

## CITY OF O'FALLON

### GARY L. GRAHAM

Mayor

### PHILIP A. GOODWIN

City Clerk

Walter Denton

City Administrator

### DAVID H. HURSEY

City Treasurer

### ALDERMAN

Gene McCoskey Ward 1 Matt Smallheer Ward 4

Richie Meile Ward 1 Michael Bennett Ward 5

Jerry Albrecht Ward 2 Courtney Marsh Ward 5

Robert Kueker Ward 2 Ray Holden Ward 6

Jerry Mouser Ward 3 Ned Drolet Ward 6

Kevin Hagarty Ward 3 David Cozad Ward 7

Herb Roach Ward 4 Harlan Gerrish Ward 7

## CITY COUNCIL MEETING

### A G E N D A

Monday, August 3, 2015

7:00 P.M. – Council Chambers

#### I. CALL TO ORDER

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

#### IV. APPROVAL OF MINUTES – July 20, 2015

#### V. PUBLIC HEARING

#### VI. REPORTS

**A. Residents of O'Fallon** – This portion of the City Council meeting is reserved for any resident wishing to address Council. The Illinois Open Meetings Act (5 ILCS 120/1) mandates NO action shall be taken on matters not listed on this agenda, but Council may direct staff to address the topic or refer the matter to a committee. Please provide City Clerk with name & address; speak into microphone; limit presentation to 3 minutes; and avoid repetitious comments. Thank you.

#### B. Clerk's Report

1. Request from the O'Fallon Kiwanis Club to conduct a roadblock on Friday, November 6, 2015 from 4 – 6 p.m. and Saturday, November 7, 2015 from 8 – 12:00 p.m. at the intersection of Lincoln and State, as well as Lincoln and Smiley, insurance pending
2. Request from the East St. Louis Knights Club to conduct a raffle for a barbecue grill from August 3 – September 19, 2015
3. Request from MetroEast Pachyderm Club to conduct a raffle for "Split the Pot", rifle, and various items from August 4 – December 3, 2015

#### C. Mayor's Report

1. Presentation by Miss O'Fallon, Kaelee Albriton
2. Reappointment of Don Murdoch and William Kuzma to the Police Pension Board
3. Appointment of Linda Gruchala and reappointment of Larry Morrison, Betty Reed, Dennis Grimmer, Linda Kahley, Nancy Clark and Harriet Baker to the Library Board
4. Proclamation declaring August 15, 2015 as Walk MS Day

## VII. RESOLUTIONS –

**ITEM 1** – Resolution authorizing the Mayor to execute an agreement with Sherbut-Carson-Claxton, LLC for the design of the Lincoln Farms Lift Station improvements project in the amount of \$9,370

**ITEM 2** – Resolution authorizing the Mayor to execute an agreement with Sherbut-Carson-Claxton, LLC for the design of the Augusta/Smiley Sanitary Sewer Main replacement at a cost of \$59,340

**ITEM 3** – Resolution authorizing the Mayor and City Clerk to execute an agreement with Rhutasel & Associates, Inc. for professional services in the amount of \$110,000 for the design of Simmons Road improvements, Phase 1 & 2, and an Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) resolution appropriating funds for the Simmons Road improvement project, Phase 2 in the amount of \$800,000

**ITEM 4** – Resolution authorizing the Mayor to execute an agreement with CSX Transportation, Inc., for placing of a sewer trunk main under the railroad tracks at milepost BC-317.91 at a cost of \$8,500

**ITEM 5** – Resolution authorizing the Mayor to execute an agreement with CBB for the design of street lighting for the Venita Drive Overpass and New Taylor Road in the amount of \$15,000

**ITEM 6** – Resolution authorizing the Mayor and City Clerk to execute an agreement with Rhutasel & Associates, Inc., for professional services in the amount of \$6,569.50 for the Highway 50 Extended Turn Lane Project Plat of Highways

**ITEM 7** – Resolution approving and accepting the preliminary plat of Bethel Farms

**ITEM 8** – Resolution approving and accepting the preliminary plat of Lake St. Ellen's Plaza

## VIII. ORDINANCES

### A. 1<sup>st</sup> reading –

**ITEM 9** – Ord. amending Chapter 77, Traffic Schedules, in the Windsor Creek regarding additional stop signs

**ITEM 10** – Ord. annexing approximately 101.61 acres, 04-07.0-200-019 and 04-07.0-200-020

**ITEM 11** – Ord. amending Ord. 623, Zoning, development known as Bethel Farms Subdivision

**ITEM 12** – Ord. amending Ord. 623, Zoning, development known as Lake at St. Ellen's Plaza

**ITEM 13** – Ord. amending Title XI, Business Regulations by adding Chapter 122, Sidewalk Dining

**ITEM 14** – Ord. amending Ord. 623, Zoning, development known as Steph's Café located at 729 West Hwy 50, Suite C

### B. 2<sup>ND</sup> Reading –

**ITEM 15** - Ord. regulating towing companies for the Department of Public Safety

## IX. STANDING COMMITTEES

1. Community Development– *Minutes attached*

**ITEM 16** – *Motion* to approve the Special Event request from St. Clare Church to hold their Oktoberfest on the city streets at Third and Cherry including liquor sales on Friday, September 25<sup>th</sup> from 6 – 11 and Saturday, September 26<sup>th</sup> from 4 – 11 p.m. with conditions

2. Public Works – *Minutes attached*

**ITEM 17** – *Motion* to approve the purchase of an E-Class 8 Electronic Sirens with installation by wirelessUSA in the amount of \$91,899

**ITEM 18** – *Motion* to approve the purchase of the leak detection equipment from Eden Brothers in the amount of \$21,455

3. Public Safety

4. Finance and Administration

A) Motion to approve **Warrant #330**

5. Parks/Environment

**X. EXECUTIVE SESSION** – Occasionally, the Council may go into closed session in order to discuss such items covered under 5 ILCS 120/2 (b) which are as follows: Legal Matters; Purchase, Lease or Sale of Real Estate; Setting of a price for sale or lease of property owned by the public body; Employment/appointment matters; Business matters or Security/criminal matters and may possibly vote on such items after coming out of closed session.

**XI. ACTION TAKEN ON EXECUTIVE SESSION ITEMS**

**XII. ADJOURNMENT**

**O’FALLON CITY COUNCIL  
MINUTES OF THE REGULAR COUNCIL MEETING  
Draft July 20, 2015**

The regular meeting was called to order at 7:00 p.m. by Mayor Gary Graham who led the Council in “The Pledge of Allegiance.”

Philip Goodwin, City Clerk, called the roll: Gene McCoskey, excused; Richie Meile, present; Jerry Albrecht, excused; Robert Kueker, present; Jerry Mouser, present; Kevin Hagarty, excused; Herb Roach, present; Matthew Smallheer, present; Michael Bennett, present; Courtney Marsh, excused; Ray Holden, present; Ned Drolet, present; David Cozad, present; Harlan Gerrish, present. A quorum was declared present.

**APPROVAL OF MINUTES:** Mayor Graham asked for approval of the minutes. Motion was made by J. Mouser and seconded by H. Roach to approve the minutes of July 6, 2015. All ayes. Motion carried.

**PUBLIC HEARING** – Mayor Graham said there was no hearing scheduled.

**RESIDENTS:** Mayor Graham asked if anyone wished to come forward to speak to the Council.

T. Lysakowski stepped forward. He had concerns about a letter written by J. Albrecht and placed in two local newspapers. He also had concerns about flooding and stormwater issues. He mentioned that Prop S was supposed to fix the problems. He also had security issues with City Hall.

Mayor Graham invited him to come and speak to him about the matters that concern him.

**REPORTS:**

**Clerk’s Report:** Motion by M. Bennett and seconded by J. Mouser to approve the request from the VFW to conduct a roadblock on Saturday, September 5, 2015 at the intersection of State and Lincoln from 8 a.m. – 12:00 p.m. insurance pending. All ayes except for N. Drolet.

**Mayor’s Report:** Mayor Graham did not have a report.

**RESOLUTIONS:**

Motion by J. Mouser and seconded by M. Bennett to consider Resolution Items 1 – 5 under the Omnibus Agreement. All ayes. Motion carried. Mayor Graham read the following resolutions:

Item 1 – Resolution approving the release of Executive Session Minutes – August 19, 2013 regarding property disposition

Item 2 – Resolution recommending Schedule B of the Executive Session minutes remain closed because the need for confidentiality still exists

Item 3 – Resolution authorizing the Mayor to execute a Resolution of support for a Community Park Restroom Grant in the amount of \$30,000

Item 4 – Resolution authorizing the Mayor to execute an agreement with Lake Contracting in the amount of \$192,131.25 for State Street Sidewalk Improvements Phase 2

Item 5 – Resolution authorizing the Mayor to execute an agreement with Korte Luitjohan Contractors in the amount of \$458,076.25 for Misty Valley Lift Station Replacement

Motion by J. Mouser and seconded by M. Bennett to approve resolutions Items 1 – 5 under the previous Omnibus Agreement.

**ROLL CALL:** Meile, aye; Kueker, aye; Mouser, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 10; Nos – 0. Motion carried.

## **ORDINANCES:**

### **1<sup>st</sup> Reading –**

Motion by J. Mouser and seconded by M. Bennett to consider on 1<sup>st</sup> Reading, Item 6, an Ordinance regulating towing companies for the Department of Public Safety.

**ROLL CALL:** Meile, aye; Kueker, aye; Mouser, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 10; Nos – 0. Motion carried.

### **2<sup>nd</sup> Readings –**

Motion by M. Bennett and seconded by J. Mouser to approve on 2<sup>nd</sup> Reading, Item 7, an Ordinance creating and establishing a Fire Fighter's Pension Fund and creating a Board of Trustees of the Fire Fighter's Pension Fund.

**ROLL CALL:** Meile, aye; Kueker, aye; Mouser, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 10; Nos – 0. Motion carried.

**STANDING COMMITTEES –**

**Community Development:** J. Mouser stated they will meet July 27th at 6:00 p.m. at the Public Safety Building.

**Public Works:** D. Cozad stated they will meet July 27th at 7:00 p.m. at the Public Safety Building.

**Public Safety:** M. Smallheer said they will meet next month at the regular time.

**Finance/Administration:** M. Bennett made a motion seconded by J. Mouser to approve Warrant #329 in the amount of \$2,100,285.56.

**ROLL CALL:** Meile, aye; Kueker, aye; Mouser, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 10; Nos – 0. Motion carried.

M. Bennett stated they may cancel the next meeting. N. Drolet asked whether Senate Bill 0107 would be on the agenda. M. Bennett will discuss with S. Evans and W. Denton.

**Parks and Environment:** R. Holden said they will meet on August 10<sup>th</sup>.

**EXECUTIVE SESSION:** Mayor Graham stated there is no closed session.

**ADJOURNMENT:** Motion by M. Bennett and seconded by J. Mouser to adjourn. All ayes. Motion carried.

The meeting was adjourned at 7:15 p.m.

Submitted by,

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Philip A. Goodwin  
City Clerk

Minutes recorded by  
Maryanne Fair, Deputy City Clerk  
Proper notice having been duly given

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHERBUT – CARSON – CLAXTON, LLC, FOR THE DESIGN OF THE LINCOLN FARMS LIFT STATION IMPROVEMENTS PROJECT IN THE AMOUNT OF \$9,370.00**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need for engineering services for improvements to the Lincoln Farms Lift Station, and

**WHEREAS**, Sherbut – Carson – Claxton has the expertise to perform the services the City needs,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

That the City of O'Fallon authorized its appropriate representatives to sign the Sherbut – Carson – Claxton, LLC, agreement for the design of the Lincoln Farms Improvements Project in an amount not to exceed \$9,370.00.

Passed and approved this 3<sup>rd</sup> day of August 2015.

ATTEST:

Approved:

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

SHERBUT-CARSON-CLAXTON, LLC  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

J.G. Sherbut , P.E., P.L.S (1979-2004)  
Keith G. Carson, L.S.

4 Meadow Heights Professional Park  
Collinsville, Illinois 62234  
(618) 345-5454  
FAX 345-3017  
Email: Info@Sherbutpc.com

David B. Claxton, P.E., L.S.  
Michael J. Graminski, L.S.

June 24, 2015

Mr. Dennis Sullivan, P.E.  
City of O'Fallon  
255 South Lincoln Ave.  
O'Fallon, IL 62269

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

Date: \_\_\_\_\_

Re: Lincoln Farm Lift Station

Dear Dennis,

This letter will serve as our proposal to perform additional engineering services to complete the upgrade to the referenced lift station.

Scope of Work:

1. Revise calculations to exclude the 2,200 acres referred to as "Future Area 4" in previously submitted design calculations.
2. Re-evaluate design alternatives comparing replacement of existing 8-inch diameter force main to replacing pumps with larger pumps required to pump design flow through existing 8-inch dia. force main.
3. Assist City with selecting a design alternative.
4. Finalize lift station improvement plan drawings showing auxiliary wet well, replacement pumps (if required), generator, control panel, replacement of force main (if required), and other required improvements.
5. Prepare IEPA permit application and supporting calculations.
6. Prepare Engineer's Cost Estimate.
7. Prepare project specifications and bid documents
8. Coordinate with I.E.P.A. Water Pollution Control Division as necessary to obtain permit.
9. Coordinate with O'Fallon engineering personnel as necessary to assist in bidding process.
10. Respond to Bidders' requests for clarifications during bidding process.
11. Attend pre-construction conference.
12. Review Contractor's submittals.
13. Coordinate with Contractor during construction.

Services Not Included in Fee estimate:

Additional services are those beyond the Scope of Work described above. Below is a list of additional services we have identified which may become necessary.



- Geotechnical Engineering (Soil borings, geotechnical report by others) if necessary will be billed at cost.
- Easement and right-of-way surveying and document preparation (if force main is replaced).
- Construction observation.
- Construction staking.

Fee Estimate:

Sherbut-Carson-Claxton, LLC will bill for the services listed above at our current schedule of hourly rates, attached hereto. Total billings for this scope of work will not exceed \$9,370 without prior authorization from the client for the extra work.

Thank you for allowing our firm the opportunity to assist you with this project. If you have any questions or comments, please feel free to contact me.

Respectfully submitted,



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David Claxton, P.E., P.L.S.

SHERBUT-CARSON-CLAXTON, LLC  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

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David B. Claxton, P.E., L.S.  
Michael J. Graminski, L.S.

FEE SCHEDULE

|   |               |
|---|---------------|
| Principal of Firm - Consultant.....               | \$ 120.00/hr. |
| Licensed Professional Engineer (P.E.).....        | \$ 100.00/hr. |
| Licensed Professional Land Surveyor (P.L.S.)..... | \$ 100.00/hr. |
| Design Engineer.....                              | \$ 90.00/hr.  |
| Licensed Engineer-in-Training (E.I.T.).....       | \$ 80.00/hr.  |
| Survey/Engineering Technician .....               | \$ 70.00/hr.  |
| Survey Crew .....                                 | \$ 120.00/hr. |
| Drafter.....                                      | \$ 70.00/hr.  |
| Clerk-Typist .....                                | \$ 55.00/hr.  |



## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** RESOLUTION – Sherbut-Carson-Claxton, LLC Proposal – Lincoln Farms Lift Station Improvements

**List of committees that have reviewed:** Public Works.

**Background:** With the build out of existing developments in the northwest sector of the City and the real possibility of additional development there, staff has been looking at the existing capacity of the Lincoln Farms Lift Station and have found that the capacity of the wet well there is insufficient. Currently, if there is an alarm for pump failure there, crews only have as little as 20 minutes to clear the problem before raw sewage could start escaping from the existing wet well due to its less than adequate storage. Additional storage is needed, now, to allow a greater response time to problems at the lift station. In the future, there will be other improvement requirements at the lift station should new development occur in the northwest sector of the City.

**Legal Considerations, if any:** Normal legal considerations when obtaining professional services.

**Budget Impact:** Funding is reserved in the approved FY16 Sewer Lines Budget for the design work.

**Staff recommendation:** Staff recommends acceptance of the proposal from Sherbut – Carson – Claxton, LLC, in the amount of \$9,370.00.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHERBUT-CARSON-CLAXTON, LLC, FOR THE DESIGN OF THE AUGUSTA/SMILEY SANITARY SEWER MAIN REPLACEMENT AT A COST OF \$59,340.00**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need to replace the sanitary sewer main at the rear of homes between August Street and Smiley Street from 2<sup>nd</sup> Street to Highway 50, and

**WHEREAS**, Sherbut-Carson-Claxton, LLC, has the expertise that the City needs to accomplish the design of the replacement,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

The City of O'Fallon authorizes its appropriate representatives to sign the Sherbut-Carson-Claxton, LLC, agreement for the design in an amount not to exceed \$59,340.00 as in their proposal.

Passed and approved this 3<sup>rd</sup> day of August 2015.

ATTEST:

Approved:

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

SHERBUT-CARSON-CLAXTON, LLC  
CIVIL ENGINEERS - LAND SURVEYORS  
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David B. Claxton, P.E., L.S.  
Michael J. Graminski, L.S.

June 24, 2015

Mayor and City Council  
City of O'Fallon  
255 South Lincoln  
O'Fallon, IL 62269

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

Date: \_\_\_\_\_

Attn: Dennis Sullivan, P.E.

Re: Parkview Gardens Sanitary Sewer Replacement Project No. 3  
(Between Augusta and Smiley streets)

Gentlemen:

This letter will serve as our proposal to provide professional services for the referenced project.

Project Description:

Civil Engineering and Land Surveying services for the replacement of approximately 2,300 linear feet of existing sanitary sewer main from U.S. Route 50 to 2nd Street between Augusta and Smiley Streets.

Scope of Work:

1. Land Surveying:

- a) Perform property line surveys and topographic and right-of-way field surveys as necessary for engineering design.
- b) Provide limited construction staking to include 3 stakes at each proposed manhole location, one time only.
- c) Perform as-built survey of completed sewer main.
- d) Prepare as-built plan incorporating as-built survey data and Contractor's wye/tee locations.

2. Engineering:

- a) Prepare sanitary sewer main construction plan/profile drawings.
- b) Prepare IEPA permit application and supporting calculations.
- c) Prepare Engineer's Cost Estimate.
- d) Prepare project specifications and bid documents.
- e) Coordinate with O'Fallon engineering personnel as necessary.
- f) Coordinate with I.E.P.A. Water Pollution Control Division as necessary.
- g) Respond to Bidders' requests for clarifications during bidding process.
- h) Attend pre-construction conference.
- i) Review Contractor's submittals.
- j) Coordinate with Contractor during construction.

Services Not Included in Fee Estimate:

Additional services are those beyond the Scope of Work described above. Below is a list of additional services we have identified which may become necessary.

- Preparation of easement documents.
- Geotechnical Engineering (Soil borings, geotechnical report) if necessary will be billed at cost.
- Construction observation.
- Additional construction staking to replace stakes removed or destroyed by others.

Fee Estimate:

Sherbut-Carson-Claxton, LLC will bill for the services listed above at our current schedule of hourly rates, attached hereto. Total billings for this scope of work will not exceed **\$59,340** without prior authorization from the client for the extra work.

Please contact us if you have any questions. If you find this proposal to be satisfactory, please indicate acceptance with your signature in the space provided above and return one signed copy. We appreciate the opportunity to assist your City with this project.

Sincerely,



---

David Claxton

SHERBUT-CARSON-CLAXTON, LLC  
CIVIL ENGINEERS - LAND SURVEYORS  
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Michael J. Graminski, L.S.

FEE SCHEDULE

|   |               |
|---|---------------|
| Principal of Firm - Consultant.....               | \$ 120.00/hr. |
| Licensed Professional Engineer (P.E.).....        | \$ 100.00/hr. |
| Licensed Professional Land Surveyor (P.L.S.)..... | \$ 100.00/hr. |
| Design Engineer.....                              | \$ 90.00/hr.  |
| Licensed Engineer-in-Training (E.I.T.).....       | \$ 80.00/hr.  |
| Survey/Engineering Technician .....               | \$ 70.00/hr.  |
| Survey Crew .....                                 | \$ 120.00/hr. |
| Drafter.....                                      | \$ 70.00/hr.  |
| Clerk-Typist .....                                | \$ 55.00/hr.  |



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Engineering & Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** RESOLUTION – Sherbut-Carson-Claxton Proposal, Augusta/Smiley  
Sanitary Sewer Main Replacement Design (Parkview Gardens Subdivision)

**List of committees that have reviewed:** Public Works.

**Background:** The sewer main runs through the backyards of the homes that are between Augusta and Smiley from Hwy 50 north to 2<sup>nd</sup> Street. The sewer main has numerous misaligned joints, broken segments and advanced root invasion. Numerous back-ups due to the condition of main have been reported. Lining of the main is not a viable option. Additionally, the main's connection to a larger main running on the east side of Smiley is in need of replacement as well. In all there is about 2,300 lineal feet of sewer main to be replaced.

**Legal Considerations, if any:** None beyond that for obtaining consulting services.

**Budget Impact:** Funding for this design will come from the approved FY16 Sewer Lines Budget.

**Staff recommendation:** Staff recommends execution of the RESOLUTION for an agreement with Sherbut-Carson-Claxton, LLC, in an amount of \$59,340.00.



CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH RHUTASEL & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$110,000 FOR THE DESIGN OF SIMMONS ROAD IMPROVEMENTS, PHASE 1 & 2, AND AN ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) MOTOR FUEL TAX (MFT) RESOLUTION APPROPRIATING FUNDS FOR THE SIMMONS ROAD IMPROVEMENT PROJECT, PHASE 2 IN THE AMOUNT OF \$800,000.00**

**WHEREAS**, the City of O'Fallon, a municipal corporation, needs to obtain professional services for the design of the Simmons Road Improvement Project, and

**WHEREAS**, the City of O'Fallon, a municipal corporation, needs to confirm to the Illinois Department of Transportation (IDOT) its intent to support monetarily the construction of the Simmons Road Improvement Project (Phase 2 at this time), and

**WHEREAS**, Rhutasel & Associates, Inc., can perform all the design services needed,

**WHEREAS**, the City of O'Fallon, a municipal corporation, needs to show support for the funding used on items allowable under MFT regulations.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with Rhutasel & Associates, Inc., and the IDOT Documents for the Simmons Road Improvement Project.

Passed and approved this 3<sup>rd</sup> day of August 2015.

ATTEST:

Approved:

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor



**Illinois Department  
of Transportation**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by the City Council of the  
City of O'Fallon Illinois  
City, Town or Village  
 Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Route | From          | To                  |
|----------------------|-------|---------------|---------------------|
| Simmons Road         |       | Lakeview Lane | Milburn School Road |
|                      |       |               |                     |
|                      |       |               |                     |
|                      |       |               |                     |
|                      |       |               |                     |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of The reconstruction of existing roadway to include new curb & gutter, two-lane pavement and storm sewer.

The resolution covers all miscellaneous work costs related to the project. The resolution covers everything related to the project from engineering to construction.

and shall be constructed varies wide  
 and be designated as Section \_\_\_\_\_

2. That there is hereby appropriated the (additional  Yes  No) sum of Eight Hundred Thousand  
and no/100 Dollars ( \$800,000.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.


Approved \_\_\_\_\_

Date \_\_\_\_\_

Department of Transportation

Regional Engineer \_\_\_\_\_

I, Philip A. Goodwin Clerk in and for the  
City of O'Fallon  
City, Town or Village  
 County of St. Clair , hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the City Council  
Council or President and Board of Trustees  
 at a meeting on August 3, 2015  
Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_  
 (SEAL)  
 \_\_\_\_\_  
 City, Town, or Village Clerk

|                                  |   |  |  |  |
|----------------------------------|---|--|--|--|
| Municipality<br>City of O'Fallon | <b>L<br/>O<br/>C<br/>A<br/>L<br/><br/>A<br/>G<br/>E<br/>N<br/>C<br/>Y</b> | <br><b>Illinois Department<br/>of Transportation</b><br><br><b>Preliminary Engineering<br/>Services Agreement<br/>For<br/>Motor Fuel Tax Funds</b> | <b>C<br/>O<br/>N<br/>S<br/>U<br/>L<br/>T<br/>A<br/>N<br/>T</b> | Name<br>Rhutasel and Associates, Inc.      |
| Township                         |   |  |  | Address<br>4 Industrial Drive. P.O. Box 97 |
| County<br>St. Clair              |   |  |  | City<br>Freebura                           |
| Section                          |   |  |  | State<br>Illinois 62243                    |

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name Simmons Road

Route FAU 9170 Length 0.55 Mi. 2,900 FT (Structure No. \_\_\_\_\_ )

Termini Porter Road to Milburn School Road/Fairwood Hills Road

**Description:**

This is the reconstruction of an existing roadway to include new C&G, two-lane pavement and storm sewer. The engineering services scope herein includes PDR, final design, plans, specifications and estimates. The project may be bid in one or two separate construction sections The preparation of final P, S & E for the south section from Porter Road to Lakeview Lane shall not begin until authorized by the LA.

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement. Provide extended coordination with utility companies on relocation or adjustment of utilities.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction. Includes initial contact and submittal of plans to utility companies, and depicting utilities on plans as per info from utilities.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. The actual cost of performing such work using the current hourly Compensation Schedule (copy attached). The Compensation Schedule may be revised annually in January to account for labor cost increases. The total cost of work under this item shall not exceed \$110,000.00 without the LA's prior authorization.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

| Awarded Cost   | Percentage Fees |            |
|----------------|-----------------|------------|
| Under \$50,000 | _____           | (see note) |
|                | _____           | %          |
|                | _____           | %          |
|                | _____           | %          |
|                | _____           | %          |
|                | _____           | %          |

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES ~~at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions.~~ Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. LA will pay ENGINEER for the actual cost of performing the work herein using the current hourly Compensation Schedule (copy attached). The compensation Schedule may be revised annually in January to account for labor cost increases.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 100 percent of the total fee due under this AGREEMENT ~~based on the approved estimate of cost.~~
  - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment ~~"actual cost" being defined as in paragraph 2 of THE LA AGREES.~~ in accordance with the provisions specified in paragraph 2 of "The LA Agrees", herein.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pay the ENGINEER for such changes ~~on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and in accordance with the provisions specified in paragraph 2 of "The LA Agrees", herein.~~ readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

1. ~~That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.~~
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of O'Fallon of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Mayor and City Council

Philip A Goodwin, City Clerk

By \_\_\_\_\_

(Seal)

Title Gary L. Graham, Mayor

Executed by the ENGINEER:

Rhutasel and Associates, Inc.

4 Industrial Drive, P.O. Box 97

ATTEST:

Freeburg, Illinois 62243

By *Sidney W. LeGrand*

By *Gale E Hake*

Title Sidney W. LeGrand, Secretary

Title Gale E. Hake, Vice President

Approved

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer

**RHUTASEL and ASSOCIATES, INC.  
COMPENSATION SCHEDULE**



**HOURLY RATES**

|                                    |            |
|------------------------------------|------------|
| Principal Engineer.....            | \$165/hour |
| Sr. Project Engineer .....         | \$137/hour |
| Structural/Sr. Civil Engineer..... | \$155/hour |
| Project Engineer.....              | \$105/hour |
| Principal Surveyor.....            | \$165/hour |
| Project Surveyor.....              | \$105/hour |
| Resident Engineer .....            | \$120/hour |
| Design/Construction Engineer ..... | \$95/hour  |
| Design Surveyor.....               | \$88/hour  |
| Resident Technician.....           | \$95/hour  |
| Technician V .....                 | \$90/hour  |
| Technician IV.....                 | \$80/hour  |
| Technician III.....                | \$67/hour  |
| Technician II .....                | \$56/hour  |
| Technician I.....                  | \$45/hour  |

**REIMBURSABLE EXPENSES**

|   |              |
|---|--------------|
| Travel .....                                      | \$0.55/mile  |
| Nuclear Density Gauge (Troxler) .....             | \$150/½ day  |
| B&W Photocopies.....                              | \$0.15/copy  |
| Color Photocopies .....                           | \$1.50/copy  |
| Large Format Prints .....                         | \$3.00/sheet |
| All Other Expenses including Subconsultants ..... | Cost + 20%   |

*Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.*

*If assignment requires overtime (over 8 hours per day) Monday through Friday or anytime on Saturday, these rates will be increased 50% (one and a half time) for those overtime hours. If assignment requires overtime on Holidays or Sundays, these rates will be increased 100% (double time) for those overtime hours. There will be a four (4) hour minimum charge on all weekend and Holiday assignments.*



**CITY COUNCIL AGENDA ITEM**

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** RESOLUTION – Rhutasel & Associates Proposal – Simmons Road Improvement Project Design and an IDOT MFT Resolution

**List of committees that have reviewed:** Public Works.

**Background:** The City has received a grant for Phase 2 of the two phase project to reconstruct Simmons Road, and will be submitting the Phase 1 portion of the project during the next grant cycle. The outlook for grant funding for Phase 1 is very good based on the lack of submittals by other Metro East agencies in recent years. Therefore, staff desires to push ahead with the design of both phases in hopes that both Phase 1 & 2 can be combined for a single construction bid with an overall reduced construction cost due to the larger scale. Staff has been successful in the recent past combining phases of projects.

**Legal Considerations, if any:** Normal legal considerations when obtaining professional services and providing IDOT the documentation needed to show support of the project.

**Budget Impact:** Funding for the design effort is available in the FY16 Motor Fuel Tax (MFT) Budget and additional funding as needed will be reserved in the FY17 MFT budget as the design effort will carry over into the next fiscal year due to the process involved with IDOT.

**Staff recommendation:** Staff recommends acceptance of the proposal from Rhutasel & Associates, Inc., in the amount of \$110,000.00 and the support of the project through use of MFT funding in the amount of \$800,000.00.



CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CSX  
TRANSPORTATION, INC. FOR PLACING OF A SEWER TRUNK MAIN UNDER THE  
RAILROAD TRACKS AT MILEPOST BC-317.91 AT A COST OF \$8,500.00**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need to place a sanitary sewer trunk main replacement at above mentioned milepost, and

**WHEREAS**, the City needs to enter into an agreement with CSX Transportation, Inc. to allow that to occur,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

The City of O'Fallon authorizes its appropriate representatives to sign the CSX Transportation, Inc. agreement and make payment of the \$8,500 processing fee per the CSX invoice.

Passed and approved this 3<sup>rd</sup> day of August 2015.

ATTEST:

Approved:

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made as of July 27, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF O'FALLON, a municipal corporation, political subdivision or state agency, under the laws of the State of Illinois, whose mailing address is 255 South Lincoln Ave, O'Fallon, Illinois 62269, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirty inch (30") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near O Fallon, St Clair County, Illinois, Nashville Division, Illinois Subdivision, Valuation Station 16786, Milepost BC-317.91, Latitude N38:35:24.08, Longitude W89:52:05.48;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$4,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability

hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured,



written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; FLAGGING:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

### **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to

Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP\_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link:  
[http://www.csx.com/share/wwwcsx\\_mura/assets/File/Customers/Non-freight\\_Services/Property\\_Real\\_Estate/Outside\\_Party\\_Number\\_Request\\_Form.pdf](http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf).

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: \_\_\_\_\_.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

**19. RESERVED:**

**20. RESERVED:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

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

Print/Type Name:\_\_\_\_\_

Print/Type Title:\_\_\_\_\_

**Witness for Licensee:**

**CITY OF O'FALLON**

\_\_\_\_\_

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:\_\_\_\_\_

Print/Type Title:\_\_\_\_\_

Tax ID No.:\_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.



Page  
Account/Contract  
Customer Project No.  
Date

1 of 1  
CSX790499  
7/27/2015

**Customer**

O FALLON CITY OF

**Fees - At - A - Glance**

Amount Due \$ 8500.00

**Fees Summary**

|   |    |         |
|---|----|---------|
| Encroachment (Article 2)  | \$ | 4000.00 |
| Railroad Protective Liability (Article 10.5)                    | \$ | 3000.00 |
| RPL Surcharge (Only If CGL Limits Do Not Meet CSX Requirements) | \$ | 1500.00 |
|   | \$ |         |

Total Current Fees \$ 8500.00

US FUNDS

**News You Can Use**

CSX Federal ID No.  
CSX Canadian ID No.  
CSX Quebec ID No.

54-6000720  
105203095 RC 0001  
1022434469 IC 0001

**Please remit check payment to:**

**CSX Transportation, Inc.  
6737 Southpoint Dr. S., Suite 100  
Jacksonville, FL : 32216  
Attention: Jessica Braig**

Questions? Contact:

904-279-3881





## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Engineering & Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** RESOLUTION – CSX Encroachment Agreement for Woodstream Subdivision By-Pass Sewer Main

**List of committees that have reviewed:** None.

**Background:** As part of the work associated with the construction of the Woodstream Subdivision Sewer Trunk Main By-Pass Project, the southern trunk main passes under the CSX Railroad tracks east of the subdivision. The existing main under the tracks will be abandoned once the new main is bored into place. Replacement of the existing main is driven by two reasons: 1) the existing pipe material is in very poor condition, and 2) the manholes along this stretch of piping are in the middle of stream reach and subject to inundation. The agreement is standard documentation required by CSX, once their engineering consultant has approved the design, which is the case at this time.

**Legal Considerations, if any:** None beyond that of working with the railroad in placing utility lines beneath the rail grade.

**Budget Impact:** Funding for this design will come from the approved FY16 Sewer Lines Budget which has monies set aside for the by-pass project.

**Staff recommendation:** Staff recommends execution of the RESOLUTION in support of the agreement with CSX and payment for the Encroachment, Railroad Protective Liability and Surcharge as summarized in the CSX invoice to the City in an amount of \$8,500.00 (see attached).

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CBB FOR  
THE DESIGN OF STREET LIGHTING FOR THE VENITA DRIVE OVERPASS AND  
NEW TAYLOR ROAD IN THE AMOUNT OF \$15,000.00**

WHEREAS, the City of O'Fallon, a municipal corporation, has a need for engineering services for street lighting of the Venita Overpass and New Taylor Road, and

WHEREAS, CBB has the expertise to perform the services the City needs,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

That the City of O'Fallon authorizes its appropriate representatives to sign the CBB agreement for the design of the lighting in an amount not to exceed \$15,000.

Passed and approved this 3<sup>rd</sup> day of August 2015.

ATTEST:

Approved:

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Philip A. Goodwin, City Clerk

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Gary L. Graham, Mayor

July 24, 2015

Mr. Dennis Sullivan, P.E.  
Director of Public Works  
City Hall  
255 S. Lincoln Ave., 2<sup>nd</sup> Floor  
O'Fallon, IL 62269

RE: Proposal for Engineering Design Services  
Venita Drive and New Taylor Road  
O'Fallon, IL  
CBB Proposal Number P15-148

Dear Mr. Sullivan:

In accordance with your request, I am submitting the following proposal for engineering design services pertaining to new lighting in O'Fallon, IL. Specifically, we would prepare construction drawings for roadway lighting along Venita Drive between the frontage road and New Taylor Road. The proposed lighting would continue along New Taylor Road and end at the fire station building. Consideration of spillover lighting to adjacent properties would be taken into consideration when selecting the fixture type and locations. The plans would be prepared using Illinois of Transportation (IDOT) and City of O'Fallon design standards.

In order to complete this work, we propose the following scope of services:

1. Obtain project data from you, including field surveys and as-built construction drawings for the project area. This information should reflect the existing and proposed/approved roadway geometrics, sidewalks and curb ramps, pavement markings, right-of-way, easements, utility locations, and other existing structures within the project limits. The base data should be provided in electronic format (i.e., AutoCAD files) on CD or via e-mail.
2. Investigate existing conditions to confirm base file information and identify any conflicting facilities. The findings from this field work will be used to prepare the preliminary lighting plans. Coordination for power of the lighting system would commence at this time as well.
3. Submit preliminary lighting plans to the City of O'Fallon and the local utility companies for their review and comment.
4. Revise the plans based upon the resolution of review comments from all agencies, and finalized plan quantities and details. The revised plans would be resubmitted for approval.
5. Generate specifications, bid document, special provisions, and cost estimates, as



required. Prints of the final lighting plans, including those required for submittal to City of O'Fallon as well as bidding would be provided.

### **Fees**

We propose to perform this work on a lump sum basis for a fee of \$15,000.00.

### **Time Schedule**

Our time schedule for having preliminary plans available for your review is three weeks after notice to proceed has been granted. Once all review comments are received and resolved, we anticipate an additional two weeks to complete the final plans.

### **Exclusions / Extra Costs**

The above fees do not include costs for structural analysis/design, topographic survey, preparation of right-of-way plats or easement descriptions, shop drawing review, construction inspection, or preparation of record drawings.

Any tasks in addition to those specifically described in the above scope of work would be billed as extras using the attached fee schedule unless a fee is negotiated separately. Proposals for additional services could be provided upon request. In the absence of a supplemental contract, any additional services would be billed on a time and materials basis.

### **Invoicing, Payment and Limits of Liability**

We will invoice you monthly and you agree to pay for these services within 30 days of the date of the invoice. You agree to pay all reasonable expenses incurred by CBB including but not limited to attorney fees, court costs and interest at the legal rate to collect any amount due under the terms of this agreement. Further, you agree to limit our liability to you due to any negligent act, errors, or omissions such that the total aggregate liability of our firm shall not exceed \$50,000. Should there be any questions or comments regarding this proposed scope of work, please contact Erika Fuesting in our St. Louis office at [efuesting@cbbrtraffic.com](mailto:efuesting@cbbrtraffic.com), or by phone at 314-878-6644.

Sincerely,

Erika Fuesting, BSEE  
Project Manager – Signal & Lighting Design



Mr. Dennis Sullivan  
Proposal for Venita Dr. & New Taylor Rd. Lighting  
July 24, 2015  
Page 3 of 4

THE UNDERSIGNED HEREBY COMPLIES WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Entity

AUTHORIZING FOR GEORGE L. CRAWFORD & ASSOCIATES, D/B/A CBB, SIGNED AND EXECUTED IN ST. LOUIS, MISSOURI, ON THE FOLLOWING DATE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Proposal No.: P15-148  
Contact: Dennis Sullivan  
Office No.: 618-624-4500, ext. 3  
Mobile No.:  
Email: [dsullivan@ofallon.org](mailto:dsullivan@ofallon.org)



**2015 FEE SCHEDULE\***  
For Contracted Services

| <u>Classification</u>  |           | <u>Hourly Rate</u> |
|------------------------|-----------|--------------------|
| Sr. Principal          |           | \$210.00           |
| Senior Engineer        | Level V   | \$155.00           |
| Senior Engineer        | Level IV  | \$150.00           |
| Senior Engineer        | Level III | \$145.00           |
| Senior Engineer        | Level II  | \$140.00           |
| Senior Engineer        | Level I   | \$135.00           |
| Project Engineer       | Level V   | \$130.00           |
| Project Engineer       | Level IV  | \$125.00           |
| Project Engineer       | Level III | \$120.00           |
| Project Engineer       | Level II  | \$115.00           |
| Project Engineer       | Level I   | \$110.00           |
| Staff Engineer         | Level IV  | \$100.00           |
| Staff Engineer         | Level III | \$95.00            |
| Staff Engineer         | Level II  | \$90.00            |
| Staff Engineer         | Level I   | \$85.00            |
| Jr. Engineer           |           | \$80.00            |
| Sr. Eng. Tech          | Level II  | \$100.00           |
| Sr. Eng. Tech          | Level I   | \$90.00            |
| Designer               |           | \$85.00            |
| CADD Tech              | Level II  | \$75.00            |
| CADD Tech              | Level I   | \$65.00            |
| Construction Inspector |           | \$75.00            |
| Field Tech             | Level II  | \$65.00            |
| Field Tech             | Level I   | \$55.00            |
| Financial Admin.       |           | \$80.00            |
| Marketing Coordinator  |           | \$70.00            |
| Office Admin.          |           | \$50.00            |

Other Direct Costs (ODC)

|                                 |                        |
|---------------------------------|------------------------|
| Mileage                         | IRS Standard Rate/Mile |
| Xerox Copies                    | \$ 0.12/Copy           |
| Plan Sheets (Standard)          | \$ 1.25/Sheet          |
| Plan Sheets (Color or Enlarged) | Varies                 |
| Overnight Mail/Express          | Actual Cost            |
| Miscellaneous                   | Actual Cost            |

\* Note: Effective January 1, 2015  
 Rates subject to change January 1 of each calendar year.



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** RESOLUTION – CBB Proposal, Venita Overpass and New Taylor Road Lighting Design

**List of committees that have reviewed:** None.

**Background:** IDOT does not let municipalities include street lighting in federal or state grants that support road construction. As a result, lighting needs to be procured separately, using City funds. With the completion of the work on the overpass and New Taylor Road, the City needs to provide some safety lighting in the area of the overpass and Fire/EMS station on New Taylor Road.

**Legal Considerations, if any:** None beyond that for obtaining consulting services.

**Budget Impact:** Funding for this design will come from the approved FY16 Streets Budget.

**Staff recommendation:** Staff recommends execution of the RESOLUTION for an agreement with CBB in an amount of \$15,000.00.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH RHUTASEL & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$6,569.50 FOR THE HIGHWAY 50 EXTENDED TURN LANE PROJECT, PLAT OF HIGHWAYS IN THE AMOUNT OF \$6,569.50**

**WHEREAS**, the City of O'Fallon, a municipal corporation, needs to obtain professional services for the preparation of a legal plat, and

**WHEREAS**, Rhutasel & Associates, Inc., can perform all the services needed,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with Rhutasel & Associates, Inc., for the preparation of the legal plat for the Highway 50 Extended Turn Lane Project.

Passed and approved this 3<sup>rd</sup> day of August 2015.

ATTEST:

Approved:

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor





# **RHUTASEL and ASSOCIATES, INC.**

CONSULTING ENGINEERS • LAND SURVEYORS

## **LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**To:** Mayor and City Council  
City of O'Fallon  
255 South Lincoln  
O'Fallon, Illinois 62269

Date: June 17, 2015

Attn: Dennis Sullivan, P.E.  
Director of Public Works

### ***Section 1. Definitions and Parties to the Agreement.***

RHUTASEL and ASSOCIATES, INC., hereinafter referred to as the "ENGINEER", is pleased to submit this proposal/contract for services to:

**City of O'Fallon**

hereinafter referred to as "CLIENT", for the following project:

**Highway 50 Congestion Improvements-Prepare Plat of Highways**

### ***Section 2. Scope of Professional Services.***

This project consists of preparing a Plat of Highways for the RP Lumber Parcels in accordance with IDOT policies and review by IDOT. The additional work had been requested by IDOT since the right-of-way along RP Lumber is still in the name of the State.

- A. Prepare Plat of Highway for the RP Lumber Parcels in accordance with IDOT policies. Additional field work to include locating additional boundary monumentation and miscellaneous improvements on the RP Lumber Parcel. A revised legal description of the proposed right-of-way will be prepared in accordance with IDOT Standards. The proposed right-of-way will also be staked in the field. Incorporate Right of Way Plans into Roadway Plans.

### ***Section 3. Time for Performance.***

The ENGINEER agrees to commence work on the above project within seven (7) calendar days. Signing and returning this document shall constitute said authorization.

#### **Reply To:**

4 Industrial Drive, P.O. Box 97  
Freeburg, Illinois 62243-0097  
Phone: (618) 539-3178  
Fax: (618) 539-3174  
E-mail: raai.freeburg@rhutasel.net

[www.rhutasel.net](http://www.rhutasel.net)

201 South Locust Street  
Centralia, Illinois 62801-3508  
Phone: (618) 532-1992  
Fax: (618) 532-1993  
E-mail: raai.centralia@rhutasel.net

**Section 4. Compensation.**

The CLIENT agrees to pay the ENGINEER for the professional services as follows:

Services described in Section 2.A. - based upon the current Compensation Schedule (copy attached) not to exceed \$6,569.50

**Section 5. Incorporation of Exhibits.**

The following documents are attached hereto and incorporated herein by this reference:

- Terms and Conditions.
Additional Terms and Conditions Related to Transfer of Electronic Media.
Compensation Schedule.

**Section 6. Acceptance.**

This proposal is valid if signed and returned within thirty (30) calendar days. This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

Thank you for considering us for your project. We sincerely look forward to working with you.

If this proposal/contract meets with your approval, please sign where noted below and return one (1) copy to our office to serve as our authorization to proceed. If you have any questions concerning this document, please call our office at (618) 539-3178.

Respectfully submitted,

RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

AUTHORIZATION BY CLIENT

Name [Signature] Title Sec.

Name Mayor Title

Date 6/17/15

Date

# Terms and Conditions of Letter Agreement for Professional Engineering Services

**Performance of Services:** The Engineer shall perform the services outlined in the Agreement or on the attached Exhibit in consideration of the stated fee and payment terms. The Engineer shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standards of care of Engineer's profession.

