

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, January 4, 2016

7:00 P.M. – Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES – [December 21, 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

C. Mayor's Report

VII. RESOLUTIONS –

VIII. ORDINANCES

A. 1st reading –

ITEM 1 – Ord. providing for the issuance of General Obligation Refunding Bonds, Series 2016, providing the details of such bonds and for a levy of taxes to pay the principal of and interest on such bonds, and related matters Staff attachments

B. 2ND Reading –

ITEM 2 – Ord. Approving the Final Plat of Bethel Farms - Phase 1 Staff attachments

ITEM 3 – Ord. amending Ord. 623, Zoning, development known as "Tim Horton's and Reliance Bank" located at 450 Regency Park Staff attachments

IX. STANDING COMMITTEES

1. Community Development
2. Public Works
3. Public Safety
4. Finance and Administration
- A) **Motion** to approve Warrant #340 in the amount of \$\$1,095,367.70
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 December 21, 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, present; Richie Meile, present; Jerry Albrecht, present; Robert Kueker, present; Jerry Mouser, present; Kevin Hagarty, present; 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.

Mayor Graham congratulated Alderwoman Marsh on the arrival of her baby boy.

APPROVAL OF MINUTES: Mayor Graham asked for approval of the minutes. Motion was made by K. Hagarty and seconded by J. Mouser to approve the minutes of December 7, 2015. All ayes. Motion carried.

PUBLIC HEARING – None scheduled.

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

Charlie Pitt wanted to thank the Public Safety for allowing the building to be a safe place to meet people to sell items on Craigslist.

REPORTS:

Clerk's Report: P. Goodwin asked for a motion for the following requests:

1. Request by Lifelong Music to conduct a raffle for cash on January 21, 2016
2. Requests from American Legion Post 137 to conduct three separate raffles from December 22, 2015 - February 29, 2016 for a television and cash, one from December 22, 2015 – November 30, 2016 for cash and one from January 7, 2016 – December 31, 2016 for cash
3. Requests from O'Fallon Moose Lodge 2608 to conduct three separate raffles from January 7, 2016 – December 29, 2016 for Split the Pot cash, one from January 7th – December 29, 2016 for cash and one from January 29, 2016 – December 30, 2016 for cash

Motion by M. Bennett and seconded by J. Albrecht to approve the requests. All ayes. Motion carried.

Mayor's Report: Mayor Graham had nothing to report. He wished everyone a Merry Christmas and Happy New Year.

RESOLUTIONS: Motion by J. Albrecht and seconded by G. McCoskey to approve Resolution item 1, a Resolution authorizing execution of a service agreement with the lowest responsible bidder for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 0. Motion carried.

ORDINANCES:

1st Reading –

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st Reading, Item 2, an Ordinance approving the Final Plat of Bethel Farms - Phase 1.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 0. Motion carried.

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st Reading, Item 3, an Ordinance amending Ord. 623, Zoning, development known as "Tim Horton's and Reliance Bank" located at 450 Regency Park.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 0. Motion carried.

Mayor Graham thanked Darwin Miles, who was in the audience, for the work he and his partner, Darrell, has done in the Central Park area and bringing business to the city.

2nd Reading –

Motion by J. Albrecht and seconded by J. Mouser to consider on 2nd Reading, Ordinance Items 4 – 7 under the Omnibus Agreement. H. Roach requested that Item 4 be considered separately.

Motion by J. Albrecht and seconded by J. Mouser to consider on 2nd Reading, Ordinance Items 5 – 7 under the Omnibus Agreement, as amended. All ayes. Motion carried.

Mayor Graham read the following Ordinances:

Item 5 – Ord. amending Ord. 623, Zoning, for 399 North Seven Hills Road

Item 6 – Ord. amending Ord. 623, Zoning, development known as Stone Bridge Estates located in the previously approved Stone Bridge Master Development Plan

Item 7 - Ord. amending Ord. 623, Zoning, development known as Academy Sports located at 1574 West Highway 50

Motion by J. Albrecht and seconded by J. Mouser to approve on 2nd Reading, Ordinance Items 5 – 7 under the previous Omnibus Agreement.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 0. Motion carried.

Motion by J. Albrecht and seconded by J. Mouser to approve Item 4, an Ordinance providing for the Annual Levy for the fiscal year commencing on the first day of May 1, 2015 and ending on the thirtieth day of April 2016.

H. Roach said he would vote against because the levy has increased. He has looked at the recent fiscal audit and said property taxes are up 57% in the last nine years. However, the cost of living is only up less than 20% and our population is up 20%.

Mayor Graham asked him to bring any proposed budget cuts to him.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, no; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 12; Nos – 1. Motion carried.

STANDING COMMITTEES –

Community Development: J. Albrecht said they will meet January 11, 2016.

Public Works: G. McCoskey stated the next meeting is January 25, 2016 at 7:00 p.m. at the Public Safety Building.

Public Safety: Motion by K. Hagarty and seconded by J. Mouser to approve the purchase of a 2016 Ford F-450 ambulance to replace the ambulance that was totaled on November 17, 2015. The cost is \$225,000. J. Albrecht said they have it in the budget and there was surplus funds.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 0. Motion carried.

K. Hagarty said that they will meet January 11, 2016 at 5:00 p.m.

Finance/Administration: M. Bennett said they met prior to this meeting. Motion by M. Bennett and seconded by J. Albrecht to approve Warrant #339 in the amount of \$645,127.96.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 0. Motion carried.

He mentioned that all meetings on December 28th have been cancelled.

Parks and Environment: R. Holden said they will meet in January.

EXECUTIVE SESSION: Mayor Graham announced there is no closed session tonight.

ADJOURNMENT: Motion by J. Mouser and seconded by J. Albrecht to adjourn. All ayes. Motion carried.

The meeting was adjourned at 7:16 p.m.

Submitted by,

Philip A. Goodwin
City Clerk

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



CITY COUNCIL AGENDA ITEMS

To: Mayor and City Council
From: Sandy Evans, Director of Finance
Walter Denton, City Administrator
Date: January 4, 2016
Subject: An Ordinance providing for the issuance of general obligation refunding bonds, Series 2016, providing the details of such bonds and for a levy of taxes to pay the principal of and interest on such bonds, and related matters.

List of committees that have reviewed: None

Background: In 2009 a portion of the Series 2006 bonds were advance refunded. The balance of that issue, approximately \$3.7M is now subject to redemption which will result in a savings of approximately \$430,000 over the remaining life of the bonds. (10 years). No additional principal has been added to this issue.

Legal Considerations, if any: Ice Miller, our Bond Counsel has prepared the Ordinance.

Budget Impact: Annual debt service payments will be reduced.

Staff recommendation: Recommend approval

ORDINANCE NO. _____

**AN ORDINANCE OF THE
CITY OF O’FALLON,
ST. CLAIR COUNTY, ILLINOIS,
PROVIDING FOR THE ISSUANCE OF
GENERAL OBLIGATION REFUNDING
BONDS, SERIES 2016, PROVIDING
THE DETAILS OF SUCH BONDS AND
FOR A LEVY OF TAXES TO PAY THE
PRINCIPAL OF AND INTEREST ON
SUCH BONDS, AND RELATED MATTERS**

WHEREAS, the City of O’Fallon, St. Clair County, Illinois (the “**Issuer**” or “**City**”), is a home rule unit pursuant to the provisions of Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois and accordingly may exercise any power and perform any function pertaining to its government and affairs, including as supplemented and amended under and as provided by the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Bond Authorization Act, the Registered Bond Act, the Bond Replacement Act, the Local Government Defeasance of Debts Law, and the Local Government Debt Reform Act, collectively, the “**Act**”); and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Issuer has previously issued its General Obligation Refunding Bonds, Series 2006 (the “**Series 2006 Bonds**”) and the Series 2006 Bonds are, by their terms, subject to redemption; and

WHEREAS, a portion of the Series 2006 Bonds were advance refunded by the Issuer with the issuance of its General Obligation Refunding Bonds, Series 2009; and

WHEREAS, the Mayor and the City Council have determined that it is advisable, necessary and in the best interests of the Issuer to issue general obligation bonds in the aggregate issued amount not to exceed \$3,700,000 to pay the cost of: (i) current refunding of all or a portion of any or all of the outstanding Series 2006 Bonds as provided in the Bond Order (the “**Refunded Bonds**”) and (ii) issuance of the Bonds; and

WHEREAS, the Issuer shall further set forth the terms of the Bonds as provided in the Bond Order as hereinafter defined; and

WHEREAS, the Mayor and City Council have received reports which indicate that a refunding of the Refunded Bonds will effect a benefit to the Issuer; and

WHEREAS, the Bonds shall be payable from a direct annual ad valorem tax levied against all taxable property in the City, without limitation as to rate or amount; and

WHEREAS, the Issuer proposes to enter into a Bond purchase contract (the “**Bond Purchase Agreement**”) with Bernardi Securities, Inc., Chicago, Illinois (the “**Underwriter**”) concerning the purchase of the Bonds, and the Bonds are to be as described in the Issuer’s Official Statement (in preliminary form and as supplemented to be final, the “**Official Statement**”) in connection with the offering of the Bonds for public sale, as supplemented by the Issuer’s Continuing Disclosure Certificate and Agreement (the “**Disclosure Agreement**”) under Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”); and

WHEREAS, for convenience of reference only, this Ordinance is divided into sections with captions, which shall not define or limit the provisions hereof, as follows:

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

Section 1. Certain Definitions. Unless the context or use indicates another or different meaning, certain words and terms used in this Ordinance shall have the meanings set forth above in the preambles and recitals hereto and from place to place herein.

(a) Certain words and terms shall have the meanings set forth in this Section 1, as follows:

“**Bona fide debt service fund**” means a fund, which may include proceeds of an issue, that (1) Is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; and (2) Is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.

“**Bond Order**” shall have the meaning thereof in Section 3(d).

“**Bond Registrar**” means UMB Bank, N.A., through its designated corporate trust office in St. Louis, Missouri, as Bond Registrar in connection with the Bonds, and its successors and assigns or an entity otherwise named in the Bond Order.

“**Bonds**” means the General Obligation Refunding Bonds, Series 2016, authorized under and pursuant to this Ordinance.

“**Code**” means the Internal Revenue Code of 1986, as amended, and includes applicable Income Tax Regulations.

“**Commitment**” means an Insurer’s Commitment, if any, for a Policy in connection with the Bonds.

“**Corporate Authorities**” means the City Council of the Issuer.

“**Depository**” means any automated depository for securities and a clearinghouse for securities transactions with respect to the Bonds, and its authorized successors, initially The Depository Trust Company (“**DTC**”), New York, New York.

“**Disclosure Agreement**” means the Issuer’s Continuing Disclosure Certificate and Agreement under Rule 15c2-12 in connection with the Bonds.

“**Government Securities**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

“Independent” when used with respect to any specified person means such person who is in fact independent and is not connected with the Issuer as an officer, employee, underwriter, or person performing a similar function; and whenever it is provided in this Ordinance that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the Issuer, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

“Insurer” means, if any, the issuer of a Policy securing the payment when due of the principal of and interest on the Bonds.

“Levied Taxes” means the receipts, if any are required, derived from the levy of general taxes without limit as to rate or amount as provided for in Section 8 of this Ordinance securing and to pay the principal of and interest on the Bonds.

“Maximum Annual Debt Service” means an amount of money equal to the highest future principal and interest requirement of all Outstanding Bonds required by this Ordinance in any Bond Year (i.e., each January 2 to the next January 1 period), including and subsequent to the Bond Year in which the computation is made; and any Outstanding Bonds required to be redeemed pursuant to mandatory redemption shall be treated as falling due on the date required to be redeemed (except in the case of failure to make any such mandatory redemption) and not on the stated maturity date of such Outstanding Bonds.

“Ordinance” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented pursuant to and in accordance with the terms hereof.

“Outstanding Bonds” means Bonds which are outstanding and unpaid; provided, however, such term shall not include Bonds (a) which have matured and for which monies are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the Issuer pursuant to this Ordinance.

“Paying Agent” means UMB Bank, N.A., through its principal office in St. Louis, Missouri, as Paying Agent in connection with the Bonds, and its successors and assigns or an entity otherwise named in the Bond Order.

“Pledged Account” shall have the meaning in Section 10(a).

“Policy” means, if any, an Insurer’s Municipal Bond Insurance Policy or other credit facility, if any, insuring and securing the scheduled payments when due of the principal of and interest on the Bonds.

“Prior Project” means paying costs related to the construction of a City park and various infrastructure projects within the City of O’Fallon, financed with proceeds of the Series 2006 Bonds.

“Qualified Investments” means, subject to the limitations applicable in connection with an Insurer’s Policy, if any, investments in Government Securities and such other investments as may from time to time be permissible under the laws of the State of Illinois.

“**Rule 15c2-12**” means Rule 15c2-12 promulgated by the Securities and Exchange Commission.

“**Underwriter**” shall have the meaning set forth above in the recitals in the preamble to this Ordinance.

“**Yield Reduction Payments**” shall have the meaning in Section 1.148-5(c) of the Income Tax Regulations.

“**Yield restricted**” or “**yield restriction**” with reference to an obligation means that the yield on such obligation is restricted to the Yield on the Bonds.

