for, in the estimated amount of \$2,500.00.
5. Agree to approximately no more than 50% (local match) of infrastructure cost of subdivision, if grant is secured.
6. Agree to construct a 10 ft. wide on site asphalt walking/bike trail per the Subdivision Improvement Plans and dedicate to the City for Maintenance and Operation purposes when the off-site trail is completed.
7. **Agree to begin construction of infrastructure no later than June 1, 2016 should an EDA grant (see # 4.) not be submitted. In such event, if Seven Arrowhead does not commence construction prior to June 1, 2016, then Seven Arrowhead agrees to reimburse the City of Fairview Heights \$28,500 (see Item A).**

**Should an EDA grant application be submitted (see #4.) and secured, approved construction of the infrastructure by Seven Arrowhead shall commence no later than nine (9) months following the date of the grant award. Should infrastructure construction not commence nine (9) months of the grant award, Seven Arrowhead shall reimburse the City of Fairview Heights \$28,500 (see Item A).**

**Should an EDA grant application be submitted (see #4.) and denied, construction of the infrastructure by Seven Arrowhead shall commence no later than three (3) months of grant denial. Should infrastructure construction not commence within three (3) months of the date of the grant denial, Seven Arrowhead will reimburse the City of Fairview Heights \$28,500 (see Item A.) If Seven Arrowhead elects not to develop the Business/Industrial Park, Three Arrowhead, Seven Arrowhead and Eight Arrowhead agree to reasonably**

**work with the Subdivision Designer and any subsequent developer, if any, as needed for a third-party purchaser of Seven Arrowhead to develop the Business/Industrial Park as approved under this Agreement and Seven Arrowhead will reimburse the \$28,500 contributed by the City and dedicate the lot referred to in item 2., above, to the City. Thereafter, Seven Arrowhead will have no further obligations except as required of all owners and/or tenants pursuant to the covenants that govern the eventual Business/Industrial Park.**

**Responsibilities of City**

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.  
**Seven Arrowhead Properties, LLC**

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

Title: **Managing Member**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.  
City of Fairview Heights, Illinois

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

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

## Mike Malloy

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

Mike and Larry

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

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

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

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

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

**Marsha J. Maller, PE**

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

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

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

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

## Mike Malloy

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

Gentlemen

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

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Maller, PE

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

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

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

Marsha,  
Works for me!  
Thanks  
Mike

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

Mike

Is the following text what you are requesting?

**EXCLUDED SERVICES**

## Mike Malloy

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

Mike and Larry

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

Thanks,

THOUVENOT, WADE & MOERCHEN, INC.

Marsha J. Maller, PE

Manager Land Development Dept.

4940 Old Collinsville Road, Swansea, Illinois 62226

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

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

Marsha,

I believe you neglected to include the section of the Trail Loop on the 38 acres.