**Additional Services:** The Engineer agrees to perform Extra Work and Additional Services as may be required during the development of the Project which may include studies, reports, and actions beyond the scope of basic services. Because Extra Work and Additional Services vary greatly in scope, complexity, and timing, they will be negotiated as separate and additional elements of service, and paid for under the current Compensation Schedule.

**Access to Site:** Client will provide the Engineer with access to the site for activities necessary for the performance of the services.

**Billing/Payment:** The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (annual rate equals 18%) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Client Furnished Material:** The Client agrees to furnish the Engineer full information as to the Project requirements including, but not limited to, any special or extraordinary considerations for the Project or special services needed, and also make available all pertinent existing data.

**Hazardous Materials:** When hazardous materials are known, assumed or suspected to exist at a project site, the Engineer is required to take appropriate precautions to protect the health and safety of his employees, and to comply with applicable laws and regulations. The Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed the Engineer.

**Insurance:** The Engineer agrees to maintain worker's compensation and employer's liability insurance of a form and in an amount as required by state law, comprehensive general liability and automotive liability insurance, and professional liability insurance.

**Other Professionals:** The Client agrees to provide such legal, accounting, independent cost estimating, insurance counseling, and other professional services appropriate to the Project. These services shall be furnished at the Client's expense and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.

**Job Site Safety:** The Engineer is responsible solely for his employees' activities on the job site. Neither the professional activities of the Engineer nor the presence of his employees shall be construed to imply that the Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Engineer, whether written or oral, and any plans, specifications or other documents and services provided by the Engineer are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Engineer or the Client.

**Certifications, Guarantees and Warranties:** The Engineer shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

**Construction Cost Estimate:** Construction cost estimates, if any, prepared by the Engineer, represent the Engineer's best judgment as a design professional. It is recognized, however, that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractors' methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimates of cost prepared by Engineer.

**Limitation of Liability:** The Client recognizes the inherent risks connected with projects of this type. The Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for services rendered on the project, whichever is greater.

**Ownership of Documents:** All documents produced by the Engineer under this Agreement are instruments of the Engineer's professional service and shall remain the property of the Engineer and may not be used by the Client for any other purpose without the prior written consent of the Engineer.

**Dispute Resolution:** Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation.

**Governing Law:** This Agreement shall be covered by the Laws of the State of Illinois.

**Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and are binding on Engineer and Client.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Engineer for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

**Attorney Fees & Costs:** In any action incurred to enforce this Agreement or defend the services provided in accord with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Initialed:                     *sm* 6/17/15                      
Engineer                      Date

\_\_\_\_\_  
Client                      Date

# Additional Terms and Conditions of Letter Agreement for Professional Engineering Services Related to Transfer of Electronic Media

Due to the potential that the information set forth on the electronic media (disk) can be modified by the Client, or the Client's consultant, unintentionally or otherwise, the Engineer shall remove all indices of its ownership, professional corporation name, and/or involvement from each electronic display.

For documentation purposes, two sets of an original electronic media (disk) and two (24" X 36" size) duplicate hardcopy sets will be prepared. One set will be given to Client and one set will be retained by the Engineer.

Client may provide such electronic media (disk) to its consultant for its purposes related to the project. Client shall require the electronic media (disk) to be returned to Client upon completion of such services.

Because data stored on electronic media (disk) can deteriorate undetected, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media (disk) after an acceptance period of 30 days after delivery of the electronic media (disk), and that upon the expiration of this acceptance period, Client will indemnify and save harmless the Engineer for any and all claims, losses, costs, damages, awards or judgements arising from the use of the electronic media (disk), files from them, or output generated from them. During the 30 day acceptance period, Client may review and examine the electronic media (disk) and information contained therein and any errors detected during this time will be corrected by the Engineer as part of the basic agreement. Any changes requested after the acceptance period will be considered extra work to be performed based upon the Compensation Schedule.

# Additional Terms and Conditions of Letter Agreement for Professional Engineering Services Related to Insurance Types Held and Levels of Coverage Provided

**General Liability:**

Each Occurrence - \$1,000,000  
Medical Expense / Person - \$10,000  
Personal Injury - \$1,000,000  
Aggregate - \$2,000,000

**Automobile Liability:**

Each Occurrence - \$1,000,000

**Umbrella Liability:**

Each Occurrence - \$2,000,000  
Aggregate - \$2,000,000

**Workers Compensation:**

Each Accident - \$1,000,000  
Each Disease / Employee - \$1,000,000  
Disease Policy Limit - \$1,000,000

**Professional Liability:**

Per Claim - \$1,000,000  
Aggregate - \$2,000,000

Note: Should the Client require that the Engineer provide additional types of insurance and/or additional levels of coverage beyond those shown above, the cost for this additional insurance shall be paid by the Client.

Initialed:     *SM*    *W/1/15*      
                    Engineer                    Date                    Client                    Date

**RHUTASEL and ASSOCIATES, INC.  
COMPENSATION SCHEDULE**



**HOURLY RATES**

|                                     |            |
|-------------------------------------|------------|
| Principal Engineer .....            | \$165/hour |
| Sr. Project Engineer .....          | \$137/hour |
| Structural/Sr. Civil Engineer ..... | \$155/hour |
| Project Engineer .....              | \$105/hour |
| Principal Surveyor .....            | \$165/hour |
| Project Surveyor .....              | \$105/hour |
| Resident Engineer .....             | \$120/hour |
| Design/Construction Engineer.....   | \$95/hour  |
| Design Surveyor .....               | \$88/hour  |
| Resident Technician .....           | \$95/hour  |
| Technician V.....                   | \$90/hour  |
| Technician IV .....                 | \$80/hour  |
| Technician III .....                | \$67/hour  |
| Technician II.....                  | \$56/hour  |
| Technician I .....                  | \$45/hour  |

**REIMBURSABLE EXPENSES**

|  |              |
|--|--------------|
| Travel.....                                      | \$0.55/mile  |
| Nuclear Density Gauge (Troxler) .....            | \$150/½ day  |
| B&W Photocopies .....                            | \$0.15/copy  |
| Color Photocopies.....                           | \$1.50/copy  |
| Large Format Prints .....                        | \$3.00/sheet |
| All Other Expenses including Subconsultants..... | Cost + 20%   |

*Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.*

*If assignment requires overtime (over 8 hours per day) Monday through Friday or anytime on Saturday, these rates will be increased 50% (one and a half time) for those overtime hours. If assignment requires overtime on Holidays or Sundays, these rates will be increased 100% (double time) for those overtime hours. There will be a four (4) hour minimum charge on all weekend and Holiday assignments.*

**COST ESTIMATE OF CONSULTANT SERVICES**

City of O'Fallon

Hwy 50-IDOT Highway Plat

16-Jun-15

SECTION:

06-00058-00-PV

RHUTASEL AND ASSOCIATES, INC.

ESTIMATE PREPARED BY: FIRM

| ITEM   | MANHOURS<br>(A) | LABOR<br>(B) | IN HOUSE<br>DIRECT<br>COSTS<br>(D) | * SERVICES<br>BY<br>OTHERS<br>(F) | TOTAL<br>(G) | % OF<br>GRAND<br>TOTAL<br>(H) |
|--|-----------------|--------------|------------------------------------|-----------------------------------|--------------|-------------------------------|
| <b>COSTS SUBJECT TO UPPER LIMIT / LUMP SUM (Paragraphs 1a, 1g, 2, 3, 5 &amp; 6 of "The Engineer-Agrees)</b>                            |                 |              |                                    |                                   |              |                               |
| 1. GROUND SURVEYS  | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | #DIV/0!                       |
| 2. PREFINAL ROAD PLANS   | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | #DIV/0!                       |
| 3. FINAL ROAD PLANS  | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | #DIV/0!                       |
| 4. S.P.'S. ESTIMATES, BIDDING ASSISTANCE   | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | #DIV/0!                       |
| <b>SUBTOTAL</b>  | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | #DIV/0!                       |
| <b>COSTS NOT INCLUDED IN UPPER LIMIT / LUMP SUM -- Scope Not Well Defined or Scope Subject to Outside Agency Review / Requirements</b> |                 |              |                                    |                                   |              |                               |
| <b>PRELIMINARY ESTIMATE ONLY (Paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i, 1j &amp; 1k of "The Engineer-Agrees)</b>                          |                 |              |                                    |                                   |              |                               |
| 5. PROJECT REPORT  | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | \$0.00                        |
| 6. LAND SURVEYS FOR ROW  | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | \$0.00                        |
| 7. ROW DOCUMENTS   | 69              | \$6,423.00   | \$146.50                           | \$0.00                            | \$6,569.50   | \$6,569.50                    |
| 8. PERMITS, STUDIES, GEOTECH   | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | \$0.00                        |
| 9. CONSTRUCTION (Not In Contract)  | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | \$0.00                        |
| <b>SUBTOTAL</b>  | 69              | \$6,423.00   | \$146.50                           | \$0.00                            | \$6,569.50   | \$6,569.50                    |
| <b>TOTAL - Costs Subject to Upper Limit / Lump Sum</b>   | 0               | \$0.00       | \$0.00                             | \$0.00                            | \$0.00       | #DIV/0!                       |

\$0.00 = 103% x \$0.00 = \$0.00

MANHOURLY ESTIMATE  
 City of O'Fallon-HWY 50 Congestion  
 LINE ITEM: 7. R.O.W. DOCUMENTS (To be performed on an hourly rate basis)

| TASK NO. AND DESCRIPTION               | PRINCIPAL ENGINEER | PRINCIPAL SURVEYOR | STRUCTURAL ENGINEER | SR. PROJECT ENGINEER | PROJECT ENGINEER | PROJECT SURVEYOR | DESIGN ENGINEER | DESIGN SURVEYOR | ENGINEER TECH V | ENGINEER TECH IV | ENGINEER TECH III | ENGINEER TECH II | MANHOUR TOTALS |
|--|--------------------|--------------------|---------------------|----------------------|------------------|------------------|-----------------|-----------------|-----------------|------------------|-------------------|------------------|----------------|
| A. FIELD TRAVERSE                      |                    | 0.5                |                     |                      |                  | 1                |                 | 8               |                 |                  |                   | 8                | 17.5           |
| B. OFFICE CALCULATIONS                 |                    | 0.5                |                     |                      |                  | 1                |                 | 1               |                 |                  |                   |                  | 5.5            |
| C. PLAT OF HIGHWAYS/LEGAL DESCRIPTIONS |                    | 3                  |                     |                      |                  | 8                |                 | 17              |                 |                  |                   |                  | 28             |
| D. STAKE PROPOSED R.O.W.               |                    | 0.5                |                     |                      |                  | 1                |                 | 4               |                 |                  |                   |                  | 5.5            |
| E. ASSEMBLY AND COPIES                 |                    | 0.5                |                     |                      |                  | 1                |                 | 2               |                 |                  |                   |                  | 0.5            |
| F. FINALIZE PLANS & INCORP. REVISIONS  |                    |                    |                     |                      |                  |                  |                 | 2               |                 |                  |                   |                  | 2              |
| G. PLOT, PRINT & COLLATE               |                    |                    |                     |                      |                  |                  |                 | 2               |                 |                  |                   |                  | 2              |
| H. PROJECT ADMINISTRATION              |                    |                    |                     |                      |                  |                  |                 |                 |                 |                  |                   |                  | 0              |
|  |                    |                    |                     |                      |                  |                  |                 |                 |                 |                  |                   |                  | 0              |
| MANHOUR TOTALS                         | 0                  | 5                  | 0                   | 0                    | 4                | 14               | 0               | 12              | 22              | 0                | 0                 | 12               | 69             |

DIRECT COST ESTIMATE

|                                     |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
|-------------------------------------|-------------|----------|--|-----------------|--|--|-----------------|--|--|--|--|--|--|
| <u>SURVEY COSTS</u>                 |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| SIGN RENTAL:                        |             | 2 DAYS @ |  | \$10.00 / DAY   |  |  | \$20.00         |  |  |  |  |  |  |
| ATV RENTAL:                         |             | DAYS @   |  | \$66.00 / DAY   |  |  | \$0.00          |  |  |  |  |  |  |
| MISC. SUPPLIES:                     |             |          |  |                 |  |  | \$10.00         |  |  |  |  |  |  |
| <u>MILEAGE, MEALS &amp; LODGING</u> |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| MILEAGE:                            | 80 MILES @  |          |  | \$0.55 / MILE   |  |  | \$44.00         |  |  |  |  |  |  |
| MEALS:                              | 0 MEALS @   |          |  | \$5.00 / MEAL   |  |  | \$0.00          |  |  |  |  |  |  |
| LODGING:                            | 0 NIGHTS @  |          |  | \$50.00 / NIGHT |  |  | \$0.00          |  |  |  |  |  |  |
| <u>COMPUTER</u>                     |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| OUTSIDE SERVICES:                   |             |          |  |                 |  |  | \$0.00          |  |  |  |  |  |  |
| <u>DRAFTING SUPPLIES:</u>           |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| (INCLUDES PHOTOGRAPHS)              |             |          |  |                 |  |  | \$0.00          |  |  |  |  |  |  |
| <u>PRINTING &amp; COPYING</u>       |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| PRINTS:                             | 20 PRINTS @ |          |  | \$2.75 / PRINT  |  |  | \$55.00         |  |  |  |  |  |  |
| B&W COPIES:                         | 50 COPIES @ |          |  | \$0.15 / COPY   |  |  | \$7.50          |  |  |  |  |  |  |
| COLOR COPIES:                       | 0 COPIES @  |          |  | \$1.50 / COPY   |  |  | \$0.00          |  |  |  |  |  |  |
| MOMUMENT RECORD FEES                |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| <u>TELEPHONE &amp; FAX:</u>         |             |          |  |                 |  |  |                 |  |  |  |  |  |  |
| POSTAGE:                            |             |          |  |                 |  |  | \$5.00          |  |  |  |  |  |  |
| <b>TOTAL</b>                        |             |          |  |                 |  |  | <b>\$146.50</b> |  |  |  |  |  |  |



**CITY COUNCIL AGENDA ITEM**

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** RESOLUTION – Rhutasel & Associates Proposal for Highway 50 Extended Turn Lane Preparation of Plat (Plat of Highways)

**List of committees that have reviewed:** Public Works.

**Background:** Since the ROW of Highway 50 is in the name of the State of Illinois and not the City of O'Fallon, IDOT requires that a plat of highways be prepared to dedicate the proposed ROW needed for the project.

**Legal Considerations, if any:** Normal legal considerations when obtaining professional services.

**Budget Impact:** Funding for the legal documentation preparation is reserved in the FY16 Motor Fuel Tax (MFT) Budget.

**Staff recommendation:** Staff recommends acceptance of the proposal from Rhutasel & Associates, Inc., in the amount of \$6,569.50.



Resolution 2015 -

**A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY PLAT OF  
BETHEL FARMS ON PARCEL NUMBERS: 04-07.0-200-019 & 04-07.0-200-020**

**WHEREAS**, the proposed preliminary plat has been reviewed by the O'Fallon Planning Commission, and planning and engineering staff, and recommended by each; and

**WHEREAS**, the property described in Exhibit A is currently located in St. Clair County, zoned Agriculture, A and in the City of O'Fallon, zoned Agriculture, A and is proposed for annexation and rezoning in the City of O'Fallon as a single-family subdivision containing 101 homes and proposed for "SR-1" zoning; and

**WHEREAS**, the developer will be responsible for paying to the City of O'Fallon a fee in lieu of 1.71 acres of park land dedication in the amount \$87,365; and

**WHEREAS**, the developer has requested that a variance be granted by the City Council to allow for a variance to exceed the 800 foot maximum length requirement for dead-end streets as shown in the attached preliminary plat (Exhibit A), and the City Council has determined that such variances to the dead-end street is reasonable; and

**WHEREAS**, on July 27, 2015 the Community Development Committee of the City Council reviewed the preliminary plat and recommended approval with a vote of 5-0.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF O'FALLON AS FOLLOWS:**

- 1) Approval. Bethel Farms Preliminary Plat, as proposed by the developer, a copy of which is attached and made an integral and continuing part of this resolution, be accepted and approved with the conditions below:
  1. A variance to allow Jacks Bend to increase the maximum length of a dead end street from 800 feet to 1,682.
  2. There will be a \$2,250 annexation fee per house permit and the park dedication requirement is 1.71 acres with the requirement being fulfilled through a fee in lieu of land in the amount of \$87,365, \$865.00 per house permit.
- 2) Resolution Recorded with Clerk. The City Clerk is hereby directed to file and maintain a copy of this resolution, along with a copy of the plat, in the Office of the City Clerk; and
- 3) Effective Date. This resolution shall become effective immediately upon its adoption by the City Council.

Resolved by the Mayor and City Council of the City of O'Fallon this \_\_\_\_\_, 2015.

Approved:

Attest:

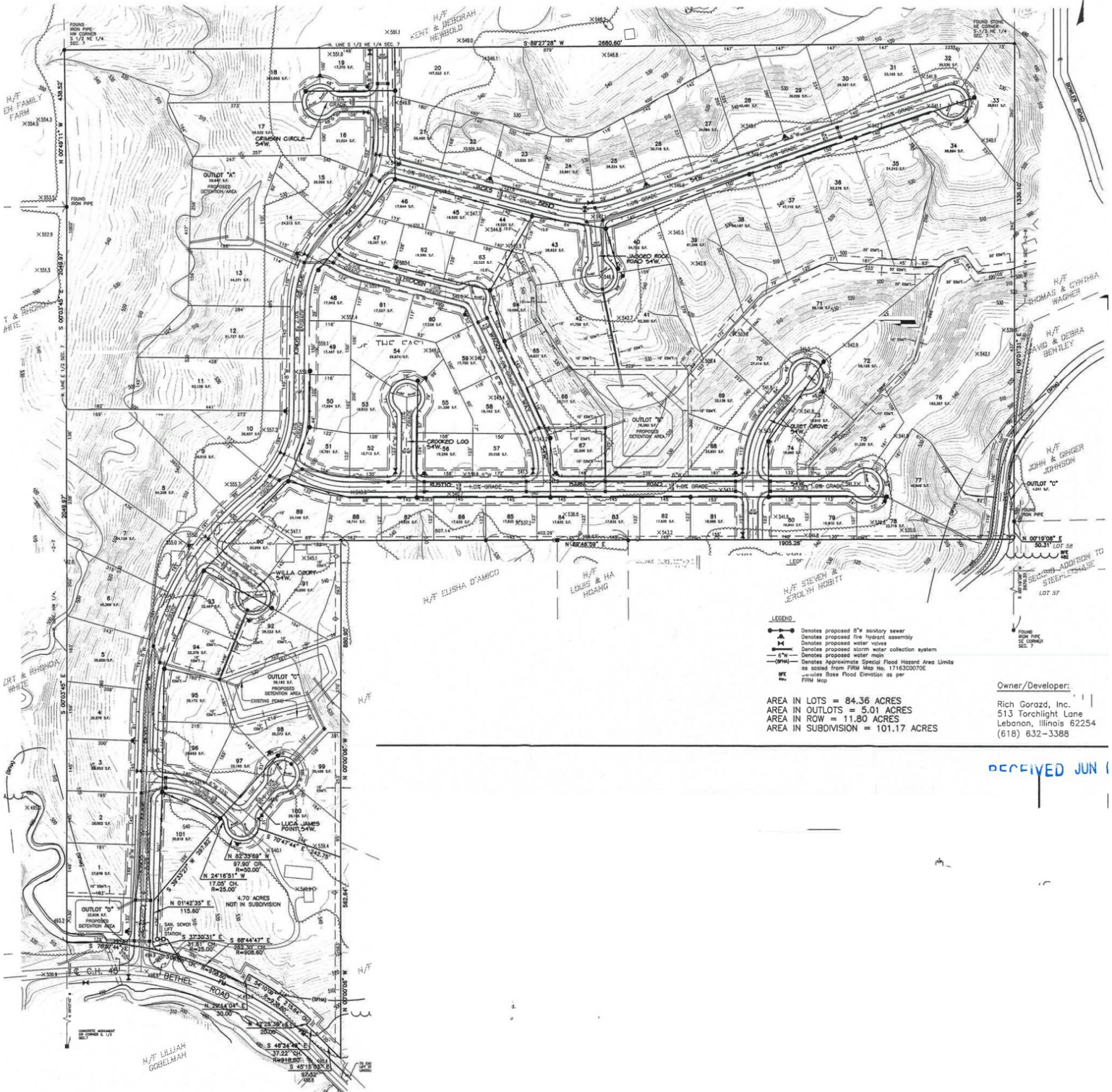
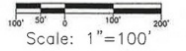
\_\_\_\_\_  
Gary L. Graham, Mayor

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

**EXHIBIT "A"**  
**PRELIMINARY PLAT**

**BETHEL FARMS**

PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 2 NORTH,  
RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS.



**LEGEND**

- Denotes proposed 8" sanitary sewer
- ▲— Denotes proposed fire hydrant assembly
- Denotes proposed water valves
- Denotes proposed storm water collection system
- Denotes proposed water main
- Denotes proposed water main
- Denotes Approximate Special Flood Hazard Area Limits as Issued from FEMA Map No. 17163C0070E
- denotes Base Flood Elevation as per FEMA Map

**Owner/Developer:**  
Rich Gorazd, Inc.  
513 Torchlight Lane  
Lebanon, Illinois 62254  
(618) 632-3388

RECEIVED JUN 1



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## PROJECT REPORT

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**TO:** Planning Commission  
**FROM:** Justin Randall, Senior City Planner  
**THRU:** Ted Shekell, Community Development Director  
**DATE:** July 14, 2015  
**SUBJECT:** S15-05 & P2015-06: Bethel Farms - Preliminary Plat & SR-1 Zoning Amendment

---

**Applicant:** Rich Gorazd  
Forest Hills Holding Co., LLC  
513 Torchlight Lane  
Lebanon, IL 62254

**Owner:** Forest Hills Holding Co., LLC  
513 Torchlight Lane  
Lebanon, IL 62254

**Submitted:** June 5, 2015

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### Project Summary

- Property located north of Bethel Road, and west of Bowler Road
- Annexation of 101.17 +/- acres (including approximately 22.5 acres currently in the City).
- Preliminary Plat of 101 single-family residential lots
- 22.5 acres zoned A - Agriculture in the City and 78.7 acres zoned A – Agriculture in the County
- Property to be zoned SR-1 in the City upon annexation
- Lot sizes ranging from 15,712 square feet to over 363,000 square feet, average lot size of 36,383 square feet
- The gross density is 1.19 lots per acre
- Single access point from Bethel Road, with a stub to property to the north for a potential connection to Kings Ridge Boulevard in Witte Farms. There is no connection to Bowler Road
- The developer will be tying onto the City of O'Fallon water and sanitary sewer services.

### Background & Executive Summary

The applicant, Forest Hills Holding Co., LLC, is proposing to subdivide 101.17 acres of land currently zoned A-Agricultural in the City and in St. Clair County. The property has frontage on Bethel Road and Bowler Road, however the subdivision will only be accessing Bethel Road. The property is located approximately 0.6-mile northwest of the Bethel Road and Lincoln Avenue intersection. The applicant is proposing to divide the land into 101 single-family lots. Lot sizes range from 15,712 square feet to 363,000 square feet (8.35-acres) in size. The preliminary plat has a total of 5.01 acres of open space, designated within four outlots, all consisting of detention areas.

Community Development Department

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

A portion of the subdivision is currently in the City of O'Fallon (approximately 22.5 acres). The city requested a 300-foot path of annexation through the subject property to make the city contiguous with the Witte Farms for annexation of the subdivision. As a part of the path of annexation through the property, the city and developer entered into an annexation agreement, which provided a preliminary approval for the street layout and setting the parameters of sanitary sewer and water service for a future subdivision. The subdivision will also be subject to an annexation fee of \$2,250 per lot and a parkland fee of \$865 per lot.

All streets within the subdivision consist of 54-foot right-of-way with 30 feet of pavement back of curb to back of curb, except for the entrance which will be widened to support a median. Per the annexation agreement, the preliminary plat provides a stub street to the north, for a potential connection to the Witte Farms subdivision and a stub street to the southeast for a potential connection to undeveloped ground. Sidewalks have been incorporated into the preliminary plat on both sides of the street.

The developer will be tying onto the City of O'Fallon sanitary sewer and water system. Electric and gas services are available to the site and owned by Ameren IP. Telephone and internet service is available through AT&T and cable and internet is available through Charter.

### Existing Conditions

#### Surrounding Zoning:

North: O'Fallon SR-1 & Unincorporated A  
East: Unincorporated A & City SR-1

South: Unincorporated A

West: Unincorporated A

#### Surrounding Land Use:

North: Witte Farms and Lake O'Fallon Country Estates  
East: Rural residential uses along Bethel & Bowler Road and Steeplechase subdivision

South: Rural residential and agricultural land uses along Bethel Road

West: Rural residential and agricultural land uses

There are portions of the site currently used for agriculture purposes; the remainder of the site is heavily wooded. The site has rolling topography throughout the site and includes steeper drainage areas with substantial tree cover along the east and west property lines. There is an approximate 0.6 acre lake in the southern portion of the development, near the entrance. Along the western property line is a creek, which is tributary of Ogles Creek. The creek has been identified as a riparian area. Ogles Creek does not traverse the property; however, based on the FEMA Flood Insurance Maps, a portion of the southeast corner property is located in the 100-year floodplain. There are no known environmental hazards on the site.

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### Applicable Ordinances, Documents and Reports

#### O'Fallon Comprehensive Plan:

The O'Fallon Comprehensive Plan Future Land Use Map depicts the subject property as Single Family Residential and Rural Residential. In Table 3.1 of the Comprehensive Plan, which identifies Future Land Uses, the Single Family Residential category indicates no more than 3 dwelling units per acre and the associated zoning district include SR-1 and SR-1B. The proposed residential development is consistent with the Comprehensive Plan.

#### Code of Ordinances:

The proposed subdivision is subject to Chapter 154 (Subdivision) Chapter 155 (Development Manual) and Chapter 158 (Zoning) of the Code of Ordinance and must meet the Area-Bulk requirements for lot dimensions. The property is also subject to the SR-1, Single Family Residence Dwelling District requirements.

#### Public Notice:

Public Notice of this project has been fulfilled in accordance with Section 158.255 and 158.256 of the City of O'Fallon Zoning Regulations. More specifically, the applicant has notified property owners within 250 feet of the subject property via certified mail of the filing of the zoning amendment. Additionally, the City has notified property owners within 250 feet of the subject parcel of the public hearing at least 15 days prior to the hearing and published notice of

the public hearing in a local newspaper at least 15 days in advance. Proof of notification is on file with the City's Community Development Department.

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### **Rezoning Discussion Points**

#### **General Discussion:**

There are two tracts of land requested to be annexed into the City. There is the large portion of land currently in the unincorporated St. Clair County, which consists of 78.7 acres. Additionally, there is a 22.5 acre tract of land that was annexed into the city as a path of annexation for the annexation of Witte Farms. The two parcels combined total 101.17 acres and have been requested to be annexed into the City of O'Fallon with a SR-1 - Single Family Residence Dwelling District designation. The city has already entered into an annexation agreement with the developer with the 22.5 acre path of annexation that was annexed as a part of the Witte Farms annexation.

#### **SR-1 Zoning District:**

The SR-1 and SR-1B districts allow for the same categories of land uses. The only difference between the two zone districts relate to the size of the side yard setback (SR-1 district requires a 10-foot side yard setback and the SR-1B district requires a 7.5-foot side yard setback). All other area and bulk regulations of the districts are identical.

Several SR-1 zoned subdivisions exist in this area of O'Fallon, including Witte Farms, Steeplechase, and The Estates at Forest Hills.

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### **Preliminary Plat Discussion Points/Issues**

#### **General Discussion:**

The Bethel Farms subdivision consists of 101.17 acres with 101 single family lots in a SR-1 zoning district. The project is proposed to develop in multiple phases. The lot sizes range from 15,712 square feet to over 363,000 square feet, with an average lot size of 36,383 square feet (8.35 acres) in size, all which meet the area/bulk requirements of the SR-1 district. A total of 5.01 acres of open space, designated within four outlots, consisting of the area near the entrance and detention and riparian areas throughout the subdivision. All outlots will be maintained by the homeowners association.

#### **Access and Circulation:**

The street layout of Bethel Farms was approved as a part of the negotiations for the path of annexation to Witte Farms. The annexation agreement that was approved by the City Council in August 2011 included the street layout for a future subdivision. The proposed street layout of Bethel Farms is identical to the agreed upon layout of the annexation agreement, including a variance to the length of a cul-de-sac for the most northerly east-west street due to topography.

The proposal will initially have only one access point for the subdivision on Bethel Road to the south. There is the potential for a future connection to the north to the Witte Farms subdivision, which could eventually connect Bethel Road to Witte Road to the northwest. The connection to Witte Road would provide a secondary outlet for both the Bethel Farms and Witte Farms subdivisions for the future and existing residents. However, staff has evaluated the subdivision as if the connection will not occur due to ownership and topography constraints. A "No Outlet" sign is required on Street 1 at its intersection with Simmons Road to inform drivers entering the subdivision there is no through access in the subdivision, until such time as a connection is made to Witte Farms.

The street layout is comprised of local streets reaching to the north and east. The streets in the subdivision are proposed to consist of 54-foot right-of-way with 30 feet of pavement back of curb to back of curb. There are eight cul-de-sacs throughout the subdivision, following the rolling topography of the site. One of the cul-de-sacs (Jacks Bend) exceeds the 800-foot block length provisions of the codes, which received approval as a part of the annexation agreement in 2011 to allow the 1,682-foot dead end street. Additionally, a portion of Bowler Road traverses the

eastern most portion of the property; however, the grade changes in the area of potential access are excessive, dropping approximately 20 feet in approximately 300 feet (20% grade).

#### Drainage and Detention:

The site topography shows multiple sub-basins areas for the property. Generally, the western portion of the development will drain to the west through a wooded area into a tributary of Ogles Creek. The tributary on the western edge of the development has been identified in the Comprehensive Plan to maintain a riparian corridor. The Comprehensive Plan and Section 158.193 identify the importance of preserving riparian corridors as a critical environmental resource within the community. The subdivision improvement plans will need to limit grading and preserve the vegetative cover located throughout the riparian corridor.

The developer's engineer is showing a number of outlots for stormwater detention areas. Outlot A is located in the northwest portion of the development, which will collect stormwater before discharging into the stream behind Lot 11 – Lot 18. Additional stormwater detention is designed for Outlot B is in the central portion of the development and will collect most of the stormwater for the eastern portion of the development. Outlot C will be comprised of the existing lake, which will be repurposed for stormwater detention. The last stormwater basin is located at the entrance located within Outlot D, which will contain a stormwater detention area to collect stormwater before draining into a tributary of Ogles Creek. Actual detention pond sizes, grading, pipe sizes, and inlets will be engineered for the final plat phase. All drainage plans must be reviewed and approved by Public Works Department.

#### Utilities:

The developer will be tying into the City of O'Fallon water system with an extension of a 12-inch water main from the intersection of Bethel Road and Bellehaven Drive, the entrance of The Estates at Forest Hills. Additionally, the developer will be utilizing the City of O'Fallon sanitary sewer system. The City and developer will be partnering on a sanitary sewer force main from the development to the Lincoln Farm Lift Station. Electric and gas services are available to the site and owned by Ameren IP. Telephone and internet service is available through AT&T and cable and internet is available through Charter.

#### Flood Potential:

There is a portion of the site where Ogles Creek has a 100-year floodplain designation. The 100-year floodplain is located near the entrance, Outlot D, Lot 1 and Lot 2, as well as rear of Lot 76, Lot 77 and Lot 78. The developer has placed the majority of the floodplain in outlots to minimize the risk of a home flooding. Minimum finished floor elevation must be shown for all lots on the final plat, along with which lots are to be designated for walkouts, basements, or crawl-spaces to ensure that no structure will be adversely affected by any stormwater drainage and the 100-year floodplain.

#### Street Trees, Landscape Berms, and Buffers:

The developer will install street trees in the 7' wide lawn between the curb and sidewalk every 50' along the streets in the Bethel Farms subdivision. The applicant is also showing the required outlots along Bethel Road for the vegetative buffer between the subdivision and Bethel Road within Outlot D.

#### Open Space:

As detailed in Article 4 of Chapter 155 (Subdivisions), park lands are required to be constructed, or a fee in-lieu-of paid, whenever new residential subdivisions are constructed. Based on the average density of 2.83 persons per detached Single Family unit, the subdivision's 101 lots requires a total of 1.71 acres of Park Lands dedication. This is based on the 6 acres of park space per 1000 people. The subdivision's population estimate is 286 (101 x 2.83). A fee of \$87,365 will be necessary for the balance of 1.71 acres of park space if so required, equaling \$865 per house permit.

### **Criteria for considering General Rezoning applications:**

In considering any application for rezoning, the Commission and the Governing Body may give consideration to the criteria stated below to the extent that they are pertinent to the particular application. The Commission and Governing Body may also consider other factors that may be relevant to a particular application. The rezoning of the Reserves of Timber Ridge property appears to meet each of the following zoning criteria:

- a) the existing uses and zoning of nearby property;
- b) the extent to which property values are diminished by the particular zoning restrictions;
- c) the extent to which the destruction of property values of plaintiff promote the health, safety, morals or welfare of the public;
- d) the relative gain to the public as compared to the hardship imposed upon the individual property owner;
- e) the suitability of the subject property for the zoned purposes;
- f) the length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property;
- g) the care that the community has taken to plan its land use development, and
- h) the community need for the proposed use.

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### **Conclusion and Recommendation**

Staff recommends approval of the Preliminary Plat and the Rezoning to SR-1 with the following conditions:

1. A variance to allow Jacks Bend to increase the maximum length of a dead end street from 800 feet to 1,682.
2. There will be a \$2,250 annexation fee per house permit and the park dedication requirement is 1.71 acres with the requirement being fulfilled through a fee in lieu of land in the amount of \$87,365, \$865.00 per house permit.

### **Attachments**

1. Project Application & Narrative
2. Zoning Map
3. Surrounding Land Use Map
4. Preliminary Plat

RECEIVED JUN 05 2015

PETITION FOR ZONING AMENDMENT

Revised March 11, 2014

Community Development Department, O'Fallon City Hall  
255 South Lincoln Avenue, 2nd Floor  
O'Fallon, IL 62269 Phone (618) 624-4500 Ext. 4

Amendment Request No. P2015-06  
Date: \_\_\_\_\_

(Do not write in this space -- For office use only)

Date set for hearing: \_\_\_\_\_

Perm. Parcel No. \_\_\_\_\_

Date hearing held: \_\_\_\_\_

Fee paid: \$ 200.00 Date: 6-5-15 \*3328

Newspaper: \_\_\_\_\_

Building Permit App. No. \_\_\_\_\_

Recommendation of Planning Commission:

Action by City Council:

- Denied
- Approved
- Approved with modification

- Denied
- Approved
- Approved with modification

CITY OF O'FALLON  
JUN - 5 2015  
DATE PAID



Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS TO APPLICANTS:** PLEASE PRINT. All information required by the application must be completed and submitted herewith. Applicants are encouraged to visit the Community Development Department for any assistance needed in completing this form.

1. Name of property owner(s): FOREST HILLS HOLDING COMPANY LLC Phone: 618-652-3388  
Mailing address: 513 TORCHLIGHT LANE O'FALLON IL E-Mail: Lebanon IL 62254
2. Applicant's name: RICHARD J. GORALD Phone: \_\_\_\_\_  
Mailing address: SAME E-Mail: RICH@STATE1CONSTRUCTION.COM
3. Property interest of applicant (Owner, Contractor, etc.): OWNER 04070200019 +20
4. Address of property: BETHEL ROAD O'FALLON IL Parcel (Tax) ID #: 04070200019 # 20
5. Present use of property: VACANT LAND Present Zone District: 020 CITY AG  
Proposed use of property: RESIDENTIAL SUBDIVISION Proposed Zone District: SR-1
6. Zone District Classifications of adjacent properties: COUNTY AGRICULTURE / COUNTY CITY RESIDENTIAL
7. Area of land rezoning requested for: 1.01 acres/square feet.
8. This application must be filed with two copies of a plat map of the subject property drawn to a scale not less than one (1) inch equals Two-Hundred (200) feet.
9. An amendment is requested to amend the zone district classification of certain described properties shown on the Zone District Map. A statement of the applicant's described reasons and factual information supporting the requested rezoning is attached.

I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

I consent that the entry in or upon the premises described in this application by any authorized official of O'Fallon, Illinois for the purpose of inspecting or of posting, maintaining, and removing such notices as may be required by law.

Date: \_\_\_\_\_

Signature of Applicant: [Signature]

Date: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_



**CITY OF O'FALLON, ILLINOIS**  
**APPLICATION FOR APPROVAL OF PRELIMINARY SUBDIVISION PLAT**

**S 15-05**

(To be submitted with Filing Fee (\$150.00 plus \$10.00 per lot) payable to "City of O'Fallon" and a separate check for Engineering Plan Review Fee payable to "Rhutasel and Associates, Inc.")

\$1,160.00 \*3323

Date: 5/14/15

Name of Subdivision: Bethel Farms

Name, Address, and Phone Number of Subdivider: Rich Gorazd, Inc.  
513 Torchlight Lane Lebanon, IL 62254 (618) 632-3388

Name, Address, and Phone Number of Engineer: Sherbut-Carson-Claxton, LLC  
4 Meadow Hts. Prof. Park Collinsville, IL 62234 (618) 345-5454

Section: 7 Township: 2 North Range: 7 West  
 Area of Tract: 101 Acres Number of Proposed Lots: 101 Zoning: SR-1

Property interest of applicant:  Owner ( ) Contract Purchaser ( ) Other \_\_\_\_\_

CITY OF O'FALLON  
 JUN -5 2015  
 DATE PAID

**APPLICANT'S CHECKLIST**

**REQUIREMENTS FOR SUBMITTAL**

**(YES or NO)**

- |  |      |
|--|------|
| — PAYMENT OF FILING FEE                                  | ✓    |
| — PAYMENT OF ENGINEERING PLAN REVIEW FEE                 | ✓    |
| ✓ 6 PRINTS OF SUBDIVISION PLAT & ONE (1) 11" x 17" COPY  | ✓    |
| VARIANCES – (IF APPLICABLE) REQUESTS ATTACHED            | N.A. |
| ✓ NARRATIVE LETTER PROVIDING AN OVERVIEW OF PROJECT      | ✓    |
| ✓ COMPLETION OF PRELIMINARY PLAT CHECKLIST               | ✓    |
| ✓ COMPLETION OF PAYMENT RESPONSIBILITY FORM              | ✓    |
| PRIVATE SUBDIVISION REGULATIONS ATTACHED (IF APPLICABLE) | N.A. |
| ✓ PHASE I DRAINAGE REPORT                                | ✓    |
| .PDF COPY OF PLAT  | ✓    |
| SUBMITTAL IN CAD / GIS FORMAT (ON CD)                    | ✓    |
| — PROOF OF DEVELOPER'S OWNERSHIP INTEREST                | ✓    |

**\* SUBMISSION PACKETS MUST BE COMPLETED IN FULL OR THEY WILL NOT BE RECEIVED BY THE CITY.**

I HEREBY affirm that I am authorized by the Developer to complete this **Application for Preliminary Plat** and that this request is in compliance with Chapter 154: Subdivisions stated in the Code of Ordinances of the City of O'Fallon, as indicated.

  
 Applicant's Signature

SHERBUT-CARSON-CLAXTON, LLC  
CIVIL ENGINEERS - LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

*Narrative*  
RECEIVED JUN 05 2015

J.G. Sherbut, P.E., P.L.S. (1979-2004)  
Keith G. Carson, L.S.

4 Meadow Heights Professional Park  
Collinsville, Illinois 62234  
(618) 345-5454  
FAX 345-3017  
Email: Info@Sherbutpc.com

David B. Claxton, P.E., L.S.  
Michael J. Graminski, L.S.

May 15, 2015

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

Re: Bethel Farms Preliminary Plat

Ladies and Gentlemen:

On behalf of our client, Mr. Rich Gorazd, owner/developer of the property, we are hereby submitting the attached Preliminary Plat for review and approval.

The proposed development consists of 101 acres on the north side of the City. The property lies north of Bethel Road (County Hwy. 45), and was formerly known as the Swain Farm. It is located in part of the east half of Section 7 township 2 north range 7 west in St. Clair County, Illinois. It has been previously pre-annexed to the City of O'Fallon and lies within an SR1 zoning district.

The development will be served with paved streets, storm water collection and detention facilities, and City of O'Fallon water distribution system with fire service facilities. Sanitary Sewer service will be provided by the City's collection system. The Development will be served by all available comfort utilities i.e., electric, gas, telephone, cable television, etc., all in accordance and in compliance with the City Development code and specifications.

The development will consist of approximately 101 single family residential lots with the homes to be comparable to the Cobblestone subdivision in North O'Fallon along Weil Road.

We believe the plat complies with the City's Subdivision and Development Control Ordinance and all other applicable regulations.

Enclosed are the following items:

1. 6 prints of the Preliminary Plat and one 11"X17" copy.
2. Phase 1 Drainage Report
3. Preliminary Plat Application
4. Preliminary Plat Checklist
5. Phase 1 Drainage Report Checklist
6. Plan Review Payment Responsibility Form.
7. Annexation Plat & Legal Description.
8. CD-ROM for Digital Plan Submittal

Checks for the Application Fee and Plan Review Fee will be delivered separately by the Developer.