(b) Any certificate, letter or opinion required to be given in connection herewith shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like shall mean that such shall be only written whether or not a writing is specifically mentioned in the context of use. In connection with the foregoing and other actions to be taken under this Ordinance, the Issuer’s Mayor (or his or her designee), unless applicable law requires action by the Issuer’s City Council, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Ordinance for and on behalf of the Issuer and with the effect of binding the Issuer in that connection. In connection herewith concerning written direction or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, shall be appropriate and is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.

(c) In the event there is no Insurer or Policy, reference to “**Insurer**” and “**Policy**” in this Ordinance shall be given no effect.

Section 2. Findings. The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer refund the Refunded Bonds and pay costs of issuance and that the Bonds be issued for such purposes. Proceeds of the Bonds are hereby to be applied for such purposes. Pursuant to Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, Section 1-2-4 of the Illinois Municipal Code shall not apply to this Ordinance.

Section 3. Bond Details. There shall be borrowed for and on behalf of the Issuer the principal amount of up to \$3,700,000 (to be evidenced by the Bonds) to refund the Refunded Bonds and related costs.

(a) **General.** The Bonds shall be designated: “**General Obligation Refunding Bonds, Series 2016**”. The Bonds shall be dated as set for in the Bond Order (or after such date and as of or before the date of issuance as the Underwriter accepts or approves), and shall also bear the date of authentication, shall be in fully registered form, shall be in denomination

of \$5,000 each and authorized integral multiples thereof, shall be numbered 1 and upward in the order of their issuance, and shall bear interest at the rates not to exceed 5% and shall mature and become due and payable on the applicable date of the years not to exceed \$600,000 in any year (subject as hereinafter provided to prior redemption, as applicable) and in the principal amount in each year, as provided in the Bond Order.

The Bonds shall bear interest from their date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first (1st) day of January and of July of each year, commencing on July 1, 2016. Principal of and premium (if any) on each Bond shall be paid in lawful money of the United States of America, at the designated payment office of the Paying Agent. Interest on each Bond shall be paid from available funds therefor, as provided in this Ordinance, by check or draft of the Paying Agent to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the interest payment date.

Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

(b) **Execution.** The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer and shall be signed by the manual or duly authorized manual or facsimile signatures of the Mayor and City Clerk of the Issuer, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(c) **Authentication.** All Bonds shall have thereon a certificate of authentication substantially in the form therefor hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Issuer and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

(d) **Bond Order.** The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding the aggregate of the Bonds as set forth above, if different than as set forth above, shall be insured, shall be subject to optional redemption and/or mandatory redemption, and shall have such other terms and provisions as set forth in a Bond Order, if any. For purposes of the foregoing and otherwise in this Ordinance, the term “**Bond Order**” shall mean a certificate signed by the Mayor, and attested by the City Clerk and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, but not limited to, as the

case may be, identification of the Bond Registrar, Paying Agent, Bond Insurer, Policy, Escrow Agent, final interest rates, payment dates, optional and mandatory call provisions, Levied Taxes, original issue discount (“**OID**”), reoffering premium, the final maturity schedule, and identification of Refunded Bonds to be refunded, authorized pursuant to this Ordinance. The Bonds shall be conformed to each Bond Order.

Section 4. Redemption. The Bonds shall be subject to optional redemption prior to maturity as set forth in this Section 4, and not otherwise.

(a) **Optional Redemption.** Bonds shall be subject to redemption prior to maturity as set forth in the Bond Order, in whole or in part on any date, in any order of maturity specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.

(b) **Term Bonds.** Bonds maturing on January 1 of the years specified in a Bond Order are Term Bonds (the “**Term Bonds**”), subject to mandatory sinking fund redemption in the principal amount on January 1 of each of the years as specified in a Bond Order, and not otherwise.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds as appropriate certificate of direction and authorization executed by the Mayor or City Treasurer or Finance Director may: (i) deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or (iii) received a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(c) **Procedure.** The Issuer covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the Issuer covenants that the Bonds so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. No such notice shall be required in the case of mandatory redemption under subsection (b) above. In the event that less than all of the Bonds of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions

thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by each such registered owner to the Bond Registrar.

All notices of redemption shall include at least the information as follows: **(1)** the identification of the particular Bonds to be redeemed; **(2)** the redemption date; **(3)** the redemption price; **(4)** if less than all of the Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; **(5)** a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and **(6)** the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be marked cancelled by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus **(a)** the CUSIP numbers of all Bonds being redeemed; **(b)** the date of issue of the Bonds as originally issued; **(c)** the rate of interest borne by each Bond being redeemed; **(d)** the maturity date of each Bond being redeemed; and **(e)** any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bond or Bonds, or portion thereof, being redeemed with the proceeds of such check or other transfer.

Section 5. Registration of Bonds and Book-Entry. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.

(a) General. This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the “**Bond Register**”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the Bond Registrar of the Issuer. The Issuer is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner’s attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor, as applicable, to transfer or

exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

The Mayor or City Treasurer or Finance Director may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Mayor or City Treasurer or Finance Director shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

(b) Book-Entry-Only Provisions. The Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register therefor in a street name of the Depository, or any successor thereto, as nominee of the Depository. The outstanding Bonds from time to time may be registered in the Bond Register in a street name, as nominee of the Depository. If not already done, the Mayor or Finance Director or City Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "**Representation Letter**"). Without limiting the generality of the authority given to the Mayor or City Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to **(a)** payment procedures, **(b)** transfers of the Bonds or of beneficial interest therein, **(c)** redemption notices and procedures unique to the Depository, **(d)** additional notices or communications, and **(e)** amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar and the Paying Agent shall have no responsibility or

obligation with respect to **(a)** the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Bonds, **(b)** the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or **(c)** the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day of the month next preceding the applicable interest payment date, the reference herein to nominee in this Ordinance shall refer to such new nominee of the Depository.

In the event that **(a)** the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, **(b)** the agreement among the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or **(c)** the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. General Obligation. The Bonds are and constitute general obligations of the Issuer to which are pledged the full faith and credit of the Issuer, including a levy of direct annual taxes without limit as to rate or amount sufficient to pay when due the principal thereof and interest thereon.

Section 7. Form of Bonds. With appropriate completion of blanks and other modifications, including, as the case may be, the inclusion of abbreviations with respect to the status of registered ownership and an Insurer's standard Statement of Insurance, reordering of paragraphs, and, while the Bonds are held by the Depository in full book entry form, a schedule with respect to prepayments upon redemption showing the date of prepayment, the principal amount prepaid, the interest paid, the principal balance, the Bonds shall be in substantially the form as follows:

(Form of Series 2016 Bonds - Front Side)

REGISTERED

REGISTERED

NO. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF ST. CLAIR
CITY OF O'FALLON
GENERAL OBLIGATION REFUNDING BOND
SERIES 2016

:See Reverse Side for:
:Additional Provisions:

Interest **Maturity** **Dated** **CUSIP:**
Rate: **Date:** **Date:**

Registered Owner:

Principal Amount:

KNOW ALL BY THESE PRESENTS, that the City of O’Fallon, St. Clair County Illinois, a home rule municipality and political subdivision of the State of Illinois (the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable on January 1 and July 1 of each year, commencing July 1, 2016, until such Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable to this Bond. The principal of and redemption premium, if any, due on this Bond are payable in lawful money of the United States of America upon presentation hereof at the designated payment office of UMB Bank, N.A., in St. Louis, Missouri, as paying agent (including its successors, the “**Paying Agent**”).

Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Issuer maintained by UMB Bank, N.A., in St. Louis, Missouri, as Bond Registrar (including its successors, the “**Bond Registrar**”), at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on

such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

This Bond and each Bond of the series of which it forms a part (the “**Bonds**”) are issued pursuant to the Constitution and laws of the State of Illinois, including by the power and authority of the Issuer as a home rule unit under Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, as supplemented and amended, including by the Illinois Municipal Code and the Local Government Debt Reform Act, and the principal of and interest and any premium on the Bonds are payable from unlimited ad valorem taxes duly levied without limit as to rate or amount on all of the taxable property in the City of O’Fallon, Illinois (the “**Levied Taxes**”). The Bonds of this series are being issued for the purposes of (i) current refunding of all or a portion of any or all of the outstanding General Obligation Refunding Bonds, Series 2006 and (ii) paying all or a portion of the costs of issuing the Bonds, authorized by applicable law and as more fully described in proceedings adopted by the City Council (the “**Corporate Authorities**”) in Ordinance No. _____ authorizing the issuance of the Bonds, adopted by the Corporate Authorities on the ___ day of January (the “**Bond Ordinance**”). For the prompt payment of the Bonds, both principal and interest as aforesaid, at maturity or redemption, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are hereby irrevocably pledged.

[Insert as applicable: Reference is hereby made to the further provisions of this Bond as set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.]

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the designated payment office of the Bond Registrar in St. Louis, Missouri, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such registered owner duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds].

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes and neither the Issuer nor the Paying Agent or Bond Registrar shall be affected by any notice to the contrary.

[Bonds maturing on and after January 1, 20__, shall be subject to redemption prior to maturity on January 1, 20__, and thereafter in whole or in part on any date, in any order of maturity specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.]

[Insert and adapt, as applicable: Bonds maturing on January 1, 20__ and January 1, 20__ are Term Bonds (the “**Term Bonds**”), subject to mandatory sinking fund redemption in the principal amount on January 1 of each of the years, as follows:

<u>January 1, 20</u> Term Bonds		<u>January 1, 20</u> Term Bonds	
<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>
20__	,000	20__	,000
20__	,000*		

*To be paid at maturity unless previously retired.]

Unless waived by the registered owner of Bonds to be redeemed, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date of fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

The rights and obligations of the Issuer and of the registered owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the Issuer and of the registered owners of not less than two-thirds (2/3rds) in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Issuer to pay the principal, interest or redemption premium, if any, from the designated sources therefor, in the manner at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

The Issuer, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Issuer, represented by the series of Bonds of which this Bond is one, and including all other indebtedness of the Issuer, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the levy of general taxes without limit as to rate or amount (the Levied Taxes) on all taxable property within the Issuer's corporate limits to pay when due the principal of and interest on the series of Bonds of which this Bond is one.

The Issuer has designated the Bonds of this series as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar. Notwithstanding any other provision hereof, at any time that the Bonds are registered in the name of a securities depository or its nominee, the manner and timing of payment of Bonds shall be governed by the agreement entered into with such securities depository.

IN WITNESS WHEREOF the City of O’Fallon, St. Clair County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

**CITY OF O’FALLON, ST. CLAIR COUNTY,
ILLINOIS**

Attest:

(SEAL)

Mayor, City of O’Fallon, St. Clair County, Illinois

City Clerk, City of O’Fallon, St. Clair
County, Illinois

**Bond Registrar &
Paying Agent:**

UMB Bank, N.A.
St. Louis, Missouri

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Refunding Bonds, Series 2016, having a Dated Date of _____, 2016, of the City of O’Fallon, St. Clair County, Illinois.

UMB BANK, N.A.,
St. Louis, Missouri, as Bond Registrar

By _____
Authorized Signer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name, Address and Tax Identification of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guarantee By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or upon mandatory redemption, there is hereby levied upon all of the taxable property within the City of O’Fallon, Illinois, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for the purpose; and there are hereby levied on all of the taxable property in the City of O’Fallon, St. Clair County, Illinois, in addition to all other taxes, with a reasonable allowance for delinquencies under Section 16 of the Local Government Debt Reform Act, the following direct annual taxes as provided pursuant to the Bond Order (constituting the Levied Taxes) in an annual amount not to exceed \$600,000 for the levy years 2015 (collectible in 2016) through 2024 (collectible in 2025).

Interest or principal on the Bonds coming due at any time when there are insufficient funds on hand from the Levied Taxes to pay the same shall be paid promptly when due from current funds on hand (and not subject to a prior pledge) in advance of the collection of the Levied Taxes herein levied; and when the Levied Taxes shall have been collected, reimbursement shall be made to such funds in the amount so advanced.

(a) The Corporate Authorities reserve the complete right and discretion not to use funds available from any lawful source to abate such taxes or to use a portion of such funds to abate such taxes, provided, however, that the Corporate Authorities shall annually determine an amount to be deposited and so direct the City Treasurer to deposit such amount into the Principal and Interest Account and the City Treasurer shall file written direction with the County Clerk to abate the taxes by the amount so deposited, and such deposits shall be made prior to any such abatement being filed with the County Clerk, as the tax extension officer for the Issuer. No taxes will be abated unless and until the proper amount of such abatement has been deposited irrevocably into the Principal and Interest Account and dedicated to the payment of such Bonds. A certified copy of any such certificate of abatement and of any such proceedings abating taxes shall be filed

with the County Clerk of The County of St. Clair, Illinois, in a timely manner to effect such abatement.

(b) The Issuer covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding and unless and to the extent that moneys are then irrevocably on deposit in the Principal and Interest Account, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the issuer to levy and collect the foregoing tax levy. The Issuer and its officers will comply with all present and future applicable laws in order to assure that the Levied Taxes may be levied, extended, collected and deposited into such Principal and Interest Account, all as provided herein. Levied Taxes when received by or on behalf of the Issuer shall be directly deposited into the Principal and Interest Account.