Thanks

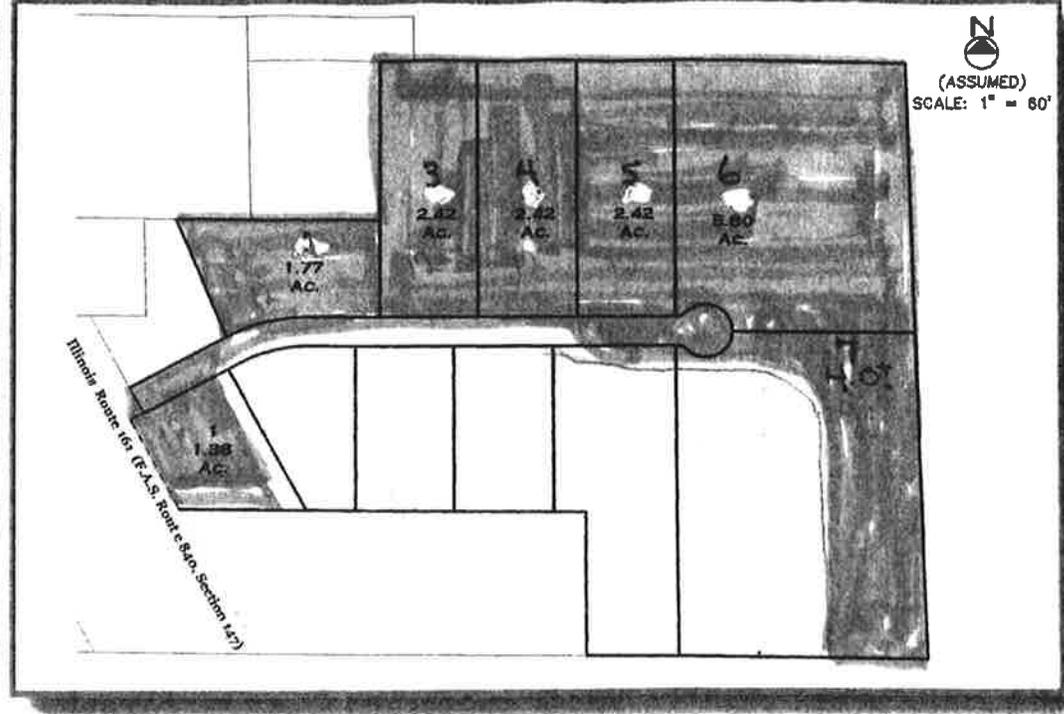
Mike

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

Mike and Larry

For Sale

Fairview Heights Business and Industrial Park



Phase I

- 33 Acre Development in Progress

- Great Access to Interstates 64 & 255

Phase II

- 1.25 Acre to 7 Acre Lots Available

- Near Fairview Heights Metro Station

- All Utilities On Site

- Zoned industrial

- Common Storm Water Detention

- Build to Suit Opportunities

- New Industrial Grade Street (with cul-de-sac) Directly off of Rte. 161

- Office, Warehouse, Industrial or Manufacturing

Rob Berneking  
Advisor

e rob@ahrealtyadvisors.com  
p 314.773.1700 x114  
c 818.581.5312  
f 314.773.0707

The information contained herein is not warranted, although it has been obtained from the owner of the property or from other sources we deem reliable. It is subject to change without notice. Seller and broker make no representation as to the environment condition of the property and recommend purchaser's independent investigation.



## Contract Agreement for Professional Services - Subdivision Design

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

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

### SCOPE OF SERVICES - BASIC SERVICES

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

#### A. Boundary Survey

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

#### B. Topographic Survey

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

#### C. Preliminary Plat

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

#### D. Improvement Plans

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

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



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

#### E. Sanitary Sewer Lift Station

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

#### F. Construction Staking

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

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



**G. Final Plat**

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

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

**H. Construction Phase Services**

Upon your specific request:

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

**I. Record Drawings**

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

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

**PROPOSED SCHEDULE**

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

**FEES - BASIC SCOPE OF SERVICES**

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

- |  |   |
|--|---|
| <b>A. Boundary Survey</b>                            | <b>For a Lump Sum Fee of \$ 9,000.00</b>          |
| <b>B. Topographic Survey Services</b>                | <b>To be supplied by Client in AutoCAD format</b> |
| <b>C. Preliminary Plat Services</b>                  | <b>For a Lump Sum Fee of \$ 3,500.00</b>          |
| <b>D. Improvement Plans &amp; Bidding Assistance</b> | <b>For a Lump Sum Fee of \$ 9,500.00</b>          |
| <b>E. Sanitary Sewer Lift Station</b>                | <b>For a Lump Sum Fee of \$ 15,000.00</b>         |
| <b>F. Construction Staking Services</b>              | <b>For a Lump Sum Fee of \$ 8,000.00</b>          |
| <b>G. Final Plat Services</b>                        | <b>For a Lump Sum Fee of \$ 5,000.00</b>          |
| <b>H. Construction Phase Services</b>                | <b>For a Lump Sum Fee of \$ 5,000.00</b>          |
| <b>I. Record Drawings</b>                            | <b>For a Lump Sum Fee of \$ 2,000.00</b>          |
- J. Reimbursable Costs** - You also agree to reimburse us for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.