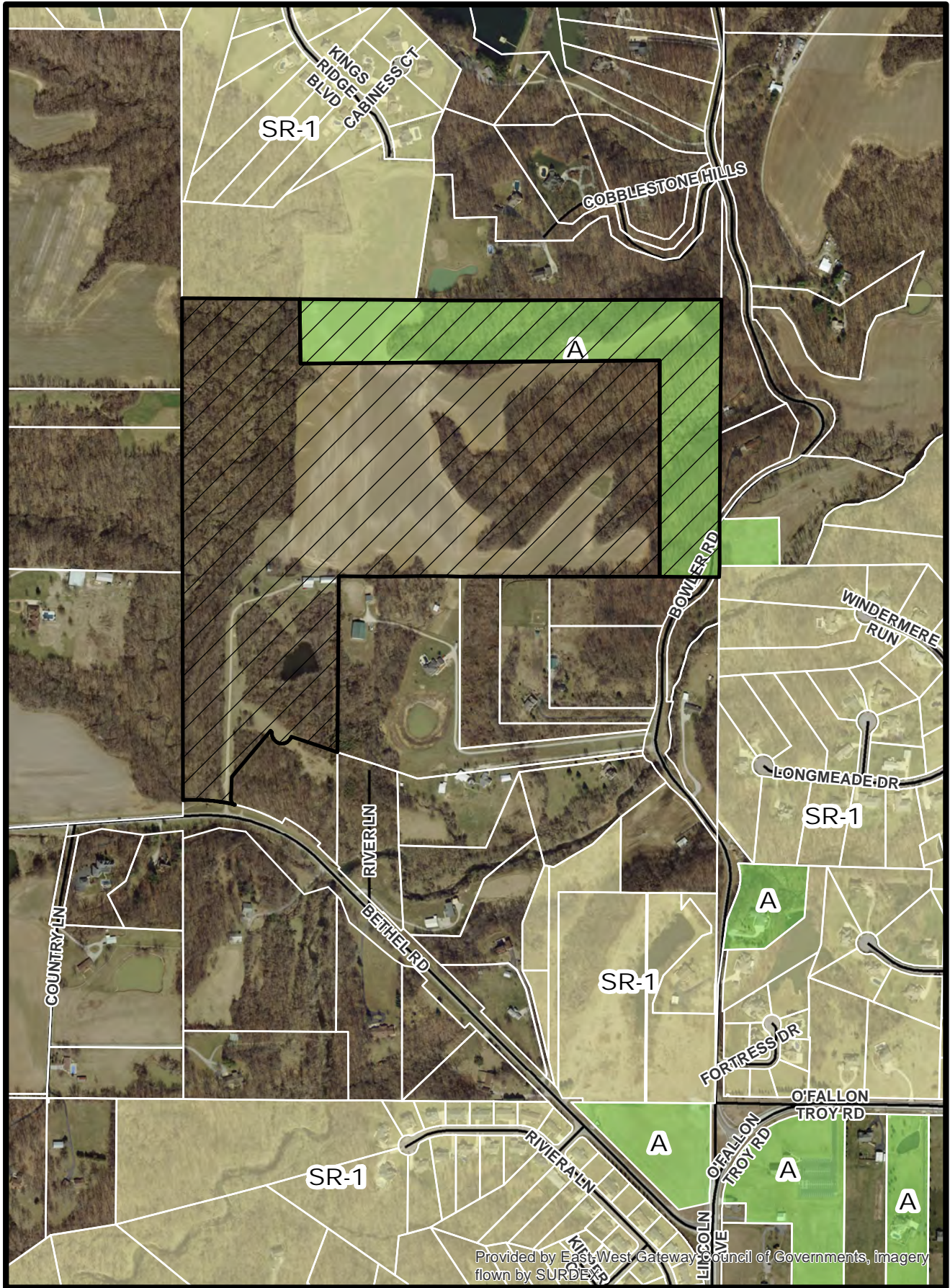
Respectfully submitted,

Sherbut-Carson-Claxton, LLC

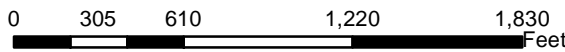


David Claxton

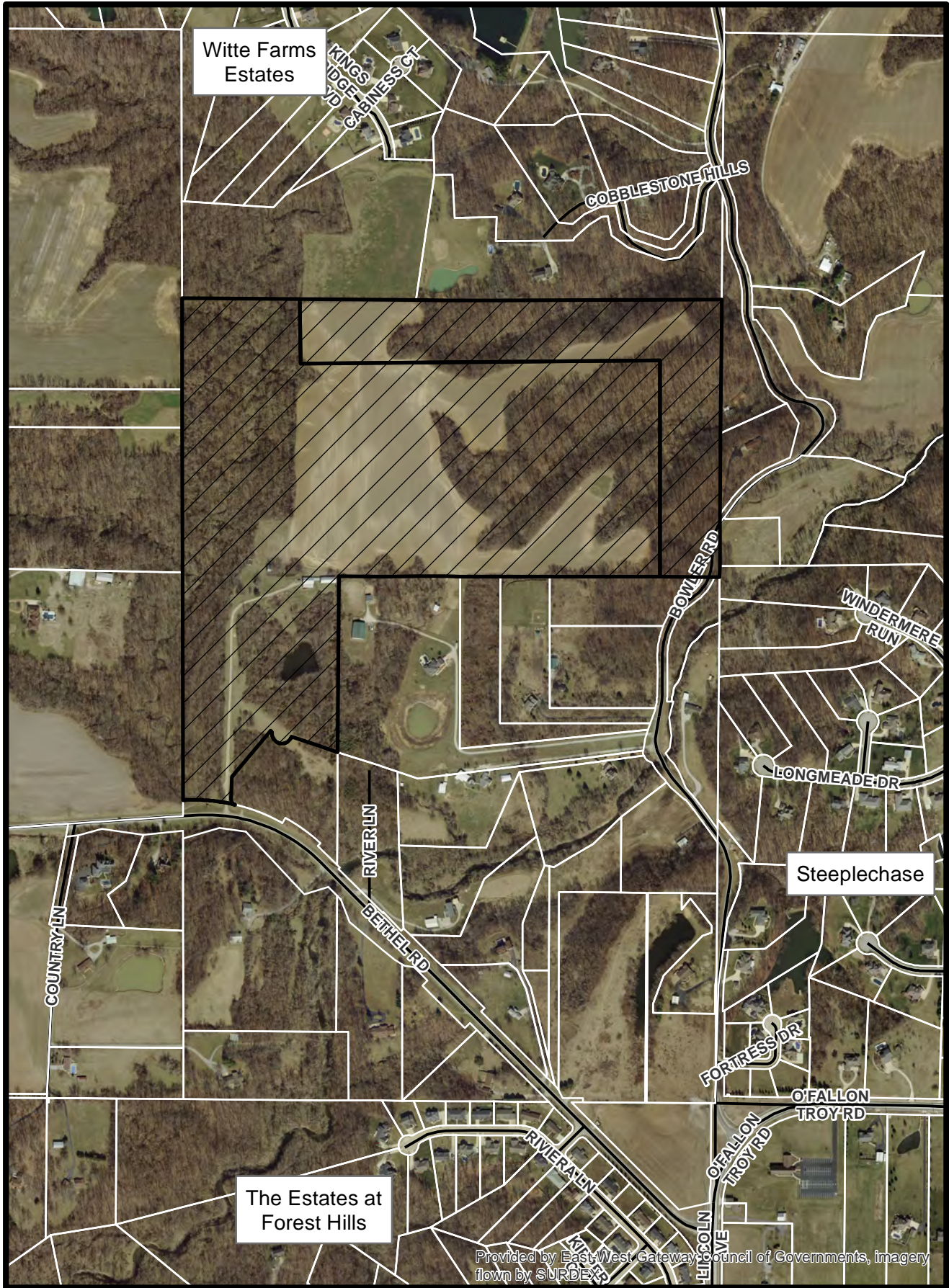
# S15-05 & P2015-06: Bethel Farms - Zoning Map



Provided by East-West Gateway Council of Governments, imagery  
flown by SURDEX



# S15-05 & P2015-06: Bethel Farms - Land Use Map



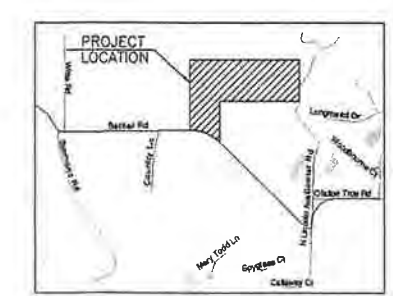
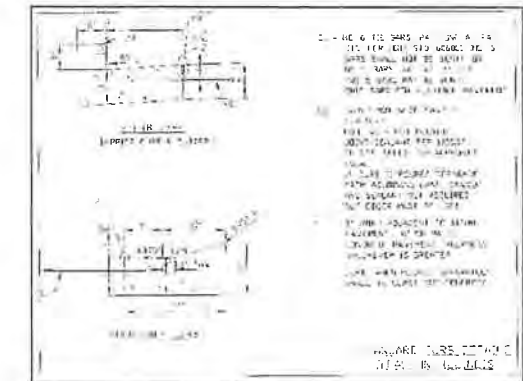
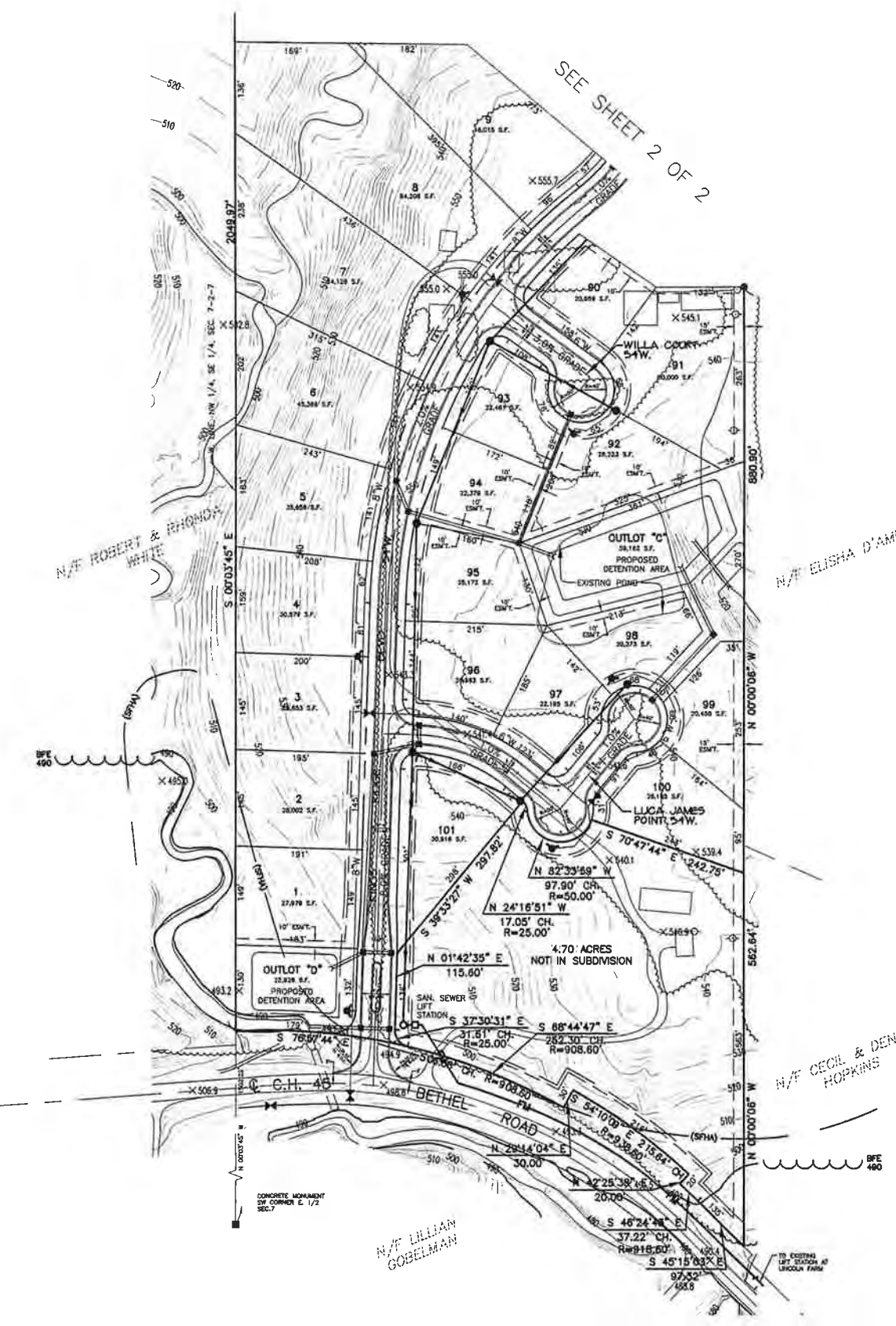
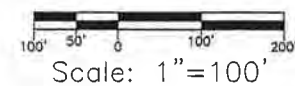
 Subject Property

0 305 610 1,220 1,830 Feet

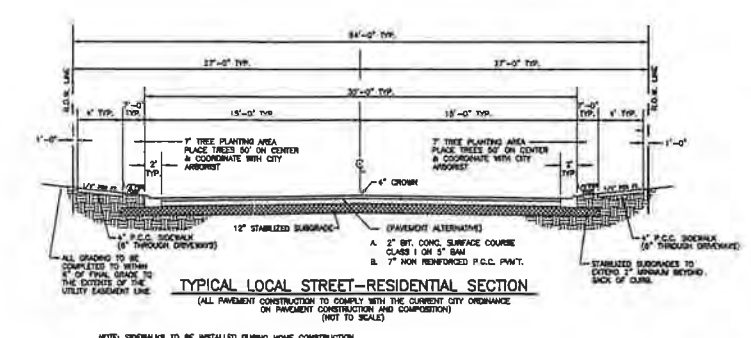
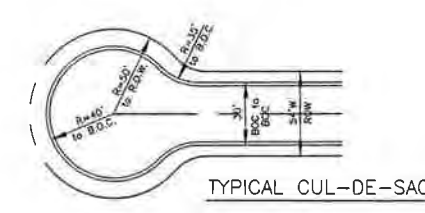
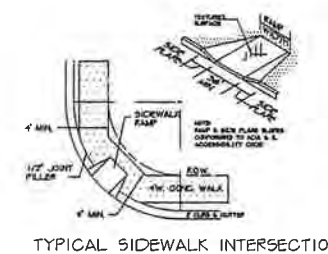


# BETHEL FARMS

PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 2 NORTH,  
RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS.



- LEGEND**
- Denotes proposed 8" sanitary sewer
  - Denotes proposed fire hydrant assembly
  - Denotes proposed water valves
  - Denotes proposed storm water collection system
  - Denotes proposed water main
  - Denotes Approximate Special Flood Hazard Area Limits as scaled from FIRM Map No. 17163C0070E
  - Denotes Base Flood Elevation as per FIRM Map



- NOTES**
1. Dimensions shown hereon are approximate and are subject to change upon final platting.
  2. Easements shown hereon are 20 feet wide unless otherwise noted.
  3. Building set-back lines are 25 feet from right of way line.
  4. Lots shall conform to SR-1 Zoning Requirements.
  5. All radii at streets intersections and cul-de-sacs are 25 feet to R.O.W. and 35 feet to B.O.C.
  6. Easements shown hereon are for the use of Public and Quasi-Public utilities as their interests may appear.

AREA IN LOTS = 84.36 ACRES  
 AREA IN OUTLOTS = 5.01 ACRES  
 AREA IN ROW = 11.80 ACRES  
 AREA IN SUBDIVISION = 101.17 ACRES

Owner/Developer:  
 Rich Gorazd, Inc.  
 513 Torchlight Lane  
 Lebanon, Illinois 62254  
 (618) 632-3388

Sherbut-Carson-Claixon, LLC  
 #4 Meadow Heights Professional Park  
 Collinsville, Illinois 62234  
 Phone: 618-345-5454  
 Fax: 618-345-3017

| DATE         | REVISIONS | REMARKS |
|--------------|-----------|---------|
| MAY 12, 2015 |           |         |
| DRAWN        |           |         |
| CHECK        |           |         |

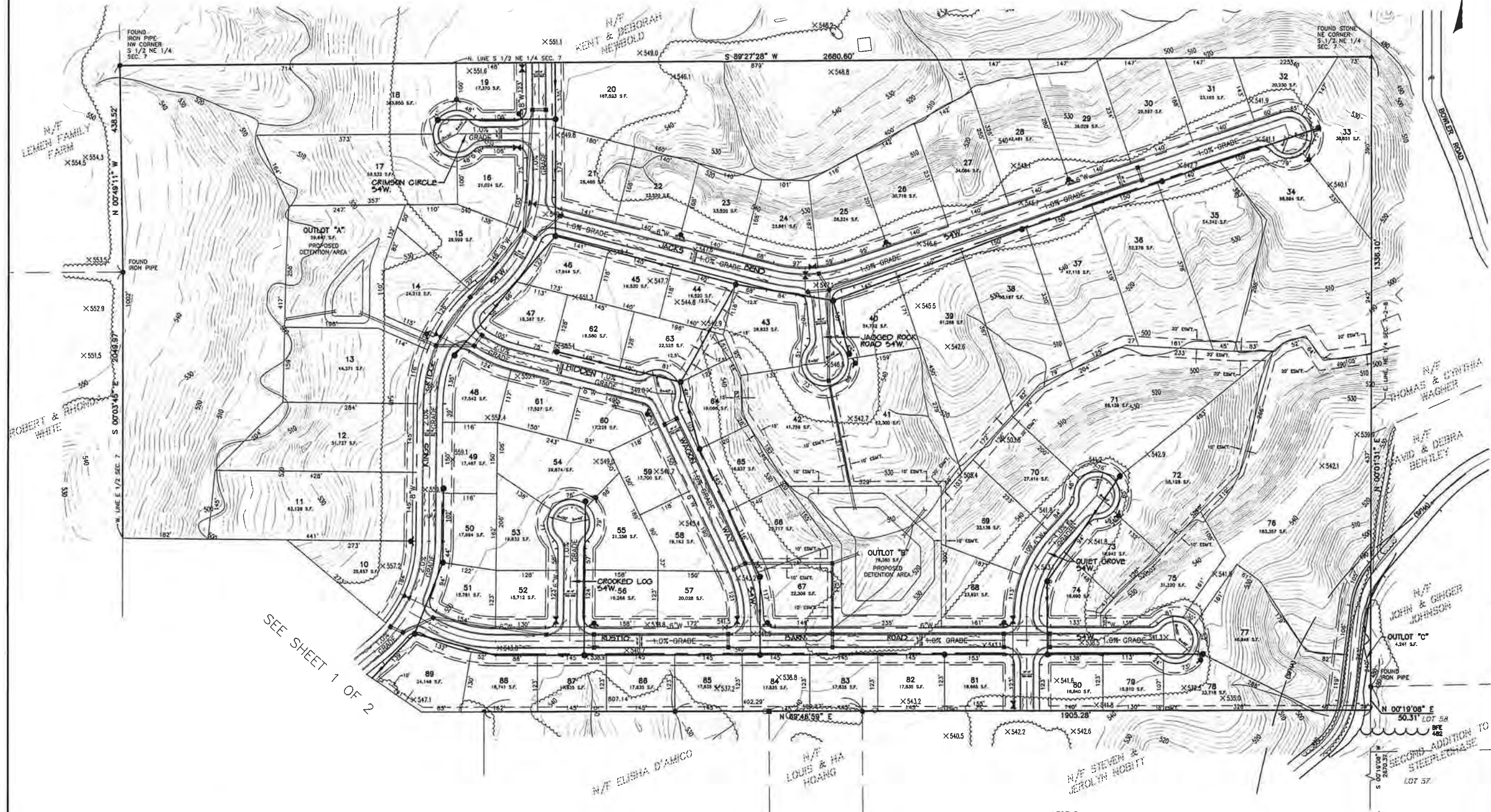
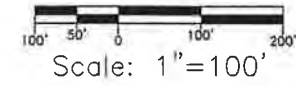
DRAWING: PRELIMINARY PLAT  
 BETHEL FARMS

PROJECT NO. 2249  
 SHEET NUMBER 1 OF 2

RECEIVED JUN 0 5 2015

# BETHEL FARMS

PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 2 NORTH,  
RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS.



SEE SHEET 1 OF 2

- LEGEND**
- Denotes proposed 8" sanitary sewer
  - Denotes proposed fire hydrant assembly
  - Denotes proposed water valves
  - Denotes proposed storm water collection system
  - Denotes proposed water main
  - Denotes Approximate Special Flood Hazard Area Limits as acquired from FIRM Map No. 17163C0070E
  - Denotes Base Flood Elevation as per FIRM Map

AREA IN LOTS = 84.36 ACRES  
 AREA IN OUTLOTS = 5.01 ACRES  
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 AREA IN SUBDIVISION = 101.17 ACRES

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 Rich Gorazd, Inc.  
 513 Torchlight Lane  
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 Collinsville, Illinois 62234  
 Phone: 618-345-5454  
 Fax: 618-345-3017

| REVISIONS | DATE | REMARKS |
|-----------|------|---------|
|           |      |         |
|           |      |         |

DRAWING: PRELIMINARY PLAT  
 BETHEL FARMS

PROJECT NO. 2249  
 SHEET NUMBER :  
 SHEET 2 OF 2

RECEIVED JUN 05 2015



### CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

**From:** Ted Shekell, Community Development Director  
Walter Denton, City Administrator

**Date:** August 3, 2015

**Subject:** S15-05 & P2015-06: Bethel Farms Subdivision, Preliminary Plat & Annexation

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**List of committees that have reviewed:** The Planning Commission held a public hearing on the above referenced application at their July 14, 2015 meeting. The Commission voted 7-ayes and 0-nay to approve the requested Preliminary Plat and Zoning applications for Bethel Farms, subject to the conditions recommended by staff. The Community Development Committee reviewed this application at its July 27, 2015 meeting and recommended approval with a vote of 5-0.

#### **Background**

The applicant, Forest Hills Holding Co., LLC, is proposing to subdivide 101.17 acres of land currently zoned A-Agricultural in the City and in St. Clair County. The property has frontage on Bethel Road and Bowler Road, however the subdivision will only be accessing Bethel Road. The property is located approximately 0.6-mile northwest of the Bethel Road and Lincoln Avenue intersection. The applicant is proposing to divide the land into 101 single-family lots. Lot sizes range from 15,712 square feet to 363,000 square feet (8.35-acres) in size. The preliminary plat has a total of 5.01 acres of open space, designated within four outlots, all consisting of detention areas.

All streets within the subdivision consist of 54-foot right-of-way with 30 feet of pavement back of curb to back of curb, except for the entrance which will be widened to support a median. Per the annexation agreement, the preliminary plat provides a stub street to the north, for a potential connection to the Witte Farms subdivision and a stub street to the southeast for a potential connection to undeveloped ground. Sidewalks have been incorporated into the preliminary plat on both sides of the street.

The developer will be tying onto the City of O'Fallon sanitary sewer and water system. Electric and gas services are available to the site and owned by Ameren IP. Telephone and internet service is available through AT&T and cable and internet is available through Charter.

Please see the attached Plan Commission Project Report for more detailed information on the proposal.

#### **Annexation**

Bethel Farms is seeking annexation into the City. A portion of the subdivision is currently in the City of O'Fallon (approximately 22.5 acres). The city requested a 300-foot path of annexation through the subject property to make the city contiguous with the Witte Farms for annexation of the subdivision. As a part of the path of annexation through the property, the city and developer entered into an annexation agreement, which provided a preliminary approval for the street layout and setting the parameters of sanitary sewer and water service for a future subdivision. The subdivision will also be

subject to an annexation fee of \$2,250 per lot and a parkland fee of \$865 per lot. The original annexation agreement is attached.

**Legal Considerations, if any:** None

**Budget Impact:** None

**Staff Recommendation:** Staff recommends approval of the project with the following conditions:

1. A variance to allow Jacks Bend to increase the maximum length of a dead end street from 800 feet to 1,682.
2. There will be a \$2,250 annexation fee per house permit and the park dedication requirement is 1.71 acres with the requirement being fulfilled through a fee in lieu of land in the amount of \$87,365, \$865.00 per house permit.



Resolution 2015 -

**A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY PLAT OF LAKE AT ST. ELLEN'S PLAZA ON PARCEL NUMBERS: 03-35.0-101-002, 03-35.0-101-003, 03-35.0-101-004, 03-35.0-101-005, 03-35.0-101-006, and 03-35.0-101-007**

**WHEREAS**, the proposed preliminary plat has been reviewed by the O'Fallon Planning Commission, and planning and engineering staff, and recommended by each; and

**WHEREAS**, the property shown in Exhibit A is located in the City of O'Fallon, zoned Planned Community Business, B-1(P) and is proposed rezoning in the City of O'Fallon as a two-family subdivision containing 20 homes and proposed for "MR-1(P)" zoning; and

**WHEREAS**, the developer will be responsible for paying to the City of O'Fallon a fee in lieu of 0.24 acres of park land dedication in the amount \$12,241; and

**WHEREAS**, on July 27, 2015 the Community Development Committee of the City Council reviewed the preliminary plat and recommended approval with a vote of 5-0.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON AS FOLLOWS:**

- 1) Approval. Lake at St. Ellen's Plaza Preliminary Plat, as proposed by the developer, a copy of which is attached and made an integral and continuing part of this resolution, be accepted and approved with the conditions below:
  1. Sidewalks will need to be installed on both sides of Executive Plaza Drive and along Old Collinsville Road.
  2. The park dedication requirement is 0.24 acres with the requirement being fulfilled through a fee in lieu of land in the amount of \$12,241, \$612.00 per unit (\$1,224 / lot).
  3. A stop sign is required at the intersection of Executive Plaza Drive and Lake St. Ellen Drive.
- 2) Resolution Recorded with Clerk. The City Clerk is hereby directed to file and maintain a copy of this resolution, along with a copy of the plat, in the Office of the City Clerk; and
- 3) Effective Date. This resolution shall become effective immediately upon its adoption by the City Council.

Resolved by the Mayor and City Council of the City of O'Fallon this \_\_\_\_\_, 2015.

Approved:

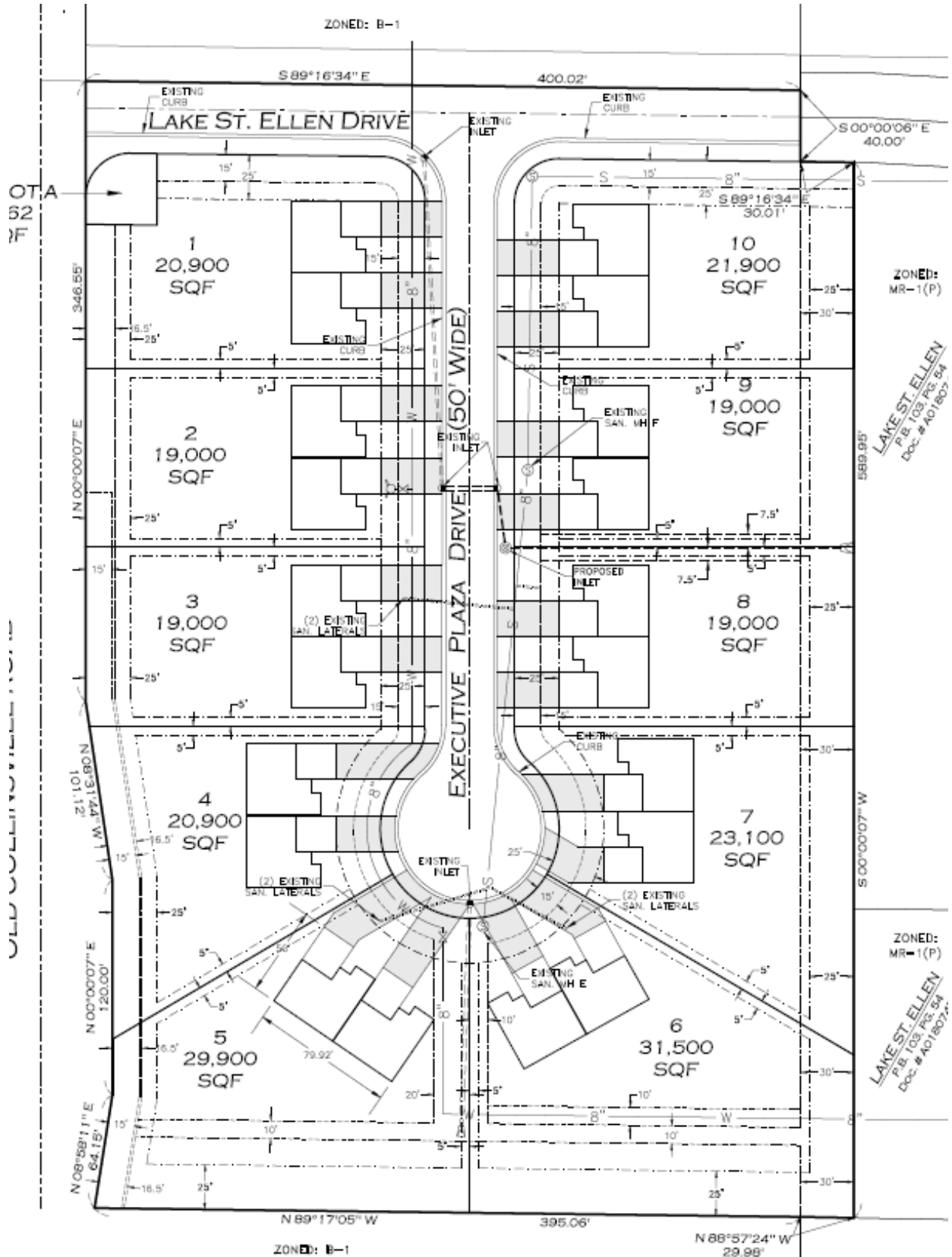
\_\_\_\_\_  
Gary L. Graham, Mayor

Attest:

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

**EXHIBIT "A"**

**PRELIMINARY PLAT**





### CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

**From:** Ted Shekell, Community Development Director  
Walter Denton, City Administrator

**Date:** August 3, 2015

**Subject:** S15-06 & P2015-08: Resubdivision of Lake at St. Ellen's Plaza Subdivision & Preliminary Plat

---

**List of committees that have reviewed:** The Planning Commission held a public hearing on the above referenced application at their July 14, 2015 meeting. The Commission voted 7-ayes and 0-nay to approve the requested Preliminary Plat and Zoning applications for Lake at St. Ellen's Plaza, subject to the conditions recommended by staff. The Community Development Committee reviewed this application at its July 27, 2015 meeting. The Committee discussed the resubdivision of the existing subdivision and the need for a stop sign at the intersection of Executive Plaza Drive and Lake St. Ellen Drive. The committee recommended approval with a vote of 5-0.

#### **Background**

The applicant, Lake St. Ellen, LLC, is proposing to rezone and resubdivide 5.18 acres of a previously approved and constructed 6-lot business park known as Lake at St. Ellen's Plaza. The property is located on the east side of Old Collinsville Road, south of Highway 50. The property was rezoned in 2000 to B-1(P) as a part of a larger mixed use development, including the 6-lot business park and 67 duplex/villa lots (134 dwelling units). Three of the four phases of the duplex/villa development have been constructed, with the fourth phase pending until the Ashland Road extension is completed. The commercial portion of the development has not seen any development pressure since the project was constructed. Due to the lack of development of the commercial portion of the development, the applicant is requesting to convert the commercial portion of the project to the duplex/villa development.

The applicant is requesting to rezone the property to MR-1(P), Two-, Three-, Four-Family Residence Dwelling District, with a planned use to allow for the duplex/villa development. In addition to the zone change and planned use, the applicant is seeking approval of a preliminary plat to resubdivide the 6 commercial lots into 10 lots for duplexes/villas (20 total dwelling units). The lot sizes range from 19,000 square feet to 31,500 square feet with an average lot size of 22,420 square feet.

The majority of the infrastructure and utilities associated with the subdivision has been constructed. The street is constructed in 50-foot right-of-way with 30 feet of pavement back of curb to back of curb. The development is serviced by an existing 8-inch water line (City of O'Fallon) and an 8-inch sanitary sewer line (Caseyville Township). Additionally, there is an existing storm sewer system constructed to convey stormwater to a detention area, which a portion will be relocated to be located on a new property line. Sidewalks will need to be installed on both sides of Executive Plaza Drive and along Old Collinsville Road. Electric and gas services are serviced by Ameren IP. Telephone and internet services are available through AT&T and cable and internet services are available through Charter.

Please see the attached Plan Commission Project Report for more detailed information on the proposal.

**Legal Considerations, if any:** None

**Budget Impact:** None

**Staff Recommendation:** Staff recommends approval of the project with the following conditions:

1. Sidewalks will need to be installed on both sides of Executive Plaza Drive and along Old Collinsville Road.
2. The park dedication requirement is 0.24 acres with the requirement being fulfilled through a fee in lieu of land in the amount of \$12,241, \$612.00 per unit (\$1,224 / lot).
3. A stop sign is required at the intersection of Executive Plaza Drive and Lake St. Ellen Drive.

CITY OF O’FALLON, ILLINOIS  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING  
THE CODE OF ORDINANCES  
OF THE CITY OF O’FALLON,  
CHAPTER 77, TRAFFIC  
SCHEDULES, SCHEDULE III,  
STOP/THROUGH STREET  
INTERSECTIONS**

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O’FALLON,  
ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:

**SECTION 1: STOP STREET DESIGNATIONS:**

An Ordinance to amend the Code of Ordinances of the City of O’Fallon, Chapter 77, Schedule “III” be amended to include the following:

**Stop Street(s) Intersections:**

|    | Stop Street      | Through Street   | Direction  |
|----|------------------|------------------|------------|
| 1) | Dickinson Drive  | Merriam Parkway  | Westbound  |
| 2) | Hollander Court. | Longfellow Drive | Northbound |
| 3) | Hollander Court  | Longfellow Drive | Southbound |
| 4) | Keats Way Court  | Longfellow Drive | Northbound |
| 5) | Macintosh Court  | Longfellow Drive | Northbound |
| 6) | Thoreau Drive    | Hollander Court  | Westbound  |
| 7) | Wadsworth Court  | Thoreau Drive    | Southbound |

**SECTION 2: RESPONSIBILITIES:**

The City is responsible for the posting of said stop signs at named intersections above.





## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Engineering & Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** ORDINANCE – Stop Signs, Windsor Creek Subdivisions

**List of committees that have reviewed:** Public Works

**Background:** Due to the completion of another phase of the Windsor Creek Subdivision, stop sign installation has been accomplished requiring supporting ordinance passage to allow police enforcement.

**Legal Considerations, if any:** None, traffic control per accepted standards.

**Budget Impact:** The cost of the signs and posts can be covered by the Public Works Streets Division Budget which has a standard yearly item for sign installation and replacement.

**Staff recommendation:** Staff recommend passage of the ordinance amendment to support enforcement of the stop conditions.

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE ANNEXING  
CERTAIN TERRITORY TO THE CITY  
OF O'FALLON, ST. CLAIR COUNTY,  
ILLINOIS CONTAINING  
APPROXIMATELY 101.61 ACRES,  
INCLUDING PARCEL NUMBERS:  
04-07.0-200-019 & 04-07.0-200-020**

**WHEREAS**, the owner of territory depicted in Exhibit A and more specifically described in Exhibit B, attached hereto and made part hereof, desires to allow the City of O'Fallon to annex the territory herein depicted and described; and

**WHEREAS**, said territory includes all or a portion of Parcels 04-07.0-200-019 and 04-07.0-200-020; and

**WHEREAS**, the owners have filed with the City Clerk of the City of O'Fallon, a duly signed and verified petition to annex the subject real estate and signed annexation petition; and

**WHEREAS**, the territory is presently zoned Agriculture, A in unincorporated St. Clair County and Agriculture, A in the City of O'Fallon and is proposed for rezoning within the City of O'Fallon to SR-1 for all of Parcels 04-07.0-200-019 and 04-07.0-200-020; and

**WHEREAS**, 0 electors reside on the entirety of the property herein described; and

**WHEREAS**, all notices have been served to the affected parties as required by statute; and

**WHEREAS**, the territory has been subject to all necessary hearings before the appropriate bodies.

**NOT THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF O'FALLON, ST. CLAIR COUTNY, ILLINOIS AS FOLLOWS:**

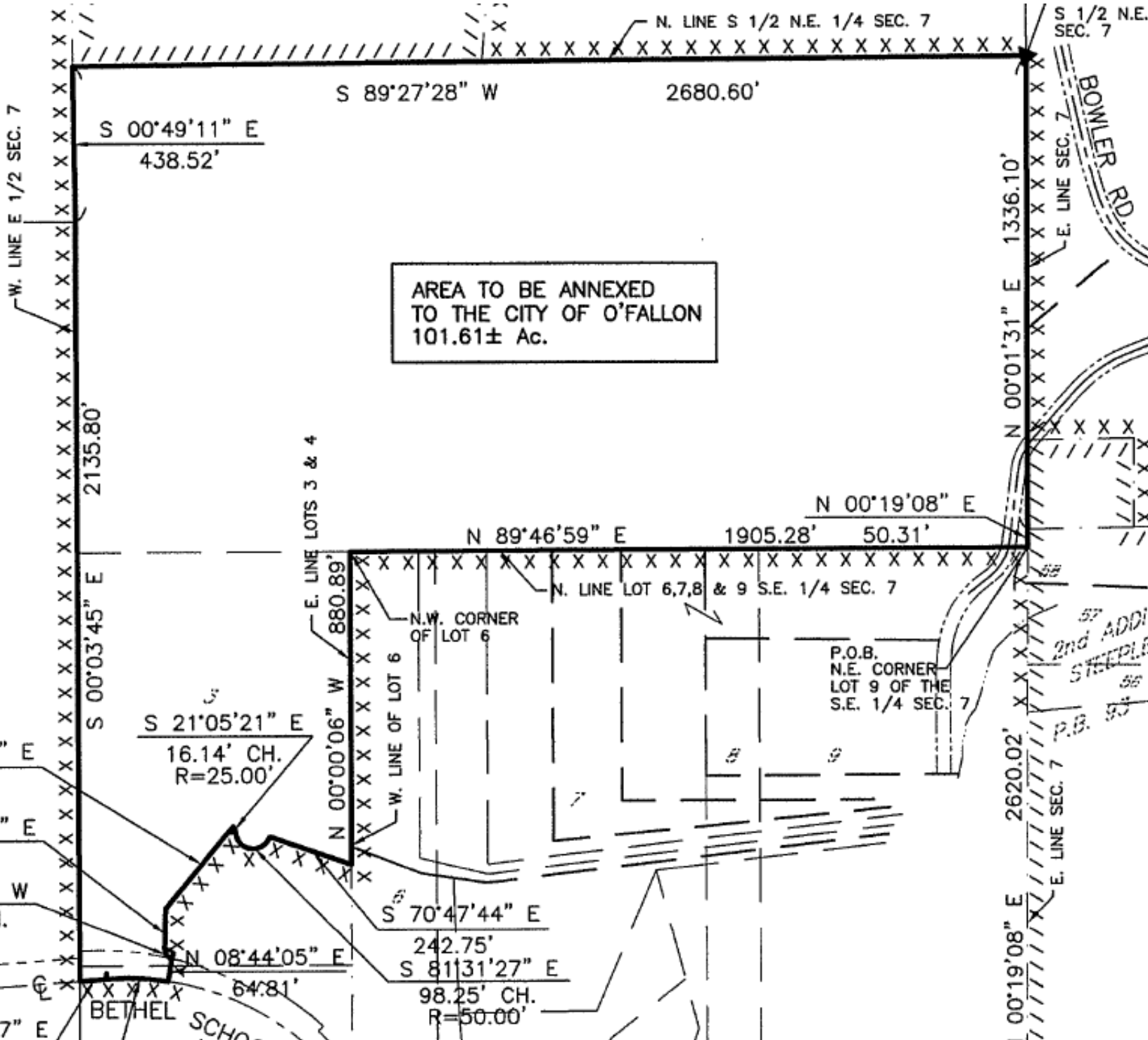
**Section 1. Approval.** The territory depicted in Exhibit A, and described in Exhibit B, attached hereto and made part hereof, is hereby annexed to the City of O'Fallon, St. Clair County, Illinois.





**EXHIBIT "A"**

**PLAT OF ANNEXATION**



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF ANNEXATION**

Land Description of Territories to be Annexed  
to the City of O'Fallon, Illinois  
101.61 +/- Acres

Part of the East half of the section 7, Township 2 North, Range 7 West of the Third Principal Meridian, St. Clair county Illinois being more particularly described as follows:

Commencing at the Iron Pin found at the Southeast corner of section 7; thence North 00 degrees, 19 minutes and 08 seconds East along the Easterly line of the Southeast Quarter of section 7 a distance of 2620.02 feet to the Northeast corner of lot 9 of the Southeast Quarter of section 7 and being the point of beginning of the tract described herein; thence continue North 00 degrees, 19 minutes, and 08 seconds East a distance of 50.31 feet; thence North 00 degrees, 01 minutes, and 31 seconds East along the Easterly line of the Northeast Quarter of section 7 a distance of 1336.10 feet to the Old Stone at the Northeast corner of the South Half of the Northeast Quarter of section 7; thence South 89 degrees, 27 minutes, and 28 seconds West along the Northerly line of the South Half of the Northeast Quarter of section 7 a distance of 2680.60 feet to the Westerly line of section 7; thence South 00 degrees, 49 minutes, and 11 seconds East along said West line a distance of 438.52 feet; thence South 00 degrees, 03 minutes, and 45seconds East continuing along said Westerly line of section 7 a distance of 2135.80 feet to the center line of Bethel School Road; thence North 85 degrees, 44 minutes, and 57 seconds East along said center line a distance of 76.18 feet; thence continuing Easterly along said center line bearing a curve to the right having a radius of 764.49 feet a chord bearing South 87 degrees, 45 minutes, and 29 seconds East a chord distance of 172.89 feet; thence North 08 degrees, 44 minutes, and 05 seconds East a distance of 64.81 feet; thence along a curve to the right having a radius of 25.00 feet a chord bearing North 37 degrees, 30 minutes, and 31 seconds West a chord distance of 31.61 feet; thence North 01 degrees, 42 minutes, and 35 seconds East a distance of 115.60 feet; thence North 39 degrees, 33 minutes, and 27 seconds East a distance of 299.55 feet; thence along a curve to the right having a radius of 25.00 feet a chord bearing South 21 degrees, 05 minutes, and 21 seconds East a chord distance of 16.14 feet; thence along a curve to the left having a radius of 50.00 feet a chord bearing South 81 degrees, 31 minutes, and 27 seconds East a chord distance of 98.25 feet; thence South 70 degrees, 47 minutes, and 44 seconds East a distance of 242.75 feet to a point on the West line of lot 6 of section 7; thence North 00 degrees, 00 minutes, and 06 seconds West along said West line a distance of 880.89 feet to the Northwest corner of lot 6; thence North 89 degrees, 46 minutes, and 59 seconds East along the Northerly line of lots 6, 7, 8, and 9 of section 7 a distance of 1905.28 feet to the point of beginning and containing 101.61 +/- acres.

Parcel ID Numbers: 04-07.0-200-019 & 04-07.0-200-020



\* A 0 2 2 7 6 2 8 4 1 1 \*

A02276284

MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL

08/18/2011 10:28:56AM

TOTAL FEE: \$27.00

PAGES: 11

After recording please return to:

City Clerk  
City of O'Fallon  
255 S. Lincoln  
O'Fallon, Illinois 62269

(The space above is reserved for use by the St. Clair  
County Recorder's office)

### CITY CLERK'S CERTIFICATE

I, PHILIP A. GOODWIN, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2011-47 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 1<sup>st</sup> day of August 2011, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 18 day of Aug 2011.

Philip A. Goodwin  
City Clerk  
St. Clair County, O'Fallon, Illinois



CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2011 - 47

**AUTHORIZING THE MAYOR TO SIGN AN ANNEXATION AGREEMENT  
WITH FOREST HILLS HOLDING COMPANY, LLC FOR THE SWAIN FARM  
LOCATED ON BETHEL ROAD**

**WHEREAS**, a proposed annexation agreement has been filed with the City Clerk of the City of O'Fallon by Forest Hills Holding Company, LLC for the Swain Farm on Bethel Road, to include a portion of Parcel Number 04-07.0-200-018; and

**WHEREAS**, the proposed annexation agreement has been reviewed and has been determined to be beneficial to the public welfare; and

**WHEREAS**, a public hearing on such terms of the annexation agreement was held on August 1, 2011, before the O'Fallon City Council.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF O'FALLON, ILLINOIS THAT:**

- 1) The Mayor is authorized to sign an annexation agreement between the City of O'Fallon and Forest Hills Holding Co, LLC for the Swain Farm on Bethel Road in substantially the form of the agreement attached to and made an integral and continuing part of this resolution by reference.
- 2) The City of O'Fallon hereby agrees with all terms and conditions as indicated therein.
- 3) This resolution shall be come effective immediately upon its adoption by the City Council.

Resolved by the Mayor and City Council of the City of O'Fallon this 1<sup>st</sup> day of August 2011.

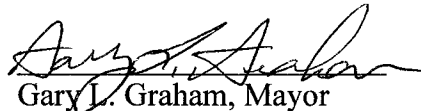
Attest:



Philip A. Goodwin, City Clerk



Approved:



Gary L. Graham, Mayor

## PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this 1<sup>st</sup> day of August 2011, by and between Forest Hills Holding CO., LLC ("Owner"), and the City of O'Fallon (the "City") a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and City Council (collectively, "Corporate Authorities").

A. Owner is the owner of record of certain parcels of real property located on Bethel Road, Parcel Number(s) Part of 04-07-200-018 and is contiguous to or is expected to be contiguous to the City of O'Fallon in St. Clair County, Illinois, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Parcel").

B. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, a proposed Pre-Annexation Agreement in substance and form the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the City.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and in compliance with the ordinances, codes, and regulations of the City in effect as of the date hereof, or as may hereinafter be enacted, the parties hereto hereby agree as follows:

**1 Annexation.** Owner has filed with the City Clerk Petition(s) for Annexation of the Parcel(s) to the City conditioned on the terms and provisions of this Agreement, which petition(s) having been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the City. A copy of said Petition(s) are attached hereto as Exhibit C and made a part hereof. The Petition(s) may not be withdrawn by the owner and shall be effective immediately upon the Parcel becoming contiguous to the City. To the extent that the Parcel is not yet contiguous to the City, Owner agrees to execute such additional Petition in the future as may be required by the City upon the Parcel becoming contiguous to the City boundary. Subject to the requirements and conditions herein and satisfaction of the conditions of the Petitions for Annexation, the City agrees to annex the Parcel by agreement pursuant to 65 ILCS 5/11-15.1-1, *et seq.* Owner has filed with the City Clerk a preliminary Plat of Annexation, which contains an accurate map of the Parcel, which Plat is attached hereto as **Exhibit B** and made a part hereof.