Section 9. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective and prior to issuance of any Bonds, a copy of this Ordinance, certified by the Issuer's City Clerk, shall be filed with the County Clerk of The County of St. Clair, Illinois; and such County Clerk shall in and for each of the years 2015 through 2024, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each such year and in such County; and such County Clerk shall extend the same for collection on the tax books in connection with any other taxes that may be levied in each such year in and by the Issuer for general corporate purposes of the Issuer; and in each such year such annual tax shall be levied and collected by and for and on behalf of the Issuer in like manner as provided by law for the levy and collection of taxes for general corporate purposes for each such year, without limit as to either rate or amount, and in addition to and in excess of all other taxes.

Section 10. Special Accounts. There are hereby created and established certain special accounts of the Issuer, which are trust funds established for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by this Ordinance.

The Levied Taxes are to be paid to the City Treasurer or other appropriate financial officer who collects or receives the Levied Taxes. Whenever the City Treasurer or such officer receives any of the Levied Taxes, he or she shall promptly deposit the same into the appropriate account or accounts under this Ordinance and shall be used by the Issuer solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to separate accounts hereby created to be known as the "**Principal and Interest Account (2016)**" (the "**Principal and Interest Account**") and the "**Rebate Account**".

(a) **The Principal and Interest Account.** The Finance Director, City Treasurer or other appropriate financial officer shall first credit to and upon receipt shall immediately deposit into the Principal and Interest Account all funds allocated and pledged by the Corporate Authorities to pay debt service on the Bonds and receipts of any Levied Taxes extended and collected for such purpose. Such funds and Levied Taxes shall be immediately credited in full to the Principal and Interest Account. Moneys to the credit of the Principal and Interest Account shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds, as the same become due upon maturity, redemption or due date.

There is hereby created and established the “**Pledged Account**” as a separate account within the Principal and Interest Account. The Issuer from time to time may direct the funding of the Pledged Account from available funds for the purpose of abatement of taxes as provided in Section 8(a) of this Ordinance.

(b) **The Rebate Account.** There is hereby created a separate and special account to be known as the “**Rebate Account,**” into which there shall be deposited as necessary investment earnings in the Principal and Interest Account and/or the Bond Proceeds Fund to the extent required so as to maintain the tax exempt status of interest on Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) under Section 148(f) of the Code shall be payable from the Rebate Account. In a similar manner, Yield Reduction Payments (and other required payments) shall be determined and, as applicable, paid.

(c) **Investments.** The moneys on deposit in the Bond Proceeds Fund and the accounts and subaccounts in (a) and (b) above may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time by the Issuer as moneys may be needed for the purposes for which the Bond Proceeds Fund and such accounts have been created. In addition, the Finance Director or City Treasurer or other appropriate financial officer shall sell such investments when necessary to remedy any deficiency in the Bond Proceeds Fund or such accounts and subaccounts created in (a) and (b) above. Any earnings or losses on such investments shall first be attributed to the applicable subaccounts of the Principal and Interest Account so long as the balance in such Account is less than the debt service requirements thereof. Investments shall be valued by the Issuer at least annually at the lower of cost or market.

(d) **Yield Reduction Payments.** Unless the Issuer shall have requested and received an approving written opinion of Bond Counsel to the contrary, moneys on deposit or credited to the Pledged Account shall be restricted as to yield to the yield on the Bonds, subject to “**yield reduction payments,**” as applicable, under Section 1.148-5(e) of the Income Tax Regulations, which the Issuer shall determine and, as applicable, pay in the same manner as arbitrage rebate under (a) above.

Section 11. General Covenants. The Issuer covenants and agrees with the registered owners of the Bonds, that so long as any Bonds remain outstanding and unpaid:

(a) The Issuer will punctually pay or cause to be paid the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements hereof.

(b) The Issuer will pay and discharge, or cause to be paid and discharged any and all lawful claims which, if unpaid, might become a lien or charge upon the funds pledged to pay debt service on the Bonds, including the Levied Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the Issuer to make any such payment so long as the Issuer in good faith shall contest the validity of such claims.

(c) The Issuer will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to funds pledged to pay debt service on the Bonds, including the Levied Taxes. Such books of record and accounts shall at all times during business hours of the Issuer be subject to the inspection of the registered owners of not less than ten per cent (10%) (or such lesser percentage as may be required by applicable law) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

(d) The Issuer will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, including without limitation the right at all times to receive and apply the funds pledged to pay debt service on the Bonds, including the Levied Taxes, in the manner, at the time and with the effect contemplated by this Ordinance, with respect to which, among other things, the Issuer covenants to strictly comply with all requirements of the Act in connection therewith and herewith, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of the Bonds by the Issuer, the Bonds shall be incontestable by the Issuer.

(e) The Issuer will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners and beneficial owners of the Bonds, the Paying Agent and Bond Registrar of the rights and benefits provided in this Ordinance.

(f) As long as any Bonds are Outstanding, the Issuer will continue to deposit the funds pledged to pay debt service on the Bonds, including the Levied Taxes, to the appropriate accounts and subaccounts as herein provided. The Issuer covenants and agrees with the registered owners thereof that so long as any Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to collect and apply the Levied Taxes in accordance with this Ordinance. The Issuer and its officers will comply with the Act and with all present and future applicable laws in order to assure that such taxes may be collected as provided herein and deposited into the Principal and Interest Account and applied in accordance with this Ordinance.

(g) The Issuer will timely and fully comply with all requirements of the Act, including particularly filing, all reporting and other requirements, to maintain its right to receive Levied Taxes.

(h) After their issuance, the Bonds shall be incontestable by the Issuer, to the extent lawful.

Section 12. Sale of the Bonds. The Bonds hereby authorized shall be sold and executed as in this Ordinance provided as soon after the passage hereof as may be, and the proceeds from such sale, to the extent not directly applied to pay for the refunding of the Refunded Bonds, an Insurer's Policy, or other costs of issuance of the Bonds at the time the Bonds are issued, which application by the Underwriter upon presentation of statements therefor is expressly authorized, with a credit against the purchase price for the Bonds, shall thereupon be deposited with the Mayor or City Treasurer or Finance Director of the Issuer, and be by the Mayor or the City Treasurer or

Finance Director delivered to or at the direction of the Underwriter in accordance with the terms and provisions of the Bond Purchase Agreement, upon receipt of the purchase price therefor, the same being the purchase price set forth in the Bond Purchase Agreement (plus accrued interest, if any, to date of delivery), with credits, if any, against the purchase price under the Bond Purchase Agreement, including with respect to refunding the Refunded Bonds and direct payment of issuance costs. The Official Statement, the Bond Purchase Agreement, the Tax Agreement, if any, of the Issuer (the “**Tax Agreement**”) and the Disclosure Agreement are in all respects ratified, approved and confirmed, it being hereby found and determined that such Bond Purchase Agreement, Tax Agreement and Disclosure Agreement are in the best interests of the Issuer and that no person holding an office of the Issuer either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

The issuance, sale and delivery of the Bonds shall be accompanied by an executed Disclosure Agreement, the Tax Agreement and the supporting documentation required by the Bond Purchase Agreement, including as follows: (1) a certified copy of this Ordinance; (2) a written direction from the Mayor to the Bond Registrar to authenticate and deliver Bonds; (3) with respect to the initial issuance, sale and delivery of any Bonds the approving opinion of Ice Miller LLP, Chicago, Illinois (including other nationally recognized bond counsel, “**Bond Counsel**”), that such Bonds have been validly issued and constitute general obligations of and binding against the Issuer according to their terms and as to the tax-exempt status thereof; (4) the purchase price for the Bonds; and (5) such other and further showings and instruments as the Issuer, Bond Counsel approving the Bonds or the Underwriter shall reasonably require.

The Issuer hereby authorizes and approves the Official Statement to be used in the offering and sale of the Bonds. The Issuer hereby deems the Official Statement to be final as of the date of this Ordinance, as provided in and subject to appropriate supplements under Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will cooperate with the Underwriter in connection with the compliance by the Underwriter with requirements of such Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board.

Section 13. Use of Bond Proceeds. Concurrently with the delivery of the Bonds, the Issuer shall deposit a portion of the proceeds of the Bonds to be used, together with cash on hand, if any, to refund and legally defease all or a portion of the Refunded Bonds. In order to refund the Refunded Bonds, the City Treasurer shall deposit certain cash from the proceeds of the Bonds with the paying agent for the Refunded Bonds as provided in the Bond Order in an amount sufficient to provide moneys for the payment of redemption, interest and redemption premium, if any, on the Refunded Bonds to be called for redemption on the dates provided in the Bond Order which shall be no later than June 1, 2016.

Costs of issuance of the Bonds not otherwise paid shall be paid from the remaining proceeds by the Issuer. When all the costs of issuance of the Bonds have been paid, the Issuer shall then transfer any amount then remaining from the proceeds of the Bonds to the Principal and Interest Account as herein provided.

(a) Accrued interest and capitalized interest, if any, received by the Issuer upon the sale of the Bonds and capitalized interest, if any, following the delivery of the Bonds,

shall be remitted for deposit in the Principal and Interest Account and shall be used to pay first interest coming due on the Bonds.

(b) In addition to the funds established hereunder, the Mayor is hereby authorized and directed to establish, and the City Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this Ordinance.

(c) The Mayor, City Clerk, City Treasurer or Finance Director of the Corporate Authorities who receives the taxes of the City be and the same are hereby directed to prepare and file with the County Clerk, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 14. Arbitrage. The Corporate Authorities certify and covenant with the registered owners of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account or subaccount in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be “**private activity bonds**”, “**arbitrage bonds**” or “**hedge bonds**” under Sections 141, 148 and 149(g) of the Code and any lawful regulations promulgated or proposed thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

Section 15. Certain Investments. The Corporate Authorities reserve the right, however, to make any investment of such moneys permitted by Illinois law and this Ordinance, if, when and to the extent that Section 148 of the Code or applicable Income Tax Regulations shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in a written opinion of Bond Counsel of recognized competence in such matters, result in making the interest on any of the Bonds subject to federal income taxation. The Corporate Authorities further reserve the right to apply any applicable arbitrage rebate exception, with respect to which the Mayor is authorized to make applicable elections and otherwise act.

Section 16. Refunding Bonds. Refunding obligations issued to refund, whether at or in advance of maturity, Bonds issued under this Ordinance, may be issued by the Corporate Authorities hereunder, and, upon such issuance, shall be “**Bonds**” as defined hereunder, subject to the limitations hereof.

Section 17. Payment and Discharge. Bonds may be discharged, payment provided for, and the Issuer’s liability terminated, in whole or in part, as follows:

(a) **Discharge of Indebtedness.** If (i) the Issuer shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar and Paying Agent shall have been paid, and (iii) the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the

rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the registered owners of all outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the Issuer to the registered owners of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) **Provision for Payment.** Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Bond Registrar (including Certified Public Accountant verifications and opinions of Bond Counsel) shall have been made for the giving thereof. Government Securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds without rendering the interest on any Bonds taxable under the Code. The Issuer may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) **Termination of Issuer's Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the Issuer in respect of such Bond or Bonds shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited as herein described for their payment.

Section 18. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 19. Amendment. The rights and obligations of the Issuer and of the registered owners of outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the registered owners of not less than two-thirds (2/3rds) of the principal amount of all outstanding Bonds (excluding any of such Bonds owned by or under the control of the Issuer) of the series of Bonds affected by any such supplemental ordinance, other than amendments not prejudicial to the rights of the registered owners of the Bonds (which may be conclusively determined by receipt of an approving opinion of Bond Counsel); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority, other than as herein

provided, of any outstanding Bond or outstanding Bonds over any other outstanding Bond or outstanding Bonds, or otherwise alter or impair the obligation of the Issuer to pay from any pledged funds and Levied Taxes the principal of and interest on any of the outstanding Bonds at the time, place, rate, and in the currency provided herein, or alter or impair the obligations of the Issuer with respect to registration, transfer, exchange or notice or redemption of Bonds, without the written consent of the registered owners of all the outstanding Bonds affected; nor shall such modification or amendment reduce the percentage of the registered owners of outstanding Bonds required for the written consent of such modification or amendment without the written consent of the registered owners of all of the outstanding Bonds.

Section 20. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 21. Registered Form. The Issuer recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 22. Bond Registrar and Paying Agent. The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor registered owner. If requested by a Bond Registrar and/or Paying Agent, the Mayor or City Treasurer or Finance Director or City Clerk of the Issuer are authorized to execute the Bond Registrar's and/or Paying Agent's standard form of agreement between the Issuer and the Bond Registrar and/or Paying Agent with respect to the obligations and duties of the Bond Registrar and/or Paying Agent hereunder, which may include the following (in any event (a) - (f) below shall apply to the Bond Registrar and Paying Agent):

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of registered owners of Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to the extent lawful to keep such list confidential;

(c) to give notices of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and Paying Agent. In any event (a) - (f) above shall apply to the Bond Registrar and the Paying Agent.

Section 23. Prior Inconsistent Proceedings. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

Section 24. Immunity of Officers and Employees. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future Mayor or other officer, alderman, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, council members, aldermen or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of the Bonds.

Section 25. Not Private Activity Bonds. None of the Bonds to be tax-exempt is a “**private activity bond**” as defined in Section 141(a) of the Code. In support of such conclusion, the Issuer certifies, represents and covenants as follows:

(a) No direct or indirect payments in violation of Section 141 of the Code are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit or private security or payment.

(b) None of the proceeds of the Bonds is to be used, directly or indirectly, in violation of Section 141 of the Code to make or finance loans to persons other than a state or local governmental unit.