## BILLING AND PAYMENT

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

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

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

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

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

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

## INFORMATION WE NEED FROM YOU

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

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

## ADDITIONAL SERVICES

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

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



## EXCLUDED SERVICES

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

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

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

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

## INSURANCE

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

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

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

## RIGHT OF ENTRY

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

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

## QUALIFICATIONS

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



### SPECIFIC TERMS AND CONDITIONS

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

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



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

**ATTACHMENTS**

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

**ATTACHMENT I: GENERAL TERMS AND CONDITIONS**

**ATTACHMENT II: SCHEDULE OF INSURANCE**



**ACCEPTANCE**

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

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

**CITY OF FAIRVIEW HEIGHTS**

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

**Address for giving notices:**  
10025 Bunkum Road  
Fairview Heights, Illinois 62208  
Tel. No. 618-489-2000  
Fax No. 618-489-2099  
E-Mail: [malloy@cofh.org](mailto:malloy@cofh.org)

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

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

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

**ARROWHEAD BUILDING SUPPLY INC.**

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

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

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FAILURE TO PAY FOR SERVICES PROVIDED.** Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

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

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

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

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

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

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

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

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



## ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of November 1, 2014.

### General Liability Insurance - The Hartford Insurance Company

- **Commercial General Liability Insurance** - on a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

### Automobile Liability Insurance - The Hartford Insurance Company

- **Automobile Liability Insurance** - personal injury and property damage with combined single limits (each accident) of \$1,000,000.

### Excess / Umbrella Liability - The Hartford Insurance Company

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

### Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States

- **Worker's Compensation Insurance** – as required by statute, including Employers' Liability, with limits of:
  - \$1,000,000 each accident
  - \$1,000,000 disease – each employee
  - \$1,000,000 disease – policy limit

### Professional Liability Practice Policy – Hall & Company – Ace American Insurance Company

- **A/E Professional Liability Insurance Policy** – with limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate.

**LAND USE & DEVELOPMENT DEPARTMENT  
INTEROFFICE MEMORANDUM**

**TO: City Council**  
**FROM: Tim Tolliver**  
**SUJECT: VFW Special Event Request**  
**DATE: February 17, 2015**

**Background:**

VFW Post 8677 is located at 5325 North Illinois and requests a "Bike Night" event to occur from 6:00 p.m. – 9:00 p.m. on consecutive Thursdays (21 total), April 2 – August 20, 2015. The event will occur on the front parking lot area of premise and it will include one "For Profit" vendor (Frieze Harley Davidson). The City Clerk's Office is reviewing the vendor's request and will likely require an Itinerant Merchant Permit and City Business Registration to be secured. Outdoor music will occur by way of a Pandora Radio with two small wall mounted speakers. Temporary signage will be displayed on private property only.

LUD has reviewed the request and found it exceeded the number events the Department is allowed to approve by City Code

**Observations:**

Parking is plentiful at this location and numerous events have occurred over the years with no known issues to date.

**Proposal:**

Current regulations do not allow consecutive events, more than two events per month and music at no more than three events.

The request is to allow twenty-one consecutive events, more than two events per month during April, May, June, July and August with music at all events.

Thursdays 6:00 p.m. – 9:00 p.m.

**Action Statement:**

Forward to City Council for Approval

**Attachments:**

A) Existing City Code

**ARTICLE XIII - SPECIAL EVENTS IN COMMERCIAL ZONING DISTRICTS**

**8-13-1 DEFINITION.** Any outdoor tent sale, warehouse sale, sidewalk sale, craft fair, picnic, contest, game, sporting event, holiday observance, rodeo, or similar promotion event located upon that portion of a property otherwise designated for a specific use, such as, but not limited to, a parking lot or sidewalks.