### 2. Miscellaneous

- (a) This Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that the obligations to the City shall survive such termination to the extent not inconsistent with 65 ILCS 5/11-15.1-1.
- (b) The Parcel, or portion thereof, shall be zoned Agriculture by the City upon annexation. The Owner shall retain the right to petition to rezone their property to SR-1 Single-Family, pursuant to the laws of the City, during the term of the agreement. The City agrees that it will not seek to rezone the Parcel to another zoning district classification without the written petition of the Owner for the duration of the agreement.
- (c) The City will upon request by the Owners initially annex an area of the Parcel approximately 300' wide as shown on the attached Plat. The City will not annex the remainder of the Parcel unless subsequently requested in writing by the Owners, or until such time as Owners request Rezoning and/or Subdivision of the Parcel. Upon the Owner's request for Rezoning or Subdivision of the Parcel, the Owners will petition to annex and the City will annex the remainder of the Parcel as shown in the attached Plat.
- (d) Water Supply and Service. The City agrees to supply fresh, potable water to the Development Parcel in quantities and pressure sufficient in all respects to serve the needs of the Development Parcel and the persons therein. The City agrees to reimburse the Developer for his construction of a waterline extension to the Development Parcel, subject to Paragraph (f) herein. The City shall obtain any necessary easements for construction of such water main to the entrance road of the Development Parcel or approvals as may be necessary to place such lines in available right of way. So long as City water is available, Developer and Development Parcel shall be required to use water exclusively from City; provided that Developer is not precluded from obtaining water from any other source prior to City water being available to the Development Parcel. The supply to the interior of the Development shall be subject to otherwise applicable conditions and usage, tap-in, extension, or other related charges. The

Development Parcel shall be subject to normal water tap fees plus a surcharge fee on each lot to recover the City's cost of extending the water main along Bethel Road. The City agrees that construction of the water main will be complete at the time of final plat approval of the first phase of lot development. The Owner (or its successor in title) shall pay such tap fee and surcharge for each lot at the time of and as a condition of application for a building permit to build a dwelling on each lot in the Development Parcel.

- (e) Sanitary Sewer Supply and Service. The City agrees to reimburse the developer for his construction of a sanitary sewer force main to the Development Parcel, subject to Paragraph (f) herein, in size and capacity sufficient in all respects to serve the need of the Development Parcel and the persons therein. The City shall obtain any necessary easements for construction of such sanitary sewer force main to the entrance road of the Development Parcel or approvals as may be necessary to place such lines in available right of way. The sanitary sewer service to lots in the interior of the Development shall be subject to otherwise applicable conditions and usage, tap-in, extension, or other related charges. The Owner (or its successor in title) shall pay such sewer tap fee and surcharge fee for each lot at the time of and as a condition of application for a building permit to build a dwelling on each lot in the Development Parcel. The developer will be responsible for installation of a lift station necessary to serve the Parcel, if one is deemed necessary.
- (f) The City's reimbursement to the Developer for his extension of water and sewer lines to the Development Parcel shall not exceed \$150,000.
- (g) The Developer shall provide the City with such easements and/or right of way on the Parcel as shall be determined necessary to provide water and sewer service to the Parcel.
- (h) Annexation Fee and Parkland Fee. Notwithstanding any other City Ordinance to the contrary, the Developer shall be required to pay an Annexation Fee of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) per lot and a Parkland Fee of EIGHT HUNDRED SIXTY FIVE DOLLARS (\$865) as payment to the City intended in part to defray the City's costs relating to this annexation and in providing services to the Subdivision and services as may benefit the residents of the Subdivision. The Owner (or its successors in title) shall pay such Annexation Fee and Parkland Fee for each lot at the time of and as a condition of application for a building permit to build a dwelling on each lot in the Development Parcel. Payment of this Annexation Fee and Parkland Fee shall be a fundamental condition of any building permit and shall be binding as to such permits issued both prior to and after annexation and expiration of this Agreement.
- (i) The City will allow a variance for the most northerly east-west cul-de-sac to be in excess of 800 feet due to topography as shown in Exhibit "D", to be provided pursuant to and consistent with the laws and procedures of the City.
- (j) The Parcel shall be subject to all laws, codes, ordinances, fees, annexation fees, taxes, usage charges, and regulations of the City, now existing or as may hereinafter be amended, enacted or enforced, and nothing herein shall be interpreted to limit the enforceability or application of such, except as provided herein;
- (k) This Agreement and the obligations of Owner hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Parcel, and may be recorded with the St. Clair County Recorder of Deeds and be binding on successor owners of the parcel or any portion thereof.
- (l) The undersigned persons whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation indicated below, and (iv) to have signed this Agreement on their own behalf or

on behalf of such municipal corporation as their own free acts and deeds and for the free acts and deeds of such municipal corporation after opportunity to consult with legal counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.



CITY OF O'FALLON  
A Municipal Corporation,  
County of St. Clair  
State of Illinois

ATTEST:

*[Signature]*

By: *[Signature]*

Name: Philip A. Goodwin

Name: Gary L. Graham

Title: City Clerk

Title: Mayor

OWNER:

*[Signature]*

OWNER:

*[Signature]*

DATED:

8-4-11

DATED:

8-4-11

BY:

RICHARD J. GONARD

BY:

KEITH G. CARSON

ATTEST:

notary

ATTEST:

notary

State of Illinois

County of St. Clair

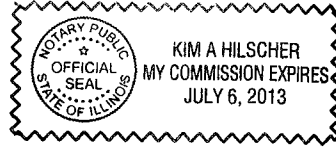
SUBSCRIBED AND SWORN to before me this 4<sup>TH</sup> day of AUGUST, 2011.

*[Signature]*  
Notary Public

O'Fallon, Illinois

My Commission expires:

7/6/2013





**LIST OF EXHIBITS**

- A. Legal Description of Parcel
- B. Plat of Annexation
- C. Annexation Petition
- D. Proposed Street Configuration

Exhibit "A"

SHERBUT-CARSON-CLAXTON, LLC  
CIVIL ENGINEERS – LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS

J.G. Sherbut, P.E., L.S. (1979-2004)  
Keith G. Carson, L.S.

4 MEADOW HEIGHTS PROFESSIONAL PARK  
COLLINSVILLE, ILLINOIS, 62234  
(618) 345-5454  
(618) 345-3017 Fax  
email: [info@sherbutpc.com](mailto:info@sherbutpc.com)

David B. Claxton, P.E., L.S.  
Michael J. Graminski, L.S.

Land Being Annexed to the City of O'Fallon, Illinois  
Part of Proposed Swain Farm Development Property  
Being 21.93 plus or minus Acres

Part of the East Half of Section 7, Township 2 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

Commencing at the iron pin found at the southeast corner of Section 7; thence North 0 degrees 19 minutes 08 seconds East along the east line of Section 7, a distance of 2620.02 feet to the northeast corner of Lot 9 of the Southeast Quarter of Section 7 and being the Point of Beginning of the tract described herein; thence continuing North 0 degrees 19 minutes 08 seconds East along the east line of Section 7, a distance of 50.31 feet; thence North 00 degrees 01 minutes 31 seconds East continuing along the east line of Section 7, a distance of 1336.10 feet to the old stone found at the northeast corner of the South Half of the Northeast Quarter of Section 7; thence South 89 degrees 27 minutes 28 seconds West along the north line of the South Half of the Northeast Quarter of Section 7, a distance of 2100.00 feet; thence South 00 degrees 32 minutes 32 seconds East, a distance of 300.00 feet; thence North 89 degrees 27 minutes 28 seconds East and parallel with the north line of the South Half of the Northeast Quarter of Section 7, a distance of 1797.01 feet; thence South 00 degrees 01 minutes 31 seconds West, a distance of 1084.69 feet to the north line of the aforementioned Lot 9 of the Southeast Quarter of Section 7; thence North 89 degrees 46 minutes 59 seconds East along said north line of Lot 9, a distance of 300.00 feet to the Point of Beginning and containing 21.93 acres, more or less.

MJG  
7/22/11  
Job No. 2249-annex

part of  
parcel 04-07.0-200-018

RECEIVED AUG 01 2011

EXHIBIT "A"  
ANNEXATION PLAT

Exhibit "B"

Land being annexed to the City of O'Fallon

PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 2 NORTH RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS.



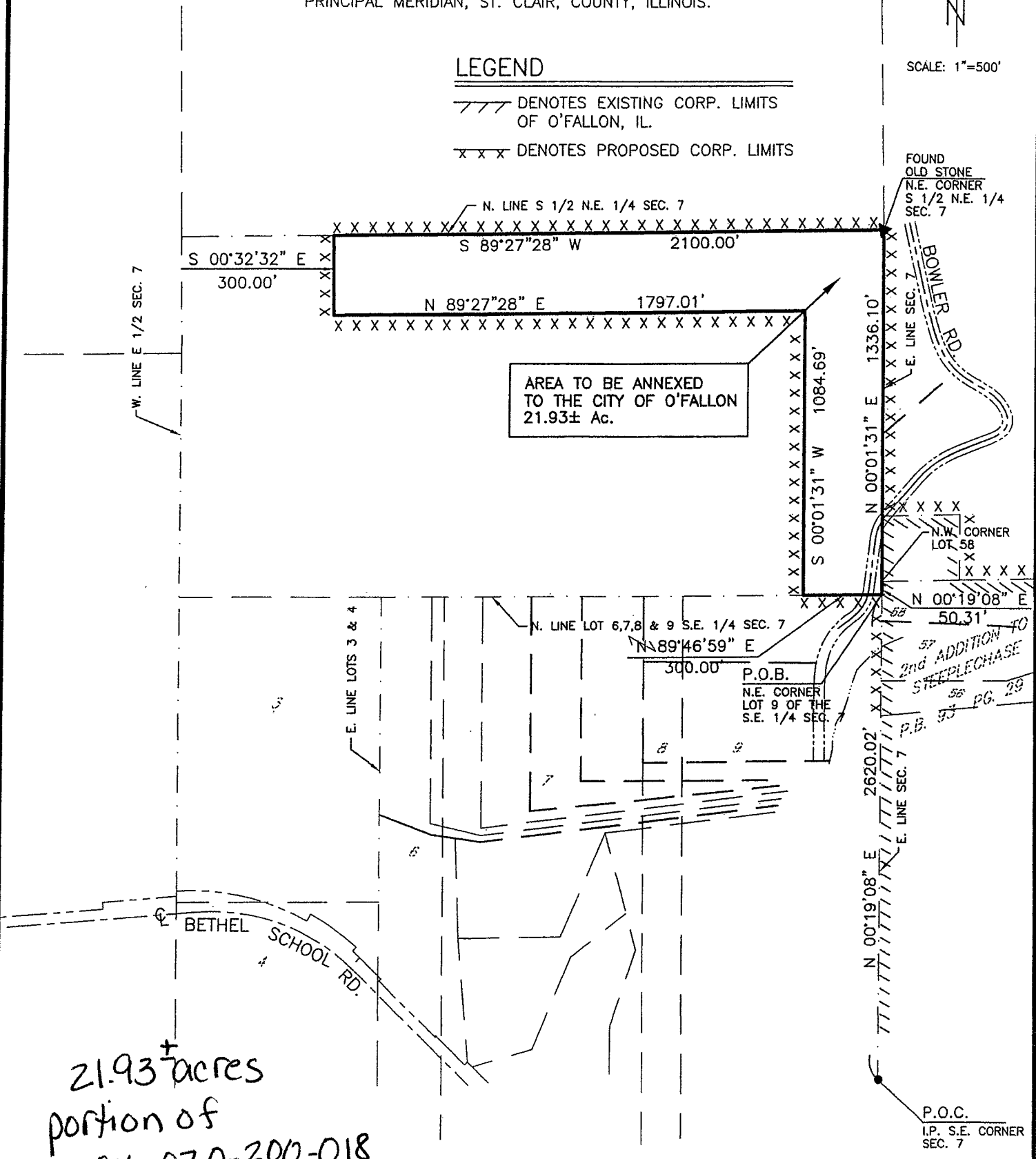
SCALE: 1"=500'

LEGEND

//// DENOTES EXISTING CORP. LIMITS OF O'FALLON, IL.

x x x DENOTES PROPOSED CORP. LIMITS

AREA TO BE ANNEXED TO THE CITY OF O'FALLON 21.93± Ac.



21.93± acres  
portion of  
04-07.0-200-018

Prepared By:  
SHERBUT-CARSON-CLAXTON, LLC  
4 Meadow Heights Professional Park  
Collinsville, Illinois 62234

RECEIVED AUG 01 2011

EXHIBIT C

PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS

The undersigned Petitioner hereby respectfully petition to annex to the City of O'Fallon, St. Clair County, Illinois, the tract of land described as follows:

PARCEL NUMBER(S): PART OF 04-07-20-016 & 04-07-200-017

*(consolidated into 7 04-07.0-200-018)*

ADDRESS(ES): 21.93 ± acres on Bowler Road

(See attached Exhibits "A")(hereinafter the "Tract")

and states as follows:

1. The Tract is not within the corporate limits of any municipality.
2. The Tract is contiguous to the City of O'Fallon, St. Clair County, Illinois.
3. There are 0 electors residing on the Tract.
4. The Petitioners are the sole owners of record of all land within the Tract, and they have also executed this Petition as such owners.
5. This Petition is conditioned on the provisions of a certain Annexation Agreement between the City of O'Fallon by and through its Mayor and City Council and Petitioners.

WHEREFORE, Petitioners respectfully request that the corporate authorities of the City of St. Clair County, Illinois, annex the Tract to said City in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

OWNER: *Richard J. Gorald*  
 DATED: 8-4-11  
 BY: RICHARD J. GORALD  
 ATTEST: notary

OWNER: *Keith G. Carson*  
 DATED: 8-4-11  
 BY: KEITH G. CARSON  
 ATTEST: notary

State of Illinois  
County of St. Clair  
SUBSCRIBED AND SWORN to before me this 4<sup>TH</sup> day of AUGUST, 2011.

*Kim A. Hilscher*  
Notary Public

O'Fallon, Illinois

My Commission expires: 7/6/2013

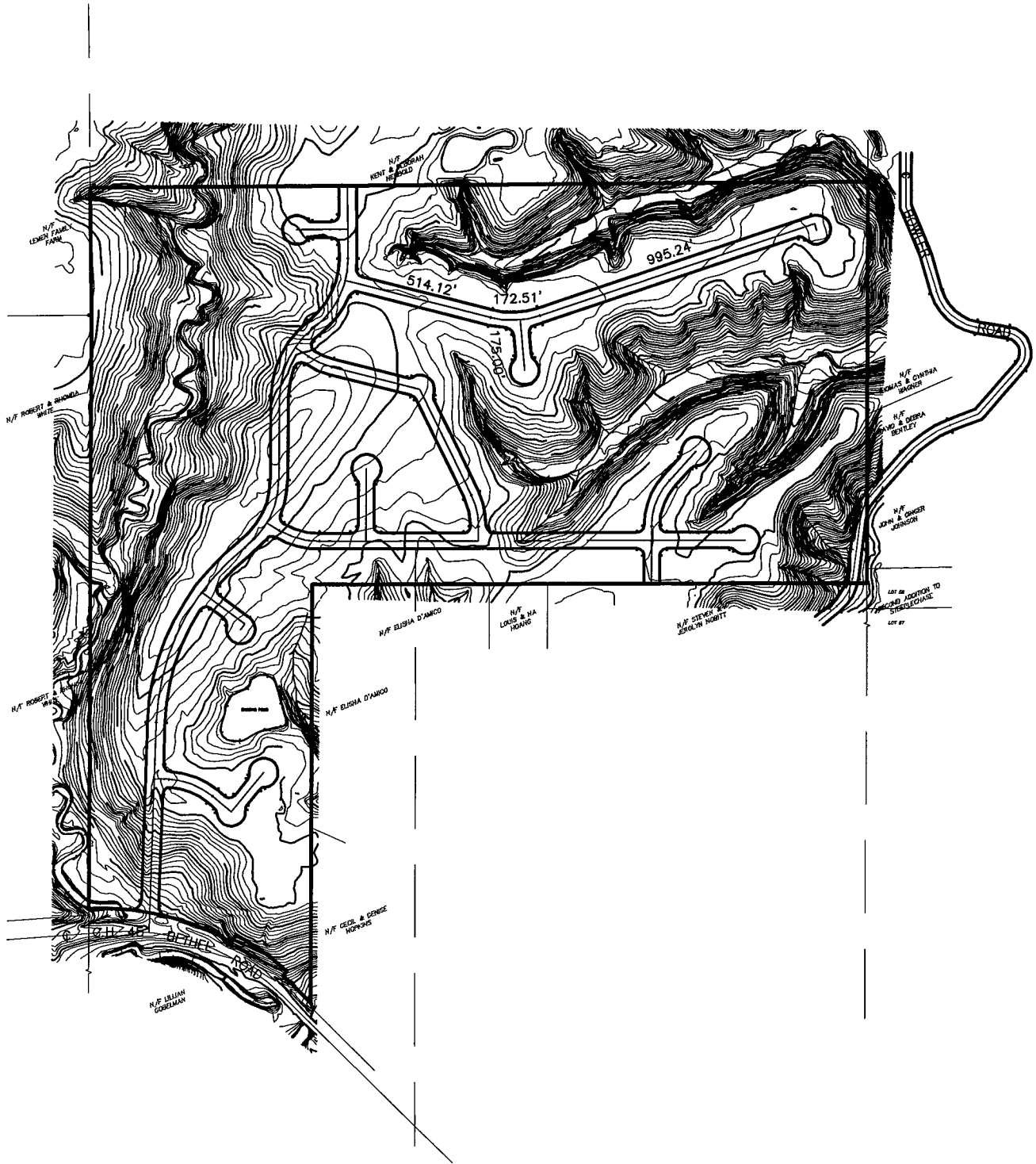


**STREET LOCATION CONCEPT**

PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 2 NORTH RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR, COUNTY, ILLINOIS.



SCALE: 1"=500'



Prepared By:  
SHERBUT-CARSON-CLAXTON, LLC  
4 Meadow Heights Professional Park  
Collinsville, Illinois 62234

RECEIVED

PORTION OF SWAIN FARM  
FOREST HILLS HOLDING CO, LLC  
APPROX. 188 ACRES  
21.93±

1910 BOWLER RD.  
JOHN & GINGER JOHNSON  
APPROX. 1.65 ACRES

BOWLER RD

FOREST HILLS

STANTON LN

MISS ROBE BLVD

WILSON

BENTWATER LN

SADDLEWOOD

MISS ROBE CT

LAUREL CT

LAUREL CT

NORTHERN AVENUE LN

COUNTRY LN

SR-1

A



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
ORDINANCE 623, ZONING  
DISTRICTS OF THE  
CITY OF O’FALLON,  
ILLINOIS (DEVELOPMENT KNOWN  
AS “BETHEL FARMS” SUBDIVISION,  
INCLUDING PARCEL NUMBERS:  
04-07.0-200-019 & 04-07.0-200-020**

**WHEREAS**, the applicant, Forest Hills Holding Co., LLC, proposes to Subdivide 101.17 acres of land into Single-Family residential lots north of Bethel Road and has requested and heretofore filed a petition with the City of O’Fallon for a zoning change of the property currently located in St. Clair County, zoned Agriculture, A and Agriculture, A in the City of O’Fallon, and is proposed for annexation into the City of O’Fallon and rezoning as “SR-1” Single Family Residence Dwelling District, pursuant to the proposed development shown on the attached Preliminary Plat (Exhibit A); and

**WHEREAS**, the developer will be responsible for paying to the City of O’Fallon a fee in lieu of 1.71 acres of park land dedication in the amount \$87,365; and

**WHEREAS**, the applicant has filed an application with the City of O’Fallon, Illinois pursuant to the requirements of all applicable laws; and

**WHEREAS**, the developer has requested that a variance be granted by the City Council to allow for a variance to exceed the 800 foot maximum length requirement for dead-end streets as shown in the attached preliminary plat (Exhibit A), and the City Council has determined that such variance to the dead-end street is reasonable; and

**WHEREAS**, said Planning Commission of the City of O’Fallon, Illinois held a public hearing on July 14, 2015, in accordance with state statute, and recommended to approve the petitioner’s request to obtain SR-1 Single Family Residence Dwelling District zoning for the property with a vote of 7-ayes to 0-nayes; and

**WHEREAS**, on July 27, 2015 the Community Development Committee of the City Council reviewed the preliminary plat and recommended approval with a vote of 5-0.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O’FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

**Section 1. Approval of the Zoning Amendment.** That upon the effective date of this Ordinance, the described property, known as “Bethel Farms” Subdivision, be henceforth classified as zoning district SR-1 Single Family Residence Dwelling District as shown on the attached Exhibit A.

**Section 2. Filing.** A Certified Copy of this ordinance, with all referenced attachments, shall be filed with the City Clerk's office of the City of O'Fallon, Illinois.

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

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\*\*\*\*\*

ATTEST:

Approved by the Mayor this \_\_\_\_\_ day

(seal)

of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

| ROLL CALL: | McCoskey | Meile | Albrecht | Kueker | Mouser | Hagarty | Roach | SUB TOTALS |
|------------|----------|-------|----------|--------|--------|---------|-------|------------|
| Aye        |          |       |          |        |        |         |       |            |
| Nay        |          |       |          |        |        |         |       |            |
| Absent     |          |       |          |        |        |         |       |            |

| ROLL CALL: | Smallheer | Bennett | Marsh | Holden | Drolet | Cozad | Gerrish | SUB TOTALS | SUM OF TOTALS |
|------------|-----------|---------|-------|--------|--------|-------|---------|------------|---------------|
| Aye        |           |         |       |        |        |       |         |            |               |
| Nay        |           |         |       |        |        |       |         |            |               |
| Absent     |           |         |       |        |        |       |         |            |               |

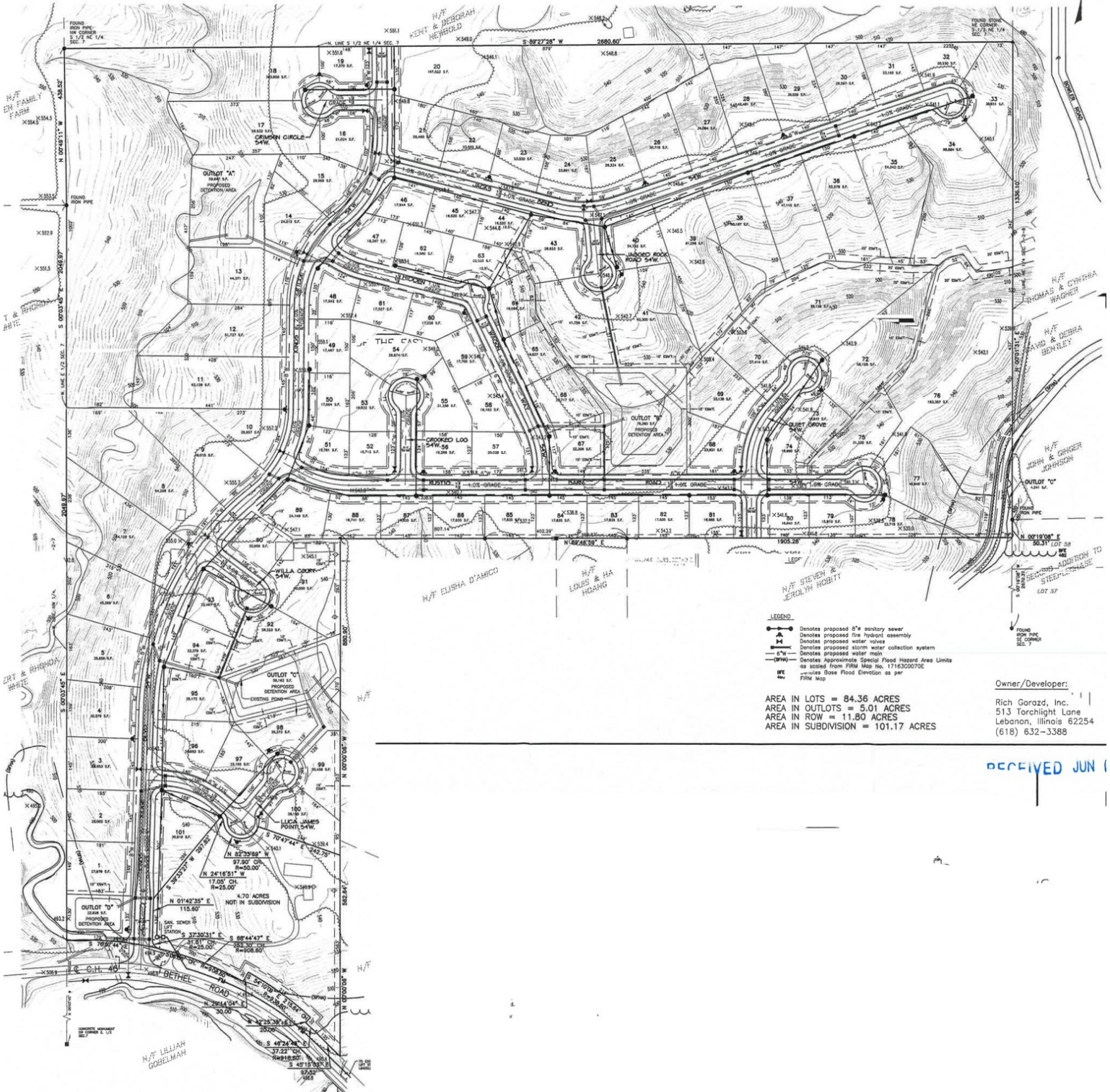
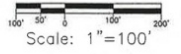


**EXHIBIT "A"**

**PRELIMINARY PLAT**

# BETHEL FARMS

PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 2 NORTH,  
RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS.



- LEGEND**
- Denotes proposed 8" sanitary sewer
  - Denotes proposed fire hydrant assembly
  - ▲— Denotes proposed water valves
  - Denotes proposed storm water collection system
  - Denotes proposed water mains
  - Denotes proposed water meter
  - Denotes Approximate Special Flood Hazard Area Limits as noted from FEMA Map No. 171620070C
  - ME Denotes Base Flood Elevation as per FEMA Map

AREA IN LOTS = 84.36 ACRES  
 AREA IN OUTLOTS = 5.01 ACRES  
 AREA IN ROW = 11.80 ACRES  
 AREA IN SUBDIVISION = 101.17 ACRES

**Owner/Developer:**  
 Rich Garand, Inc.  
 513 Torchlight Lane  
 Lebanon, Illinois 62254  
 (618) 632-3388

RECEIVED JUN 1

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
ORDINANCE 623, ZONING  
DISTRICTS OF THE  
CITY OF O’FALLON, ILLINOIS  
(DEVELOPMENT KNOWN AS  
“LAKE AT ST. ELLEN’S PLAZA”  
SUBDIVISION, INCLUDING PARCEL  
NUMBERS: 03-35.0-101-002,  
03-35.0-101-003, 03-35.0-101-004,  
03-35.0-101-005, 03-35.0-101-006, and  
03-35.0-101-007**

**WHEREAS**, the applicant, Lake St. Ellen, LLC, proposes to Subdivide 5.18 acres of land into Two-Family residential lots on the east side of Old Collinsville Road and has requested and heretofore filed a petition with the City of O’Fallon for a zoning change of the property currently located in the City of O’Fallon, as “MR-1(P)” Planned Two-, Three-, Four-Family Residence Dwelling District, pursuant to the proposed development shown on the attached Preliminary Plat (Exhibit A); and

**WHEREAS**, the applicant has filed an application with the City of O’Fallon, Illinois pursuant to the requirements of all applicable laws, including City Ordinance 3471, “Planned Uses”; and

**WHEREAS**, the developer will be responsible for paying to the City of O’Fallon a fee in lieu of 0.24 acres of park land dedication in the amount \$12,241; and

**WHEREAS**, the applicant has filed an application with the City of O’Fallon, Illinois pursuant to the requirements of all applicable laws; and

**WHEREAS**, said Planning Commission of the City of O’Fallon, Illinois held a public hearing on July 14, 2015, in accordance with state statute, and recommended to approve the petitioner’s request to obtain MR-1 (P) Planned Two-, Three-, Four-Family Residence Dwelling District zoning for the property with a vote of 7-ayes to 0-nayes; and

**WHEREAS**, on July 27, 2015 the Community Development Committee of the City Council reviewed the preliminary plat and recommended approval with a vote of 5-0.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O’FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

**Section 1. Approval of the Zoning Amendment.** That upon the effective date of this Ordinance, the described property, known as “Lake at St. Ellen’s Plaza” Subdivision, be henceforth classified as zoning district MR-1(P) Planned Two-, Three-, Four-Family Residence Dwelling District as shown on the attached Exhibit A.

**Section 2. Filing.** A Certified Copy of this ordinance, with all referenced attachments, shall be filed with the City Clerk's office of the City of O'Fallon, Illinois.

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

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\*\*\*\*\*

ATTEST:

Approved by the Mayor this \_\_\_\_\_ day

(seal)

of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

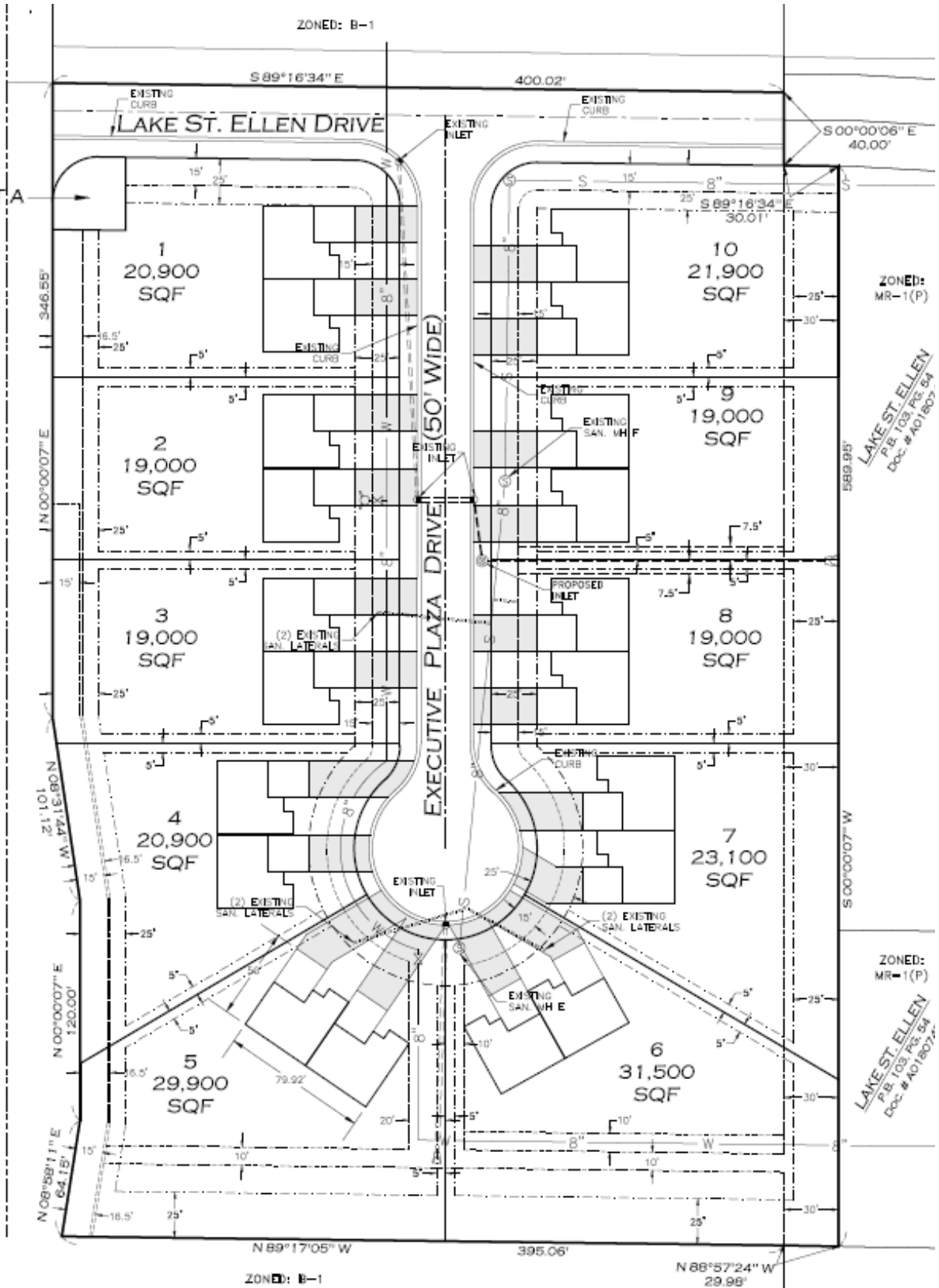
| ROLL CALL: | McCoskey | Meile | Albrecht | Kueker | Mouser | Hagarty | Roach | SUB TOTALS |
|------------|----------|-------|----------|--------|--------|---------|-------|------------|
| Aye        |          |       |          |        |        |         |       |            |
| Nay        |          |       |          |        |        |         |       |            |
| Absent     |          |       |          |        |        |         |       |            |

| ROLL CALL: | Smallheer | Bennett | Marsh | Holden | Drolet | Cozad | Gerrish | SUB TOTALS | SUM OF TOTALS |
|------------|-----------|---------|-------|--------|--------|-------|---------|------------|---------------|
| Aye        |           |         |       |        |        |       |         |            |               |
| Nay        |           |         |       |        |        |       |         |            |               |
| Absent     |           |         |       |        |        |       |         |            |               |

**EXHIBIT "A"**

**PRELIMINARY PLAT**

OTA  
52  
1F



ZONED: B-1

S 89°16'34" E

400.02'

EXISTING CURB  
LAKE ST. ELLEN DRIVE

EXISTING INLET

EXISTING CURB

S 00°00'06" E  
40.00'

346.55'

N 00°00'07" E

21.101  
1.14.49.15.80N

N 00°00'07" E  
120.00'

N 08°58'11" E  
64.15'

1  
20,900  
SQF

2  
19,000  
SQF

3  
19,000  
SQF

4  
20,900  
SQF

5  
29,900  
SQF

N 89°17'05" W

ZONED: B-1

EXECUTIVE PLAZA DRIVE (50' WIDE)

10  
21,900  
SQF

9  
19,000  
SQF

8  
19,000  
SQF

7  
23,100  
SQF

6  
31,500  
SQF

395.06'

N 88°57'24" W  
29.98'

ZONED:  
MR-1(P)

LAKE ST. ELLEN  
P.B. 103 PG. 54  
Doc. # 401807

ZONED:  
MR-1(P)

LAKE ST. ELLEN  
P.B. 103 PG. 54  
Doc. # 401807

589.95'

S 00°00'07" W



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## PROJECT REPORT

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**TO:** Planning Commission  
**FROM:** Justin Randall, Senior City Planner  
**THRU:** Ted Shekell, Community Development Director  
**DATE:** July 14, 2015  
**SUBJECT:** S15-06 & P2015-08: Resubdivision of Lake at St. Ellen's Plaza:  
Preliminary Plat & MR-1(P) Planned Use

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**Applicant:** Lake St. Ellen, LLC  
100 Regency Centre  
Collinsville, IL 62234

**Owner:** Lake St. Ellen, LLC  
100 Regency Centre  
Collinsville, IL 62234

**Submitted:** June 11, 2015

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### Project Summary

- Property located on the west side of Old Collinsville Road, approximately 0.6-mile south of Highway 50
- Subject property consists of 5.18 acres of the previously approved and constructed 6-lot business park known as Lake at St. Ellen's Plaza
- Resubdivision of the 6 lots commercial lots into 10 two-family residential lots (20 proposed dwelling units)
- Rezone the property from B-1 (P) Planned Community Business to MR-1(P) Planned 2-, 3-, 4-Family Residence Dwelling District
- Lot sizes ranging from 19,000 square feet to 31,500 square feet, average lot size of 22,420 square feet
- The gross density is 1.93 lots per acre; 3.86 dwelling units per acre
- Single access point from Old Collinsville Road via Lake St. Ellen Drive
- The developer will utilize existing water (City of O'Fallon) and sanitary sewer (Caseyville Township) services

### Background & Executive Summary

The applicant, Lake St. Ellen, LLC, is proposing to rezone and resubdivide 5.18 acres of a previously approved and constructed 6-lot business park known as Lake at St. Ellen's Plaza. The property is located on the west side of Old Collinsville Road, south of Highway 50. The property was rezoned in 2000 to B-1(P) as a part of a larger mixed use development, including the 6-lot business park and 67 duplex/villa lots (134 dwelling units). Three of the four phases of the duplex/villa development have been constructed, with the fourth phase pending until the Ashland Road extension is completed. The commercial portion of the development has not seen any development pressure since the project was constructed. Due to the lack of development of the commercial portion of the development, the applicant is requesting to convert the commercial portion of the project to the duplex/villa development.

Community Development Department

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

The applicant is requesting to rezone the property to MR-1(P), Two-, Three-, Four-Family Residence Dwelling District, with a planned use to allow for the duplex/villa development. In addition to the zone change and planned use, the applicant is seeking approval of a preliminary plat to resubdivide the 6 commercial lots into 10 lots for duplexes/villas (20 total dwelling units). The lot sizes range from 19,000 square feet to 31,500 square feet with an average lot size of 22,420 square feet.

The majority of the infrastructure and utilities associated with the subdivision has been constructed. The street is constructed in 50-foot right-of-way with 30 feet of pavement back of curb to back of curb. The development is serviced by an existing 8-inch water line (City of O'Fallon) and an 8-inch sanitary sewer line (Caseyville Township). Additionally, there is an existing storm sewer system constructed to convey stormwater to a detention area, which a portion will be relocated to be located on a new property line. Sidewalks will need to be installed on both sides of Executive Plaza Drive and along Old Collinsville Road. Electric and gas services are serviced by Ameren IP. Telephone and internet services are available through AT&T and cable and internet services are available through Charter.

### **Existing Conditions**

#### **Surrounding Zoning:**

North: B-1  
East: MR-1(P)  
South: B-1(P)  
West: B3 & BP (Fairview Heights)

#### **Surrounding Land Use:**

North: St. Clair Bowl  
East: Lake at St. Ellen subdivision with duplexes  
South: True Vine Christian Center Church  
West: The Louvre Salon & Spa and Casey Gas Station

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### **Applicable Ordinances, Documents and Reports**

#### **O'Fallon Comprehensive Plan:**

The O'Fallon Comprehensive Plan Future Land Use Map depicts the subject property as General Commercial and Neighborhood Residential. In Table 3.1 of the Comprehensive Plan, which identifies Future Land Uses, the Neighborhood Residential category indicates no more than 7 dwelling units per acre and the associated zoning district include SR-2 and SR-3, but indicates attached villas may be permitted through the planned use process. The proposed residential development is consistent with the Comprehensive Plan.

#### **Code of Ordinances:**

The proposed subdivision is subject to Chapter 154 (Subdivision) Chapter 155 (Development Manual) and Chapter 158 (Zoning) of the Code of Ordinance and must meet the Area-Bulk requirements for lot dimensions. The property is also subject to the MR-1, Two-, Three-, Four-Family Residence Dwelling District requirements.

#### **Public Notice:**

Public Notice of this project has been fulfilled in accordance with Section 158.255 and 158.256 of the City of O'Fallon Zoning Regulations. More specifically, the applicant has notified property owners within 250 feet of the subject property via certified mail of the filing of the zoning amendment. Additionally, the City has notified property owners within 250 feet of the subject parcel of the public hearing at least 15 days prior to the hearing and published notice of the public hearing in a local newspaper at least 15 days in advance. Proof of notification is on file with the City's Community Development Department.

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### **Rezoning & Planned Use Discussion Points**

#### **General Discussion:**

There are six tracts of land requested to be rezoned to MR-1(P), Two-, Three-, Four-Family Residence Dwelling District, totaling 5.18 acres. The initial zoning for the Lake St. Ellen's development zoned the residential component MR-1(P), which conforms to the Comprehensive Plan.



#### MR-1 Zoning District:

The MR-1 district allows for the development of Two-, Three-, and Four-Family dwelling units. The Old Collinsville Road corridor has a mixture of land uses, including a number of multi-family uses (Autumn Pine Apartments and Townhomes just to the north and the Lake St. Ellen's development to the east). Sound planning principles would tend to stray away from rezoning commercial property to residential land uses. However in this particular case, the site was approved for a professional service type business park and has remained undeveloped for 15 years. The lack of development in this subdivision with all utilities constructed indicates there is not a high demand for additional commercial services in this area of O'Fallon. Due to the mixture of commercial and higher density residential land uses in the area, if the property is not going to be developed commercially, the best use for the property would be two-family dwelling units.

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#### Preliminary Plat Discussion Points/Issues

##### General Discussion:

The resubdivision of Lake at St. Ellen's Plaza consists of 5.18 acres with 10 two-family lots in a MR-1(P) zoning district. The lot sizes range from 19,000 square feet to 31,500 square feet with an average lot size of 22,420 square feet, all which meet the area/bulk requirements of the MR-1 district.

##### Access and Circulation:

The resubdivision will utilize the existing street layout of Lake at St. Ellen's Plaza, which was approved and constructed previously. Executive Plaza Drive is a 400 foot long cul-de-sac, with access to Old Collinsville Road via Lake St. Ellen Drive. The street is constructed as local streets with 50-foot right-of-way with 30 feet of pavement back of curb to back of curb.

##### Drainage and Detention:

The site has an existing stormwater system that will require some modification to relocate one of the existing stormwater lines from an existing property line to the new property line. All drainage modifications must be reviewed and approved by Public Works Department.

##### Utilities:

The developer will be utilizing the existing water and sewer services. The City of O'Fallon provides water to the site, with an 8-inch water line, while the Caseyville Township has provided the subdivision with sanitary sewer service. Electric and gas services are available to the site and owned by Ameren IP. Telephone and internet services are available through AT&T and cable and internet services are available through Charter.

##### Street Trees, Landscape Berms, and Buffers:

The developer will install street trees in the 7' wide lawn between the curb and sidewalk every 50' along the streets in the Lake St. Ellen's Plaza subdivision. Additionally, the applicant will need to provide the required vegetative buffer and berm between the subdivision and Old Collinsville Road on the preliminary plat .

##### Open Space:

As detailed in Article 4 of Chapter 155 (Subdivisions), park lands are required to be constructed, or a fee in-lieu-of paid, whenever new residential subdivisions are constructed. Based on the average density of 1.97 persons per attached single family unit/duplexes, the subdivision's 20 dwelling units requires a total of 0.24 acres of Park Lands dedication. This is based on the 6 acres of park space per 1000 people. The subdivision's population estimate is 40 (20 x 1.97). A fee of \$12,241 will be necessary for the balance of 0.24 acres of park space if so required, equaling \$612 per unit (\$1,224 per lot).

**Criteria for considering General Rezoning applications:**

In considering any application for rezoning, the Commission and the Governing Body may give consideration to the criteria stated below to the extent that they are pertinent to the particular application. The Commission and Governing Body also may consider other factors that may be relevant to a particular application. The rezoning of the Reserves of Timber Ridge property appears to meet each of the following zoning criteria:

- a) the existing uses and zoning of nearby property;
- b) the extent to which property values are diminished by the particular zoning restrictions;
- c) the extent to which the destruction of property values of plaintiff promote the health, safety, morals or welfare of the public;
- d) the relative gain to the public as compared to the hardship imposed upon the individual property owner;
- e) the suitability of the subject property for the zoned purposes;
- f) the length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property;
- g) the care that the community has taken to plan its land use development, and
- h) the community need for the proposed use.

---

**Conclusion and Recommendation**

Staff recommends approval of the Preliminary Plat and the Planned Use rezoning to MR-1(P) with the following conditions:

- 1. Sidewalks will need to be installed on both sides of Executive Plaza Drive and along Old Collinsville Road.
- 2. The park dedication requirement is 0.24 acres with the requirement being fulfilled through a fee in lieu of land in the amount of \$12,241, \$612.00 per unit (\$1,224 / lot).

**Attachments**

- 1. Project Application & Narrative
- 2. Zoning Map
- 3. Surrounding Land Use Map
- 4. Preliminary Plat



Planned Use / Re-Zoning Application

NAME OF PROJECT: Resubdivision of Lake St. Ellen Plaza

ADDRESS/GENERAL LOCATION: Executive Plaza Drive

SUBDIVISION NAME & LOT NUMBER(S): Lake St. Ellen Plaza - Lot No. 1-6

PARCEL NUMBER(S): 03350101002, -003, -004, -005, -006, 007

CITY OF O'FALLON

PLEASE CHECK THE TYPE OF APPLICATION (PLEASE CHECK ONE):

- PLANNED USE
- RE-ZONING (STANDARD MAP AMENDMENT)

JUN 12 2015

DATE PAID

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

PRESENT ZONING: B-1(P)

PROPOSED NUMBER OF BUILDINGS: 10

PROPOSED ZONING: MR-1 (P)

PROPOSED GROSS FLOOR AREA: 2,714

PROPOSED # OF LOTS: 10

AREA IN ACRES: 5.18

PROPOSED # OF DWELLING UNITS: 20

PRESENT USE: COMMERCIAL

APPLICANT INFORMATION:

NAME: \_\_\_\_\_

COMPANY: Lake St. Ellen, L.L.C.