Section 26. Arbitrage Rebate. The Issuer recognizes that the provisions of Section 148 of the Code require a rebate to the United States in certain circumstances. Exemptions, in whole or in part, to such rebate requirements appear at Sections 148(f)(4)(D) and 148(f)(4)(C) of the Code and Section 1.148-7(d) of the Income Tax Regulations concerning the small issuer, six-month, two-year and eighteen-month spending exceptions and may apply to this issue. In this connection, the Issuer covenants, represents and certifies as follows:

(a) The Issuer is a local governmental unit with general taxing powers.

(b) No Bond in this issue is a “**private activity bond**” as defined in Section 141(a) of the Code.

(c) All the net proceeds of the Bonds are to be used for the local government activities of the Issuer described in this Ordinance (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer). There are no “**subordinate entities**” to the Issuer.

(d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds as defined in the Code) issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is reasonably expected to exceed \$5,000,000 within the meaning of Section 148(f)(4)(D) of the Code.

(e) The Issuer shall execute and deliver an arbitrage regulation agreement related to this Section 26.

Section 27. Certain Tax Covenants. The Issuer agrees to comply with all provisions of the Code which, if not complied with by the Issuer, would cause interest on the Bonds not to be tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Issuer agrees: **(a)** through its officers, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; **(b)** to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel approving the Bonds; **(c)** to consult with such Bond Counsel and to comply with such advice as may be given; **(d)** to pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; **(e)** to file such forms, statements and supporting documents as may be required and in a timely manner; **(f)** if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance; **(g)** to execute, deliver and perform the Bond Purchase Agreement, Tax Agreement and the Disclosure Agreement; **(h)** to certify abatement of taxes levied to pay Bonds; or **(i)** to fund the payment of issuance costs.

One purpose of this Section 27 is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-O *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the “**Regulations**”). The covenants and agreements contained herein and to be made at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(a) The Bonds are being issued to finance the refunding of the Prior Bonds, and to provide funds to cause refunding of applicable Related Bonds, and to pay certain costs of issuance of the Bonds, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purposes for which the Bonds are being issued.

(b) Proceeds of the Bonds will be applied as described above in Section 2.

(c) The Issuer has on hand no funds which could legally and practically be used for refunding of the Prior Bonds which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used **(i)** directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used as herein provided, or **(ii)** to replace any proceeds of

any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section 27, “**Yield**” or “**yield**” means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the obligation, including accrued interest. The “**purchase price**” of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(d) All principal proceeds of the Bonds, not directly applied to finance the refunding of the Refunded Bonds or issuance costs, will be deposited in the Bond Proceeds Fund and used to pay costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds will be deposited in an applicable subaccount of the Principal and Interest Account and used to pay the first interest due on the Bonds. Earnings on investment of moneys in any fund or account or subaccount will be credited to that fund or account. Issuance costs of the Bonds, will be paid from the Bond Proceeds Fund, and no other moneys are expected to be deposited therein. Interest on and principal of the Bonds will be paid from the Principal and Interest Account. Except as provided in the Escrow Agreement proceeds will not be used for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(e) The Principal and Interest Account is established to achieve a proper matching of revenues and earnings with debt service in each Bond Year (i.e., each annual January 2 – January 1 period). Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Principal and Interest Account will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Principal and Interest Account will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Principal and Interest Account, except the Pledged Account, will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year’s earnings on the investment of moneys in the Principal and Interest Account or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the Bonds. Any excess over such amount shall be credited to the Pledged Account.

(f) Other than the Principal and Interest Account and the Pledged Account, no funds or accounts or subaccounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. Except for Proceeds applied to pay the costs of a Policy, no property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) (i) All amounts on deposit in the Bond Proceeds Fund or the Principal and Interest Account and all Proceeds, in the applicable accounts or subaccounts deposited (“**Gross Proceeds**”) for the Bonds, to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds, after the three-year temporary period, only, 1/8 of 1%.

(ii) The following, which shall not apply to the Refunding Deposit, may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Code (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes (“**Tax-Exempt Obligations**”);

(B) amounts deposited in the Principal and Interest Account that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months;

(C) an amount not to exceed 5% (but not to exceed \$100,000) of Bond proceeds;

(D) all amounts for the first 30 days after they become Gross Proceeds (i.e., the date of deposit in any fund or account securing the Bonds); and

(E) all amounts derived from the investment of the Proceeds for a period of one year from the date received.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) This subsection (i) incorporates the provisions of Section 10(b) concerning arbitrage rebate.

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not in violation of Section 141 of the Code, directly or indirectly, be (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money,

used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance or refinance loans to persons other than a state or local governmental unit.

(m) No user of any Prior Project other than a state or local government unit will use such Prior Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user thereof as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(n) Beginning on the 15th day prior to the Bond sale date, the Issuer has not sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issuance of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of any Prior Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on the Bonds to which the Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be hedge bonds, arbitrage bonds or private activity bonds within the meaning of Sections 149(g), 148 or 141 of the Code. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

Section 28. Qualified Tax-Exempt Obligations. The Issuer recognizes the provisions of Section 265(b)(3) of the Code which provide that a “**qualified tax-exempt obligation**” as therein defined may be treated by certain financial institutions as if it were acquired

on August 7, 1986, for certain purposes. The Issuer hereby designates the Bonds under Section 265(b)(3) of the Code as “**qualified tax-exempt obligations**” as provided therein to the extent each such Bond is tax-exempt under Section 103 of the Code.

(a) The Issuer acknowledges that a “**qualified tax exempt obligation**” means a bond which is not a “**private activity bond**” as defined in Section 141(a) of the Code.

(b) The Issuer represents that including the Bonds, the Issuer (including any entities subordinate thereto) does not reasonably expect to issue in excess of \$10,000,000 in “**qualified tax-exempt obligations**” (other than non-501(c)(3) “**private activity bonds**”) (as such terms are defined in the Code) during the calendar year of issuance of the Bonds.

In determining whether the Bonds are “**qualified tax-exempt obligations**” certain obligations are not taken into account in aggregating the applicable \$10,000,000 limit of the small issuer exception under Section 265(b)(3) of the Code, including under Section 265(b)(3)(C)(III):

(III) an obligation issued to refund (other than to advance refund within the meaning of section 149(d)(5)) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation.

Section 29. Taxable Bonds. In the event the Bonds are issued as taxable bonds as provided pursuant to the Bond Order, the provisions of Section 13, 14, 15, 25, 26, 27, and 28 are not required to be followed and shall be of no effect.

Section 30. Policy of Insurer. An Insurer’s Commitment with respect to the Policy and the terms and provisions of the Policy are to be incorporated into this Ordinance by reference, including without limitation that any investment restrictions and limitations in the Commitment and related to the Policy shall be deemed to be applicable restrictions and limitations on the Qualified Investments and the investments authorized by this Ordinance. The Issuer’s standard package of documents shall be appended to this Ordinance as operative provisions of this Ordinance by reference, provided that any failure to so append shall not abrogate, diminish or impair the effects thereof. In the event there is no Policy, the reference herein to an Insurer or a Policy shall be given no effect.

Section 31. Instruments of Further Assurance. The Official Statement is approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Bonds. The Bond Purchase Agreement, the Tax Agreement and the Disclosure Agreement, in substantially the forms presented before the meeting of the Corporate Authorities at which this ordinance is adopted, with such changes therein as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such ordinances and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the registered owners

of the Bonds its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds and the application of Bond proceeds, all as herein provided. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or any other person, become and be subject to the lien of this Ordinance as fully and completely as though specifically described herein, but nothing contained in this Section 31 shall be deemed to modify or change the obligations of the Issuer under this Section 31.

Section 32. Effective Date. Pursuant to home rule power and authority, this Ordinance shall be in full force and effect immediately upon its adoption and approval.

Adopted this __ day of January, 2016, upon motion by Alderman _____, seconded by Alderman _____, by the roll call vote, as follows:

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									

Approved: January __, 2016

Attest:

Mayor, City of O’Fallon, St. Clair County, Illinois

(SEAL)

City Clerk, City of O’Fallon, St. Clair County,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATION OF ORDINANCE

I, Philip A. Goodwin, do hereby certify that I am the duly qualified and acting City Clerk of the City of O’Fallon, St. Clair County, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of the City Council of the Issuer (the “**Corporate Authorities**”).

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Issuer’s Corporate Authorities held on January __, 2016, insofar as same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF O’FALLON, ST. CLAIR COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was called at a specified time and place convenient to the public, that the agenda for the meeting was duly posted at the City Hall at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of such open meeting laws and Illinois Municipal Code and with their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City of O’Fallon, Illinois, this __ day of January, 2016.

(SEAL)
STATE OF ILLINOIS)

City Clerk

COUNTY OF ST. CLAIR)SS
)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of St. Clair County, Illinois, and as such official I do further certify that on the ____ day of _____, 2016, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE OF THE CITY OF O’FALLON, ST. CLAIR COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS.

duly passed and approved by the Corporate Authorities of the City of O’Fallon, St. Clair County, Illinois, on the __ day of January, 2016, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2016.

County Clerk of St. Clair County, Illinois

(SEAL)

CITY OF O'FALLON, ILLINOIS
ORDINANCE NO. _____

**AN ORDINANCE APPROVAL THE
FINAL PLAT OF BETHEL FARMS –
PHASE 1**

WHEREAS, the City of O'Fallon Community Development and Public Work Departments have reviewed and subsequently recommend the Final Plat and associated improvement plans for Bethel Farms subdivision; and

WHEREAS, on December 14, 2015, the Community Development Committee of the City Council reviewed the final plat and recommended approval with a vote of 6-ayes and 0-nays; and

WHEREAS, the City Council has reviewed the Final Plat and finds it acceptable and to the public benefit.

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 the final plat of Bethel Farms, Phase 1 attached hereto as Exhibit A, be accepted and approved.

Section 2. That the City Clerk be and is hereby directed to file with the Recorder of Deeds of St. Clair County, Illinois, a copy of this Ordinance, along with a copy of the plat. The recording expense shall be borne by the person(s) requesting approval of the plat.

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 _____ 2016.

ATTEST:

(seal)

Approved by the Mayor this _____ day
of _____ 2016.

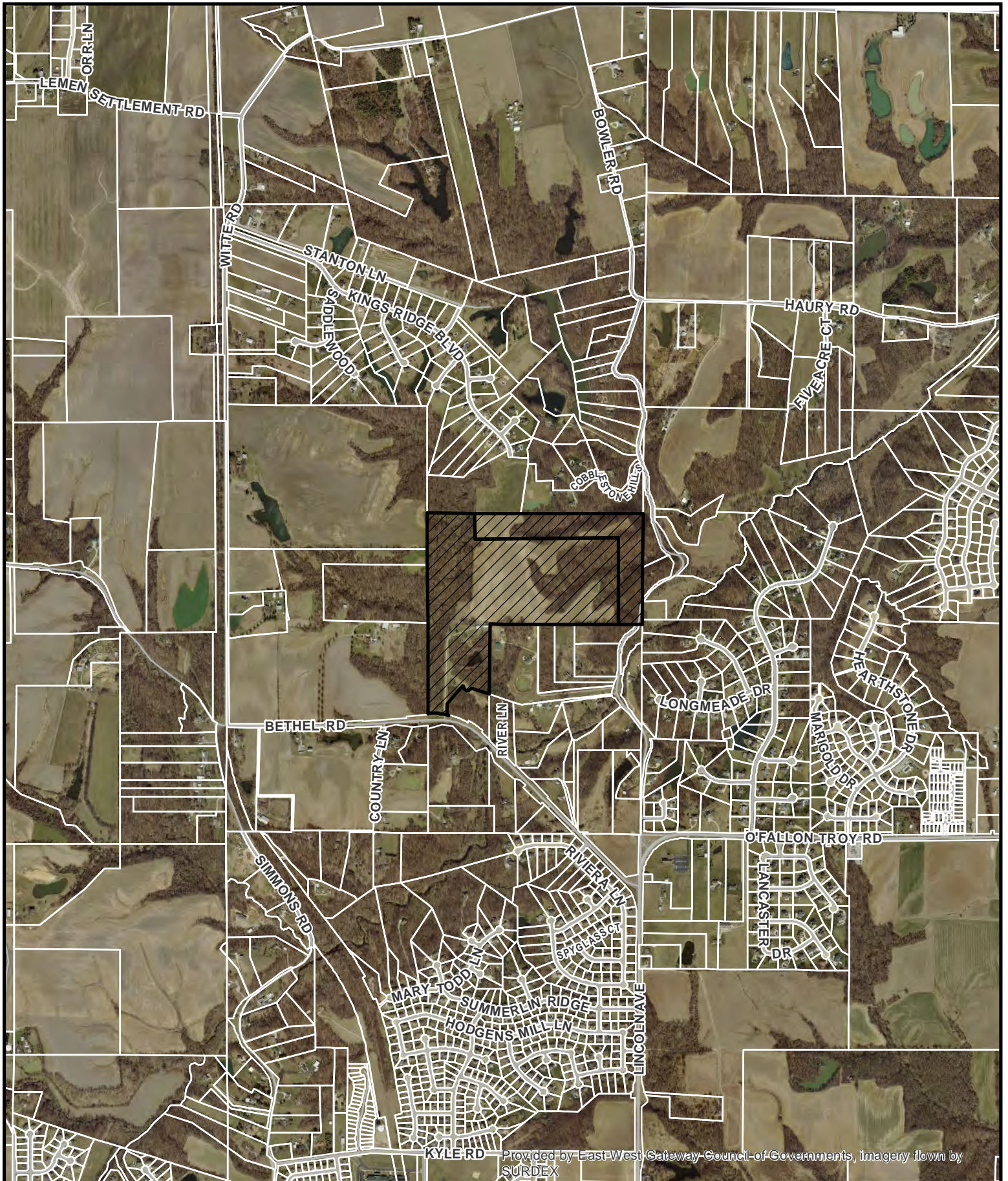
Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