**8-13-2 EVENT APPROVAL.** Special events as defined in **Section 8-13-1** may be held on any commercially zoned property B-1, B-2, B-3, B-4, PB, and/or PPO, provided that:

(A) **Permit.** A "Special Events Permit" is issued for the special event, which can be obtained by applying for it in the following manner:

- (1) Application is filed with the Administrative Official not less than **two (2) weeks** prior to the first day of the Special Event.
- (2) If the applicant is a "for-profit" organization, applicant must pay a **Fifty Dollar (\$50.00)** permit charge. There is no permit charge for applicants who are "non-profit" organizations. Proof shall be provided of "non-profit" status.

(B) **Approval Review.** With each "Special Event Permit" application, said applicant must also provide the following information, if applicable:

- (1) Traffic and parking plan (parking area, street closing or one-way restrictions; traffic control points where police assistance may be needed; overflow parking areas), anticipated crowds and estimated attendance.
- (2) Alternate plans in the event of rain (relocation or rescheduling of events; alternate parking areas; planned method of notifying the public of changes).
- (3) Proof of Liability Insurance should be provided.
- (4) Health permits for all food concessions.
- (5) Liquor license information for beer and alcohol sales (including hours of sale).
- (6) Plans for toilet facilities.
- (7) List of "for-profit" vendors and their sales tax numbers (to verify that sales tax is collected and remitted).
- (8) Security Plan.
- (9) ADA Compliance.
- (10) Name and phone number of person in charge of event and a secondary contact.
- (11) Any special consideration requests, such as a request for City-provided assistance, Street Department, IDOT for street closings and detour routes, Police, Fire and EMS Support. Fees may be charges for these services.
- (12) Temporary signage plan/sketch if applicable. **(Ord. No. 1493-10; 09-07-10)**

(C) **Approval Authority.** The Administrative Official shall review and may approve certain Special Events provided they meet the following requirements:

- (1) The event is requested by an existing business within the City and is located on their business property.

**[Supplement No. 77; 08-01-13]**

- (2) The duration of the event will not exceed **eight (8) days**.
- (3) The event will not require the issuance of a liquor or firearms permit.
- (4) The event has not or will not be held more than **ten (10)** previous times during any calendar year at the same location and may not be held consecutively or more than twice in **one (1) month**.
- (5) The event is located entirely on private property.
- (6) The event is requested by a "not-for-profit" organization and does not require any "special consideration" as identified in **Section 8-13-2(B)(11)** of this Article.
- (7) Electrical inspections are required for all exterior electrical connections. The City Electrical Inspector must be contacted a minimum of **twenty-four (24) hours** prior to inspection.
- (8) Music and live bands will only be permitted under the following conditions:
  - (a) If the property the event is being held on is commercially zoned and the surrounding property is also commercially zoned.
  - (b) If event is held on a commercially zoned property adjacent to residential property then it can only have music **two (2) days** of any event period for no more than **six (6) hours** each day and not past **10:00 P.M.** Additionally, such property may only have **three (3) events** with music a year.
  - (c) All events involving music must obey the City's noise Ordinance.
  - (d) An exception is granted to the Fairview Heights Homecoming Association and MidWest Wing Fest, to allow for extended operations of concessions and music until **11:30 P.M.**, Friday and Saturday annually, in conjunction with the Fairview Heights Homecoming and MidWest Wing Fest, respectively.

**(Ord. No. 1621-13; 06-18-13)**

(D) **All Other Requests.** All other requests for a "Special Event Permit" not approved by the Administrative Official shall go before the City Council for their approval.

(E) **Other Information.**

- (1) Temporary signs for said Special Event shall be permitted as provided for in **Section 14-7-6(M)** or the applicant may submit a signage plan with the Special Event Permit Application and request approval by the Administrative Official.
- (2) Adequate parking shall be provided for said Special Event and approved by the Administrative Official.
- (3) Special Events affecting designated parking areas shall be reviewed by the appropriate Fire District Chief.

**(Ord. No. 1493-10; 09-07-10)**

(F) **Revocation.** The City may revoke a Special Event permit for failure to comply with the conditions of said permit.

**(Ord. No. 1448-09; 07-07-09)**