ADDRESS: 100 Regency Centre  
Collinsville, Illinois 62234

PHONE: (618) 346-7878

FAX: (618) 346-7877

EMAIL: \_\_\_\_\_

DESIGN PROFESSIONAL INFORMATION:

NAME: Clifford G. Huelsmann


COMPANY: Netemeyer Engineering Assoc., Inc.

ADDRESS: 3300 Highline Road  
Aviston, Illinois 62216-1018

PHONE: (618) 228-7816

FAX: (618) 228-7900

EMAIL: cliff@netemeyerengineering.com

  
SIGNATURE OF APPLICANT

  
SIGNATURE OF DESIGN PROFESSIONAL

|  |   |
|--|---|
| DATE RECEIVED: <b>RECEIVED JUN 11 2015</b> | STAFF USE ONLY                            |
| APPLICATION RECEIVED BY: _____             | PROJECT ID#: <u>P2015-08</u>              |
| APPLICATION FEE: <u>\$250.00</u>           | STAFF ASSIGNED: <u>J. Randall</u>         |
|  | PLAN REVIEW FEE DEPOSIT REC'D: <u>N/A</u> |

5

CITY OF O'FALLON  
JUN 12 2015  
DATE PAID

**CITY OF O'FALLON, ILLINOIS**  
**APPLICATION FOR APPROVAL OF PRELIMINARY SUBDIVISION PLAT**

RECEIVED JUN 12 2015

(To be submitted with Filing Fee (\$150.00 plus \$10.00 per lot) payable to "City of O'Fallon" and a separate check for Engineering Plan Review Fee payable to "Rhutasel and Associates, Inc.")

S15-06

Date: 6-5-15

Name of Subdivision: Resubdivision of Lake St. Ellen Plaza

Name, Address, and Phone Number of Subdivider: Lake St. Ellen, L.L.C.

100 Regency Centre, Collinsville, Illinois 62234

Name, Address, and Phone Number of Engineer: Netemeyer Engineering Associates, Inc.

3300 Highline Road, Aviston, Illinois 62216-1018 (618) 228-7816

Section: 35 Township: 2 North Range: 8 West

Area of Tract: 5.18 ac. Number of Proposed Lots: 10 Zoning: Proposed MR-1(P)

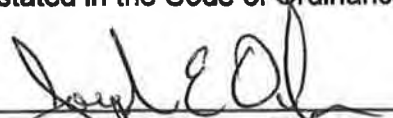
Property interest of applicant:  Owner ( ) Contract Purchaser ( ) Other \_\_\_\_\_

**APPLICANT'S CHECKLIST**

| <b>REQUIREMENTS FOR SUBMITTAL</b>                        | <b>(YES or NO)</b> |
|--|--------------------|
| PAYMENT OF FILING FEE                                    | <u>Y</u>           |
| PAYMENT OF ENGINEERING PLAN REVIEW FEE                   | <u>Y</u>           |
| 6 PRINTS OF SUBDIVISION PLAT & ONE (1) 11" x 17" COPY    | <u>Y</u>           |
| VARIANCES – (IF APPLICABLE) REQUESTS ATTACHED            | <u>N</u>           |
| NARRATIVE LETTER PROVIDING AN OVERVIEW OF PROJECT        | <u>Y</u>           |
| COMPLETION OF PRELIMINARY PLAT CHECKLIST                 | <u>Y</u>           |
| COMPLETION OF PAYMENT RESPONSIBILITY FORM                | <u>Y</u>           |
| PRIVATE SUBDIVISION REGULATIONS ATTACHED (IF APPLICABLE) | <u>Y</u>           |
| PHASE I DRAINAGE REPORT                                  | <u>Y</u>           |
| .PDF COPY OF PLAT  | <u>Y</u>           |
| SUBMITTAL IN CAD / GIS FORMAT (ON CD)                    | <u>Y</u>           |
| PROOF OF DEVELOPER'S OWNERSHIP INTEREST                  | <u>Y</u>           |

**\*SUBMISSION PACKETS MUST BE COMPLETED IN FULL OR THEY WILL NOT BE RECEIVED BY THE CITY.**

I HEREBY affirm that I am authorized by the Developer to complete this **Application for Preliminary Plat** and that this request is in compliance with Chapter 154: Subdivisions stated in the Code of Ordinances of the City of O'Fallon, as indicated.

  
Applicant's Signature

RECEIVED JUN 11 2015

## **NARRATIVE**

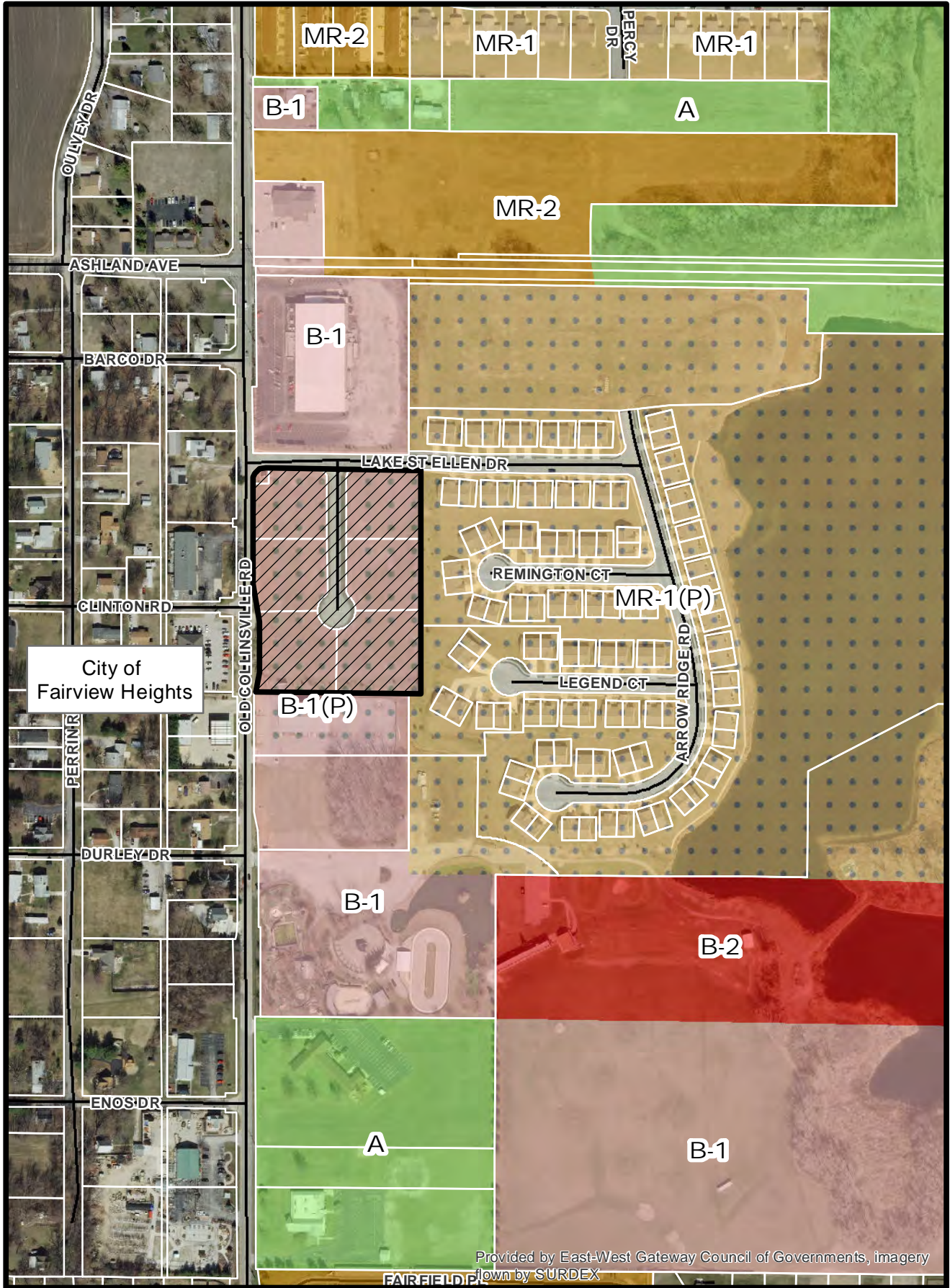
**RESUBDIVISION OF LAKE ST. ELLEN PLAZA**  
Part of the Northwest of Section 35,  
Township 2 North, Range 8 West of the 3rd P.M.,  
City of O'Fallon, St. Clair County, Illinois

This request is for rezoning of the existing commercial development Lake St. Ellen Plaza from B-1(P) Planned Community Business District to MR-1(P) Planned 2-, 3-, 4-Family District. The existing six (6) commercial lots contain a total of 5.18 acres and will be re-subdivided into ten (10) residential lots. The ten (10) proposed duplexes will be approximately 2,714 square feet per building and are permitted within the MR-1(P) zoning district classification. There is one existing entrance on the north side of this proposed development from the existing Lake St. Ellen Drive as shown on the preliminary plat. The street, storm sewer, sanitary sewer, and water have been installed. Drainage detention has been previously approved by the city for the commercial development.

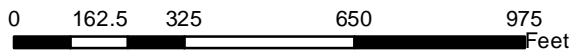
Utilities including sewer, water, gas and electric for this proposed building are to come from existing and proposed lines along the R.O.W. of the existing Executive Plaza Drive. The adjacent properties to the Northwest and Southwest are zoned B-1, the properties to the North and South are zoned B-1, and the property to the East is zoned MR-1 (P).

The applicant, Lake St. Ellen, L.L.C., is owner of the property.

# S15-06 & P2015-08: Lake at St. Ellen's Plaza - Zoning Map



 Subject Property

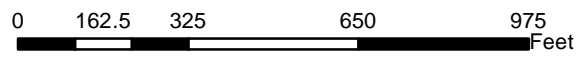


# S15-06 & P2015-08: Lake at St. Ellen's Plaza - Land Use Map



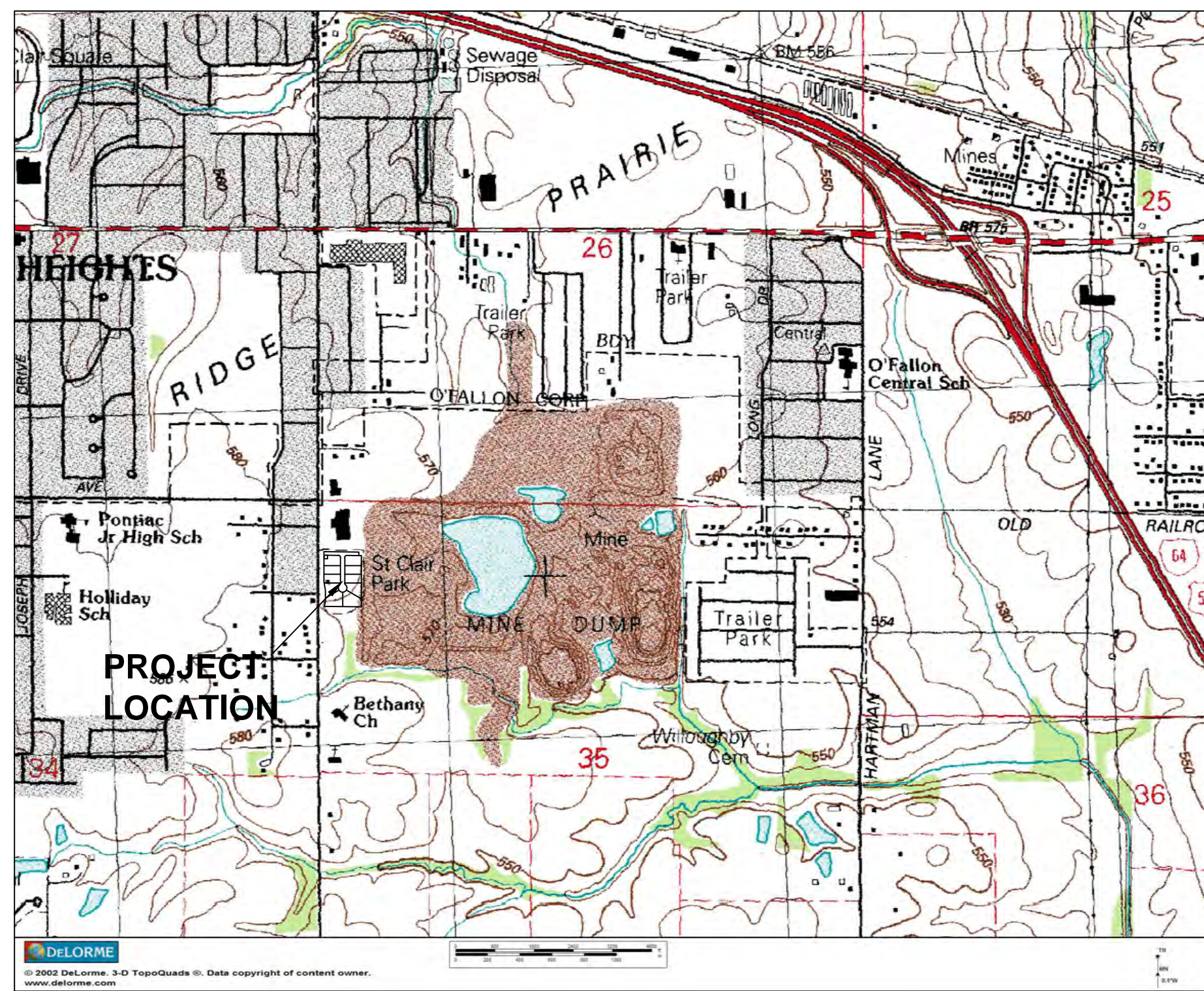
Provided by East-West Gateway Council of Governments, imagery  
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 Subject Property

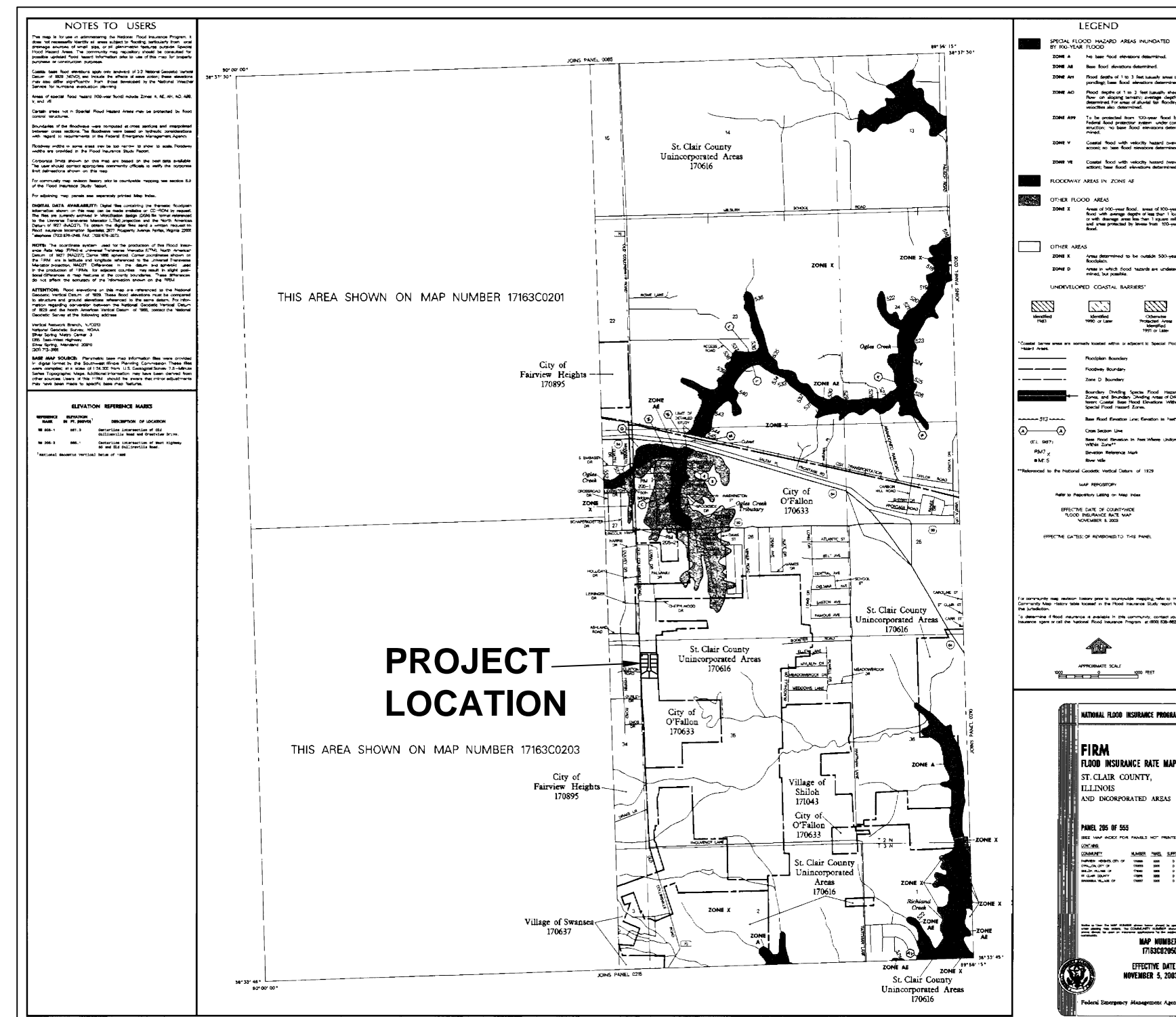




VICINITY MAP  
N.T.S.



USGS MAP  
N.T.S.



FEMA FIRM  
N.T.S.

# PRELIMINARY PLANS FOR RESUBDIVISION OF LAKE ST. ELLEN PLAZA

PART OF THE NORTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE 3RD P.M.,  
CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS  
REF.: P.B. 103, PG. 57

PROPOSED ZONING - MR-1

**JUNE 5, 2015**

## INDEX OF SHEETS

SHEET 1 - COVER SHEET  
SHEET 2 - PRELIMINARY PLAT

SITE ADDRESS:

###  
O'FALLON, IL 62269

EXISTING ZONING: B-1(P)

PROPOSED ZONING: MR-1(P)

BUILDING INFO:

10 RESIDENTIAL LOTS:

|                   |          |
|-------------------|----------|
| TOTAL GROSS AREA: | 5.18 ac. |
| PROPOSED R.O.W.   | 0.93 ac. |
| RESIDENTIAL LOT   | 4.22 ac. |
| COMMON AREA       | 0.03 ac. |

### APPLICANT & CONTRACT OWNER:

LAKE ST. ELLEN, LLC  
100 REGENCY CENTRE  
COLLINSVILLE, ILLINOIS 62234  
PH: (618) 346-7878 FAX: 618-346-7877

### ENGINEER / SURVEYOR:

NETEMEYER ENGINEERING ASSOCIATES, INC.  
3300 HIGHLINE ROAD  
AVISTON, ILLINOIS 62216-1018  
PH: 618-228-7816 FAX: 618-228-7900

NETEMEYER ENGINEERING  
ASSOCIATES, INC.

3300 Highline Road Aviston, IL 62216  
PHONE: (618) 228-7816  
FAX: (618) 228-7900

RESUBDIVISION OF LAKE ST. ELLEN PLAZA  
PART OF THE NORTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE 3RD P.M.,  
CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS  
REF.: P.B. 103, PG. 57

OSBORN DEVELOPMENT  
100 Regency Centre, Collinsville, Illinois 62234  
PH: (618) 346-7878

OWNER/DEVELOPER:

REVISIONS

| NO. | DATE |
|-----|------|
|     |      |
|     |      |
|     |      |
|     |      |

IRPE 062-037441

EXP. DATE: 12/31/2015



PATRICK R. NETEMEYER

JOB NO: 2008-225

DWG.: OSBORN-LAKE-ST-ELLEN-PLAZA-1

DRAWN BY: CGH

CHECKED BY: PRN

ISSUE DATE: 6-5-15

COVER SHEET

SHEET NO:

1

### LIST OF UTILITIES

|  |   |  |
|--|---|--|
| TELEPHONE - AT&T<br>203 GOETHE STREET<br>COLLINSVILLE, ILLINOIS 62234<br>PHONE: 618-346-6490           | GAS - ILLINOIS POWER COMPANY<br>P.O. BOX 428<br>BELLEVILLE, ILLINOIS 62222<br>PHONE: 618-236-6248     | SEWER - CASEYVILLE TOWNSHIP SEWER<br>SYSTEM<br>1 ECOLOGY DRIVE<br>OFALLON, ILLINOIS 62269<br>PHONE: 618-632-2414 |
| ELECTRIC - ILLINOIS POWER COMPANY<br>P.O. BOX 428<br>BELLEVILLE, ILLINOIS 62222<br>PHONE: 618-236-6248 | WATER - CITY OF O'FALLON<br>255 SOUTH LINCOLN AVE.<br>O'FALLON, ILLINOIS 62269<br>PHONE: 618-624-4500 | CABLE T.V. - CHARTER COMMUNICATIONS<br>317 WEST MAIN STREET<br>BELLEVILLE, ILLINOIS 62220<br>PHONE: 618-222-3116 |

### CITY COUNCIL APPROVAL

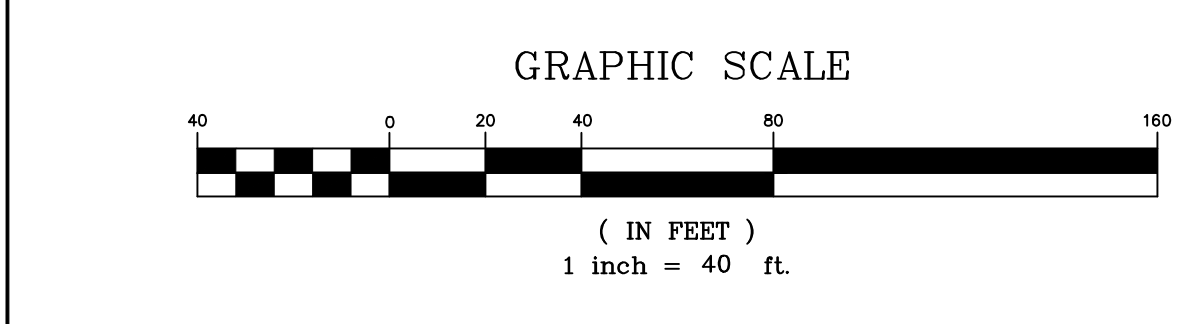
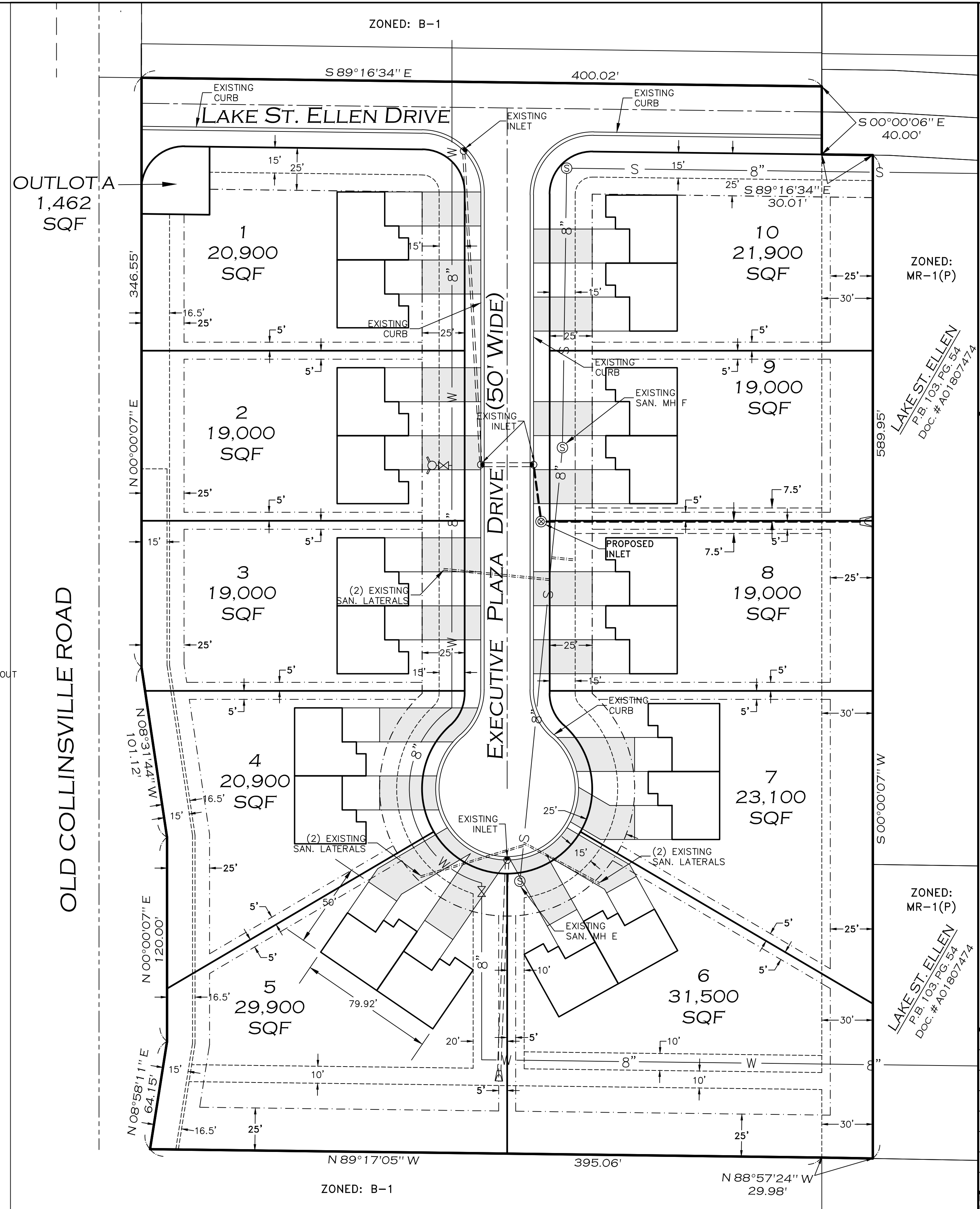
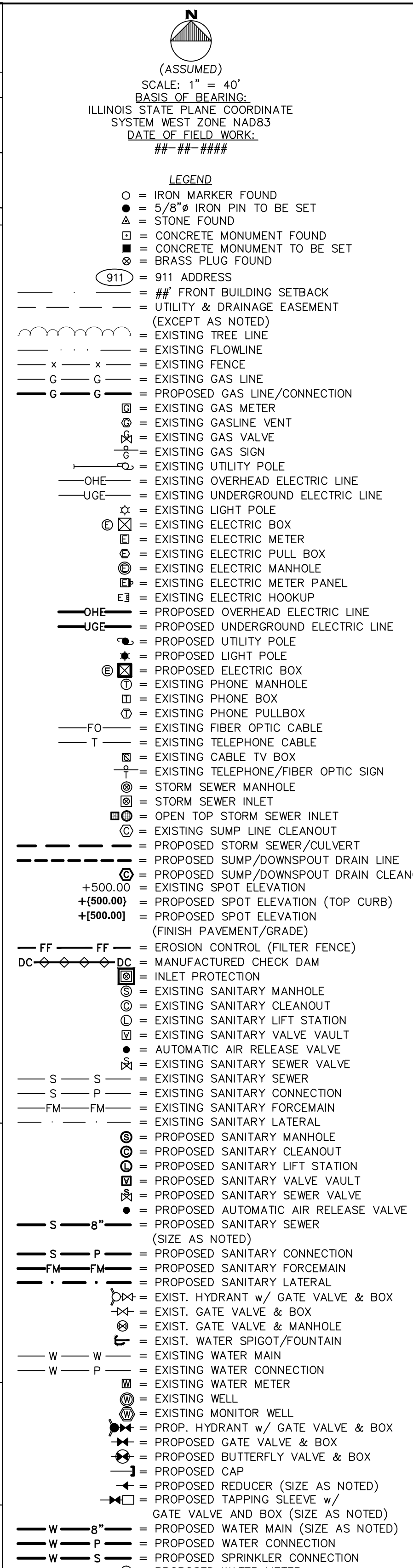
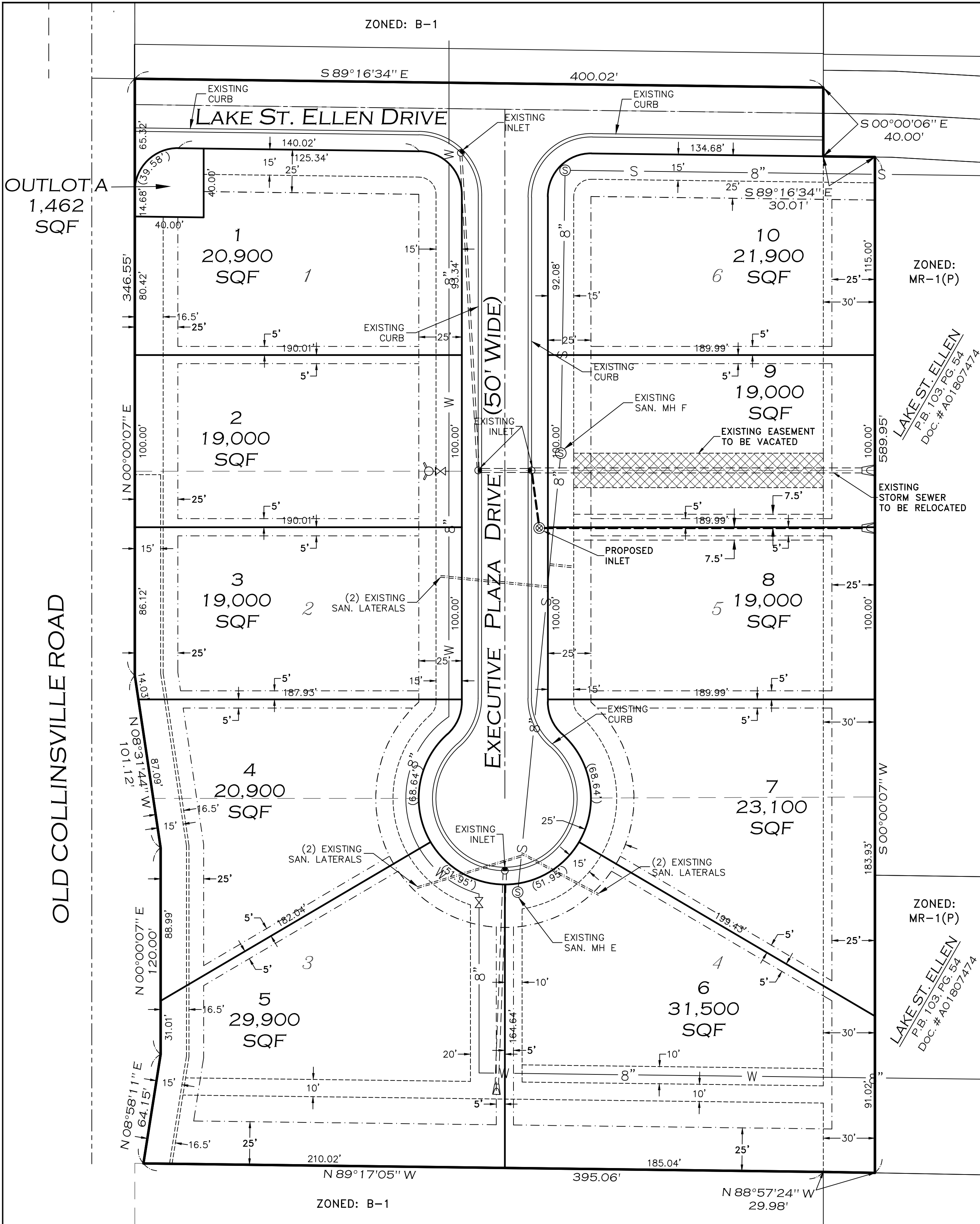
The Preliminary Site Plan for RESUBDIVISION OF LAKE ST. ELLEN PLAZA was approved by the City Council of the City of O'Fallon, Illinois on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Attest:

City Clerk \_\_\_\_\_ Date \_\_\_\_\_





**CITY COUNCIL APPROVAL**

The Preliminary Site Plan for RESUBDIVISION OF LAKE ST. ELLEN PLAZA was approved by the City Council of the City of O'Fallon, Illinois on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Attest: \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date \_\_\_\_\_

**SUBDIVISION INFORMATION:**

EXISTING ZONING: B-1(P)

PROPOSED ZONING: MR-1(P)

**BUILDING INFO:**

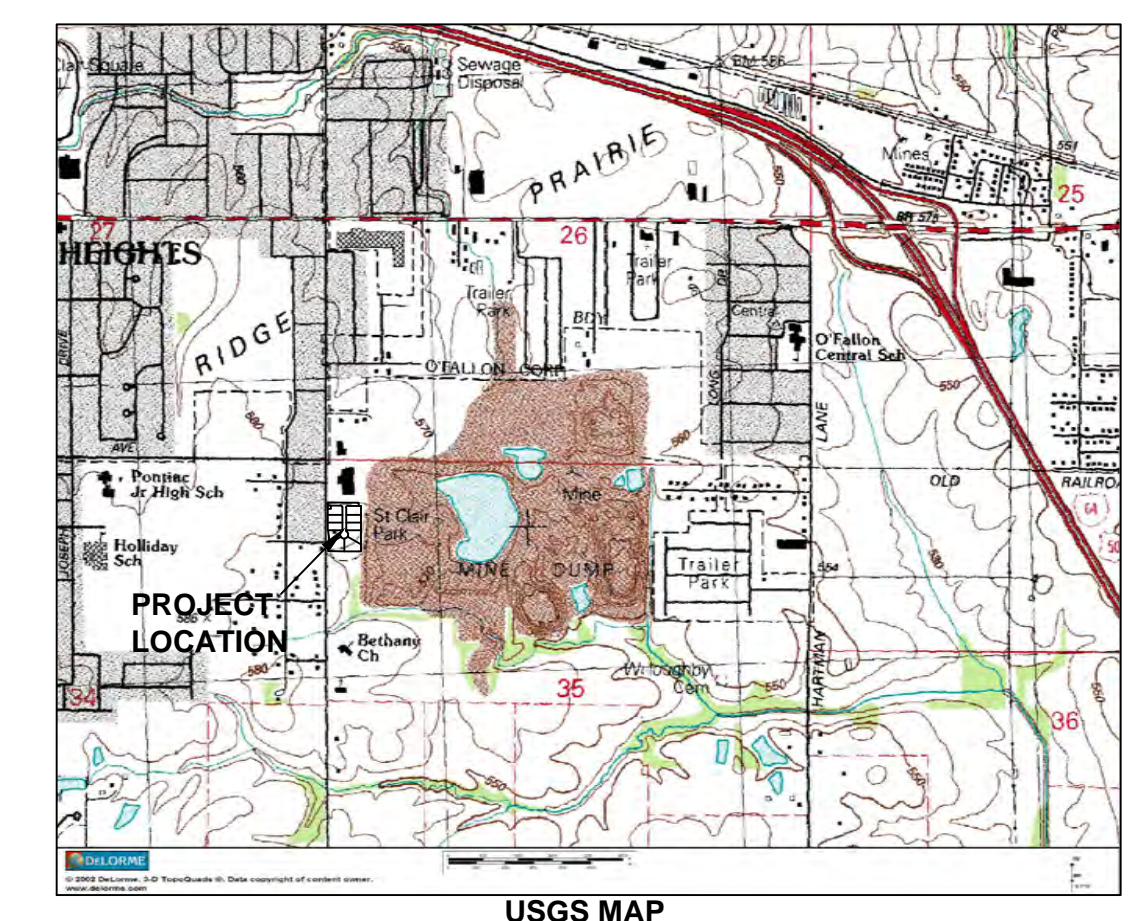
10 RESIDENTIAL LOTS:

TOTAL GROSS AREA: 5.18 ac.

PROPOSED R.O.W. 0.93 ac.

RESIDENTIAL LOT 4.22 ac.

COMMON AREA 0.03 ac.



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REF.: P.B. 103, PG. 57

**OSBORN DEVELOPMENT**  
100 Regency Centre, Collinsville, Illinois 62234  
PH: (618) 346-7878

**OWNER/DEVELOPER:**

REVISONS

| NO. | DATE |
|-----|------|
|     |      |
|     |      |
|     |      |
|     |      |

IRPE 062-037441  
EXP. DATE: \_\_\_\_\_

**PATRICK R. NETEMEYER**  
REGISTERED PROFESSIONAL ENGINEER  
ILLINOIS

JOB NO: 2008-225  
DWG.: OSBORN-LAKE-ST-ELLEN-PLAZA-1  
DRAWN BY: CGH  
CHECKED BY: PRN  
ISSUE DATE: 6-5-15

**PRELIMINARY PLAT**

SHEET NO: **2**

OF 2

**CITY OF O’FALLON, ILLINOIS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
TITLE XI, BUSINESS  
REGULATIONS  
BY ADDING CHAPTER 122  
SIDEWALK DINING**

**WHEREAS**, the City of O’Fallon as a home rule unit of local government under and pursuant to Section 6, Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and its affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, the City Council, has determined that there is a need, within the City, for sidewalk dining; and

**WHEREAS**, the City Council has determined that it is in the best interest, health, safety and welfare of the residents and businesses of the City of O’Fallon to regulate sidewalk dining.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O’FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The forgoing recitals are incorporated herein as findings of the City Council.

Section 2. Title XI Business Regulations of the Code of Ordinances of the City of O’Fallon, Illinois, is hereby amended by the adoption of Chapter 122 “Sidewalk Dining” to read as follows:

**122.01 Title**

This chapter shall constitute and be known and may be cited as “Sidewalk Dining”

**122.02 Purposes and Intent**

This Chapter is designed to permit sidewalk dining accessory and incidental to a lawfully existing restaurant in areas where it is appropriate and to promote and protect the public health, safety and general welfare. Specific purposes of this legislation are:

- (A) To ensure adequate space for pedestrians on the sidewalk adjacent to the sidewalk dining areas.

(B) To preserve and enhance the character of the neighborhoods where such sidewalk dining is permitted in the City and to protect the adjacent areas.

### **122.03 Definitions**

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

(A) Restaurant: As defined in §158.016 of the City Code of Ordinances under “Restaurant, Fast-Food” “Restaurant, General” or “Restaurant, Limited”.

(B) Sidewalk Dining: The extension of the service of an existing restaurant preparing and serving foods for consumption within an existing building, to the extent that food and drink are permitted to be served and consumed at the tables placed on the public sidewalk adjacent to and within the confines of the frontage of that portion of the building adjacent to the sidewalk in which the restaurant is situated. Such sidewalk dining is allowed in the downtown area as defined by the Central City Tax Increment Financing District.

(C) Sidewalk Dining Permit: A permit issued by the City, through the Director of Community Development, or his/her designee, which authorizes a restaurant to place tables, chairs and sidewalk furnishings on a public sidewalk for the purpose of serving food and drink to customers.

(D) Sidewalk Dining Area: The area of the public sidewalk defined by a site plan, approved by the City, which shows the number and type of tables, chairs, sidewalk furnishings and decorative items and their location.

(E) Permittee: A person, organization, sole proprietorship, partnership, limited liability company, corporation, company or other similar entity which has been issued a sidewalk dining permit.

(F) Public Sidewalk: Land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for, dedicated to and approved for, the general public for pedestrian walkway purposes which is directly adjacent to a business establishment of a Permittee.

(G) Director: Director of Community Development.

### **122.04 Permit Required**

(A) A valid Sidewalk Dining Permit shall be required for all sidewalk dining on public sidewalks.

(B) Establishments that meet the definition of a Restaurant shall be permitted to apply.

(C) The permit is subject to reapplication and renewal on an annual basis.

(D) Permits shall not be transferable from one person or entity to another person or entity.

(E) Permits shall not be transferable from the permitted place of business to another place of business.

(F) The annual fee for such permit shall be \$50 and such fee shall be paid in full at the time of application.

(G) All permit fees shall be non-refundable.

(H) Other than the applicant's initial application, all application for a given calendar year, must be submitted by January 31 of the applicable calendar year. In the event that an application is submitted later January 31, a non-refundable late fee of \$50.00, in addition to the annual application fee, must be paid in order for the application to be considered.

(I) Permit application forms shall be available at City Hall and shall include, but not be limited to, the following information and documentation:

1. Name, address, and telephone phone number of the restaurant
2. Name, address, telephone phone number and email address of a contact person for the restaurant
3. Certificate of Insurance evidencing no less than \$1,000,000.00, combined single limit, which said insurance covering all liability, both public liability and property damage, which may result from the granting of the sidewalk dining permit, naming the City of O'Fallon as an additional insured. The insurance coverage must be maintained in full force and effect so long as a permit is outstanding with written proof of renewal of the insurance to be provided to the Director at time of renewal.
4. Design plan drawn to scale, as follows:
  - a. Accurate depiction of property lines and dimensions, all adjoining public rights of way (including sidewalks), the location and dimensions of all existing structures (primary and accessory) and setback dimensions (measured from the curb to the structure)
  - b. Depict ingress/egress to business and sidewalk dining area
  - c. Depict sidewalk width from face of building to curb
  - d. Depict the designated area to be used for sidewalk dining purposes, clearly marked with measurements and dimensions
  - e. Depict all surface obstacles and obstructions such as fire hydrants, trees, permanent decorative fixtures, etc.
  - f. Depict the number and placement of tables, chairs, umbrellas, pedestrian barriers, decorative items and other fixtures, with the dimensions and product information of each piece shown
5. No application will be accepted without the required information, proof of insurance and design plan.
6. The application shall be filed with the Director.

(J) Upon review for compliance with the standards of this chapter, a permit shall be issued or denied by the Director within 10 business days of submission of the application. However the Director may defer, within the aforementioned 10 day timeline, his/her ruling and refer the application to the City Council for its approval, if the Director believes it would be appropriate to do so.

(K) Proof of sales tax receipts to ensure compliance with the definition of a restaurant may be requested if deemed necessary by the Director.

## **122.05 Regulations**

### **(A) Time**

1. The sidewalk dining season shall commence on March 1st and conclude on December 1st of the year
2. Special permission may be granted by the Director during the off season in cases of sidewalk festivals or other community events and activities
3. Sidewalk dining shall be allowed from 6 am to midnight, but in no instance shall the hours for sidewalk dining exceed the restaurant's permitted hours of operation
4. The Director may, upon written notice, require the temporary removal of all sidewalk dining area furniture and other related objects during festivals or other community events and activities.

### **(B) Location**

1. The sidewalk dining area shall be located only within the area depicted on the applicants design plan.
2. The location of all furniture, fixtures and facilities associated with sidewalk dining shall be such that a continuous pedestrian access route (PAR) meeting at least the minimum requirements of the Americans with Disabilities Act (ADA) will be maintained.
  - a. Currently, the PAR is recommended to be 5 feet wide, and in any event, shall not be less than 3 feet wide. Tree grates and similar semi-open surfaces do not count towards the required PAR width.
  - b. A vertical ground clearance area of at least 7 feet shall be maintained at all times. Umbrellas and other overhead obstructions must not encroach into this area.
  - c. There shall be no "grandfathering" or non-conforming right to continue previously permitted sidewalk dining arrangements insofar as minimum PAR standards as concerned. Any permit is issued only on an annual basis and is subject to mandatory modification to assure compliance with required PAR standards as they evolve from time to time.
  - d. Additional sidewalk clearance shall be required where pedestrian traffic or other circumstances warrant.
3. Sidewalk dining areas shall not obstruct sight distance of vehicular traffic, nor block access to any ramp, driveway, fire hydrant, fire escape, or entrance/exit.