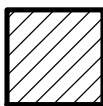
ROLL CALL:	McCoskey	Meile	Kueker	Albrecht	Mouser	Hagarty	Drolet	SUB TOTALS
Aye								
Nay								
Absent								

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

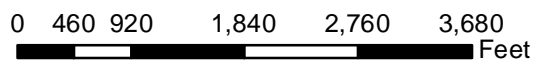
S15-11: Bethel Farms - Phase 1 - Final Plat



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

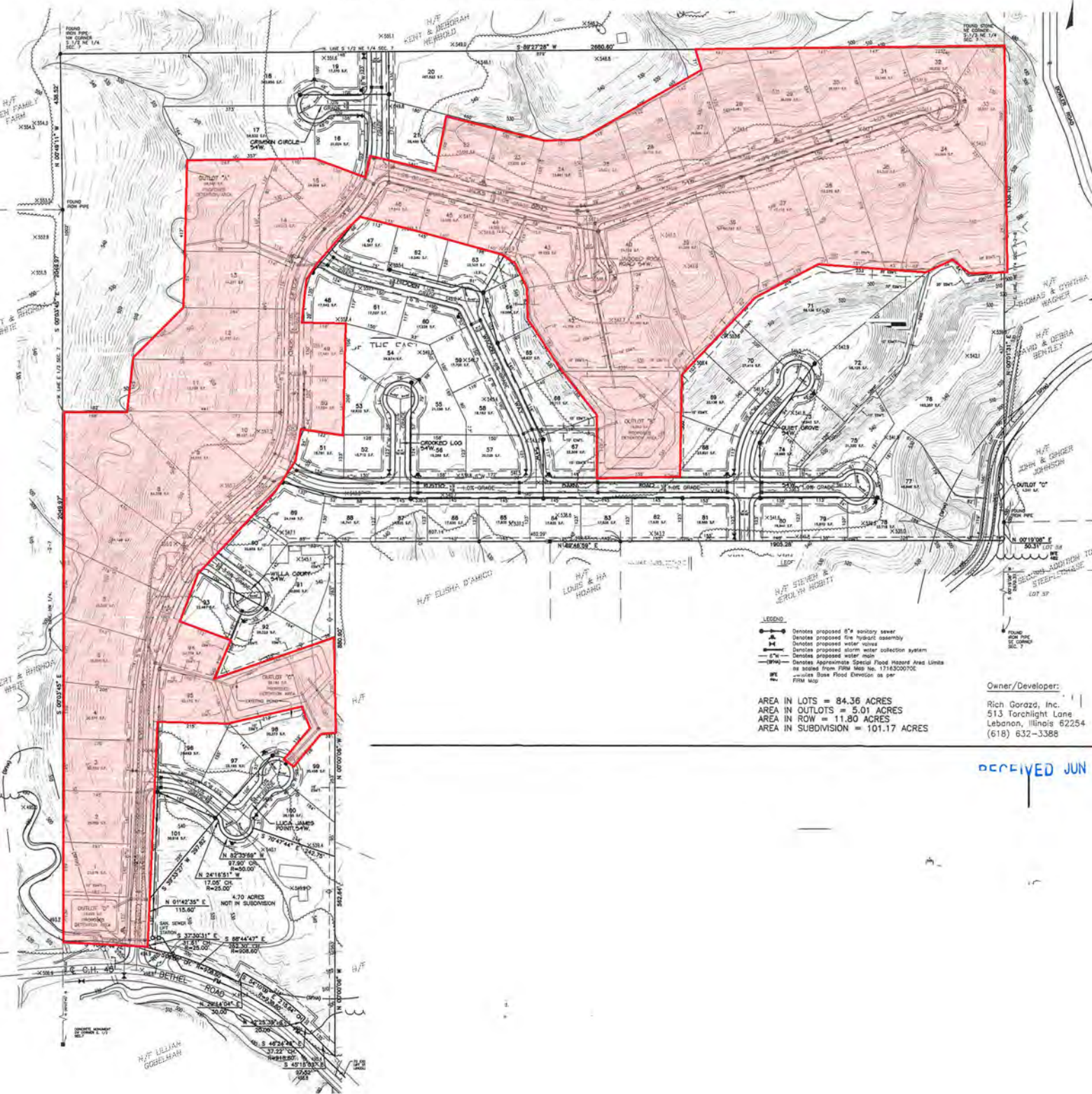
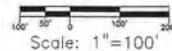


Subject Property



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 hydraulic assembly
 - Denotes proposed water valves
 - Denotes proposed storm water collection system
 - Denotes proposed water main
 - Denotes Approximate Special Flood Hazard Area Limits as shown from FEMA Map No. 17163C0070C
 - Denotes Base Flood Elevation as per FEMA Map

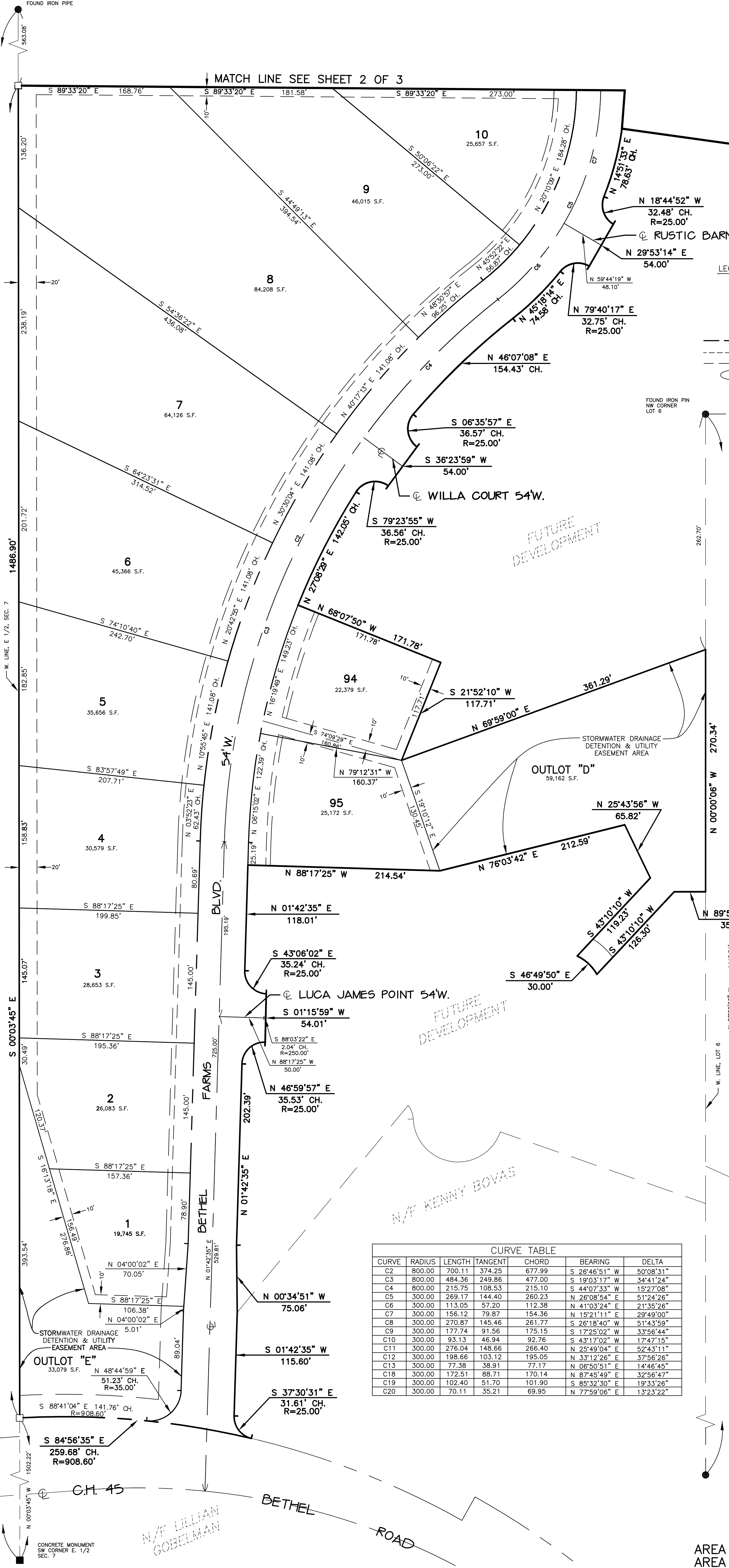
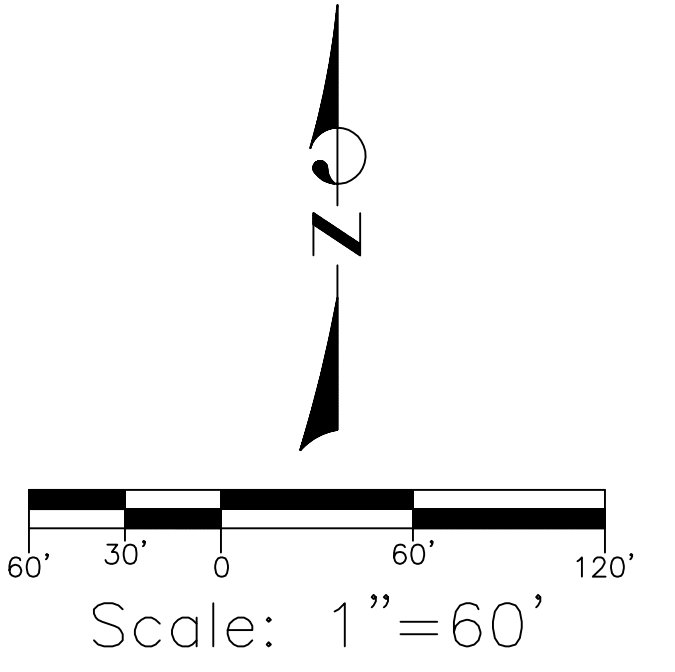
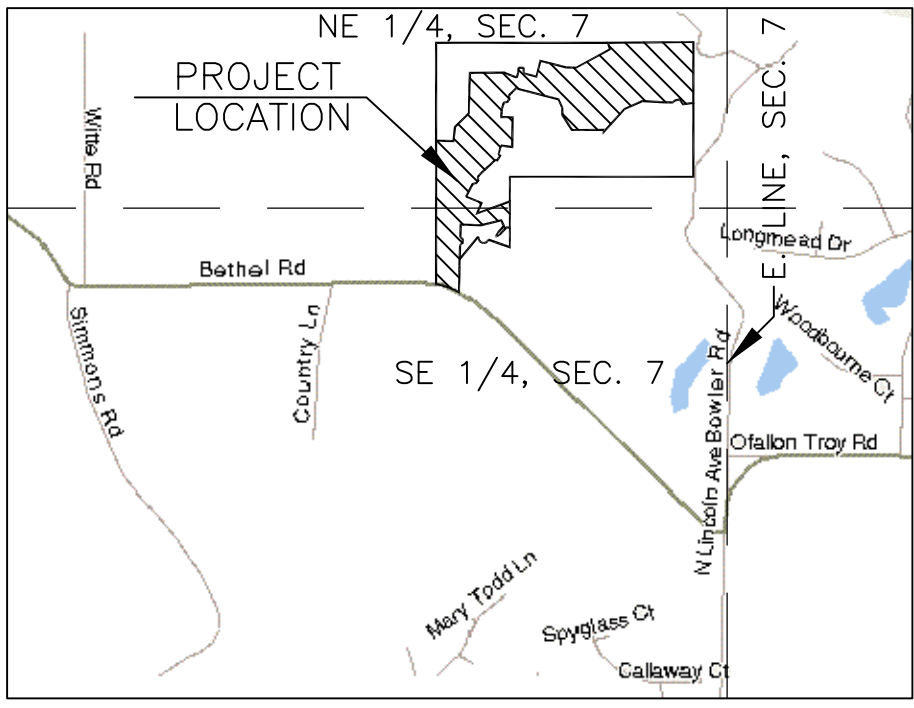
AREA IN LOTS = 84.36 ACRES
 AREA IN OUTLOTS = 5.01 ACRES
 AREA IN ROW = 11.80 ACRES
 AREA IN SUBDIVISION = 101.17 ACRES

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

RECEIVED JUN 1

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 found old stone
 - Denotes found I.P.
 - Denotes set I.P.
 - Denotes set conc. monument
 - Denotes found conc. monument
 - Denotes R.O.W. line
 - - - Denotes easement line
 - - - Denotes building set-back line
 - Denotes street address

Note:
The proposed finished floor and lowest point of entry elevations shown hereon were determined from the proposed grading plan. Any variation thereof due to subsult conditions shall be revaluated by a civil engineer to determine the appropriate elevations of the proposed building.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C2	800.00	700.11	374.25	677.99	S 28°46'51" W	50°08'31"
C3	800.00	484.36	249.86	477.00	S 19°03'17" W	34°41'24"
C4	800.00	215.75	108.53	215.10	S 44°07'33" W	15°27'08"
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C6	300.00	113.05	57.20	112.38	N 41°03'24" E	21°35'26"
C7	300.00	156.12	79.87	154.36	N 15°21'11" E	29°49'00"
C8	300.00	270.87	145.46	261.77	S 28°18'40" W	51°43'59"
C9	300.00	177.74	91.56	175.15	S 17°25'02" W	33°56'44"
C10	300.00	93.13	46.94	92.76	S 43°17'02" W	17°47'15"
C11	300.00	276.04	148.66	266.40	N 25°49'04" E	52°43'11"
C12	300.00	198.66	103.12	195.05	N 33°12'26" E	37°56'26"
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C20	300.00	70.11	35.21	69.95	N 77°59'06" E	13°23'22"

AREA IN LOTS=37.28 ACRES
AREA IN OUTLOTS=3.49 ACRES
AREA IN R.O.W.=5.74 ACRES
AREA IN SUBDIVISION=46.51 ACRES

SHEET 1 OF 3	PROJECT NO. 2249	DRAWING: SUBDIVISION PLAT	DATE NOV. 2015	REVISIONS	Sherbut-Carson & Associates, P.C. #4 Meadow Heights Professional Park Collinsville, Illinois 62234 Phone: 618-345-5454 Fax: 618-345-3017
		BETHEL FARMS	DRAWN K.M.C.	DATE REMARKS	
SHEET NUMBER :		CHECK			

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.

The approval of this plat by the City of O'Fallon does not obligate the City to perform any maintenance of any drainage easement in this subdivision, nor the acceptance of any storm water drainage way, structure, or improvements other than surface drainage structures or improvements having prior approval of the City. It is the intent of the subdivider that the individual lot owners shall maintain that part of any drainage easement shown hereon lying within the boundary of their property.

Owner/Developer

State of Illinois)
County of St. Clair)

We, the undersigned being the owners in fee of the property embraced by this plat, hereby acknowledge this plat to be our free and voluntary act and deed and hereby dedicate to the public forever, for roadway purposes, the streets as shown hereon and hereby grant the easements shown hereon for the construction and maintenance of municipal and public utilities service and drainage, and the building lines shown hereon are the building lines to be referred to in all conveyances of lots in this subdivision, including the release of the right of homestead, under the Homestead Exemption Laws of the State of Illinois. This land lies totally within O'Fallon Community School District 90 and O'Fallon Twp. School High District 203.

In Witness Whereof, we have set our hands and seals this ____ day of _____, 20____.

Rich Gorazd, Inc.

Richard J. Gorazd

State of Illinois)
County of _____)

I, a Notary Public in and for the County aforesaid, do hereby certify that the above signed persons, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and sealed the same as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and notarial seal this ____ day of _____, 20____.

Notary Public

State of Illinois)
County of St. Clair)

I, the undersigned, County Clerk of St. Clair County, Illinois, hereby certify that I have examined the above plat, and that I have searched the records of my office to ascertain whether all redeemable sales for unpaid taxes or special assessments have been paid, as required by law upon all of the property embraced within said plat, and I hereby certify that I find no redeemable tax sales or unpaid taxes against any of the real estate included in this plat, and do hereby approve the same for assessment purposes.

In Witness Whereof, I have hereunto set my hand and the seal of my Office, this ____ day of _____, 20____.

County Clerk

9-1-1 EMERGENCY CERTIFICATION

This plat has been reviewed for 9-1-1 implementation.

9-1-1 Coordinator _____ Date _____

Approved by the City Council of the City of O'Fallon, Illinois, this ____ day of _____, 20____.

Mayor _____ City Clerk _____

We, Sherbut-Carson-Claxton, LLC, hereby certify that at the request of the owner, we have surveyed and subdivided the tract of land as shown hereon, and that this plat is a true and accurate representation of that survey and subdivision. We further certify that part of said land may be located within a special flood hazard area as identified by the Federal Emergency Management Agency on FIRM Community-Panel No. 17163C0070E as shown hereon.

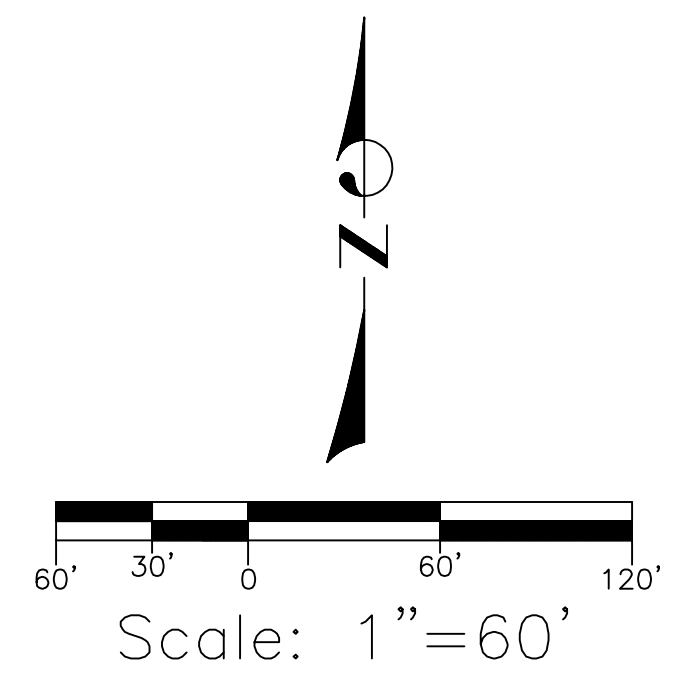
Sherbut-Carson-Claxton, LLC

Michael J. Graminski, I.P.L.S. 2901

Expires: 11/30/2016

We, Sherbut-Carson-Claxton, LLC, hereby certify that all required agencies were properly notified, and have approved of the project. The agencies notified, if applicable, include Illinois Historic Preservation Agency (IHPA); Illinois Department of Natural Resources (IDNR - endangered species); Illinois Department of Natural Resources (IDNR stream hydraulics); Natural Resource Conservation Service (NRCS); U.S. Army Corps of Engineers (USACE - Clean Water Act - stream hydraulics); Illinois Environmental Protection Agency (IEPA- storm water permit); St. Clair County Department of Roads and Bridges (entrance permit); Illinois Department of Transportation Division of Highways (IDOT - entrance permit); U.S. Department of Agriculture (USDA - prime farm land).

David B. Claxton, IL P.E. 062-049684

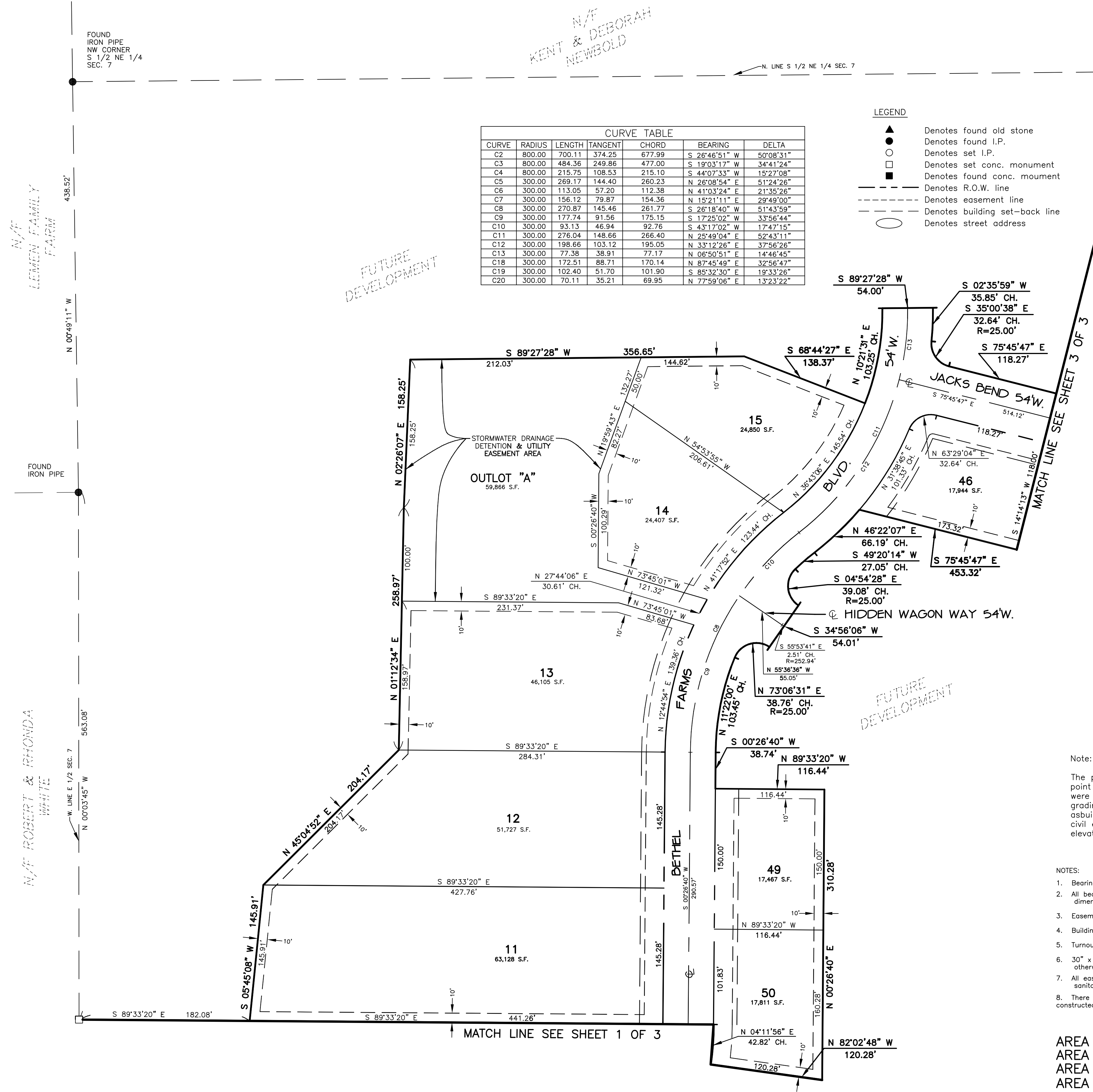


Owner/Developer:
S.M.R. LLC
513 Torchlight Lane
Lebanon, Illinois 62254
(618) 632-3388

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LEGEND

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Note:
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- NOTES:
- Bearings shown are assumed.
 - All bearings and distances along curves are chord dimensions.
 - Easements shown hereon are 20 feet wide unless noted.
 - Building set-backs are 25 feet unless noted.
 - Turnout radii are 25 feet unless noted.
 - 30" x 5/8" re-bar markers set at all lot corners, unless otherwise noted.
 - All easements shown hereon are for utilities, watermain, sanitary sewer, drainage and detention purposes.
 - There shall be no structures, fencing, utilities, etc. constructed or installed within storm water detention areas.

AREA IN LOTS=37.28 ACRES
AREA IN OUTLOTS=3.49 ACRES
AREA IN R.O.W.=5.74 ACRES
AREA IN SUBDIVISION=46.51 ACRES

Sherbut-Carson & Associates, P.C.
#4 Meadow Heights Professional Park
Collinsville, Illinois 62234
Phone: 618-345-5454
Fax: 618-345-3017

DATE	REVISIONS	REMARKS
NOV. 2015 <td></td> <td></td>		

DATE	DRAWN	CHECK
	K.M.C.	

DRAWING: SUBDIVISION PLAT
BETHEL FARMS

PROJECT NO. 2249
SHEET NUMBER : 2 OF 3

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.