(C) Maintenance & Materials

1. The Permittee shall keep the sidewalk dining area in a neat and clean condition, free from nuisance, litter, and trash and shall provide for the prompt removal of snow, ice, trash and waste therefrom. The restaurant shall wash down the sidewalk as needed to remove grease and residue.
2. All city and state health requirements must be met at all times
3. Only tables, chairs, umbrellas, decorative items and pedestrian barriers shall be permitted in the public sidewalk.
4. Paint, carpeting, artificial turf, platforms or other surfaces of any kind, shall not be permitted at any time in the sidewalk dining area.
5. There shall be no penetration of the public sidewalk surfaces.
6. All furniture and fixtures located on public sidewalks shall be entirely portable.
7. Sidewalk tables, chairs, furniture and decorative items shall be of uniform design
8. Permitted materials for sidewalk tables and chairs are limited to cast iron, wrought iron, expanded steel, wire steel, cast aluminum, and extruded aluminum. The pieces must be of substantial weight and quality. Glass inserts or glass tables and resin or wood furniture are prohibited.
9. Umbrellas shall be of stable construction with flame-retardant, color-fast fabric.
10. With prior approval of the Director, sidewalk dining may be separated from the public sidewalk by a 30 to 36 inch tall pedestrian barrier (railing, fence, or planters). Pedestrian barriers must be sturdy and stable and have sufficient weight so they cannot tip or be blown over. Pedestrian barriers shall not be anchored to the public sidewalk and shall be maintained so as not to stain/discolor the sidewalk.
11. Advertising of any kind on umbrellas or other sidewalk furniture is prohibited
12. No signs shall be permitted within the sidewalk dining area except one menu board sign may be displayed within the area of the sidewalk dining, mounted on an easel or any other easily removable fixture. The sign shall not exceed six (6) square feet.
13. Sidewalk dining furniture and other related objects must be stored indoors in the off season
14. All furniture and fixtures must be kept clean and in good repair. Broken or damaged pieces shall be safely and securely repaired or replaced immediately. Repairs shall be sufficient to maintain the current level of quality, and replacements shall be of the same or similar design, color, quality and material.
15. The presetting of tables with utensils, glasses, napkins and condiments and the like, are prohibited.
16. While in use, the dining area must have adequate illumination from dusk and thereafter.
17. Outdoor heaters shall not be permitted in the sidewalk dining area.
18. No speakers or sidewalk music shall be permitted on the sidewalk dining area.
19. Businesses shall follow the regulations of the Smoke Free Illinois Act.
20. All food preparation must take place inside the associated restaurant.

21. Restaurant service equipment shall not be permitted on sidewalks.
22. No dogs, other than service animals, shall be allowed in the sidewalk dining area. Service animals include, but are not limited to, guide dogs for people who are blind or have visual impairments, hearing dogs for people who are deaf or hard of hearing, seizure alert dogs, and dogs who assists people with mobility impairments.

(D) Alcoholic Beverages

1. Restaurants possessing a valid liquor license for on-site consumption shall be allowed to serve alcoholic beverages in the designated sidewalk dining area. Removal of alcoholic beverages from the designated sidewalk dining area, except back into the applicant's facility, is prohibited.

(E) Inspections

1. Restaurants with Sidewalk Dining Permits shall be subject to periodic inspections for compliance with the standards of this Chapter.

**122.06 Indemnification**

(A) Before a permit is issued to the applicant, the applicant must furnish the following:

1. An agreement signed by the applicant to repair any damage caused to the sidewalk in the operation of the sidewalk dining at the expense of the applicant.
2. An agreement signed by the applicant indemnifying and holding the City harmless against loss, including costs and expenses resulting from injury to person(s) or property as a direct or indirect result of the operation of the sidewalk dining and for injury to person(s) or property occurring on the premises occupied by the restaurant for sidewalk dining.

**122.07 Discontinuation/Revocation**

(A) Temporary Order of Discontinuation

1. The City reserves the right and power to temporarily order the discontinuation of the operation of the sidewalk dining at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. The situations include, but are not limited to, festivals, parades, marches, repairs to the street or sidewalk or any other emergencies occurring in the area. To the extent possible, the Permittee shall be given prior written notice of the time period during which the operation of the sidewalk dining will not be permitted by the City, but failure to give notice shall not affect the right and power of the City to prohibit sidewalk dining operation at any particular time.

(B) Notice of Violation; Failure to Comply

1. Upon determination by the Director or his/her designee, that a Permittee has violated one or more of the provisions of this Chapter, the Director shall give written notice to the Permittee to correct such violation within 24hours of receipt of such Notice by the Permittee. In the event that the Permittee fails or refuses to correct such violation within such period, the Permittee will be subject to the penalty provisions as set forth hereafter.

(C) Appeals

1. Any Permittee aggrieved by any action of the Director, in the denial, suspension or revocation of a sidewalk dining permit, shall be entitled to a hearing before the Mayor within 30 days, upon notice thereof, provided that a hearing is requested by the Permittee, in writing, within 5 business days of denial, suspension or revocation of a sidewalk permit.

**122.08 Penalty**

(A) Any Permittee who violates any provision of this Chapter, shall, in addition to any other remedies as provided by law, be subject to any of the following;

1. A fine in the amount of not less than \$125.00 and no more than \$750.00 for each day the violation exists.
2. Automatic suspension of permit or renewal thereof for not more than thirty days, if three or more violations occur during the permit period even if the violations are corrected.
3. Automatic revocation of permit or renewal thereof, if five or more violations occur during the permit period even if the violations are corrected.
4. Any and all civil remedies available to the City, including any and all injunctive remedies that a court of competent jurisdiction may impose.
5. Each violation of this Chapter shall be deemed a separate offense.

**122.09 Severability**

(A) The provisions of this Ordinance are severable. If any provision, section, paragraph or part thereof be held invalid, such decision shall not effect or impair the validity of the remaining provisions, sections, paragraphs or part thereof of this Ordinance.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

Approved by the Mayor this \_\_ day

(seal)

of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

| ROLL CALL: | McCoskey | Meile | Albrecht | Kueker | Mouser | Hagarty | Roach | SUB TOTALS |
|------------|----------|-------|----------|--------|--------|---------|-------|------------|
| Aye        |          |       |          |        |        |         |       |            |
| Nay        |          |       |          |        |        |         |       |            |
| Absent     |          |       |          |        |        |         |       |            |

| ROLL CALL: | Smallheer | Bennett | Marsh | Holden | Drolet | Cozad | Gerrish | SUB TOTALS | SUM OF TOTALS |
|------------|-----------|---------|-------|--------|--------|-------|---------|------------|---------------|
| Aye        |           |         |       |        |        |       |         |            |               |
| Nay        |           |         |       |        |        |       |         |            |               |
| Absent     |           |         |       |        |        |       |         |            |               |





## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Ted Shekell, Community Development Director  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** Sidewalk Dining Regulations (1<sup>st</sup> Reading)

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**List of committees that have reviewed:** The Community Development Committee reviewed this application at its July 27, 2015 meeting. The committee asked staff to provide additional information on the fees associated with sidewalk dining permits. Staff reviewed the following cities to draft regulations and those cities fees are as follows:

|                             |  |
|-----------------------------|--|
| Belleville – No Fees        | Kirkwood - \$35 - year                     |
| Clayton (MO) - \$135 / year | University City - \$100 / year             |
| Collinsville – No Fees      | Webster Groves - \$100 / year              |
| Edwardsville - \$100 / year | <b>Proposed O'Fallon Fee - \$50 / year</b> |

Additionally, the committee asked if the regulations were only for downtown. Staff has added additional language to make it clear that in order to have sidewalk dining the business must have a public sidewalk adjacent to the building façade the business is located and the business must be located in the Central City TIF District. The committee recommended approval of the text amendments as proposed with a vote of 5-0.

### **Background Information**

Since the downtown planning process began, staff has been getting requests from businesses and residents to allow sidewalk dining. Staff feels that allowing this type of use is entirely appropriate and will improve the pedestrian environment and bring much needed life to the streets of Downtown O'Fallon. Therefore, after studying regulations from numerous communities, the attached ordinance outlines the regulations regarding sidewalk dining in the downtown area. Staff has sent the regulations to and discussed the potential regulations with downtown restaurants to get feedback. To this point staff has only received positive comments on the proposed regulations.

### **Overview**

The basic intent is to permit restaurants (not bars or taverns) to have outdoor seating areas on public sidewalks as long as a basic pedestrian route is maintained and the chairs/tables meet minimum materials standards (metal, no plastic/wood/resin). Sidewalk dining would be allowed with an annual permit issued through the Community Development Department. A site plan showing the proposed layout and pedestrian access along with liability insurance listing the city as additionally insured is required with the application. No items will be allowed to be permanently mounted to the sidewalk.

**Legal Considerations, if any:** None

**Budget Impact:** None

**Staff Recommendation:** Staff recommends approval of the ordinance allowing sidewalk dining.

CITY OF O'FALLON  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING  
ORDINANCE 623, ZONING  
DISTRICTS OF THE CITY OF  
O'FALLON, ILLINOIS  
(DEVELOPMENT KNOWN AS  
"STEPH'S CAFE") LOCATED AT  
729 WEST HIGHWAY 50, SUITE C,  
PARCEL NUMBER 04-30.0-324-004**

**WHEREAS**, the applicant, Gene Hebenstreit of Spin 2 Win dba Steph's Cafe, has filed an application requesting approval of a planned use rezoning to authorize use of 1,400 square feet of 729 West Highway 50, Suite C as a bar / tavern (video gaming café) in O'Fallon; and

**WHEREAS**, the applicant has filed an application with the City of O'Fallon, Illinois pursuant to the requirements of all applicable laws, including City Ordinance 3471, "Planned Uses"; and

**WHEREAS**, the Planning Commission of the City of O'Fallon, Illinois held a public hearing on July 14, 2015, in accordance with state statute, and recommended to approve the petitioner's request to obtain a B-1(P) Planned Community Business District zoning for the property with a vote of 4 ayes to 3 nays as outlined in the adopted Planning Commission Report, attached hereto and declared to be an inseparable part hereof (Exhibit A); and

**WHEREAS**, on July 27, 2015 the Community Development Committee of the City Council reviewed the rezoning and forwarded the application without a recommendation.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:**

**Section 1.** That upon the effective date of this Ordinance, the described property, known as "Steph's Café", be henceforth classified as zoning district B-1(P) Planned Community Business District with the following conditions:

1. A liquor license will be required to serve alcohol at Steph's Café.
2. A video gaming establishment permit will be required to have video gaming at Steph's Café.
3. All video gaming activities shall comply with City of O'Fallon and state requirements.

**Section 2.** A Certified Copy of this ordinance, with all referenced attachments, shall be filed with the City Clerk's office of the City of O'Fallon, Illinois.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\*\*\*\*\*

ATTEST:

Approved by the Mayor this \_\_\_\_\_ day

(seal)

of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

| ROLL CALL: | McCoskey | Meile | Albrecht | Kueker | Mouser | Hagarty | Roach | SUB TOTALS |
|------------|----------|-------|----------|--------|--------|---------|-------|------------|
| Aye        |          |       |          |        |        |         |       |            |
| Nay        |          |       |          |        |        |         |       |            |
| Absent     |          |       |          |        |        |         |       |            |

| ROLL CALL: | Smallheer | Bennett | Marsh | Holden | Drolet | Cozad | Gerrish | SUB TOTALS | SUM OF TOTALS |
|------------|-----------|---------|-------|--------|--------|-------|---------|------------|---------------|
| Aye        |           |         |       |        |        |       |         |            |               |
| Nay        |           |         |       |        |        |       |         |            |               |
| Absent     |           |         |       |        |        |       |         |            |               |



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## PROJECT REPORT

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**TO:** Planning Commission  
**FROM:** Justin Randall, Senior City Planner  
**THRU:** Ted Shekell, Community Development Director  
**DATE:** July 14, 2015  
**PROJECT:** P2015-07: Steph's Cafe, Planned Use

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**Location:** 729 West Highway 50, Suite C  
**Applicant:** Gene Hebenstreit  
**Owner:** Blue Land, LLC  
**Submitted:** June 8, 2015

### Introduction

The applicant, Gene Hebenstreit for Spin 2 Win dba Steph's Cafe, has filed an application requesting a planned use for a vacant tenant space located at 729 West Highway 50, Suite C, currently zoned B-1 (P), Planned Community Business District for a café with alcohol sales and consumption. The use is proposed for 1,400 square feet in the middle of the building along Highway 50 (former Subliminal Subs location). The space is within an existing building, and there will be no exterior or interior improvements to the site, other than a sign. Due to the nature of land use as a video gaming café, with alcohol and a very limited food menu, staff has determined the land use to be consistent with a tavern / bar land use. Therefore, the use requires Planned Use approval because of the request for a tavern / bar land use with the sale and consumption of alcohol on site.

### Existing Conditions

#### Surrounding Zoning:

North: SR-2 & O-1  
East: B-1  
South: B-1(P)  
West: B-1

#### Surrounding Land Use:

North: Single Family Residences and Scott Credit Union  
East: Centre Point Retail Center and Storage Center  
South: Vacant land to rear of Frieze Harley-Davidson  
West: Denny's

Please see the attached maps for more detailed information on surrounding zoning and land uses.

### Applicable Ordinances, Documents and Reports

O'Fallon Comprehensive Plan: The O'Fallon Comprehensive Plan Future Land Use Map depicts the subject property as *General Commercial*, which is consistent with the proposed use.

Zoning Ordinance and Planned Use Ordinance: The proposed Steph's Cafe is subject to Article IX Planned Uses of the Zoning Ordinance, because staff has determined a video gaming café is considered a tavern / bar land use with the sale and serving of alcohol. The property is also subject to the B-1, Community Business District requirements.

Public Notice: Public Notice of this project has been fulfilled in accordance with Section 158.255 and 158.256 of the City of O'Fallon Zoning Regulations. More specifically, the applicant has notified property owners within 250 feet of the subject property via certified mail of the filing of the zoning amendment. Additionally, the City has notified property

owners within 250 feet of the subject parcel of the public hearing at least 15 days prior to the hearing and published notice of the public hearing in a local newspaper at least 15 days in advance. Proof of notification is on file with the City's Community Development Department.

### Discussion Points/Issues

#### Land Use

Steph's Café will be a video gaming café, which has been determined to be a tavern / bar land use. The café has a limited menu and will serve alcohol. The café will also have limited seating (plans show approximately 16 seats), and will have five (5) video gaming terminals.

Other uses within the center in adjacent tenant spaces include H&R Block, Sushi Ai, China King and a vacant tenant space. The subject property is surrounded by other retail and restaurant uses to the east and west and residential and vacant land to the north and south.

#### Liquor License

The applicant has requested the ability to serve alcohol at the restaurant for on-site consumption and install video gaming terminals upon approval. The applicant will not sell hard liquor or package sales of alcohol.

#### Site Plan

The tenant space is within an existing building and previously operated as a restaurant. No building or site changes have been proposed, only some interior changes will be constructed.

#### Traffic Circulation/Parking

Access to the site is from Principle Dr. to the west of the building. The site has 57 parking spaces, which can accommodate the video gaming café, using the tavern / bar / nightclub parking ratio of 10 spaces per 1,000 square feet plus 2 spaces per each 3 employees. The overall development will have a total of 1,400 square feet of tavern / bar space and 3,226 square feet of restaurant space, requiring 45 parking spaces. Because there is a limited amount of parking spaces on site, all other tenant spaces are capped at 4 spaces per 1,000 square feet.

#### Signage

The application does provide a location and design for a wall sign, but there has not been details provided on the size of the sign, so the signage will have to meet the sign requirements of Article 8 of Chapter 158: Zoning of the Code of Ordinances. Any wall signage will need to be submitted and review to ensure compliance with the City's requirements.

#### Hours of Operation

The petitioner has requested to be in operation 7-days a week from 6:00 AM – 1:00AM.

Review and Approval Criteria: Section 158.119 of Article 6 "Planned Uses" lists several criteria for evaluating planned uses. Evaluation of the project based on these factors is included under each criterion.

1. The criteria governing the rezoning of the property and approval of site plans, as set forth in the standards and requirements found elsewhere in the zoning code or in other applicable law,  
*The project meets all applicable zoning standards for a tavern / bar land use.*
2. The physical design of the proposed plan and the manner in which said design makes adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space and park dedication, and furthers the amenities of light, air, recreation and visual enjoyment.  
*The proposed development provides adequate provisions for public services and will not have a significant impact on traffic.*
3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.

*The video gaming café (tavern / bar) will not negatively affect adjacent properties. The Highway 50 corridor is a commercial corridor with a variety of retail, service and restaurant businesses.*

4. The conformity with the standards and principles of the Comprehensive Plan and all other adopted regulations, including the Commercial Design Handbook dated July 6, 2009 and on file with the City Clerk. (Ord 3665; passed 5-3-10)

*The proposal is consistent with the Comprehensive Plan and the Commercial Design Handbook.*

5. The use(s) are designed, located and proposed to be operated so that the public health, safety and welfare will be protected.

*The proposed development is designed to be operated to protect the public health, safety and welfare.*

6. An identified community need exists for the proposed use.

*A video gaming café may not be a need for the community.*

7. The proposed use(s) will not impede the normal and orderly development and improvement of the surrounding property, nor impair the use, enjoyment, or value of neighboring properties.

*The development will not impede the normal and orderly development and use of the surrounding property, nor will it impair the use, enjoyment, or value of neighboring properties.*

8. The degree of harmony between the architectural quality of the proposed building and the surrounding neighborhood.

*The existing building is similar to and will not detract from many of the structures surrounding the property.*

9. The appropriateness of the minimum dimensions and areas of lots and yards set forth in the applicable zoning district regulations.

*The proposed development meets the area-bulk requirements set forth in the B-1 Community Business District.*

### **Staff Recommendation**

Staff recommends approval of the Planned Use rezoning with the following additional conditions:

1. A liquor license will be required to serve alcohol at Steph's Café.
2. A video gaming establishment permit will be required to have video gaming at Steph's Café.
3. All video gaming activities shall comply with City of O'Fallon and state requirements.

### **Attachments**

Attachment 1 – Project Application

Attachment 2 – Zoning Map

Attachment 3 – Surrounding Land Use Map



CITY OF O'FALLON

JUN - 8 2015

DATE PAID

NAME OF PROJECT: Steph's Cafe

ADDRESS/GENERAL LOCATION: 729 W Highway 50 Unit C

SUBDIVISION NAME & LOT NUMBER(S): \_\_\_\_\_

PARCEL NUMBER(S): 04-30 0-324-004

PLEASE CHECK THE TYPE OF APPLICATION (PLEASE CHECK ONE):

- PLANNED USE
- RE-ZONING (STANDARD MAP AMENDMENT)

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

PRESENT ZONING: B-1 (P)

PROPOSED ZONING: B-1 (P)

PROPOSED # OF LOTS: 1

PROPOSED # OF DWELLING UNITS: 0

*existing +*  
PROPOSED NUMBER OF BUILDINGS: 1 (one) *no change*

PROPOSED GROSS FLOOR AREA: 1,400 square feet

AREA IN ACRES: .03 for our suite 1.031557 property

PRESENT USE: not in use

APPLICANT INFORMATION:

NAME: Gene Hebenstreit

COMPANY: Spin 2 Win dba Steph's Cafe

ADDRESS: 903 Old Route 66 N

Litchfield IL, 62056

PHONE: 217-825-4363

FAX: \_\_\_\_\_

EMAIL: gene@teamvictorylane.com

DESIGN PROFESSIONAL INFORMATION:

NAME: fb

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Gene Hebenstreit  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
SIGNATURE OF DESIGN PROFESSIONAL

RECEIVED JUN 08 2015

| STAFF USE ONLY                           |   |
|--|---|
| DATE RECEIVED: <u>6-8-15</u>             | PROJECT ID#: <u>P2015-07</u>              |
| APPLICATION RECEIVED BY: <u>V. Evans</u> | STAFF ASSIGNED: <u>A. Randall</u>         |
| APPLICATION FEE: <u>\$250.00 *3328</u>   | PLAN REVIEW FEE DEPOSIT REC'D: <u>N/A</u> |

property owner Blue Land LLC % Robert L. Plummer, Manager  
P.O. Box 502 Edwardsville, IL 62025

RECEIVED JUN 08 2015

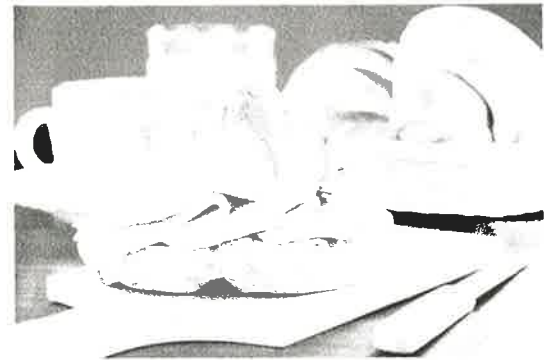
## CONCEPT

Steph's Cafe will be neighborhood gathering place where adults can enjoy a light meal and gaming in a welcoming and comfortable atmosphere.

Steph's will feature:

- Breakfast, lunch and dinner
- A variety of non-alcoholic beverages
- Beer and wine
- Superior customer service
- Contemporary design

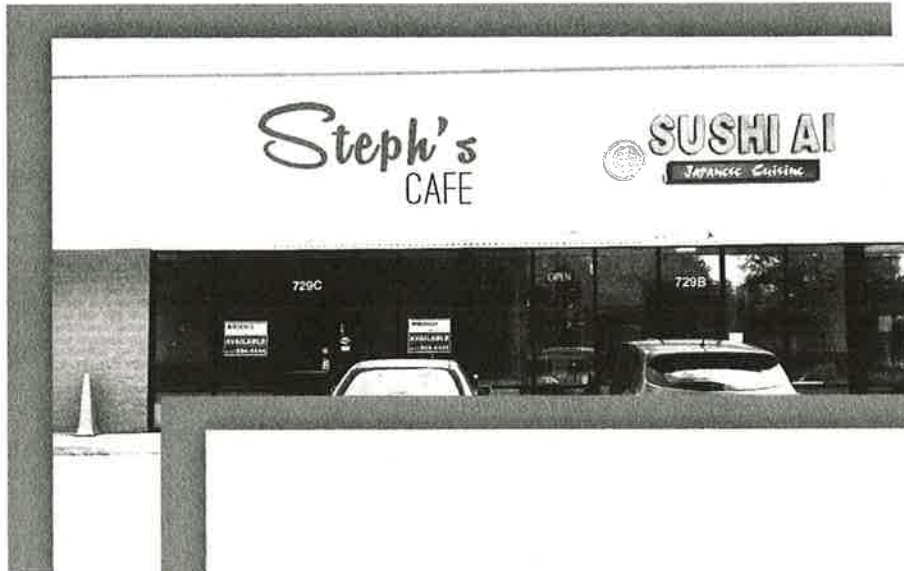
- HOURS OF OPERATION
  - 6 AM - 1 AM
  - 7-DAYS A WEEK



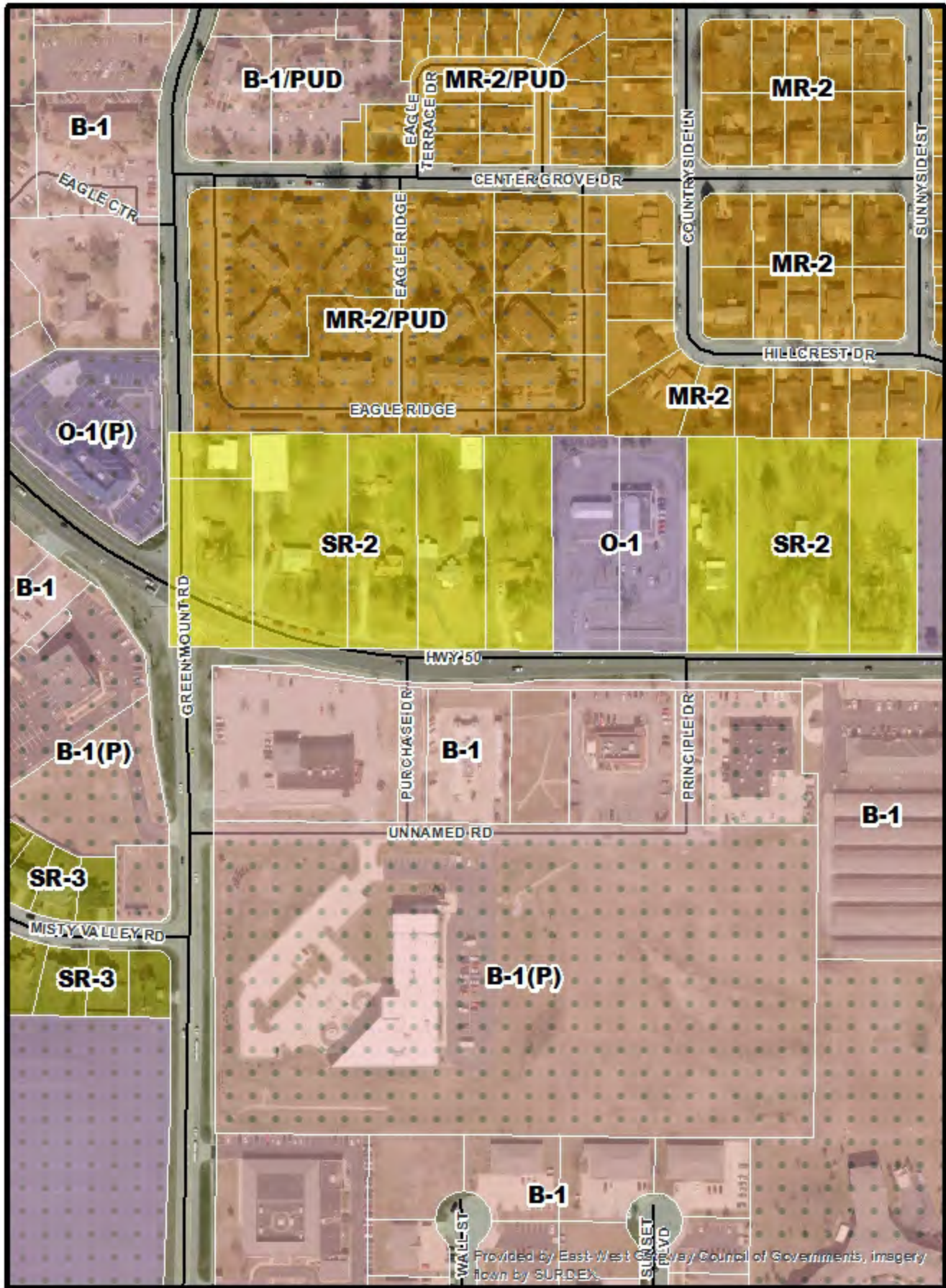


RECEIVED JUN 08 2015

# EXTERIOR VIEW



# P2015-07: Steph's Cafe - Zoning Map



Provided by East-West Gateway Council of Governments, imagery from SURDEX.

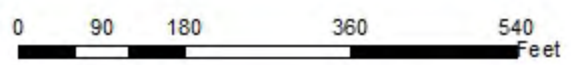


# P2015-07: Steph's Cafe - Land Use Map



Imagery provided by East West Gateway Council of Governments, Imagery  
 © 2015 by SURNER

 Subject Property





## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

**From:** Ted Shekell, Community Development Director  
Walter Denton, City Administrator

**Date:** August 3, 2015

**Subject:** P2015-07: Steph's Café, Planned Use – 1<sup>st</sup> Reading

---

**List of committees that have reviewed:** The Planning Commission held a public hearing on the above referenced application at their July 14, 2015 meeting. The Commission voted 4-ayes and 3-nays to approve the requested Planned Use application for Steph's Café, subject to the conditions recommended by staff. The Community Development Committee reviewed this application at its July 27, 2015 meeting. The committee discussed the proposed planned use and the application was sent to City Council without a recommendation.

### **Background**

The applicant, Gene Hebenstreit for Spin 2 Win dba Steph's Cafe, has filed an application requesting a planned use for a vacant tenant space located at 729 West Highway 50, Suite C. The property is currently zoned B-1 (P), Planned Community Business District for a café with alcohol sales and consumption. The use is proposed for 1,400 square feet in the middle of the building along Highway 50 (former Subliminal Subs location). The space is within an existing building, and there will be no exterior or interior improvements to the site, other than a sign. Due to the nature of land use as a video gaming café, with alcohol and a very limited food menu, staff has determined the land use to be consistent with a tavern / bar land use. Therefore, the use requires Planned Use approval because of the request for a tavern / bar land use with the sale and consumption of alcohol on site.

Please see the attached Plan Commission Project Report for more detailed information on the proposal.

**Legal Considerations, if any:** None

**Budget Impact:** None

**Staff Recommendation:** Staff recommends approval of the use, with the following conditions:

1. A liquor license will be required to serve alcohol at Steph's Café.
2. A video gaming establishment permit will be required to have video gaming at Steph's Café.
3. All video gaming activities shall comply with City of O'Fallon and state requirements.

CITY OF O'FALLON, ILLINOIS  
ORDINANCE NO. \_\_\_\_\_

ORDINANCE REGULATING  
TOWING COMPANIES FOR  
THE DEPARTMENT OF PUBLIC  
SAFETY.

**WHEREAS**, there are located within the City of O'Fallon, certain towing businesses;  
and

**WHEREAS**, the City does not have in place, rules or regulations concerning the  
operation of a towing business; and

**WHEREAS**, it is in the best interest of the general public that the City regulate all  
towing businesses within the City of O'Fallon that wish to do business with the Department of  
Public Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY  
COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The forgoing recitals are incorporated herein as findings of the City  
Council.

Section 2. The City hereby adopts the rules and regulations as set forth hereafter.

A. Definitions

The words "Tow Firm" shall mean a sole proprietor, partnership, company, corporation  
or limited liability company operating a towing business.

B. General Requirements

1. Must meet all of the requirements outlined in 625 ILCS 5/12-606: ***Tow-Trucks;  
Identification; Equipment; Insurance.***
2. Must be able to respond, with the necessary equipment, to the location of a police  
department request for a tow within thirty (30) minutes of the original request.
3. Must provide twenty-four (24) hour a day service, seven (7) days a week,  
including holidays.

4. Must provide an appropriate twenty-four (24) hour a day telephone number where the service can be contacted.
5. Must agree to respond with the appropriate equipment to the scene of a call, regardless of whether it is for an accident or an abandon/disabled vehicle and should avoid the handling of other business while en route.
6. Must provide storage facilities within the corporate limits of the City of O'Fallon. In order to provide the best customer service, all vehicles towed at the request of the police department shall be stored at the O'Fallon location, unless other arrangements are made with the owner of the vehicle and/or the O'Fallon Police Department. The facility shall be easily located, accessible to the public and open for the release of vehicles during regular business hours (continuous staffing not necessary).
7. Shall not transfer the responsibility for an assigned tow to another firm. If the service originally contacted cannot respond, O'Fallon Police dispatch shall be notified. The police department has sole responsibility for reassigning a tow request. **NOTE:** If service cannot be provided due to equipment failure, prior commitment or other circumstances, police dispatch shall be notified so that the firm can be taken "out of service" until such time as they are available to respond as required.
8. Must notify the police department, in writing, of any changes in firm ownership or location.
9. Any firm interested in being added to the "call out" rotation shall submit to the Director of Public Safety a letter outlining the firms compliance with the requirements outlined in this policy and a fee schedule.
10. When a vehicle is wrecked, disabled or abandoned, the owner or person responsible for such vehicle shall have the right to determine where it shall be towed and by whom, if the service can be completed in a reasonable amount of time. In cases where the owner, or person responsible, is injured to the extent of being unable to make a decision; has been removed from the scene; has no preference; or is not present; the O'Fallon Police Department shall have the vehicle removed by the firm next of the "call out" rotation and the vehicle shall be taken to their storage facility for safekeeping.
11. The "call out" rotation will be based upon a regular sequence of events (i.e. every call, day of the week, weekly rotation, etc.) and shall be determined without preference to any service provider. Qualified firms will be notified in advance of the "call out" sequence to be utilized.
12. No member of the O'Fallon Department of Public Safety can have a financial interest in a tow firm included in the "call out" rotation and no financial consideration can be afforded a member of the department.

13. The Director of Public Safety may add additional requirements based upon the specific needs of the department.

#### C. Storage

1. The tow firm will be responsible for protection of the vehicle and its contents until it is claimed by the owner or disposed of by the O'Fallon Police Department.
2. Storage yards shall be fenced and secured against theft and damage and available for inspection. The fenced area will have a minimum of 1000 square feet for storage.
3. Storage facility within the City shall meet all zoning requirements and shall be maintained in accordance with all applicable City of O'Fallon ordinances.
4. The tow firm shall agree to waive storage fees, upon request by the O'Fallon Police Department, until such time as the firm has been notified that the vehicle is eligible for release for vehicles:
  - i. Seized, held or impounded by the O'Fallon Police Department
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#### D. Insurance

1. Must be currently insured, as required by Illinois Law, on all trucks and against loss of personal property items in possession of the tow firm. Must provide the O'Fallon Police Department with a valid certificate of insurance.

#### E. Rates

1. Must submit to the O'Fallon Police Department on or before January 1<sup>st</sup> of each year a complete list of rates for services provided. The rate list shall include towing, mileage, storage, dolly, flatbed and winching charges. Fees charged to tow customers shall not include extra charge for labor.
2. Must post the rate for services provided at the storage facility in plain sight for the public and provide a written copy of the rates to any motorist who inquires.
3. Must agree that if the registered owner or other person legally entitled to operate the vehicle shall arrive on scene prior to removal or towing of the vehicle, the vehicle shall be disconnected from the tow truck and that person shall be allowed to remove the vehicle without interference, upon payment of a reasonable fee of not more than one-half (1/2) the posted rate for the service had the tow been completed.

#### F. Release of Vehicles

1. Tow firms shall make every effort to accommodate the release of vehicle towed, upon payment for services rendered.
2. Tow firms shall not release any vehicles with “hold” orders placed on them by the O’Fallon Police department. This includes guidelines under the Impoundment of Motor Vehicle (Administrative Tow Fee) Ordinance # 70.086.
3. Shall not release a vehicle unless the claimant can prove rightful ownership or possession, (i.e. title, registration, insurance card) along with identification of the person claiming the vehicle. If the claimant is not the rightful owner, that person must have a notarized letter from the owner authorizing the claimant to take possession of the vehicle or personal items.
4. Must agree to release items of personal property (i.e. child safety seat, medications) to the lawful owner on request prior to payment of any charges, provided the property is contained within the vehicle and is not an essential part of the vehicle. Any items removed from the vehicle shall be noted on the pink copy of the tow report provided by the police department. Any questions regarding ownership of the vehicle or its contents shall be directed to the police department.

#### G. Equipment

1. Emergency lights shall be used at the scene and while towing a vehicle.
2. The name, address and telephone number of the tow firm shall be conspicuously displayed on both sides of the truck in letters at least two (2) inches high.
3. All trucks shall be available for inspection to insure compliance with the law and this policy.

#### H. Cause for Suspension or Removal from “Call Out” Rotation

1. Failure to comply with the law or the requirements outlined in this policy.
2. Repeated and continual failure to respond promptly when called for service.
3. Repeated bona fide complaints from department personnel or the public.
4. Repeated damage to property as a result of poor performance while towing or storing a vehicle.
5. Any action or actions that obstruct the O’Fallon Police Department or jeopardize the public confidence in the O’Fallon Police Department.
6. Any criminal wrong-doing.



7. Bona fide complaints of overcharging.

8. Inept performance.

I. Complaint Procedure

1. All complaints of improper action on the part of the tow firm, by the public or department personnel will be investigated and a report will be sent to the Director of Public Safety.
2. If the allegations are confirmed, the Director of Public Safety shall notify the tow firm, in writing, of the results of the investigation. The firm shall be informed of their right to request a hearing. That request must be made, in writing, within seven (7) days. The hearing will be held at the police department with the Director of Public Safety, the Operations Commander and any other persons deemed appropriate being present.
3. Corrective measures shall range from written warning through temporary removal from the "Call Out" rotation to permanent removal.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

Passed by the City Council this \_\_\_ day of \_\_\_\_\_ 2015.

\*\*\*\*\*

ATTEST:

Approved by the Mayor this \_\_\_ day

(seal)

of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

|                   |          |       |          |        |        |         |       |                   |
|-------------------|----------|-------|----------|--------|--------|---------|-------|-------------------|
| <b>ROLL CALL:</b> | McCoskey | Meile | Albrecht | Kueker | Mouser | Hagarty | Roach | <b>SUB TOTALS</b> |
| Aye               |          |       |          |        |        |         |       |                   |
| Nay               |          |       |          |        |        |         |       |                   |
| Absent            |          |       |          |        |        |         |       |                   |

|                   |           |         |       |        |        |       |         |                   |                      |
|-------------------|-----------|---------|-------|--------|--------|-------|---------|-------------------|----------------------|
| <b>ROLL CALL:</b> | Smallheer | Bennett | Marsh | Holden | Drolet | Cozad | Gerrish | <b>SUB TOTALS</b> | <b>SUM OF TOTALS</b> |
| Aye               |           |         |       |        |        |       |         |                   |                      |
| Nay               |           |         |       |        |        |       |         |                   |                      |
| Absent            |           |         |       |        |        |       |         |                   |                      |

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1. All complaints of improper action on the part of the tow firm, by the public or department personnel will be investigated and a report will be sent to the Director of Public Safety.
2. If the allegations are confirmed, the Director of Public Safety shall notify the tow firm, in writing, of the results of the investigation. The firm shall be informed of their right to request a hearing. That request must be made, in writing, within seven (7) days. The hearing will be held at the police department with the Director of Public Safety, the Operations Commander and any other persons deemed appropriate being present.
3. Corrective measures shall range from written warning through temporary removal from the "Call Out" rotation to permanent removal.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

Passed by the City Council this \_\_\_ day of \_\_\_\_\_ 2015.

\*\*\*\*\*

ATTEST:

Approved by the Mayor this \_\_\_ day

(seal)

of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

|                   |          |       |          |        |        |         |       |                   |
|-------------------|----------|-------|----------|--------|--------|---------|-------|-------------------|
| <b>ROLL CALL:</b> | McCoskey | Meile | Albrecht | Kueker | Mouser | Hagarty | Roach | <b>SUB TOTALS</b> |
| Aye               |          |       |          |        |        |         |       |                   |
| Nay               |          |       |          |        |        |         |       |                   |
| Absent            |          |       |          |        |        |         |       |                   |

|                   |           |         |       |        |        |       |         |                   |                      |
|-------------------|-----------|---------|-------|--------|--------|-------|---------|-------------------|----------------------|
| <b>ROLL CALL:</b> | Smallheer | Bennett | Marsh | Holden | Drolet | Cozad | Gerrish | <b>SUB TOTALS</b> | <b>SUM OF TOTALS</b> |
| Aye               |           |         |       |        |        |       |         |                   |                      |
| Nay               |           |         |       |        |        |       |         |                   |                      |
| Absent            |           |         |       |        |        |       |         |                   |                      |



## **CITY COUNCIL AGENDA ITEMS**

**To:** Mayor Graham and City Council  
**From:** Eric Van Hook, Chief of Police  
Walter Denton, City Administrator  
**Date:** July 20, 2015  
**Subject:** Ordinance Regulating Tow Companies for the Department of Public Safety

**List of committees that have reviewed:** Public Safety

**Background:**

The City of O'Fallon does not have in place rules or regulations concerning the operation of a towing business. It is in the best interest of the general public that the City regulate all towing businesses with the City of O'Fallon that to do business with the Department of Public Safety. This ordinance will ensure towing businesses are meeting the requirements as outlined in 625 ILCS 5/12-606: "Tow-Trucks; Identification; Equipment; Insurance". In addition, the ordinance outlines causes for suspension or removal from the "Call Out" Rotation if the tow companies are not compliant with the conditions of this ordinance.

**Legal Considerations, if any:** City Attorney, Dale Funk

**Budget Impact:** None

**Staff recommendation:** Approval.



**DRAFT MINUTES**  
**COMMUNITY DEVELOPMENT COMMITTEE**  
**5:30 PM Monday, July 27, 2015**

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

CALL TO ORDER: 5:30 PM

- I) **Roll Call** – *Committee members:* Jerry Albrecht, Gene McCoskey, Ray Holden, Harlan Gerrish, and Jerry Mouser. *Other Elected Officials Present:* Mike Bennett, Richie Meile, Herb Roach, Kevin Hagarty, Bob Kueker, and Ned Drolet. *Staff:* Walter Denton, Pam Funk, Ted Shekell, Jim Cavins, and Justin Randall. *Visitors:* Vern Malare, Rich Gorazd, Keith Carson, Ron Zelms, Gene Hebenstreit, Stephanie Hebenstreit, Donald Osborn, and David Wittenaner.
- II) **Approval of Minutes from Previous Meeting** – All ayes. Motion carried.
- III) **Items Requiring Council Action**
  - A. SEPA – St. Clare Church “Oktoberfest” (Motion) – Justin Randall informed the committee on the special event permit and the requests of the church for city assistance. Randall added the event was consistent with last year’s event and very similar in nature to previous approvals. The committee discussed the event and recommended approval of the special event permit with a vote of 5-0.
  - B. Bethel Farms (Multiple Action Items) – Justin Randall brief overview of the Bethel Farms subdivision located off of Bethel Road, west of Bowler Road. Randall provided the committee with an explanation of the preliminary plat, zoning and annexation of the property. Randall informed the committee there was an existing annexation agreement that provided agreements for zoning, street layout and water and sanitary sewer service. Randall indicated the agreement included the standard language for an annexation agreement, including the annexation fee and park fees. Rich Gorazd provided the committee with additional information on the subdivision. The committee discussed the proposed subdivision and recommended moving the resolution and ordinances forward with a vote of 5-0.
  - C. Steph’s Café – Planned Use (1<sup>st</sup> Reading) – Justin Randall gave an overview of the planned use for Steph’s Café. Randall indicated the planned use was evaluated based on the business being a bar / tavern instead of a restaurant. Randall indicated the site could accommodate the use in terms of parking, but would limit the use of the remaining tenant space to uses that are parked at 4 spaces per 1,000 square feet of gross floor area. Gene Hebenstreit of Steph’s Café provided additional information on the business. The committee discussed the planned use and the concerns they had with a free standing gaming facility of this nature. The motion to recommend the application failed, thus the application moves to City Council without a recommendation.
  - D. Lake at St. Ellen’s Plaza (Multiple Action Items) – Justin Randall brief overview of the resubdivision of Lake at St. Ellen’s Plaza located on the east side of Old Collinsville Road. Randall provided the committee with an explanation of the preliminary plat and zoning. Randall informed the committee all of the infrastructure was in place except for the sidewalks. The committee discussed the proposed subdivision and recommended moving the resolution and



ordinance forward with a vote of 5-0, with an additional condition that a stop sign is required at the intersection of Executive Plaza Drive and Lake St. Ellen Drive.

- E. Sidewalk Dining Regulations – Text Amendment (1<sup>st</sup> Reading) – Justin Randall provided the committee with an overview of proposed text amendment that would add language to allow downtown restaurants to have outdoor seating on the public sidewalk. Randall explained there would be conditions that the businesses would have to meet to ensure compliance with ADA regulations and also type of furniture and time limits. Randall explained there would be a yearly permit issued by the Director, but at any time if there was an application that staff was concerned with, the Director could bring the application to the City Council for review. The committee recommended moving the text amendment forward with a vote of 5-0.

**IV) Other Business - None**

**MEETING ADJOURNED: 6:30 PM**

**NEXT MEETING: August 10, 2015 – Public Safety Building**

**Prepared by: Justin Randall, Senior City Planner**



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

**From:** Ted Shekell, Community Development Director  
Walter Denton, City Administrator

**Date:** August 3, 2014

**Subject:** Special Event Permit – St. Clare Church “Oktoberfest” (MOTION)

---

**List of committees that have reviewed:** The Community Development Committee reviewed this application at its July 27, 2014 meeting and recommended it for approval with a 5-0 vote.

### Background

**Applicant:** Ryan Luechtefeld, St. Clare Catholic Church  
**Event:** St. Clare Oktoberfest Festival  
**Date/Time:** Friday, September 25<sup>th</sup> 6:00 PM to 11:00 PM & Saturday, September 26<sup>th</sup> from 4:00 PM to 11:00 PM  
**Location:** St. Clare school grounds & grass area west of city hall  
**Event Details:**

- Friday evening will consist solely of indoor activities (snacks, alcohol, and entertainment)
- 5K race starts at 4:30 PM on Saturday (see attached route - no additional road closures needed)
- Kids fun run starts at 5:15 PM on Saturday (on Third Street and parking lot - road closures already requested as part of festival grounds)
- Indoor events on Saturday include dinner & bingo
- Children’s inflatables and rides Saturday 4:00 PM to 11:00 PM
- Beer and wine garden, live music and dancing Saturday 4:00 PM to 11:00 PM
- Basket raffle and cake wheel Saturday 4:00 PM to 11:00 PM
- Anticipated attendance is 100-200 on Friday and 500-800 on Saturday
- Toilet facilities will be provided at the church, school, and portable toilets
- Residents affected by the street closings will be contacted and provisions made for access during the street closure

### Signage Request:

- None

### City Assistance Request:

- Temporary handicap parking designated east side of Oak Street between 2<sup>nd</sup> and 3<sup>rd</sup> Street from 3:00 PM to 11:00 PM
- Street Closures (see attached site plan and narrative):
  - Third Street between Oak Street and Lincoln Avenue (providing access to Schildknecht Funeral Home)
  - Cherry Street between 2<sup>nd</sup> Street and just past 3<sup>rd</sup> Street

- Permission to use the city property (grass area west of city hall)
- Request for PD to be present during the 5K run.