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NOTES:

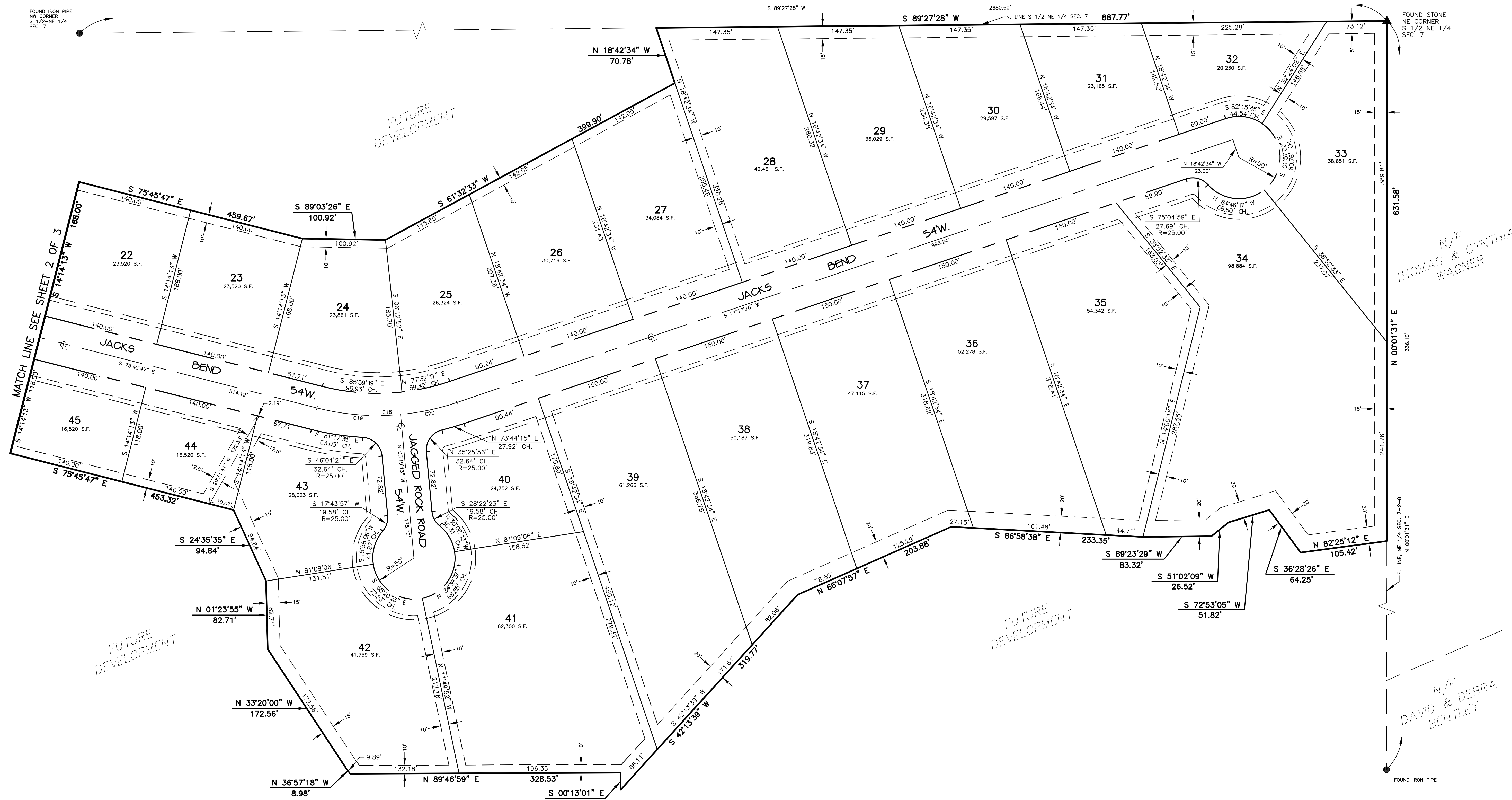
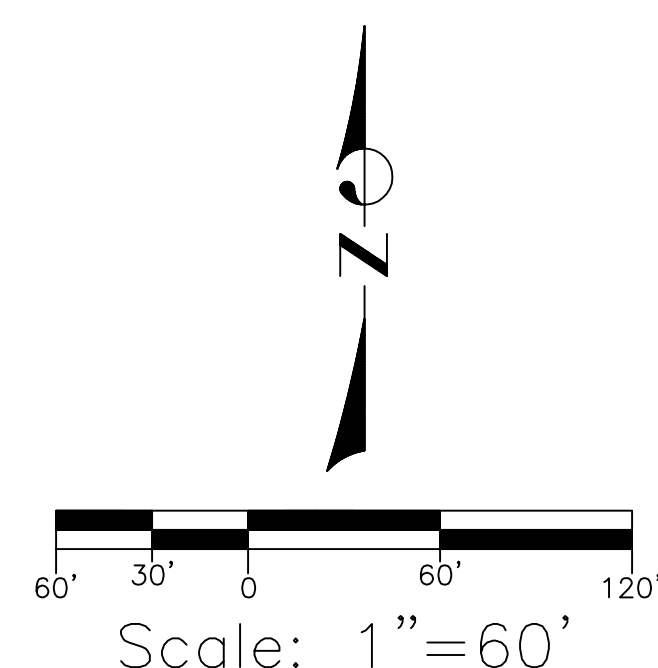
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LEGEND

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Sherbut-Carson & Associates, P.C.
#4 Meadow Heights Professional Park
Collinsville, Illinois 62234
Phone: 618-345-5454
Fax: 618-345-3017

REVISIONS	DATE	REMARKS

DATE	DRAWN	CHECK
NOV. 2015	K.M.C.	

DRAWING: SUBDIVISION PLAT
BETHEL FARMS

PROJECT NO. 2249
SHEET NUMBER :

AREA IN LOTS=37.28 ACRES
AREA IN OUTLOTS=3.49 ACRES
AREA IN R.O.W.=5.74 ACRES
AREA IN SUBDIVISION=46.51 ACRES



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: December 21, 2015

Subject: Bethel Farms, Phase 1, Final Plat – 1st Reading

List of committees that have reviewed: The Community Development Committee reviewed the final plat at its December 14, 2015 meeting and recommended approval with a vote of 6-ayes to 0-nays.

Background

The applicant, Rich Gorazd, Inc, is proposing Bethel Farms Final Plat, Phase I, consisting of 44 single-family homes on 46.5 acres. This is phase I of a larger, 101.17 acre development 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. However, the City and the developer are still working on the offsite utility improvements and trying to determine whether to size the improvements for the current development or for future growth in the area.

Legal Considerations, if any: None

Budget Impact: There will be an annexation fee paid to the City of \$2,250 per lot and a fee of \$865 per lot will be paid to the City by the developer as a fee in lieu of park land. The annexation agreement indicates, "the City's reimbursement to the developer for the extension of water and sewer lines to the subdivision shall not exceed \$150,000." However, the additional costs would need to be determined if the City were to upsize the improvements to accommodate future growth.

Staff Recommendation: Community Development and Public Work staff recommend the Phase I Final Plat for approval, subject to final review of the improvements plans and offsite improvements.

CITY OF O'FALLON
ORDINANCE NO. _____

**AN ORDINANCE AMENDING
ORDINANCE 623, ZONING
DISTRICTS OF THE CITY OF
O'FALLON, ILLINOIS
(DEVELOPMENT KNOWN AS "TIM
HORTON'S & RELIANCE BANK")
LOCATED AT 450 REGENCY PARK
ON PARCEL 03-36.0-204-017**

WHEREAS, the applicant, Eric Sigurdson of Show Me Hospitality, LLC, has filed an application requesting approval of a planned use rezoning to authorize construction of a 3,370 square foot, café and bank at 450 Regency Park, Parcel 03-36.0-204-017 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 December 8, 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 6 ayes to 0 nays as outlined in the adopted Planning Commission Report, attached hereto and declared to be an inseparable part hereof (Exhibit A); and

WHEREAS, on December 14, 2015 the Community Development Committee of the City Council reviewed the rezoning and recommended approval with a vote of 6 ayes to 0 nays.

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 "Tim Horton' and Reliance Bank", be henceforth classified as zoning district B-1(P) Planned Community Business District with the following conditions:

1. A variance to allow 7 of the 30 parking spaces required for the site to be offsite on the Regency Conference Center, subject to the existing cross access and parking easement and Section 158.141.
2. A variance to allow the parking lot perimeter to be constructed per the site plan.
3. A variance to the sign code to allow two wall signs for Tim Horton's on the east elevation.

4. If at any such point in time where the City at its discretion, through an independent consultant, believes the drive-thru traffic is causing a problem to the general public (i.e. queuing onto the access road) Tim Horton's will be required to construct the 2nd drive-thru lane within an agreed upon timeline.
5. A service agreement with the adjoining lot owners on how to manage the necessary improvements, maintenance and repair of the access drive must be in place prior to final occupancy and a signed copy provided to the City.
6. Provide additional stone base around the north and northwest side of the building.
7. Provide additional cross access easement for the improvements to the access drive.
8. A landscaping plan shall be submitted in accordance with the standards of Section 158.144.

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 _____ 2016.

ATTEST:

(seal)

Approved by the Mayor this _____ day
of _____ 2016.

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									



PROJECT REPORT

TO: Planning Commission
FROM: Justin Randall, Senior City Planner
Ted Shekell, Community Development Director
DATE: December 8, 2015
PROJECT: P2015-17: Tim Hortons & Reliance Bank – Planned Use

Location: 450 Regency Park
Ward: 1
Applicant: Eric Sigurdson of Show Me Hospitality, LLC
Owner: Sunrise Counties, LLC
Submitted: November 2, 2015

Introduction

The applicant, Eric Sigurdson of Show Me Hospitality, LLC has filed an application requesting a planned use for a parcel of land at 450 Regency Park, zoned B-1(P), Planned Community Business District for the construction of a 3,370 square foot Tim Horton's Café and Bake Shop and Reliance Bank. The majority (2,403 square feet) of the building will be occupied by Tim Hortons and 967 square feet will be utilized by Reliance Bank. There will be a drive-thru for the Tim Hortons and an ATM drive-thru for Reliance Bank.

Existing Conditions

Subject Property

The subject property for the proposed Tim Horton's Café and Bake Shop and Reliance Bank is an approximate 0.80 acre (34,752 square foot) parcel. The property is located on the north side of Regency Park, in front of the Regency Conference Center.

The property is currently vacant and is generally flat. A private access road for a number of properties, including the Regency Conference Center and Green Mount Professional Building (under construction) will be located on the eastern property line and will serve as the access to the subject property. The site will utilize a 4.64 acre stormwater retention facility on the St. Elizabeth site, behind the Hilton Garden Inn and Regency Conference Center. The subject property is located outside of any floodplain.

Surrounding Properties

The property surrounding the proposed Tim Horton's Café and Bake Shop and Reliance Bank is a mixture of non-residential uses, including commercial, office, and restaurants. The following is detailed information on the surrounding zoning and land uses.

Community Development Department

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

Surrounding Zoning:
North: B-1(P) & O-1(P)

East: B-1(P)

South: B-1(P)

West: B-1(P)

Surrounding Land Use:
North: Vacant land adjoining the Regency Conference Center and St. Elizabeth's Hospital site

East: Green Mount Professional Building (under construction)

South: Bella Milano, Global Brew, Egg and I, PNC Bank and Green Mount Corporate Center

West: Hilton Garden Inn & Regency Conference Center

Applicable Ordinances, Documents and Reports

O'Fallon Comprehensive Plan: The O'Fallon Comprehensive Plan Future Land Use Map depicts the subject property as *Regional Commercial*, which is consistent with the proposed project.

Code of Ordinances: The proposed Tim Horton's Café and Bake Shop and Reliance Bank is subject to Article 6 Planned Uses of Chapter 158: Zoning of the Code of Ordinance and requires a development plan. The property is also subject to the B-1, Community Business District requirements and the Commercial Design Handbook

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

Tim Horton's Café and Bake Shop and Reliance Bank is a combined 3,370 square foot, one-story building. The proposed building is a mixed use building with 2,403 square feet associated with Tim Horton's and 967 square feet utilized by Reliance Bank. A planned use rezoning is required because the project includes a drive-thru and because the property is already governed by an existing planned use rezoning.

Traffic Circulation/Parking

Existing Infrastructure: Regency Park will convey traffic to a private access drive which provides access to the site. Regency Park intersects Green Mount Road at a signalized intersection just south of the site. Regency Park then moves to the northwest to a signalized intersection with Highway 50, just east of Exit 14 off Interstate 64. Regency Park is a two-lane city street with a middle turn lane. The private access drive provides access to a number of parcels, including the subject property, the Green Mount Professional Building, a vacant parcel adjoining the Regency Conference Center and is the service entrance to the Regency Conference Center and Hilton Garden Inn. The private access drive is approximately 36 feet wide at Regency Park and tapers down to approximately 24 feet wide near the northern edge of the subject property.

Ingress and Egress: Access to the site will be by means of two points of access, both on the private access drive off Regency Park. The private access drive is located on an adjacent parcel, however is located within an access easement and is not a city street. The development plan proposes a right-in, right-out access approximately 55-60 feet north of Regency Park. The right-in, right-out access has a 2-foot concrete median in the private access drive to discourage left turns in and out of this particular access point. The second access point is a full access, approximately 160 feet north of Regency Park. The private access road begins to taper down at this point and is not

wide enough for a left turn lane into the Tim Horton's and Reliance Bank site. The development plan is proposing an access point to the Regency Conference Center parking lot, utilizing a blanket cross access easement for access and parking on a number of parcels adjoining the subject property.

City staff consulted Lee Cannon of CBB Traffic Engineers to analyze the proposed ingress and egress for the site and the lack of left turn into the site. Lee Cannon indicated "at this time, with the access drive only serving the Tim Horton's, back of house services of the conference center and hotel and the new office building, a left turn lane into the site is not necessary." However, Lee Cannon indicated that "if a second hotel were to be constructed or the access drive connects to the St. Elizabeth's hospital site the access drive would need to be widened to a three-lane road segment with a two-way-left-turn lane center lane."

The private land owners in the area are currently in discussions with each other about the reconstruction of the private access drive and the improvements necessary with the current developments and the potential of a second hotel adjoining the conference center and a connection to the St. Elizabeth's Hospital site. Additionally, all parties (including Tim Horton's and Reliance Bank) will be subject to a maintenance agreement for the repair, snow removal and other improvements to the private access drive.