Notes:

- Event is consistent with last year's request.

**Legal Considerations, if any:** None.

**Budget Impact:** None.

**Staff Recommendation**

The City Clerk, Public Works, and Police Department did not have any issues with the request. The Fire Department approved the request with the conditions noted below. Staff recommends approval of the Special Event Permit with the following conditions:

1. If possible, applicant will place a majority of the inflatables and games on the north side of Third Street to allow for easier access for EMS and fire trucks.
2. If an emergency occurs, all inflatables, games, etc. will need to be rapidly removed from the south side of the street to ensure access.

PD —  
FD —  
PW —  
CC —  
P+R —



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

Attach proof of not-for-profit status with application *on file*  
**OR**  
 Provide \$50.00 application fee with application

BUILDING DEPARTMENT ORIGINAL

RECEIVED JUL 17 2015

**APPLICATION FOR A SPECIAL EVENT PERMIT**

Event Name: St. Clare Oktoberfest / +5K  
Location of Event: Third and Cherry / city streets  
Name of Event Organization: St. Clare of Assisi Catholic Church  
Name of person in charge of event (applicant) and mailing address: Ryan Luchefeld  
101411 Cross St. O'Fallon, IL 62269  
Phone: (618) 593-3608 E-Mail: \_\_\_\_\_  
Secondary Contact Person: Shirley Seipp  
Phone: (618) 604-4671 E-Mail: sn/seipp@sbcglobal.net  
Beginning Date / Times: Sept 25, 2015 6pm Ending Date / Times: Sept. 26, 2015 11pm

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

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

ATTACHED

2. Sketch plan of site.

ATTACHED

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

ATTACHED

NOT APPLICABLE

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

ATTACHED

NOT APPLICABLE *on file*

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

ATTACHED

NOT APPLICABLE

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

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

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

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

NONE REQUESTED

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

Parks Department

Police Department

Fire and EMS Department

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

PERMIT REQUIRED (please attach copy)

NOT APPLICABLE

11. American Disability Compliance

ATTACHED

NOT APPLICABLE

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

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

Shirley / Jim (St. Clair Parish Bus. Manager)  
Signature of Applicant/ person in charge of event

7/17/15  
Date of Submission

FOR OFFICE USE ONLY

ELIGIBLE FOR ADMINISTRATIVE APPROVAL? ( ) YES ( ) NO

ADMINISTRATIVE APPROVAL CONDITIONS:

APPROVED BY COMMUNITY DEVELOPMENT DIRECTOR & DATE \_\_\_\_\_

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

APPROVED: CITY COUNCIL \_\_\_\_\_ (DATE)

Narrative:

St. Clare Catholic Church's annual Oktoberfest Festival will take place on Friday, September 25, 2015 and Saturday, September 26, 2015. The following is a plan of the events.

**FRIDAY NIGHT FUN** and activities – held in the St. Clare School gym  
Friday, September 25, 2015 from 6:00 - 11:00 pm. Includes a  
Light menu of snacks and beverages including beer, wine, and  
soft drinks.

Entertainment will include music and local talents.

**5K RUN** Saturday, September 26, 2015 on the O'Fallon and Shiloh  
Streets (course listed below)  
Registration begins at 3:00 pm  
Race starts at 4:30 am.

**Kid's FUN RUN** – Saturday September 26, 2015 –held on the School  
parking lot and Third street.  
Kid's race starts at 5:15 pm

**RUN ACTIVITIES:** - Saturday, September 26, 2015 - held on the school  
parking lot. Activities for runners and children will coincide  
with all other Oktoberfest events. Fruit and water will be  
provided for runners before and after the race.

**OKTOBERFEST FESTIVAL** – St. Clare School Grounds and grassy area  
behind the City Hall on Saturday, September 26, 2015 from 4:00 – 11:00 pm

Dinner served in the St. Clare School cafeteria with dining in the  
school gymnasium from 4:00 PM until 7:00 PM

Bingo in the school gymnasium from 8:00 PM until 10:30 PM

Children's games from 4:00 PM until 11:00 PM

Children's inflatables and rides from 4:00 PM until 10:00 PM

Basket raffle from 4:00 PM until 11:00 PM on the festival grounds

Beer & Wine Garden from 4:00 PM until 11:00 PM on the festival grounds

Live music and dancing from 4:00 PM until 11:00 PM on the festival grounds

Cake wheel from 4:00 PM until 11:00 PM on the festival grounds

### 5K RUN COURSE

- Course begins at school parking lot 214 W 3<sup>rd</sup> Street, O'Fallon, IL
- Turn right on S Oak St.
- Turn Left on W State St. toward Charles St.
- Head North on Charles St.
- Head North on Hesse trail
- Continue North on Illini Drive towards Fairwood Hills drive
- Turn around cone prior to Fairwood Hills drive
- Follow Hesse trail back to State street
- Turn left on State Street
- Turn Right on Oak street
- Turn left on Third Street
- Finish prior to Cherry Street

For the 5k Run event, third street, and the school lot will already be closed to traffic for Oktoberfest event.

For the events held on the festival grounds, parking will be on the street. However, we propose using the East side of Oak Street between 2<sup>nd</sup> St and 3<sup>rd</sup> St to be temporarily designated as handicapped parking. This temporary designation will be in effect from 3:00 – 11:00 pm. This is noted on the attached site plan.

We anticipate approximately 100 – 200 people at the Friday evening event and 500 - 800 people throughout the Saturday evening event.

Street Closing and use of city property:

We request that Third Street be closed just west of N Lincoln Street to Oak (allowing vehicle access to the Schildknecht Funeral Home parking lot and the driveway for the residence at 107 W. 3<sup>rd</sup> St) from 7:00 am – midnight, Sep 26<sup>th</sup>. We anticipate closing the street beginning at the East side of Oak St. and ending at the West side of 107 W 3rd St. Additionally, we would like to close Cherry St beginning at the South side of Second St and ending at the South side of Third Street. We plan on placing the children's games, rides, inflatable attractions, and food booths in this area. Also, we would like permission to use the "grassy" area owned by the City that is located east of the School property bounded on the East by City Hall, on the South by Third St, and on the North by the alley. All residents affected by the street closings will be contacted and provisions made for access during the street closure.

The attached site plan shows the proposed street closure.

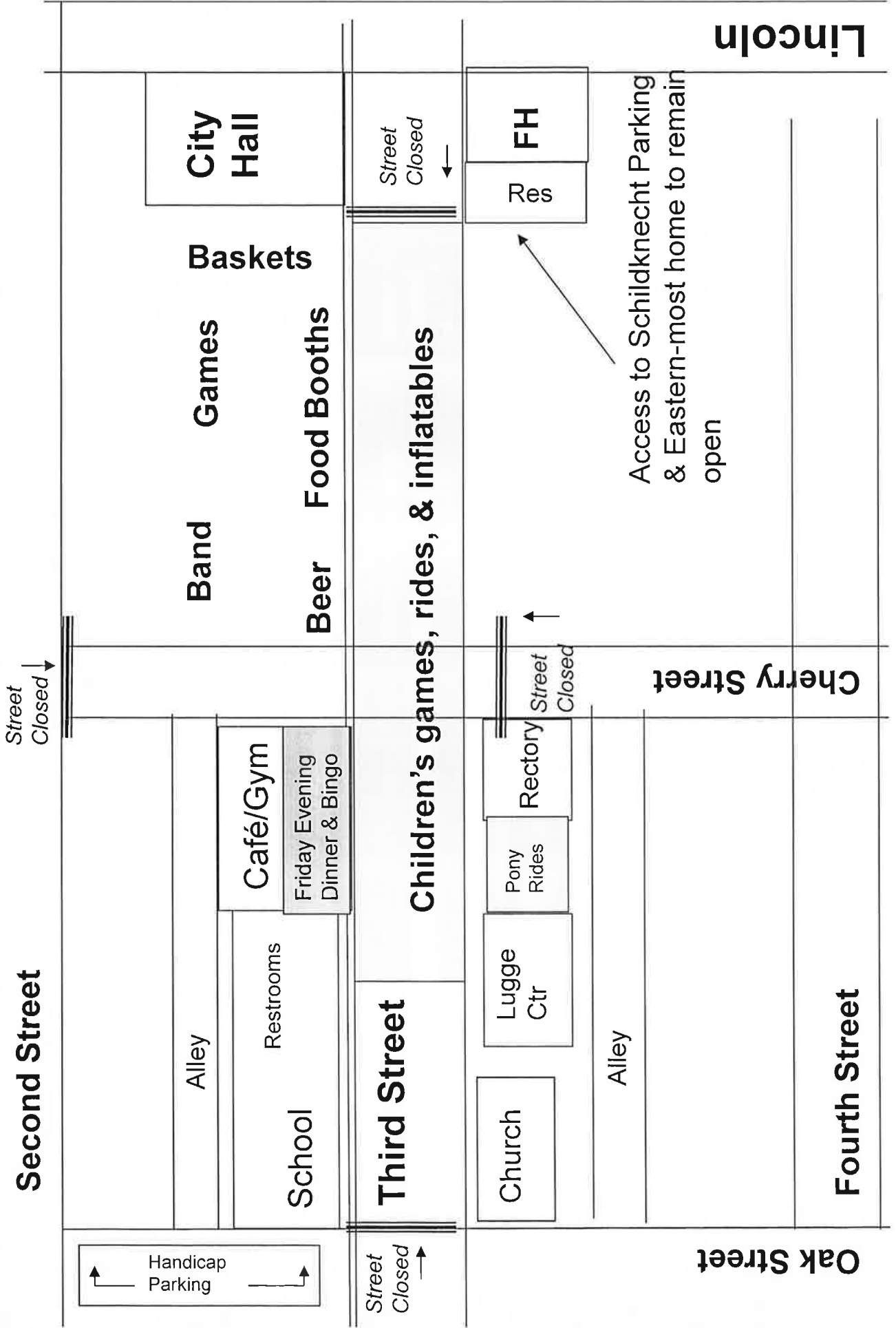
Police/EMS:

The police department will be contacted in request for presence during the 5K Run. We are currently not requesting street closure or blockage for the 5K Run. We will provide signage and volunteers along the race route.

The school toilet facilities will be used for all Oktoberfest events including Friday evening, Saturday Run events and Saturday evening festival events. Additional portable toilets will be available on the festival grounds for all Saturday events.



# St. Clare Oktoberfest September 26, 2015 Site Plan



# Certificate of Coverage

Date: 7/16/2015

**Certificate Holder**  
 Catholic Diocese of Belleville, Inc.  
 Chancery Office  
 222 South 3rd Street  
 Belleville, IL 62220

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Covered Location**  
 St Clare Parish  
 214 W. Third Street  
 O'Fallon, IL 62269

**Company Affording Coverage**  
 THE CATHOLIC MUTUAL RELIEF  
 SOCIETY OF AMERICA  
 10843 OLD MILL RD  
 OMAHA, NE 68154

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

|  | Type of Coverage                               | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits                     |
|--|--|--------------------|-------------------------|--------------------------|----------------------------|
|  | Property                                       |                    |                         |                          | Real & Personal Property   |
|  | <b>D. General Liability</b>                    | 8562               | 7/1/2015                | 7/1/2016                 | Each Occurrence            |
|  | <input checked="" type="checkbox"/> Occurrence |                    |                         |                          | 500,000                    |
|  | <input type="checkbox"/> Claims Made           |                    |                         |                          | General Aggregate          |
|  |  |                    |                         |                          | Products-Comp/OP Agg       |
|  |  |                    |                         |                          | Personal & Adv Injury      |
|  |  |                    |                         |                          | Fire Damage (Any one fire) |
|  | Excess Liability                               | 8562               | 7/1/2015                | 7/1/2016                 | Each Occurrence            |
|  |  |                    |                         |                          | 1,000,000                  |
|  |  |                    |                         |                          | Annual Aggregate           |
|  | Other  |                    |                         |                          | Each Occurrence            |
|  |  |                    |                         |                          | Claims Made                |
|  |  |                    |                         |                          | Annual Aggregate           |
|  |  |                    |                         |                          | Limit/Coverage             |

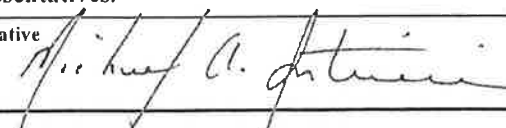
**Description of Operations/Locations/Vehicles/Special Items** (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)  
 Coverage is extended to include the City of O'Fallon, Illinois only for claims arising out of St. Clare Catholic Church use of city-owned property for its parish festival (Oktoberfest) on September 26, 2015.

**Holder of Certificate**

**Cancellation**

**Additional Protected Person(s)**  
 City of O'Fallon  
 255 S. Lincoln Ave.  
 O'Fallon, IL 62269

**Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative 

0037003709

## ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 9/26/2014  
Cancellation Date of Endorsement: 9/28/2014

Certificate Holder: Catholic Diocese of Belleville, Inc.  
Chancery Office  
222 South 3rd Street  
Belleville, IL 62220

Location: St Clare Parish  
214 W. Third Street  
O'Fallon, IL 62269

Certificate No. 8562 of The Catholic Mutual Relief Society of America is amended as follows:

### SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

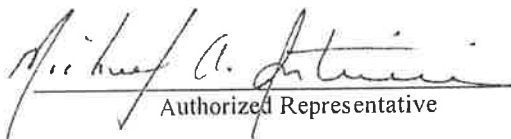
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

### Schedule - ADDITIONAL PROTECTED PERSON(S)

City of O'Fallon  
255 S. Lincoln Ave.  
O'Fallon, IL 62269

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage is extended to include the City of O'Fallon, Illinois only for claims arising out of St. Clare Catholic Church use of city-owned property for its parish festival (Oktoberfest) on September 26, 2015.

  
Authorized Representative

DRAFT

**Public Works Committee  
Minutes  
6:30 P.M.; July 27, 2015**

Minutes of a meeting of the City of O'Fallon's Public Works Committee, held in the Community Room of the Public Safety Building, 285 N. Seven Hills Road, O'Fallon, Illinois on July 27, 2015.

CALL TO ORDER: Time: 6:30 P.M.

ROLL CALL: MEMBERS: McCoskey, Meile, Bennett, Roach, Gerrish, Holden  
Absent: Cozad

NON-COMMITTEE ALDERMEN: Hagarty; Mouser, Drolet, Kueker, Albrecht

STAFF LIAISON: Bell, Sullivan, Nolan, Taylor, Bowman, Denton, Evans, Funk

GUESTS: Vern Malare, Dave Pfeifer, Ron Zelms, Anita & Millard Curtis

Minutes from June 22, 2015 were approved.

**Item 1:** **POI:** 8645 E. Hwy 50 Compound Privacy Wall Bid – Staff reported nothing new at this time. (Open)

**Item 2:** **AI:** Severe Weather Warning Sirens – The project is to provide and install 3-each electronic warning sirens to replace 3-each warning sirens that are obsolete. The outside sirens at E.K. Elementary School, O'Fallon Township High School, and Central Elementary School have outlived their useful lives and replacement parts are no longer available. After a discussion, the Committee made a motion to accept the proposal from Wireless USA presented at the June 22<sup>nd</sup> meeting. Additionally, staff spoke about the possibility of moving a couple of siren locations for better coverage. (Closed)

**Motion:** Committee recommends approval of the contract with wirelessUSA in the amount of \$91,899.00.

**Item 3:** **AI:** W. Hwy 50 Plat of Highways Proposal – Staff presented an agreement from Rhutasel & Associates. Since the ROW of Highway 50 is in the name of the State of Illinois and not the City of O'Fallon, IDOT requires that a plat of highways be prepared to dedicate the proposed ROW needed for the project which was previously unused.  
(Closed)

**Motion:** Committee recommends approval of the contract with Rhutasel & Associates in the amount of \$6,569.50 to prepare the needed documentation.

**Item 4:** **AI:** Augusta/Smiley Backyard Sewer Main Replacement (Parkview Gardens Subdivision) Proposal – Staff presented a proposal from Sherbut- Carson – Claxton, LLC. The sewer main runs through the backyards of the homes that are between Augusta and Smiley from Hwy 50 north to 2<sup>nd</sup> Street. The sewer main has numerous misaligned joints, broken segments and advanced root invasion. Numerous back-ups due to the condition of main have been reported. Lining of the main is not a viable option. Additionally, the main's connection to a larger main running on the east side of Smiley is in need of

**POI:** Point of Information

**AI:** Action Item

replacement as well. In all there is about 2,300 lineal feet of sewer main to be replaced. (Closed)

**Motion:** Committee recommends approval of the proposal from Sherbut-Carson-Claxton, LLC. in the amount of \$59,340.00.

**Item 5:** Lincoln Farms Lift Station Upgrade Proposal – Staff presented a proposal from Sherbut- Carson – Claxton, LLC. With the build out of existing developments in the northwest sector of the City and the real possibility of additional development there, staff has been looking at the existing capacity of the Lincoln Farms Lift Station and have found that the capacity of the wet well there is insufficient, now. Currently, if there is an alarm for pump failure there, crews only have as little as 20 minutes to clear the problem before raw sewage could start escaping from the existing wet well due to its less than adequate storage. Additional storage is needed to allow a greater response time to problems at the lift station. In the future, there will be other improvement requirements at the lift station should new development occur in the northwest sector of the City. (Closed)

**Motion:** Committee recommends approval of the proposal from Sherbut-Carson-Claxton, LLC., in the amount of \$9,370.00.

**Item 6:** Simmons Road Improvements, Phase 2, Design Agreement Proposal & IDOT MFT Resolution – Staff presented an agreement from Rhutasel & Associates. The City has received a grant for Phase 2 of the two phase project to reconstruct Simmons Road, and will be submitting the Phase 1 portion of the project during the next grant cycle. The outlook for grant funding for Phase 1 is very good based on the lack of submittals by other Metro East agencies in recent years. Therefore, staff desires to push ahead with the design of both phases in hopes that both Phase 1 & 2 can be combined for a single construction bid with an overall reduced construction cost due to the larger scale. Staff has been successful in the recent past combining phases of projects. (Closed)

**Motion:** Committee recommends approval of the contract with Rhutasel & Associates in the amount of \$110,000.00, and the IDOT-required MFT Resolution in the amount of \$800,000.00 to show project support.

**Item 7:** Windsor Creek Stop Signs, Ordinance Revision – Staff presented an ordinance for stop signs. Due to the completion of another phase of the Windsor Creek Subdivision, the stop sign installation which has been accomplished requires supporting ordinance passage to allow police enforcement. (Closed)

**Motion:** Committee recommends approval of the ordinance.

ADJOURNMENT: 7:00 P.M.

PREPARED BY: Heide Bell

Next regular meeting is scheduled for Monday, August 24, 2015 at 7:00 P.M., to be held in the Community Room at the Public Safety Building.

**POI:** Point of Information

**AI:** Action Item



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** MOTION – Purchase of E-Class 8 Electronic Sirens with Installation

**List of committees that have reviewed:** Public Works

**Background:** The project is to provide and install 3-each electronic warning sirens to replace 3-each warning sirens that are obsolete. The outside sirens at E.K. Elementary School, O'Fallon Township High School, and Central Elementary School have outlived their useful lives and replacement parts are no longer available.

**Legal Considerations, if any:** None beyond obtaining materials and installation services to support a proprietary system.

**Budget Impact:** Funds were set aside in the FY16 Streets Budget in the amount of \$92,000.

**Staff recommendation:** Staff recommends the purchase of the sirens and installation by wirelessUSA in the amount of \$91,899 (see attached).

V.e

# wirelessUSA

## EQUIPMENT PROPOSAL

**FOR:** O'fallon Police Dept  
285 N Seven Hills Rd  
O'fallon Il, 62269

**CONTACT:** Daryl Ostendorf

**PHONE:** 618-622-1516

**EMAIL:**

| ITEM | QTY | MODEL NUMBER | DESCRIPTION  | UNIT PRICE   | TOTAL        |
|------|-----|--------------|--|--------------|--------------|
| 1    | 3   | E-Class 8    | E-Class 8 Electronic siren with (8) 400 watt horns                   | \$ 19,521.00 | \$ 58,563.00 |
| 2    | 3   | EC-8         | 3200 Watts, Electronic control                                       | \$ -         | \$ -         |
| 3    | 3   | RTU-E        | Door Mount RTU Electronic  | \$ -         | \$ -         |
| 4    | 3   | Kit-FSK-E    | FSK Format Cart for Electronic                                       | \$ 173.00    | \$ 519.00    |
| 5    | 3   | MSG          | Message board for Electronic Siren                                   | \$ 400.00    | \$ 1,200.00  |
| 6    | 3   | Kit RRM      | Motorola Radio Interface   | \$ 75.00     | \$ 225.00    |
| 7    | 3   | Kit omni Ant | Coax omni Directional  | \$ 275.00    | \$ 825.00    |
| 8    | 3   | Motorola     | Motorola radios  | \$550        | \$ 1,650.00  |
| 9    | 1   | software     | Compuert software  | \$ 975.00    | \$ 975.00    |
| 10   | 3   |              | Pole mounts, Set of 2 batteries, and lightning arrestors for sirens. | \$ 1,032.00  | \$ 3,096.00  |

**REMARKS:**

The price of the poles which was included in the install price is \$4683.00. the price of the poles includes delivery of the poles.  
American signal requires a 25% downpayment with the order.

|                           |    |           |
|---------------------------|----|-----------|
| <b>SUBTOTAL</b>           | \$ | 67,053.00 |
| <b>TAX</b>                |    |           |
| <b>INSTALLATION</b>       | \$ | 24,846.00 |
| <b>FCC LICENSE</b>        | \$ | -         |
| <b>DELIVERY</b>           | \$ | -         |
| <b>TOTAL INVOICE</b>      | \$ | 91,899.00 |
| <b>TRADE-IN REBATE</b>    | \$ | -         |
| <b>TOTAL after rebate</b> | \$ | 91,899.00 |

**WARRANTY:**

**DELIVERY:** 3 weeks

**MAINTENANCE CONTRACT:**

**PREPARED BY:** Stephen Foster

**PHONE:** 314-580-1928

**ACCEPTED BY:**

**DATE:** 12/30/2014

**FAX:** 618-344-8422

**DATE:**



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** August 3, 2015  
**Subject:** MOTION – Purchase of Leak Detection Equipment

**List of committees that have reviewed:** None

**Background:** Subsurface, sonic leak detection has been contracted for in the past by the Water Division; however, the cost of such services and the frequency they are required has made owning our own detection equipment cheaper in the long run. Quotes have been obtained for the equipment used by the contractors which will be used by City personnel.

**Legal Considerations, if any:** None beyond obtaining equipment based on competitive bid. (See attached bids.)

**Budget Impact:** Funds were set aside in the FY16 Water Budget in the amount of \$26,000.

**Staff recommendation:** Staff recommends the purchase of the leak detection equipment from Eden Brothers in the amount of \$21,455.





**Eden Brothers**

PO Box 247  
Saint James, MO 65559

## Quote

|         |           |
|---------|-----------|
| Date    | 7/16/2015 |
| Quote # | 200601539 |
| Rep     | GE        |

| Name / Address  |
|---|
| City of O'Fallon<br>Att: Frank Shewmaker<br>318 West 2nd Street<br>O'Fallon, IL 62269 |

| Project        |
|----------------|
| SeCorrPhon Kit |

| Part #   | Description   | Qty | Price        | Total       |
|--|---|-----|--------------|-------------|
| 75-4700-3318-6   | SeCorrPhon AC 06 Leak Noise Correlator w/ Leak Listener Kit.                        | 1   | 15,995.00    | 15,995.00   |
| 3P-4   | 3P-4 Ground Microphone (additional Soft Surface Sensor for Sewerin Leak Listeners). | 1   | 1,460.00     | 1,460.00    |
| EM22-S1002   | Option Hydrophones for Leak Noise Correlator.                                       |     | 4,000.00     | 4,000.00    |
| Shipping   | Shipping and Handling (FREE SHIPPING).  | 1   | 0.00         | 0.00        |
| <p>Notes:</p> <ul style="list-style-type: none"> <li>1) This quotation is valid for 30 days. All prices are in US\$.</li> <li>2) Any discounts quoted only apply if payment is made within terms (Wire Transfer).</li> <li>3) FREE Shipping on this order.</li> <li>4) All Purchase Orders MUST be made out to EDENBROS, LLC.</li> <li>5) Lead time is IN STOCK.</li> <li>6) A restocking fee of 25% applies to all products, parts &amp; projects.</li> </ul> |   |     |              |             |
| Thank you for the opportunity to bid for your business.  |   |     | <b>Total</b> | \$21,455.00 |

Phone # 800-526-5246

Fax # 800-807-9368

info@edenbros.com

www.edenbros.com

# ESTIMATE

## **Pipe Solutions**

EST. 1988

**City of O'Fallon**  
318 West 2nd Street  
O'Fallon, Illinois 62269

### **Pipe Solutions**

P.O. Box 8621  
St. Louis, Missouri 63126

Phone: 314-843-4400  
Email: [info@pipesolutions.com](mailto:info@pipesolutions.com)  
Web: [www.pipesolutions.com](http://www.pipesolutions.com)

Estimate # 000180  
Date 07/23/2015

| <b>Description</b>   | <b>Quantity</b> | <b>Rate</b>     | <b>Total</b>       |
|--|-----------------|-----------------|--------------------|
| 75-4700-3318-6<br>SeCorrPhon AC 06 Leak Noise Correlator w/Leak Listener Kit | 1.0             | \$15,995.00     | \$15,995.00        |
| 3P-4<br>3P-4 Ground Microphone   | 1.0             | \$1,460.00      | \$1,460.00         |
| EM22-S1002<br>Hydrophones for Leak Noise Correlator                          | 1.0             | \$4,000.00      | \$4,000.00         |
| Training<br>Training on site   | 1.0             | \$450.00        | \$450.00           |
| Shipping   | 1.0             | \$178.00        | \$178.00           |
|  |                 | <b>Subtotal</b> | <b>\$22,083.00</b> |
|  |                 | <b>Total</b>    | <b>\$22,083.00</b> |



"Advanced Technology for Water, Sewer & Gas Professionals"

**PIPE TOOLS INC.**  
**2835 Haddonfield Road**  
**Pennsauken, NJ 08110**

# Quotation

|           |            |
|-----------|------------|
| Date      | Quotation# |
| 7/20/2015 | 1280       |

|   |
|---|
| Name / Address  |
| City of O'Fallon Water Department<br>Frank Shewmaker<br>410 E. Elm Street<br>O'Fallon, MO 63366 |

|   |
|---|
| Ship To   |
| City of O'Fallon Water Department<br>Frank Shewmaker<br>410 E. Elm Street<br>O'Fallon, MO 63366 |

|          |        |     |
|----------|--------|-----|
| P.O. No. | Terms  | Rep |
|          | Net 30 | JF  |

| Item                 | Description   | Qty | Total      |
|----------------------|---|-----|------------|
| SW SecorrPhon AC...  | Sewerin Combined Correlator and Electro-acoustic Water Leak Detector Kit that includes AC 06 Receiver, Radio Transmitters, T-4 Test Rod, BO-4 Wind Protected Ground Microphone, 3P-4 Soft Soil Ground Microphone with Stake, EM 30 Piezo Microphones for Correlation, Stereo Headphones, and Docking Station / Charger. | 1   | 17,161.00T |
| SW SeCorr 08 Hydr... | SeCorr 08 Hydrophone Kit  | 1   | 4,566.00T  |
| SW Training          | PIPE TOOLS INC Sewerin Leak Detection On Site Field Training  | 2   | 4,000.00T  |
| Shipping & Handling  | Shipping & Handling Charges   |     | 90.00T     |

|                                    |                         |             |
|------------------------------------|-------------------------|-------------|
| Please Call or Fax Purchase Order# | <b>Subtotal</b>         | \$25,817.00 |
|                                    | <b>Sales Tax (0.0%)</b> | \$0.00      |
|                                    | <b>Total</b>            | \$25,817.00 |

Signature \_\_\_\_\_

|              |               |                  |                  |
|--------------|---------------|------------------|------------------|
| Phone #      | Fax #         | E-mail           | Web Site         |
| 866-246-1828 | 856-662- 7070 | pipetool@aol.com | pipetoolsinc.net |

**MEMO**

To: City Clerk, Phil Goodwin  
Finance Committee:  
Mike Bennett, Chair  
Jerry Albrecht – Vice Chairman  
Ned Drolet  
Bob Kueker  
Gene McCoskey  
Herb Roach  
Matt Smallheer

From: Patricia Diess  
Date: July 31, 2015  
Subject: Invoices for August 3, 2015  
Amount: \$706,725.85  
Warrant: #330

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Attached, for the Finance Committee's and the City Council's approval, is the bills list for August 3, 2015 in the amount of \$702,157.77 as well as \$1,990.00 for Seasonal Park Payments, \$1,462.50 for Park Refunds, and \$1,115.58 Utility Billing Refunds. If you have any questions or should need further information, please let me know.

Copy: Sandy Evans  
City Council  
Mayor Graham

**CITY OF O'FALLON**

BILL LIST FOR August 3, 2015  
Warrant #330

The Mayor and the City Council of the City of O'Fallon, Illinois, hereby approve the attached list of bills and authorize the Director of Finance to forward payment on the 4<sup>th</sup> of August, 2015. The Office of Finance is hereby authorized to borrow from any fund having an excess cash balance to pay the bills for any fund having a cash deficit.

\_\_\_\_\_  
Gary Graham, Mayor

ATTEST:

\_\_\_\_\_  
Philip Goodwin, City Clerk

|    | A   | B                     | C   | D                      | E                 |
|----|---|-----------------------|---|------------------------|-------------------|
| 1  | <b>AP Warrant FY 2016</b>                 |                       |   |                        |                   |
| 2  | Invoice Due Date.Date mm-dd-yyyy          | 08/04/2015            |   |                        |                   |
| 3  |   |                       |   |                        |                   |
| 4  | <b>Invoice Amount</b>                     |                       |   |                        |                   |
| 5  | <b>Vendor Name</b>                        | <b>Invoice Number</b> | <b>Invoice Description</b>                          | <b>Date mm-dd-yyyy</b> | <b>Total</b>      |
| 6  | Abra-Kid-Abra                             | 5519                  | Pks/Rec-Circus Camp                                 | 07/24/2015             | \$960.00          |
| 7  | <b>Abra-Kid-Abra Total</b>                |                       |   |                        | <b>\$960.00</b>   |
| 8  | Absopure Water Co                         | 83675480              | Strts-Drinking Water                                | 07/01/2015             | \$25.00           |
| 9  |   | 83677312              | Strts-Drinking Water                                | 07/02/2015             | \$60.50           |
| 10 | <b>Absopure Water Co Total</b>            |                       |   |                        | <b>\$85.50</b>    |
| 11 | Active Network LLC                        | 11068827              | Pks/Rec-Credit Card Readers                         | 07/17/2015             | \$264.00          |
| 12 | <b>Active Network LLC Total</b>           |                       |   |                        | <b>\$264.00</b>   |
| 13 | Advertiser Press Co                       | 11057                 | Upstairs-Business Cards/Erb, Susan                  | 07/20/2015             | \$75.00           |
| 14 | <b>Advertiser Press Co Total</b>          |                       |   |                        | <b>\$75.00</b>    |
| 15 | All Touch Tennis LLC                      | 5605                  | Pks/Rec-July 13th Tennis Camp                       | 07/27/2015             | \$1,080.00        |
| 16 |   | 5754-5782             | Pks/Rec-Tennis Lessons, Summer 2015                 | 07/27/2015             | \$1,043.20        |
| 17 | <b>All Touch Tennis LLC Total</b>         |                       |   |                        | <b>\$2,123.20</b> |
| 18 | Ameren Illinois                           | 0616-071615           | Swr-Indian Springs Lift Station Utilities           | 07/20/2015             | \$66.22           |
| 19 | <b>Ameren Illinois Total</b>              |                       |   |                        | <b>\$66.22</b>    |
| 20 | American Legal Publishing Co              | 105806                | Admin-M & S Folio, Annual Internet Renewal          | 07/24/2015             | \$29.80           |
| 21 | <b>American Legal Publishing Co Total</b> |                       |   |                        | <b>\$29.80</b>    |
| 22 | American Planning Assn                    | 117636-1575           | CDD-Membership Fees/Shekell, Ted                    | 07/13/2015             | \$613.00          |
| 23 |   | 164745-1575           | CDD-Membership Fees/Randall, Justin                 | 07/13/2015             | \$400.00          |
| 24 |   | 218328-1575           | CDD-Membership Fees/Stevenson, Anne                 | 07/13/2015             | \$200.00          |
| 25 | <b>American Planning Assn Total</b>       |                       |   |                        | <b>\$1,213.00</b> |
| 26 | American Public Works Assn                | 100115-093016         | Eng-Membership Renewal/Sullivan, Dennis             | 07/09/2015             | \$179.00          |
| 27 | <b>American Public Works Assn Total</b>   |                       |   |                        | <b>\$179.00</b>   |
| 28 | American Test Center Inc                  | 2151754               | FD-Ground Ladder Tested                             | 07/17/2015             | \$1,411.00        |
| 29 | <b>American Test Center Inc Total</b>     |                       |   |                        | <b>\$1,411.00</b> |
| 30 | Anderson Hospital                         | 20355                 | BLS Healthcare Provider/Cedar Hurst Assisted Living | 07/07/2015             | \$15.00           |
| 31 | <b>Anderson Hospital Total</b>            |                       |   |                        | <b>\$15.00</b>    |
| 32 | Anderson Pest Solutions                   | 3444799               | FD-Pest Control/1215 Taylor Rd                      | 07/16/2015             | \$132.00          |
| 33 |   | 3444800               | FD-Pest Control/1215 Taylor Rd                      | 07/16/2015             | \$159.00          |
| 34 | <b>Anderson Pest Solutions Total</b>      |                       |   |                        | <b>\$291.00</b>   |
| 35 | Aramark Uniform Services                  | 452-8995078           | PD/EMS-Mat Service                                  | 07/16/2015             | \$140.23          |
| 36 | <b>Aramark Uniform Services Total</b>     |                       |   |                        | <b>\$140.23</b>   |
| 37 | AT&T                                      | 618622490607          | 618-622-4906 939 6                                  | 07/19/2015             | \$55.59           |
| 38 |   | 618622611907          | 618-622-6119 902 2                                  | 07/19/2015             | \$65.02           |
| 39 | <b>AT&amp;T Total</b>                     |                       |   |                        | <b>\$120.61</b>   |
| 40 | Auffenberg Dealer Group                   | 443322                | Rotary Van-Tires                                    | 07/27/2015             | \$292.25          |
| 41 |   | 443437                | PD-Svc on 2015 , Unit 51                            | 07/20/2015             | \$60.11           |
| 42 |   | 78608                 | FD-Weatherstrip for 4391                            | 07/24/2015             | \$67.10           |
| 43 |   | 78610                 | Strts-Sensor Kit                                    | 07/24/2015             | \$85.76           |

|    | A  | B            | C  | D          | E                  |
|----|--|--------------|--|------------|--------------------|
| 44 | <b>Auffenberg Dealer Group Total</b>         |              |  |            | <b>\$505.22</b>    |
| 45 | B C Signs                                    | 233098       | Strts-Signs  | 07/24/2015 | \$17,036.00        |
| 46 | <b>B C Signs Total</b>                       |              |  |            | <b>\$17,036.00</b> |
| 47 | Balke Brown Associates                       | 072315       | TIF District 3   | 07/23/2015 | \$1,020.00         |
| 48 | <b>Balke Brown Associates Total</b>          |              |  |            | <b>\$1,020.00</b>  |
| 49 | Bank of Edwardsville, The                    | 071515A      | Pks/Rec-Acct 1049447349 Pmt                            | 07/15/2015 | \$1,441.93         |
| 50 |  | 071515B      | Sportspark-Loan 1049451149 Pmt                         | 07/15/2015 | \$650.91           |
| 51 |  | 072115       | PD-Loan 1052918849 Pmt                                 | 07/21/2015 | \$2,691.43         |
| 52 |  | 072215       | PD-Loan 1050156949 Pmt                                 | 07/22/2015 | \$870.51           |
| 53 | <b>Bank of Edwardsville, The Total</b>       |              |  |            | <b>\$5,654.78</b>  |
| 54 | Batteries Plus Bulbs                         | 378-294692   | Swr-12V Lead Batteries                                 | 07/17/2015 | \$150.21           |
| 55 | <b>Batteries Plus Bulbs Total</b>            |              |  |            | <b>\$150.21</b>    |
| 56 | Belleville Seed House Inc                    | SO-048284    | Strts-Straw Blanket, Waterway Mixture, Fertilizer, Etc | 07/01/2015 | \$1,058.00         |
| 57 | <b>Belleville Seed House Inc Total</b>       |              |  |            | <b>\$1,058.00</b>  |
| 58 | Bel-O Cooling & Heating Inc                  | 83890        | Wtr-Labor  | 07/16/2015 | \$90.00            |
| 59 | <b>Bel-O Cooling &amp; Heating Inc Total</b> |              |  |            | <b>\$90.00</b>     |
| 60 | Bohannon, Kenneth O                          | 071715       | Swr-Easement   | 07/17/2015 | \$2,500.00         |
| 61 | <b>Bohannon, Kenneth O Total</b>             |              |  |            | <b>\$2,500.00</b>  |
| 62 | Brandon Industries Inc                       | 116066       | Strts-Sign Post Repl at Obie Roundabout                | 07/15/2015 | \$988.00           |
| 63 | <b>Brandon Industries Inc Total</b>          |              |  |            | <b>\$988.00</b>    |
| 64 | Bruce's Auto Repair                          | 4827         | Swr-Svc on 2003 Dodge Pickup                           | 07/06/2015 | \$401.36           |
| 65 | <b>Bruce's Auto Repair Total</b>             |              |  |            | <b>\$401.36</b>    |
| 66 | Bruckert, Gruenke & Long PC                  | 3739         | PD-Attend Tow Hearings                                 | 07/06/2015 | \$90.00            |
| 67 | <b>Bruckert, Gruenke &amp; Long PC Total</b> |              |  |            | <b>\$90.00</b>     |
| 68 | Buckeye Cleaning Center                      | 901849       | Pks/Rec,Sportspark,Pool-12 Cases 2 Ply TP              | 07/14/2015 | \$530.16           |
| 69 |  | 901861       | Cemetery-Liners, Gloves                                | 07/14/2015 | \$29.77            |
| 70 |  | 902239       | Pks/Rec-Lg Gloves                                      | 07/16/2015 | \$18.66            |
| 71 | <b>Buckeye Cleaning Center Total</b>         |              |  |            | <b>\$578.59</b>    |
| 72 | Butler Supply Co                             | 12070459     | Swr-Linerless Rubber Tape                              | 07/06/2015 | \$42.56            |
| 73 |  | 12080144     | WWTP-Rig A Lites                                       | 07/15/2015 | \$905.01           |
| 74 |  | 12084209     | Swr-Indian Springs Lift Station Repl                   | 07/20/2015 | \$86.32            |
| 75 |  | 12084210     | Swr-Ratchnut Screwdriver                               | 07/20/2015 | \$63.00            |
| 76 | <b>Butler Supply Co Total</b>                |              |  |            | <b>\$1,096.89</b>  |
| 77 | C and C Pumps & Supply Inc                   | INV13331     | Swr-27" Interceptor Repair Hilltop                     | 07/13/2015 | \$2,475.00         |
| 78 | <b>C and C Pumps &amp; Supply Inc Total</b>  |              |  |            | <b>\$2,475.00</b>  |
| 79 | Casper Stolle Quarry                         | 990578       | Swr-27" Interceptor Repair Hilltop                     | 07/20/2015 | \$441.72           |
| 80 | <b>Casper Stolle Quarry Total</b>            |              |  |            | <b>\$441.72</b>    |
| 81 | CBB Transportation                           | 11           | HSHS TIF Greenmount Rd Project                         | 07/16/2015 | \$2,730.65         |
| 82 | <b>CBB Transportation Total</b>              |              |  |            | <b>\$2,730.65</b>  |
| 83 | CDM Partnership                              | 071315       | Wtr-Rieder Rd Wtr Main Extension Easement              | 07/13/2015 | \$4,190.00         |
| 84 | <b>CDM Partnership Total</b>                 |              |  |            | <b>\$4,190.00</b>  |
| 85 | Charter Communications                       | 0708-080715B | Wtr,Strts-Acct 8345 78 225 0099975 Pmt                 | 07/01/2015 | \$14.77            |
| 86 |  | 0801-083115  | FD-Acct 8345 78 205 0048974 Pmt                        | 07/21/2015 | \$59.12            |

|     | A  | B              | C  | D          | E                 |
|-----|--|----------------|--|------------|-------------------|
| 87  | <b>Charter Communications Total</b>        |                |  |            | <b>\$73.89</b>    |
| 88  | Chick-fil-A Inc                            | 062915         | Sportspark,Pool-1298 Sandwiches Sold                 | 06/29/2015 | \$3,246.00        |
| 89  | <b>Chick-fil-A Inc Total</b>               |                |  |            | <b>\$3,246.00</b> |
| 90  | Christ Truck Svc Inc                       | 14495          | PropS-Juniper Culvert Repair                         | 07/01/2015 | \$713.80          |
| 91  |  | 14504          | Swr-New Public Works Storage Bldg                    | 07/01/2015 | \$2,344.83        |
| 92  |  | 14555          | Pks/Rec-1.55 Tons Large Trap Rock                    | 07/10/2015 | \$68.20           |
| 93  | <b>Christ Truck Svc Inc Total</b>          |                |  |            | <b>\$3,126.83</b> |
| 94  | Cletes Auto Repair                         | 82282          | PD-2014 Ford Explorer                                | 07/14/2015 | \$40.00           |
| 95  |  | 82321          | PD-Svc on 2012 Chevrolet Tahoe                       | 07/20/2015 | \$209.10          |
| 96  |  | 82332          | PD-2013 Chevrolet Tahoe                              | 07/20/2015 | \$76.62           |
| 97  | <b>Cletes Auto Repair Total</b>            |                |  |            | <b>\$325.72</b>   |
| 98  | Collierville Soccer                        | E46213-T687346 | Pks/Rec-Girls Wolf River Classic-U11/Hamm Tourney    | 07/25/2015 | \$675.00          |
| 99  | <b>Collierville Soccer Total</b>           |                |  |            | <b>\$675.00</b>   |
| 100 | Commercial Lawn Irrig Inc                  | 37220          | FD-Labor and Parts to Repair Funnypipe Line          | 07/14/2015 | \$101.85          |
| 101 | <b>Commercial Lawn Irrig Inc Total</b>     |                |  |            | <b>\$101.85</b>   |
| 102 | Constant Contact Inc                       | 4DTZGLUAB20815 | EconDev-Subscription to "Inside O'Fallon Newsletter" | 07/27/2015 | \$294.00          |
| 103 | <b>Constant Contact Inc Total</b>          |                |  |            | <b>\$294.00</b>   |
| 104 | CPR Plus                                   | 62915          | EMS-Courses, Materials, Heartsaver DVD               | 07/10/2015 | \$2,489.70        |
| 105 | <b>CPR Plus Total</b>                      |                |  |            | <b>\$2,489.70</b> |
| 106 | CSX Transportation                         | 8299367        | Wtr-Annual Fee for a Pipeline                        | 07/16/2015 | \$100.00          |
| 107 |  | CSX790499      | Swr-Woodstream Sewer Bypass                          | 07/27/2015 | \$8,500.00        |
| 108 | <b>CSX Transportation Total</b>            |                |  |            | <b>\$8,600.00</b> |
| 109 | Custom Screen Printing Inc                 | 28626          | Pks/Rec-100 Sapphire T Shirts                        | 06/15/2015 | \$345.00          |
| 110 |  | 28705          | Pks/Rec-50 Lime Camp Shirts                          | 06/23/2015 | \$182.50          |
| 111 | <b>Custom Screen Printing Inc Total</b>    |                |  |            | <b>\$527.50</b>   |
| 112 | Datamax Office Systems                     | 953049         | Contract GNG13145-01                                 | 07/27/2015 | \$7.36            |
| 113 | <b>Datamax Office Systems Total</b>        |                |  |            | <b>\$7.36</b>     |
| 114 | Datamax STL Leasing                        | L305821061     | Lease 3-05821  | 07/25/2015 | \$356.02          |
| 115 |  | L306061041     | Lease 3-06061  | 07/25/2015 | \$109.40          |
| 116 |  | L306136036     | Lease 3-06136  | 07/25/2015 | \$454.07          |
| 117 |  | L306185032     | Lease 3-06185  | 07/25/2015 | \$3,112.53        |
| 118 |  | L306498007     | Lease 3-06498  | 07/25/2015 | \$181.65          |
| 119 |  | L403083008     | Lease 4-03083  | 07/15/2015 | \$169.35          |
| 120 | <b>Datamax STL Leasing Total</b>           |                |  |            | <b>\$4,383.02</b> |
| 121 | Dave Schmidt Truck Svc                     | P42610         | Strts-Starter, Unit 40                               | 07/22/2015 | \$385.31          |
| 122 |  | T78863         | Strts-Svc on 2005 International, Unit 40             | 06/30/2015 | \$1,856.25        |
| 123 |  | T78950         | EMS-2008 F450 Service, Unit 4356                     | 07/10/2015 | \$670.82          |
| 124 | <b>Dave Schmidt Truck Svc Total</b>        |                |  |            | <b>\$2,912.38</b> |
| 125 | DP Golf Center Inc                         | 5542           | Pks/Rec-Mini Camp Golf                               | 07/27/2015 | \$695.00          |
| 126 |  | 5543           | Pks/Rec-Mini Camp Golf                               | 07/27/2015 | \$123.00          |
| 127 | <b>DP Golf Center Inc Total</b>            |                |  |            | <b>\$818.00</b>   |
| 128 | Drury Development Corporation              | Jun 2015       | June 2015 Rebate Agreement                           | 07/28/2015 | \$5,925.98        |
| 129 | <b>Drury Development Corporation Total</b> |                |  |            | <b>\$5,925.98</b> |



|     | A   | B               | C  | D          | E                 |
|-----|---|-----------------|--|------------|-------------------|
| 130 | Dutch Hollow Janitor                          | 190316          | PD/EMS-Hand Soap, Pump Dispenser                   | 07/10/2015 | \$60.49           |
| 131 |   | 190496          | FD-Oil Absorbent                                   | 07/15/2015 | \$75.26           |
| 132 | <b>Dutch Hollow Janitor Total</b>             |                 |  |            | <b>\$135.75</b>   |
| 133 | Eagle Fencing Academy                         | 25              | Pks/Rec-5744 Essential Epee, 5745 Beginner Fencing | 07/21/2015 | \$131.00          |
| 134 | <b>Eagle Fencing Academy Total</b>            |                 |  |            | <b>\$131.00</b>   |
| 135 | EJ Equipment Inc                              | 69739           | Swr-Camera Truck Service                           | 07/14/2015 | \$248.96          |
| 136 | <b>EJ Equipment Inc Total</b>                 |                 |  |            | <b>\$248.96</b>   |
| 137 | Electrico Inc                                 | 15638-0630      | Strts-Traffic Signal Maintenance                   | 06/30/2015 | \$1,121.67        |
| 138 | <b>Electrico Inc Total</b>                    |                 |  |            | <b>\$1,121.67</b> |
| 139 | Elite Ft Incorporated                         | 5565            | Pks/Rec-Mini Camp Soccer                           | 07/27/2015 | \$903.00          |
| 140 | <b>Elite Ft Incorporated Total</b>            |                 |  |            | <b>\$903.00</b>   |
| 141 | Express Medical Care LLC                      | 2774            | FD-Physical/McWhorter, Chelsie                     | 07/20/2015 | \$171.00          |
| 142 |   | 2806            | EMS-Physical/Hendricks, Steven                     | 07/23/2015 | \$226.00          |
| 143 |   | 2814            | PD/EMS-Physical/Foster, Michelle                   | 07/23/2015 | \$226.00          |
| 144 | <b>Express Medical Care LLC Total</b>         |                 |  |            | <b>\$623.00</b>   |
| 145 | Fastenal Company                              | ILBEL69160      | PW-Cable Ties, Caution Tape                        | 07/13/2015 | \$44.42           |
| 146 |   | ILBEL69225      | PW-Safety Supplies                                 | 07/17/2015 | \$491.59          |
| 147 | <b>Fastenal Company Total</b>                 |                 |  |            | <b>\$536.01</b>   |
| 148 | Fire Apparatus & Supply Team                  | 15-281          | FD-Yellow Shut Off for Akron Sabre Jet Style 1523  | 07/27/2015 | \$28.40           |
| 149 | <b>Fire Apparatus &amp; Supply Team Total</b> |                 |  |            | <b>\$28.40</b>    |
| 150 | Fire Appliance                                | 56355           | FD-Fire Extinguisher Services                      | 07/21/2015 | \$60.00           |
| 151 | <b>Fire Appliance Total</b>                   |                 |  |            | <b>\$60.00</b>    |
| 152 | Forward Generation LLC                        | 072215          | EASEMENT   | 07/22/2015 | \$5,370.00        |
| 153 | <b>Forward Generation LLC Total</b>           |                 |  |            | <b>\$5,370.00</b> |
| 154 | Four Seasons Dist                             | 47037           | Pool-Concession Foods                              | 07/16/2015 | \$504.75          |
| 155 |   | 47070           | Sportspark-Concession Foods                        | 07/23/2015 | \$319.00          |
| 156 |   | 47072           | Pool-Concession Foods                              | 07/23/2015 | \$125.00          |
| 157 | <b>Four Seasons Dist Total</b>                |                 |  |            | <b>\$948.75</b>   |
| 158 | France Mechanical Corp                        | 12178           | PD/EMS-Replaced Heat Wheel RTU for Locker Rooms    | 06/30/2015 | \$5,394.00        |
| 159 |   | 12195           | PD/EMS-Leak Repairs                                | 06/30/2015 | \$511.50          |
| 160 | <b>France Mechanical Corp Total</b>           |                 |  |            | <b>\$5,905.50</b> |
| 161 | Frank, Jamie                                  | 0424-052315     | Reimb/Telephone Charges                            | 05/23/2015 | \$45.00           |
| 162 |   | 0524-062315     | Reimb/Telephone Charges                            | 06/23/2015 | \$45.00           |
| 163 |   | 0624-072315     | Reimb/Telephone Charges                            | 07/23/2015 | \$45.00           |
| 164 | <b>Frank, Jamie Total</b>                     |                 |  |            | <b>\$135.00</b>   |
| 165 | Funk, Dale M                                  | 15-168          | CDD-Sidewalk Dining                                | 07/09/2015 | \$780.00          |
| 166 |   | 15-170          | Eng-Purchase of 112 N Lincoln Ave                  | 07/09/2015 | \$615.00          |
| 167 |   | 15-172          | TIF-HSHS Bond Issue                                | 07/17/2015 | \$825.00          |
| 168 |   | 15-174          | PD-Towing  | 07/08/2015 | \$82.50           |
| 169 |   | Traffic #15-118 | PD-Traffic/Misdemeanor Disposition                 | 07/13/2015 | \$225.00          |
| 170 | <b>Funk, Dale M Total</b>                     |                 |  |            | <b>\$2,527.50</b> |
| 171 | Gempler's                                     | SI01724996      | Sportspark-Mersinger Raingear                      | 07/09/2015 | \$73.05           |
| 172 |   | SI01738068      | Pks/Rec,Sportspark-Pickup Tools                    | 07/13/2015 | \$357.30          |

|     | A  | B               | C   | D          | E                  |
|-----|--|-----------------|---|------------|--------------------|
| 173 | <b>Gempier's Total</b>                                 |                 |   |            | <b>\$430.35</b>    |
| 174 | Getty Up 3 Inc   | 1077            | Pks/Rec-0601-060415 Camp Meals                          | 06/01/2015 | \$181.74           |
| 175 |  | 1078            | Pks/Rec-0608-061115 Camp Meals                          | 06/08/2015 | \$218.33           |
| 176 |  | 1079            | Pks/Rec-0615-061815 Camp Meals                          | 06/15/2015 | \$238.61           |
| 177 |  | 1080            | Pks/Rec-0622-062515 Camp Meals                          | 06/22/2015 | \$248.41           |
| 178 |  | 1081            | Pks/Rec,Pool-6/29-7/2/15 Camp Meals, Ice Cream Resale   | 06/29/2015 | \$238.13           |
| 179 |  | 1082            | Pks/Rec-0706-071915 Camp Meals                          | 07/06/2015 | \$226.94           |
| 180 |  | 1083            | Pks/Rec-0713-071415 Camp Meals                          | 07/13/2015 | \$107.23           |
| 181 | <b>Getty Up 3 Inc Total</b>                            |                 |   |            | <b>\$1,459.39</b>  |
| 182 | Gipson, Pearl  | FY16-HS         | FY2016 Healthy Spending Reimbursement                   | 07/27/2015 | \$75.00            |
| 183 | <b>Gipson, Pearl Total</b>                             |                 |   |            | <b>\$75.00</b>     |
| 184 | Gonzalez Companies LLC                                 | 4178            | Strts-PSB Detention Pond, Howard Pl and Smiley Drainage | 07/20/2015 | \$3,475.20         |
| 185 |  | 4180            | Swr-Woodstream Swr Analysis                             | 07/20/2015 | \$22,744.80        |
| 186 | <b>Gonzalez Companies LLC Total</b>                    |                 |   |            | <b>\$26,220.00</b> |
| 187 | Gonzalez Office Products                               | SI00123051      | Upstairs-Office Supplies                                | 07/10/2015 | \$145.34           |
| 188 |  | SI00123624      | Admin-Repl Ink Pads                                     | 07/15/2015 | \$27.00            |
| 189 |  | SI00123629      | PD/EMS-Ink Cartridges                                   | 07/15/2015 | \$58.70            |
| 190 |  | SI00124743      | PD-Office Supplies                                      | 07/23/2015 | \$132.75           |
| 191 |  | SI00125373      | Admin-Office Supplies                                   | 07/29/2015 | \$175.16           |
| 192 |  | SI00125380      | Admin-Surround Heater                                   | 07/29/2015 | \$63.05            |
| 193 | <b>Gonzalez Office Products Total</b>                  |                 |   |            | <b>\$602.00</b>    |
| 194 | Gov Consulting Solutions                               | 3918            | EconDev-September 2015 Consulting Services              | 08/01/2015 | \$3,000.00         |
| 195 | <b>Gov Consulting Solutions Total</b>                  |                 |   |            | <b>\$3,000.00</b>  |
| 196 | Grainger   | 9790779327      | Strts-High Visibility Vests                             | 07/14/2015 | \$227.10           |
| 197 |  | 9791044747      | Strts-High Visibility Vests                             | 07/14/2015 | \$115.90           |
| 198 | <b>Grainger Total</b>                                  |                 |   |            | <b>\$343.00</b>    |
| 199 | Green Guard  | 5063302         | Pks/Rec,Sportspark-First Aid Kit Qtrly Refill           | 07/16/2015 | \$108.34           |
| 200 | <b>Green Guard Total</b>                               |                 |   |            | <b>\$108.34</b>    |
| 201 | Green Machine Lawn & Landscaping, The                  | 0715-072815-#20 | Lawn Landscaping, Various Locations                     | 07/28/2015 | \$4,325.00         |
| 202 | <b>Green Machine Lawn &amp; Landscaping, The Total</b> |                 |   |            | <b>\$4,325.00</b>  |
| 203 | H & G/Schultz Door                                     | 235552          | Fire Damage   | 04/14/2015 | \$8,484.00         |
| 204 | <b>H &amp; G/Schultz Door Total</b>                    |                 |   |            | <b>\$8,484.00</b>  |
| 205 | Hawkins Inc  | 3745493 RI      | Wtr-Azone 15 EPA Reg No 7870-5                          | 06/26/2015 | \$2,828.02         |
| 206 |  | 3748148 RI      | Wtr-Azone 15 EPA Reg No 7870-5                          | 07/02/2015 | \$2,312.18         |
| 207 |  | 3752241 RI      | Wtr-Azone 15, EPA Reg No 7870-5                         | 07/14/2015 | \$3,826.42         |
| 208 | <b>Hawkins Inc Total</b>                               |                 |   |            | <b>\$8,966.62</b>  |
| 209 | HD Supply Waterworks Ltd                               | E249749         | Swr-27" Interceptor Repair Hilltop Supplies             | 07/24/2015 | \$143.11           |
| 210 | <b>HD Supply Waterworks Ltd Total</b>                  |                 |   |            | <b>\$143.11</b>    |
| 211 | Heros in Style   | 138581          | EMS-Responder Pack for the Polaris                      | 05/03/2015 | \$229.99           |
| 212 |  | 139830          | PD-Uniforms/Kuhl, C                                     | 07/27/2015 | \$670.36           |
| 213 |  | 140166          | FD-Uniforms/Harris, Erick                               | 07/10/2015 | \$118.90           |
| 214 |  | 140380          | FD-Uniforms/Saunders, B                                 | 07/21/2015 | \$257.95           |
| 215 |  | 140541          | FD-Uniforms/Creasy, J                                   | 07/24/2015 | \$629.41           |

|     | A                                | B              | C   | D          | E            |
|-----|----------------------------------|----------------|---|------------|--------------|
| 216 | Heros in Style Total             |                |   |            | \$1,906.61   |
| 217 | Hilton Garden Inn                | June 2015, F&B | June 2015 Rebate Agreement                                | 07/24/2015 | \$982.57     |
| 218 |                                  | June 2015, H/M | June 2015 Rebate Agreement                                | 07/24/2015 | \$3,874.45   |
| 219 | Hilton Garden Inn Total          |                |   |            | \$4,857.02   |
| 220 | Hughes Customat Inc              | 29135          | Strts,Wtr-Mat Service                                     | 06/16/2015 | \$44.61      |
| 221 |                                  | 32423          | Strts,Wtr-Mat Service                                     | 07/14/2015 | \$44.61      |
| 222 |                                  | 32427          | Swr-Mat Service   | 07/21/2015 | \$36.81      |
| 223 | Hughes Customat Inc Total        |                |   |            | \$126.03     |
| 224 | I Scream U Scream                | 643394         | Pool-Concession Foods                                     | 07/17/2015 | \$193.75     |
| 225 |                                  | 643458         | Sportspark-Concession Foods                               | 07/16/2015 | \$600.00     |
| 226 | I Scream U Scream Total          |                |   |            | \$793.75     |
| 227 | IL American Water Co             | 0611-071315    | Monthly Water Charges                                     | 07/14/2015 | \$413,532.44 |
| 228 |                                  | 0612-071415    | FD/EMS-Utilities  | 07/15/2015 | \$385.42     |
| 229 | IL American Water Co Total       |                |   |            | \$413,917.86 |
| 230 | IL EPA                           | 071415-#34     | Water Revolving Fund                                      | 07/14/2015 | \$11,086.01  |
| 231 | IL EPA Total                     |                |   |            | \$11,086.01  |
| 232 | ILEAS                            | DUES5434       | PD-2015 Annual Membership Dues                            | 07/01/2015 | \$240.00     |
| 233 | ILEAS Total                      |                |   |            | \$240.00     |
| 234 | Intoximeters                     | 503625         | PD-EC/IR II (F233-01) Dry Illinois                        | 07/10/2015 | \$371.00     |
| 235 | Intoximeters Total               |                |   |            | \$371.00     |
| 236 | IPOC                             | 073015         | CDD-Pmt for IPOC Meeting                                  | 07/30/2015 | \$150.00     |
| 237 | IPOC Total                       |                |   |            | \$150.00     |
| 238 | James, Neil A                    | 5539           | Pks/Rec-Mini Camp Couch to 5K Winter 2015                 | 07/27/2015 | \$195.00     |
| 239 | James, Neil A Total              |                |   |            | \$195.00     |
| 240 | Klopfenstein, Lynn               | 072115         | Strts-Residential Property Sump Dain Extensions           | 07/21/2015 | \$581.50     |
| 241 | Klopfenstein, Lynn Total         |                |   |            | \$581.50     |
| 242 | Krebs Associates LLC, Glen       | 15-0702        | Wtr/Swr-Past Due Notice Sheets                            | 07/23/2015 | \$1,594.74   |
| 243 | Krebs Associates LLC, Glen Total |                |   |            | \$1,594.74   |
| 244 | Kukorola Appraisals              | 4781           | Facilities-Parking Lot Expansion                          | 07/03/2015 | \$400.00     |
| 245 | Kukorola Appraisals Total        |                |   |            | \$400.00     |
| 246 | Larimer, Beth                    | 071615         | Pks/Rec-Garden Club Speaker                               | 07/16/2015 | \$25.00      |
| 247 | Larimer, Beth Total              |                |   |            | \$25.00      |
| 248 | Lexipol LLC                      | 14252          | PD-Law Enforcement Policy Manual                          | 07/01/2015 | \$7,300.00   |
| 249 | Lexipol LLC Total                |                |   |            | \$7,300.00   |
| 250 | Liberty Store, The               | 071715         | PW-Uniforms   | 07/17/2015 | \$8,883.17   |
| 251 | Liberty Store, The Total         |                |   |            | \$8,883.17   |
| 252 | Lickenbrock & Sons Inc           | 86194          | Strts-Oxygen  | 06/09/2015 | \$22.48      |
| 253 | Lickenbrock & Sons Inc Total     |                |   |            | \$22.48      |
| 254 | Maclair Asphalt Sales LLC        | 22041          | MFT-Cold Patch  | 07/13/2015 | \$826.80     |
| 255 |                                  | 22082          | MFT-Cold Patch  | 07/20/2015 | \$195.60     |
| 256 | Maclair Asphalt Sales LLC Total  |                |   |            | \$1,022.40   |
| 257 | Maxson Services                  | 9114           | AllDepts-Annual Test and Inspection of Backflow Preventer | 07/16/2015 | \$3,485.00   |
| 258 | Maxson Services Total            |                |   |            | \$3,485.00   |

|     | A  | B            | C   | D          | E                  |
|-----|--|--------------|---|------------|--------------------|
| 259 | MBR Management Corp                                    | 46985        | Pks/Rec-Camp Pizza's                                      | 07/17/2015 | \$210.00           |
| 260 |  | 46987        | Pks/Rec-Camp Pizza's                                      | 07/24/2015 | \$245.00           |
| 261 | <b>MBR Management Corp Total</b>                       |              |   |            | <b>\$455.00</b>    |
| 262 | Memorial Hospital                                      | EMS-288      | EMS-April Medical Supplies                                | 07/14/2015 | \$306.68           |
| 263 |  | EMS-289      | EMS-June Medical Supplies                                 | 07/14/2015 | \$191.03           |
| 264 | <b>Memorial Hospital Total</b>                         |              |   |            | <b>\$497.71</b>    |
| 265 | Metro East Music Together                              | 5789-5791    | Pks/Rec-Music Together, Summer 2015                       | 07/27/2015 | \$1,270.20         |
| 266 | <b>Metro East Music Together Total</b>                 |              |   |            | <b>\$1,270.20</b>  |
| 267 | Midwest Meter Inc                                      | 68447-IN     | Wtr-Encoder ERT   | 07/15/2015 | \$16,000.00        |
| 268 | <b>Midwest Meter Inc Total</b>                         |              |   |            | <b>\$16,000.00</b> |
| 269 | Midwest Municipal Supply                               | 1424799      | Wtr-Brass Coupling, Quick Coupling                        | 07/24/2015 | \$61.24            |
| 270 |  | 142703       | Wtr-Saddle for C900, Corp Stop                            | 07/21/2015 | \$2,326.20         |
| 271 | <b>Midwest Municipal Supply Total</b>                  |              |   |            | <b>\$2,387.44</b>  |
| 272 | Millennia Professional Services of IL Ltd              | ME15041.00-1 | PropS-2nd Street Reconstruction                           | 07/21/2015 | \$10,100.00        |
| 273 | <b>Millennia Professional Services of IL Ltd Total</b> |              |   |            | <b>\$10,100.00</b> |
| 274 | MissO'FallonScholarshipPageant                         | 080115       | Donation for Miss O'Fallon Program Ad                     | 08/01/2015 | \$150.00           |
| 275 | <b>MissO'FallonScholarshipPageant Total</b>            |              |   |            | <b>\$150.00</b>    |
| 276 | Motorola Solutions Inc                                 | 91885418     | FD-Impres NiMH 1800 mAh Batt                              | 07/14/2015 | \$491.64           |
| 277 | <b>Motorola Solutions Inc Total</b>                    |              |   |            | <b>\$491.64</b>    |
| 278 | MTI Distributing Inc                                   | 1024996-00   | Sportspark-Mount, Screw Carr, Nut Flange                  | 07/16/2015 | \$91.73            |
| 279 | <b>MTI Distributing Inc Total</b>                      |              |   |            | <b>\$91.73</b>     |
| 280 | Municipal Clerks of Illinois                           | 072915       | CC-Membership Dues/Maryanne and Phil                      | 07/29/2015 | \$100.00           |
| 281 | <b>Municipal Clerks of Illinois Total</b>              |              |   |            | <b>\$100.00</b>    |
| 282 | Municipal Emergency Svcs                               | 651331-SNV   | FD-Boot Assembly, Strap, Gasket, Washer, Hud Driver, Etc  | 07/17/2015 | \$4,674.50         |
| 283 | <b>Municipal Emergency Svcs Total</b>                  |              |   |            | <b>\$4,674.50</b>  |
| 284 | MVI Inc  | P-40259-0    | Wtr/Swr-SCADA Services                                    | 07/13/2015 | \$2,600.00         |
| 285 |  | P-40394-0    | Wtr/Swr-SCADA Services                                    | 07/20/2015 | \$2,600.00         |
| 286 | <b>MVI Inc Total</b>                                   |              |   |            | <b>\$5,200.00</b>  |
| 287 | Nat'I Fire Sprinkler Assoc Inc                         | 300003611    | FD-Subscriber Fee's                                       | 06/30/2015 | \$85.00            |
| 288 | <b>Nat'I Fire Sprinkler Assoc Inc Total</b>            |              |   |            | <b>\$85.00</b>     |
| 289 | New World Systems                                      | 43882        | Admin-2015 Customer Conference/Costello, Robin            | 07/15/2015 | \$1,395.00         |
| 290 | <b>New World Systems Total</b>                         |              |   |            | <b>\$1,395.00</b>  |
| 291 | NuWay Concrete Forms Troy LLC                          | 799466       | Strts-Speed Dowel Base, Speed Dowel Sleeve, Rebar         | 07/16/2015 | \$112.20           |
| 292 | <b>NuWay Concrete Forms Troy LLC Total</b>             |              |   |            | <b>\$112.20</b>    |
| 293 | O K Fasteners Inc                                      | 145294       | WWTP-Hex Cap Screw, Fender Washer, Finish Nut, Lockwasher | 07/14/2015 | \$68.57            |
| 294 | <b>O K Fasteners Inc Total</b>                         |              |   |            | <b>\$68.57</b>     |
| 295 | O'Fallon Columbus Club                                 | 072915       | Reimb/Difference Between Two Class Licenses               | 07/29/2015 | \$100.00           |
| 296 | <b>O'Fallon Columbus Club Total</b>                    |              |   |            | <b>\$100.00</b>    |
| 297 | O'Fallon Fire Dept                                     | 3419         | Reimb/Kitchen Supplies                                    | 07/28/2015 | \$162.68           |
| 298 | <b>O'Fallon Fire Dept Total</b>                        |              |   |            | <b>\$162.68</b>    |
| 299 | O'Fallon Tire Center                                   | 12967        | Pks/Rec-Four Tires for Tilt Trailer                       | 07/17/2015 | \$479.80           |
| 300 | <b>O'Fallon Tire Center Total</b>                      |              |   |            | <b>\$479.80</b>    |
| 301 | O'Fallon Winnelson Co                                  | 186323 00    | Pks/Rec-Two Slip PVC40 Caps                               | 07/16/2015 | \$11.72            |

|     | A                                 | B                | C  | D          | E                 |
|-----|-----------------------------------|------------------|--|------------|-------------------|
| 302 | O'Fallon Winnelson Co Total       |                  |  |            | <b>\$11.72</b>    |
| 303 | O'Reilly Auto Parts               | 1151-111953      | Strts-Mini Lamp  | 07/10/2015 | \$20.60           |
| 304 |                                   | 1151-112962      | Cemetery-Weld, Motor Oil                                 | 07/15/2015 | \$24.98           |
| 305 |                                   | 1151-114099      | Pks/Rec-Fuel Filter                                      | 07/21/2015 | \$4.19            |
| 306 |                                   | 1151-114274      | Pks/Rec-Battery for Toro Zero Turn                       | 07/22/2015 | \$66.51           |
| 307 | O'Reilly Auto Parts Total         |                  |  |            | <b>\$116.28</b>   |
| 308 | Pepsi Cola Inc                    | 33178158         | Sportspark-Concession Drinks                             | 07/14/2015 | \$2,178.05        |
| 309 | Pepsi Cola Inc Total              |                  |  |            | <b>\$2,178.05</b> |
| 310 | Petty Cash                        | 0418-072815      | Pks/Rec-Foundation Meeting, Office Supplies, Hotdog Buns | 07/28/2015 | \$73.15           |
| 311 |                                   | 071515/McDonald  | PD-Reimb/Conference Lunch                                | 07/15/2015 | \$30.66           |
| 312 |                                   | 071515-McDonald2 | PD-Reimb/Coffee Supplies                                 | 07/15/2015 | \$3.75            |
| 313 |                                   | 072015-Ostendorf | PD-Reimb/SIPCA Luncheon, Region 13 Mtg, INENA Mtg        | 07/20/2015 | \$39.16           |
| 314 | Petty Cash Total                  |                  |  |            | <b>\$146.72</b>   |
| 315 | Pitney Bowes Inc                  | 5502768412       | Upstairs-Tape Strips                                     | 07/13/2015 | \$79.98           |
| 316 |                                   | 7004096-JY15     | Downstairs-Lease Charges                                 | 07/13/2015 | \$103.00          |
| 317 | Pitney Bowes Inc Total            |                  |  |            | <b>\$182.98</b>   |
| 318 | Pitney Bowes Purchase Power       | 072115           | Downstairs-Postage                                       | 07/21/2015 | \$1,000.00        |
| 319 |                                   | 072315A          | Wtr/Swr-B/C Bill Mailing                                 | 07/23/2015 | \$981.36          |
| 320 |                                   | 072315B          | Wtr/Swr-B/C Bill Mailing                                 | 07/23/2015 | \$1,856.72        |
| 321 | Pitney Bowes Purchase Power Total |                  |  |            | <b>\$3,838.08</b> |
| 322 | Polites, Daniel P                 | 5542             | Pks/Rec-Mini Camp Golf                                   | 07/27/2015 | \$325.00          |
| 323 |                                   | 5543             | Pks/Rec-Mini Camp Golf                                   | 07/27/2015 | \$325.00          |
| 324 | Polites, Daniel P Total           |                  |  |            | <b>\$650.00</b>   |
| 325 | Priority Dispatch Corp            | 115500           | PD-Certification Course Registrant                       | 07/07/2015 | \$395.00          |
| 326 | Priority Dispatch Corp Total      |                  |  |            | <b>\$395.00</b>   |
| 327 | R P Lumber Co Inc                 | 1507-115555      | Strts-Treated Lumber, Wood Shims                         | 07/24/2015 | \$59.77           |
| 328 | R P Lumber Co Inc Total           |                  |  |            | <b>\$59.77</b>    |
| 329 | Randall, Justin                   | 0517-061615      | Reimb/Telephone Charges                                  | 06/16/2015 | \$30.00           |
| 330 |                                   | 0817-091614      | Reimb/Telephone Charges                                  | 09/16/2014 | \$30.00           |
| 331 | Randall, Justin Total             |                  |  |            | <b>\$60.00</b>    |
| 332 | Red Wing Shoes                    | 144592           | PW-Uniform Boots/Huq                                     | 07/22/2015 | \$204.95          |
| 333 | Red Wing Shoes Total              |                  |  |            | <b>\$204.95</b>   |
| 334 | Red-E-Mix LLC                     | 759585           | Wtr-PSI Flatwork, Small Load Chg                         | 07/06/2015 | \$210.00          |
| 335 |                                   | 759649           | PropS-Juniper Culvert Repair                             | 07/07/2015 | \$627.00          |
| 336 |                                   | 759667           | PropS-Juniper Culvert Repair                             | 07/08/2015 | \$1,254.00        |
| 337 |                                   | 759678           | PropS-Juniper Culvert Repair                             | 07/09/2015 | \$627.00          |
| 338 | Red-E-Mix LLC Total               |                  |  |            | <b>\$2,718.00</b> |
| 339 | Rejis Commission                  | INV0042951       | PD-Computer Services                                     | 07/15/2015 | \$227.75          |
| 340 | Rejis Commission Total            |                  |  |            | <b>\$227.75</b>   |
| 341 | Ressler & Associates Inc          | 7504-IL          | WWTP-Power Supply  | 07/10/2015 | \$390.30          |
| 342 |                                   | 7506-IL          | WWTP-Half Day Field Service                              | 07/14/2015 | \$470.00          |
| 343 | Ressler & Associates Inc Total    |                  |  |            | <b>\$860.30</b>   |
| 344 | Rhutasel and Associates           | 11850            | Strts-Presidential Strts Stormwater                      | 07/14/2015 | \$1,420.85        |

|     | A                                   | B          | C  | D          | E                 |
|-----|-------------------------------------|------------|--|------------|-------------------|
| 345 | Rhutasel and Associates Total       |            |  |            | <b>\$1,420.85</b> |
| 346 | Ronnoco Coffee LLC                  | 755198507  | Downstairs-Coffee  | 07/17/2015 | \$47.90           |
| 347 | Ronnoco Coffee LLC Total            |            |  |            | <b>\$47.90</b>    |
| 348 | Rotolite of St Louis Inc            | INV0222547 | PW-Plotter Bond  | 07/23/2015 | \$103.30          |
| 349 | Rotolite of St Louis Inc Total      |            |  |            | <b>\$103.30</b>   |
| 350 | Safety-Kleen Systems Inc            | 67207126   | Strts-Solvent  | 07/01/2015 | \$480.00          |
| 351 | Safety-Kleen Systems Inc Total      |            |  |            | <b>\$480.00</b>   |
| 352 | Sams Club                           | 1038       | CDD-Tissues  | 07/16/2015 | \$11.98           |
| 353 |                                     | 1389       | PD-Bowls, Forks, Spoons                                  | 07/18/2015 | \$28.86           |
| 354 |                                     | 1752       | PW-Cups, Plasticware                                     | 07/08/2015 | \$27.02           |
| 355 |                                     | 1752B      | IT-Coffee Supplies                                       | 07/15/2015 | \$39.29           |
| 356 |                                     | 1753B      | Admin-Office Supplies                                    | 07/08/2015 | \$29.94           |
| 357 |                                     | 1898       | PW-Tissues, Office Supplies                              | 07/16/2015 | \$87.78           |
| 358 |                                     | 2395       | PD-Prisoner Meals  | 06/24/2015 | \$74.16           |
| 359 |                                     | 2429B      | Pks/Rec-Camp Snacks                                      | 06/25/2015 | \$176.78          |
| 360 |                                     | 2870C      | Pks/Rec-Camp Snacks                                      | 07/14/2015 | \$306.50          |
| 361 |                                     | 4645       | Lib-Paper Towels   | 07/08/2015 | \$32.96           |
| 362 |                                     | 4646       | Pks/Rec-Tissues  | 06/08/2015 | \$11.98           |
| 363 |                                     | 4647       | Admin-Plates, Splenda, Spoons, Forks                     | 07/08/2015 | \$46.76           |
| 364 |                                     | 4648C      | CityHall-Items for the Snack Machine                     | 07/08/2015 | \$59.26           |
| 365 |                                     | 5750       | Lib-Supplies for SRP Finale                              | 07/18/2015 | \$45.66           |
| 366 |                                     | 6383       | PW-Gatorade, Water, Cooler                               | 07/13/2015 | \$71.38           |
| 367 |                                     | 7263D      | CDD,Wtr-Forks  | 06/23/2015 | \$9.97            |
| 368 |                                     | 745        | IT-Water   | 07/13/2015 | \$16.89           |
| 369 |                                     | 7772B      | CityHall-Items for the Snack Machine                     | 06/26/2015 | \$102.76          |
| 370 |                                     | 8658       | FD-Items for June Meeting                                | 06/30/2015 | \$130.49          |
| 371 |                                     | 896B       | PW-Gatorade, Portable AC                                 | 07/14/2015 | \$331.42          |
| 372 |                                     | 908        | CityHall-Items for the Snack Machine                     | 07/15/2015 | \$26.69           |
| 373 |                                     | 909        | Upstairs-Batteries, Sugar                                | 07/15/2015 | \$52.44           |
| 374 |                                     | 9846       | Lib-SRP Supplies   | 07/16/2015 | \$54.24           |
| 375 |                                     | 9949       | Wtr,Strts-Foam Cups, Red Cups                            | 06/25/2015 | \$28.35           |
| 376 |                                     | 9950       | PD-Minute Maid   | 06/25/2015 | \$10.98           |
| 377 | Sams Club Total                     |            |  |            | <b>\$1,814.54</b> |
| 378 | Scotts Pwr Equip Co of IL Inc       | 80504      | Cemetery-Desert Vortex Trimmer Line                      | 07/24/2015 | \$40.60           |
| 379 |                                     | 90788      | Pks/Rec-Oil Filter                                       | 07/27/2015 | \$19.80           |
| 380 | Scotts Pwr Equip Co of IL Inc Total |            |  |            | <b>\$60.40</b>    |
| 381 | Shiloh Valley Equip Co              | 01-46758   | Strts-Seal Kit, Bearing Co, Bearing, Bearing Cu, Spindle | 07/07/2015 | \$173.70          |
| 382 |                                     | 01-47025   | Pks/Rec-Windshield                                       | 07/15/2015 | \$395.10          |
| 383 |                                     | 01-47129   | Pks/Rec-Fuel Filter, Filter Element                      | 07/20/2015 | \$51.69           |
| 384 | Shiloh Valley Equip Co Total        |            |  |            | <b>\$620.49</b>   |
| 385 | Shur Clean Carpet Care              | June 2015  | CH,Dep,Pks,FD-Mat Rental                                 | 07/10/2015 | \$255.00          |
| 386 | Shur Clean Carpet Care Total        |            |  |            | <b>\$255.00</b>   |
| 387 | Spectra Graphics Inc                | 27260      | Pks/Rec,Sportspark-Permanent & Seasonal Uniforms         | 05/15/2015 | \$527.50          |

|     | A  | B              | C  | D          | E                 |
|-----|--|----------------|--|------------|-------------------|
| 388 | Spectra Graphics Inc                         | 27367          | Pks,Sportspark,Cemetery-Permanent Uniforms         | 06/09/2015 | \$168.00          |
| 389 | <b>Spectra Graphics Inc Total</b>            |                |  |            | <b>\$695.50</b>   |
| 390 | St Clair Co (Treasurer/Purch)                | 2015NTT2783    | PD-Barcoded Non-Traffic Tickets                    | 07/17/2015 | \$32.80           |
| 391 |  | 2015PS2781     | PD-Profile Stickers                                | 07/17/2015 | \$19.37           |
| 392 |  | 2015TT2782     | PD-Barcoded Traffic Tickets                        | 07/17/2015 | \$66.29           |
| 393 | <b>St Clair Co (Treasurer/Purch) Total</b>   |                |  |            | <b>\$118.46</b>   |
| 394 | St Clair County Collector                    | 081715A        | EconDev-Parcel 04-18.0-206-001                     | 08/17/2015 | \$22.61           |
| 395 |  | 081715B        | EconDev-Parcel 03-24.0-400-018                     | 08/17/2015 | \$27.79           |
| 396 |  | 081715C        | EconDev-Parcel 04-28.0-100-008                     | 08/17/2015 | \$9.76            |
| 397 |  | 081715D        | EconDev-Parcel 04-30.0-416-005                     | 08/17/2015 | \$677.68          |
| 398 | <b>St Clair County Collector Total</b>       |                |  |            | <b>\$737.84</b>   |
| 399 | St Clair Service Co                          | 8624           | PW-Ethinol Fuel                                    | 06/04/2015 | \$996.53          |
| 400 |  | 8625           | PW-Diesel Gold                                     | 06/04/2015 | \$265.96          |
| 401 |  | 8822           | PW-Ethinol Fuel, Diesel Fuel                       | 06/23/2015 | \$429.47          |
| 402 |  | 90288          | Strts-Gloves, Bullzeye, Aqualight, Crossroad       | 07/21/2015 | \$381.08          |
| 403 | <b>St Clair Service Co Total</b>             |                |  |            | <b>\$2,073.04</b> |
| 404 | St Louis Rams                                | 1020WE         | EMS-Bounce House for EMS Week                      | 07/21/2015 | \$250.00          |
| 405 | <b>St Louis Rams Total</b>                   |                |  |            | <b>\$250.00</b>   |
| 406 | Standard Insurance Co, The                   | 071715         | FD-Insurance Premiums                              | 07/17/2015 | \$327.81          |
| 407 | <b>Standard Insurance Co, The Total</b>      |                |  |            | <b>\$327.81</b>   |
| 408 | Station Supply LLC                           | 908            | FD-Deluxe Vehicle Cleaning                         | 07/20/2015 | \$980.00          |
| 409 | <b>Station Supply LLC Total</b>              |                |  |            | <b>\$980.00</b>   |
| 410 | Steve's Auto Body Inc                        | RO #026370     | EMS-Svc on 2012 International                      | 07/14/2015 | \$4,474.83        |
| 411 | <b>Steve's Auto Body Inc Total</b>           |                |  |            | <b>\$4,474.83</b> |
| 412 | Swank Motion Pictures Inc                    | RG 2074812     | Pks/Rec-Jurassic Park                              | 07/23/2015 | \$319.00          |
| 413 | <b>Swank Motion Pictures Inc Total</b>       |                |  |            | <b>\$319.00</b>   |
| 414 | Teklab Inc                                   | 175867         | WWTP-Pet Dairy Weekly                              | 07/20/2015 | \$426.84          |
| 415 |  | 176074         | WWTP-Pet Dairy Weekly                              | 07/27/2015 | \$613.23          |
| 416 | <b>Teklab Inc Total</b>                      |                |  |            | <b>\$1,040.07</b> |
| 417 | Thomas Scientific Inc                        | 759825         | WWTP-EpTips, Dispensette                           | 07/14/2015 | \$1,243.35        |
| 418 | <b>Thomas Scientific Inc Total</b>           |                |  |            | <b>\$1,243.35</b> |
| 419 | Tourism Bureau SW IL, The                    | 4782           | 1st Qtr Commitment, Distribution Service           | 07/14/2015 | \$1,130.00        |
| 420 | <b>Tourism Bureau SW IL, The Total</b>       |                |  |            | <b>\$1,130.00</b> |
| 421 | True Value                                   | 149174         | Strts-Kohler Oil, Blades                           | 07/17/2015 | \$61.93           |
| 422 |  | 149442         | Strts-Carburetor, Carb Kit Overhaul, Intake Gasket | 07/27/2015 | \$263.72          |
| 423 | <b>True Value Total</b>                      |                |  |            | <b>\$325.65</b>   |
| 424 | Tyco Global Financial Solutions              | 1774-Int       | Interest   | 07/15/2015 | \$345.96          |
| 425 |  | 1774-PMS       | Monthly Service Agreement                          | 07/15/2015 | \$1,528.08        |
| 426 |  | 1774-Principal | Principal  | 07/15/2015 | \$1,219.83        |
| 427 | <b>Tyco Global Financial Solutions Total</b> |                |  |            | <b>\$3,093.87</b> |
| 428 | USA Blue Book                                | 690609         | Wtr,WWTP-Lab Supplies                              | 07/08/2015 | \$129.93          |
| 429 |  | 694374         | WWTP-Humidity Sponges                              | 07/13/2015 | \$107.89          |
| 430 | <b>USA Blue Book Total</b>                   |                |  |            | <b>\$237.82</b>   |

|     | A  | B          | C   | D          | E                   |
|-----|--|------------|---|------------|---------------------|
| 431 | Valentine, Jennifer                          | 072915     | TUITION REIMBURSEMENT                                   | 07/29/2015 | \$783.62            |
| 432 | Valentine, Jennifer Total                    |            |   |            | <b>\$783.62</b>     |
| 433 | Verizon Wireless                             | 9749184062 | Monthly Cell Phone Charges                              | 07/18/2015 | \$6,889.22          |
| 434 | Verizon Wireless Total                       |            |   |            | <b>\$6,889.22</b>   |
| 435 | Wagner, Joe                                  | 140058     | Reimb/Uniforms  | 07/08/2015 | \$200.46            |
| 436 | Wagner, Joe Total                            |            |   |            | <b>\$200.46</b>     |
| 437 | Wal-Mart                                     | 1058       | Pks/Rec-Camp Supplies                                   | 06/22/2015 | \$16.76             |
| 438 |  | 1191       | Pks/Rec-Camp Supplies                                   | 07/05/2015 | \$19.55             |
| 439 |  | 1737B      | Pks/Rec-Scrapbooking Supplies                           | 07/07/2015 | \$41.98             |
| 440 |  | 2601B      | CityHall-Items for the Snack Machine                    | 06/23/2015 | \$10.50             |
| 441 |  | 2908       | PW-Office Supplies                                      | 06/17/2015 | \$18.05             |
| 442 |  | 2955       | Pks/Rec-Camp Supplies                                   | 06/22/2015 | \$35.35             |
| 443 |  | 3136       | PD-Supplies for Major Case Squad                        | 06/30/2015 | \$3.00              |
| 444 |  | 3155       | Pks/Rec-Envelopes, Ribbons, Face Tissues                | 06/25/2015 | \$9.87              |
| 445 |  | 3165       | Pks/Rec-Camp Supplies                                   | 06/24/2015 | \$33.52             |
| 446 |  | 3229B      | PD-MSD, Shiloh PD                                       | 06/28/2015 | \$49.53             |
| 447 |  | 3832       | Pks/Rec-Camp Supplies                                   | 07/02/2015 | \$161.36            |
| 448 |  | 4061       | EMS-Office/Kitchen Supplies                             | 07/05/2015 | \$54.72             |
| 449 |  | 4118       | Pks/Rec-Camp Choo Choo Supplies                         | 07/08/2015 | \$40.83             |
| 450 |  | 4278       | PD-Supplies for Major Case Squad                        | 06/30/2015 | \$7.48              |
| 451 |  | 5001       | Pks/Rec-Camp Choo Choo Supplies                         | 06/17/2015 | \$42.62             |
| 452 |  | 5378       | Pks/Rec-Batteries for Jumpin the Tracks                 | 07/01/2015 | \$11.97             |
| 453 |  | 7700       | Pks/Rec-Camp Supplies                                   | 06/29/2015 | \$25.22             |
| 454 |  | 8411       | Pks/Rec-Camp Choo Choo Supplies                         | 06/15/2015 | \$98.68             |
| 455 |  | 8565       | PD-Prisoner Supplies, Fly Swatter                       | 06/28/2015 | \$4.73              |
| 456 |  | 8656       | Cemetery-Office Supplies                                | 06/15/2015 | \$40.48             |
| 457 |  | 8946B      | Pks/Rec-Camp Supplies                                   | 06/22/2015 | \$72.81             |
| 458 |  | 9006B      | Pks/Rec-Supplies for Jumpin the Tracks                  | 06/30/2015 | \$31.65             |
| 459 |  | 9539       | Pks/Rec-Camp Supplies                                   | 07/10/2015 | \$100.71            |
| 460 |  | 9540       | Pks/Rec-Camp Supplies                                   | 07/10/2015 | \$178.85            |
| 461 |  | 9901       | Strts,Wtr-Office Supplies                               | 07/04/2015 | \$11.98             |
| 462 | Wal-Mart Total                               |            |   |            | <b>\$1,122.20</b>   |
| 463 | Warning Lites of Southern Illinois LLC       | 2850       | Strts-Flanged Nuts, Corner Bolts, Telespar Posts, Stubs | 07/01/2015 | \$4,291.50          |
| 464 | Warning Lites of Southern Illinois LLC Total |            |   |            | <b>\$4,291.50</b>   |
| 465 | Weil-Lombardo Trailers Inc                   | 6216       | Swr-Hitch Extender, Hitch Pin, Swivel Jack              | 07/20/2015 | \$98.85             |
| 466 | Weil-Lombardo Trailers Inc Total             |            |   |            | <b>\$98.85</b>      |
| 467 | Work Center Inc, The                         | 326        | EMS-Paramedic Testing/McClain, Timothy J                | 07/16/2015 | \$175.00            |
| 468 | Work Center Inc, The Total                   |            |   |            | <b>\$175.00</b>     |
| 469 | Grand Total                                  |            |   |            | <b>\$702,157.77</b> |