Parking: The proposed building has two uses, a restaurant (Tim Horton's Café and Bake Shop) and a bank (Reliance Bank). Fast food restaurants have two parking ratios, and the code requires the ratio that requires the most parking spaces be applied. The first ratio is 9 parking spaces per 1,000 gross floor area (2,403 square feet = 22 spaces). The second ratio is based on number of seats and employees (38 seats + 10 employees = 26 spaces). Additionally, the code requires the bank component of the building to provide parking at a rate of 4 parking spaces per 1,000 gross floor area (967 square feet = 4 spaces). Overall, the site is required to provide 30 parking spaces. The site plan has provided 23 parking spaces on-site, with 7 spaces being utilized on the Regency Conference Center site, through the cross access easement for access and parking on a number of properties adjoining the subject property. Section 158.141 indicates that off-site parking is a required variance that must be approved by City Council, therefore, the applicant is requesting a variance.

Drive-Thru: Restaurants with drive-thru facilities require 8 stacking spaces for the drive-thru. The site plan has accommodation for the minimum of 8 stacking spaces for the drive-thru, with the ninth car beginning to stack past the curb of the drive-thru. During the review of the drive-thru for the site, Lee Cannon of CCB Traffic Engineers indicated the 95 percentile of the national average for stacking for a Tim Horton's site is 10 vehicles, which with the site plan as proposed will begin to spill into the entrance during peak times (however, not out onto the access drive). The applicant, Eric Sigurdson, has indicated that "the St. Louis market is experiencing less than 50% drive-thru traffic, compared to 60-70% in other markets." Eric Sigurdson indicated "they are now increasing the size of the building and eliminating a second drive-thru lane, but the site is planned in a manner to readily allow for a second drive-thru lane to be constructed if required to relieve any potential future stacking issues."

In addition to the drive-thru for Tim Horton's, Reliance Bank will have a drive-thru ATM. The ATM is located off the escape lane and has the ability to stack two cars without spilling into the escape lane. The City's regulations does not specify a stacking requirement for ATM, however previous approvals for ATMs in parking lots throughout the City have had stacking for three cars. In this particular instance, staff believes that two stacking spaces is adequate, with the potential to use the escape lane if a third car would queue to use the ATM.

On-site circulation: The site plan has an extra lane around the drive-thru that will act as the required escape lane around the drive-thru and provide access to an ATM for Reliance Bank. Overall once on-site, staff believes there is sufficient traffic circulation within the parking lot to maintain an efficient flow of traffic onto and throughout the site.

Parking space size: Code requires 10' x 19' parking spaces with 24' aisles (62' modules). The proposed development provides 10' x 19' parking spaces with 24' drive aisle, which complies with the regulations. The site also meets the requirements for accessible parking.

Parking lot lighting: The plan currently does not account for parking lot lighting, however the site will need to provide lighting that meets the lighting code requirements. The light poles are required to be located in landscape islands and the photometric plan will need to be submitted to indicate the site has adequate levels of lighting across the parking area. Additional details on the lighting standards will need to be provided to ensure lighting is directed toward the ground to reduce glare as required in Section 158.143.

Utilities and Drainage

Public Utilities

There are multiple water mains adjacent to the site including a 16" water main along the south side of Regency Park and an 8" water main on the east side of the private access drive. The proposed water service for the building will come off the 8" water line located along the west side of the access drive.

Sewer service will be provided by Caseyville Township Sewer District.

Drainage

Storm water will be accommodated by utilizing the existing retention (wet) basin at the southern end of the St. Elizabeth's site.

Building and Site Improvements

The proposed Tim Horton's Café and Bake Shop and Reliance Bank will have four-side visibility. The building elevations meet many of the recommendations of the Commercial Design Handbook, including use of varying building materials, incorporation of architectural components, awnings and varying roof lines. The exterior building materials include a mix of brick, stone, EIFS and glass. The mechanical units are located behind a screen wall on the roof. The dumpster is located at the north end of the parking lot area within a split face concrete block enclosure, consistent with the building design. Since the building and site will have 360 degree visibility, staff believes additional façade improvements to the north and west elevations would improve the quality of the building. Staff recommends the stone base located on most of the elevations be extended around the north and northwest side of the building.

Sidewalk

The plan proposes to leave the existing sidewalk on Regency Park. Because the access drive on the east property line is private, a sidewalk is not required along the access drive.

Landscaping and Buffer Requirements

Parking Lot Landscaping

A landscaping plan has been submitted for the site. The landscape plan includes planting meeting the City's requirements for landscaping the parking lot, street landscaping. The site plan shows multiple areas in which the 7-foot buffer around the perimeter of the parking lot is not met; along the private access drive, the northern property line and the western property line. The applicant has requested the reduction of the 7-foot buffers as a part of the site plan approval. The site currently has the necessary street trees along Regency Park, however since the private access drive is not a City street, there is not a requirement for street trees along the access drive.

Buffers

The property is surrounded by B-1(P) zoning, therefore there are no requirements for a structural buffer.

Signage

The planned use submittal includes a comprehensive sign package for the Tim Horton's Café and Bake Shop and Reliance Bank.

Freestanding Signs

According to Chapter 158, "Sign Regulations" of the Code of Ordinances, the applicant is permitted to install one freestanding sign totaling 90.5 square feet on the property, since this is a multi-tenant building. The sign package shows one freestanding sign at the corner of Regency Park and the private access drive. The monument sign is setback approximately 12 feet from the property line. The freestanding sign is proposed at 8 feet tall and 6.25 feet wide totaling 39 square feet of signage, including the 1.3 foot high stone base. The freestanding sign as proposed meets all the sign code requirements for the development.

Wall Signs

The wall signage as proposed meets most of the city's sign code requirements. Based on the size of the building and the number of tenants the sign code allows up to 10% of the wall area square footage for signage per elevation, with signage located on a maximum of 3 elevations. Each tenant is permitted to have a sign on each of the three elevations.

The proposed sign package breaks down the wall signage based on elevations, providing the approximate sign dimensions:

- South Elevation – 1,194.14 square feet (119.4 square feet of signage allowed)
 - Tim Horton's Sign: 32.58 square feet
 - Reliance Bank Sign: 30.30 square feet
 - Total of 62.88 square feet of signage on the south elevation
- East Elevation – 1,225.28 square feet (122.5 square feet of signage allowed)
 - Tim Horton's Sign: 32.58 square feet
 - Reliance Bank Sign: 39.86 square feet
 - Tim Horton's Sign: 32.58 square feet
 - Total of 105.02 square feet of signage on the south elevation
- West Elevation – 1,145.90 square feet (114.5 square feet of signage allowed)
 - Tim Horton's Sign: 27.51 square feet

The only elevation not meeting the city's sign regulation is the East Elevation, which the applicant is requesting a second sign for Tim Horton's. The applicant has requested a variance to allow the second sign for Tim Horton's.

Variations

Parking Counts: The development provides 23 parking spaces on site and proposes to utilize 7 parking spaces on the Regency Conference site, through an existing cross access agreement for access and parking. Section 158.141 requires a variance by the City Council to have required parking offsite and has to meet the following conditions:

1. The parking must be provided on a property with the same zoning classification as the property that the spaces serve, or a less restrictive zoning classification.
 - a. The Regency Conference Center is zoned B-1 (P), same as the subject property.
2. No required parking spaces may be located across any state or U.S highway from the use they are intended to serve.
 - a. The Regency Conference Center parking area and the 7 proposed off-site spaces are located adjacent to the subject property.
3. Off-property variance may be granted up to 200 feet away in the B-1 District.
 - a. The Regency Conference Center parking area and the 7 proposed off-site spaces are located adjacent to the subject property, less than 200 feet away.

The proposed offsite parking meets all the conditions and staff feels there is sufficient evidence to indicate the offsite parking will not negatively affect the development or surrounding properties.

Parking Lot Design: The landscape plan will have to meet the City's requirements, with the exception of the applicant's request to reduce the required 7-foot wide planting strip around the parking lot on the north, east and west. The petitioner has requested a variance to reduce the planting strip to ensure the appropriate drive aisles width, escape lane and potential widening of the private access drive could be facilitated. Staff would recommend smaller buffer strips along the private access drive and the parking lots adjacent to the development to ensure safe ingress/egress and onsite circulation throughout the site.

Signage: The sign code allows one wall sign for each establishment at a maximum of 10% of the wall area. The east building elevation is proposing two signs for Tim Horton's and one sign for Reliance Bank, all three signs stay under the 10% allowed signage, however Tim Horton's would only be allowed one sign on the east elevation. Overall, staff has reviewed the sign package and believes the sign package is not out of scale for the proposed development.

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 except for the variances identified above.
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, provides the necessary improvements to the control the increased traffic. Staff believes the site furthers the amenities of light, air, recreation and visual enjoyment.
3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.
The development includes a number of visual enhancements done to reduce the visibility of mechanical units and landscaping will be provided to help in reducing the size of the building.
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 design of the buildings meets the intent of 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.
Yes, a community need exists for the proposed use.
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 proposed 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 will be required to meet the area-bulk requirements set forth in the B-1 Community Business District.

Staff Recommendation

Staff recommends approval of the project with the following conditions:

1. A variance to allow 7 of the 30 parking spaces required for the site to be offsite on the Regency Conference Center, subject to the existing cross access and parking easement and Section 158.141.
2. A variance to allow the parking lot perimeter to be constructed per the site plan.
3. A variance to the sign code to allow two wall signs for Tim Horton's on the east elevation.
4. If at any such point in time where the City at its discretion, through an independent consultant, believes the drive-thru traffic is causing a problem to the general public (i.e. queuing onto the access road) Tim Horton's will be required to construct the 2nd drive-thru lane within an agreed upon timeline.
5. A service agreement with the adjoining lot owners on how to manage the necessary improvements, maintenance and repair of the access drive must be in place prior to final occupancy and a signed copy provided to the City.
6. Provide additional stone base around the north and northwest side of the building.
7. Provide additional cross access easement for the improvements to the access drive.
8. A landscaping plan shall be submitted in accordance with the standards of Section 158.144.

Attachments

- Attachment 1 – Project Application
- Attachment 2 – Zoning Map
- Attachment 3 – Surrounding Land Use Map
- Attachment 4 – Site Plan
- Attachment 5 – Building Elevations
- Attachment 6 – Sign Package



Planned Use / Re-Zoning Application

NAME OF PROJECT: Tim Hortons Cafe & Bake Shop

ADDRESS/GENERAL LOCATION: 450 Regency Park O'Fallon, IL 62269

SUBDIVISION NAME & LOT NUMBER(S): Shoppes at Green Mount 03-36.0-204-017

PARCEL NUMBER(S): 03360204017

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) Community Business District PROPOSED NUMBER OF BUILDINGS: 1

PROPOSED ZONING: B-1(P) Community Business District PROPOSED GROSS FLOOR AREA: 3,370 GFA

PROPOSED # OF LOTS: 1 AREA IN ACRES: 0.80 Acre (34,752 SF)

PROPOSED # OF DWELLING UNITS: 1 PRESENT USE: Open Lot

APPLICANT INFORMATION:

NAME: Eric Sigurdson

COMPANY: Show Me Hospitality, LLC

ADDRESS: 1254 Hanley Industrial Court
St. Louis, MO 63144

PHONE: 314-989-1000

FAX: _____

EMAIL: esigurdson@timhortonsstl.com

Eric Sigurdson BD

SIGNATURE OF APPLICANT

DESIGN PROFESSIONAL INFORMATION:

NAME: Bob Dunn

COMPANY: Fox Architects

ADDRESS: 1 Memorial Drive, Suite 1800
St. Louis, MO 63102

PHONE: 314-621-4343 x115

FAX: 314-621-0261

EMAIL: bdunn@fox-arch.com

SIGNATURE OF DESIGN PROFESSIONAL

STAFF USE ONLY	
DATE RECEIVED: _____	PROJECT ID #: _____
APPLICATION RECEIVED BY: _____	STAFF ASSIGNED: _____
APPLICATION FEE: _____	PLAN REVIEW FEE DEPOSIT REC'D: _____

November 02, 2015

Mr. Justin L. Randall, AICP
Senior City Planner
Community Development Department
255 South Lincoln
O'Fallon, IL 62269
USA

Re: Tim Hortons P&Z Submittal on behalf of Show Me Hospitality, LLC (SMH)

Dear Justin,

Fox Architects (FOX) is pleased to submit the attached P&Z Submittal for the above referenced project.

The project is a mixed use for Tim Hortons Café and Bake Shop with Reliance Bank (Bakery and Bank). The Bakery is 2,403 GFA and the Bank is 967 GFA for a total of 3,370 GFA with a maximum building height of 19'-0" above grade. The building will be constructed for all A2 use Bakery and the construction type is all 5B unprotected. The Bank being a lesser B use does not figure into the allowable buildable area and egress calculations; A2 use as noted. But the parking calculations and occupancy calculations for plumbing fixture counts do take into account the lesser Bank requirements for B use.

The building is all designed to meet Tim Hortons (TH) branding and design intent for the Bakery and only the Bank signage is added to the building design itself. The TH standards are being changed from cementitious concrete siding to an EIFS to work with the surrounding O'Fallon design standards for the French Roast (dark brown) as noted in the attached submittal.

All P&Z requirements are planned to meet the City of O'Fallon (City) and state of Illinois building codes except for: set back to side street were we are matching existing curbs in place but plan to accommodate a future street widening with a parking layout. Building signage is larger than City ordinances per building elevation SF but needs to be as illustrated to meet TH standards and Bank in the same smaller building.

SNH does have a traffic study under way and plan to submit the finding this week. Our preliminary finding shows that the Bakery and Bank should not impact the Regency Conference Center but we illustrate a back-up plan at SMH expensive that will not impact the Conference Center traffic.

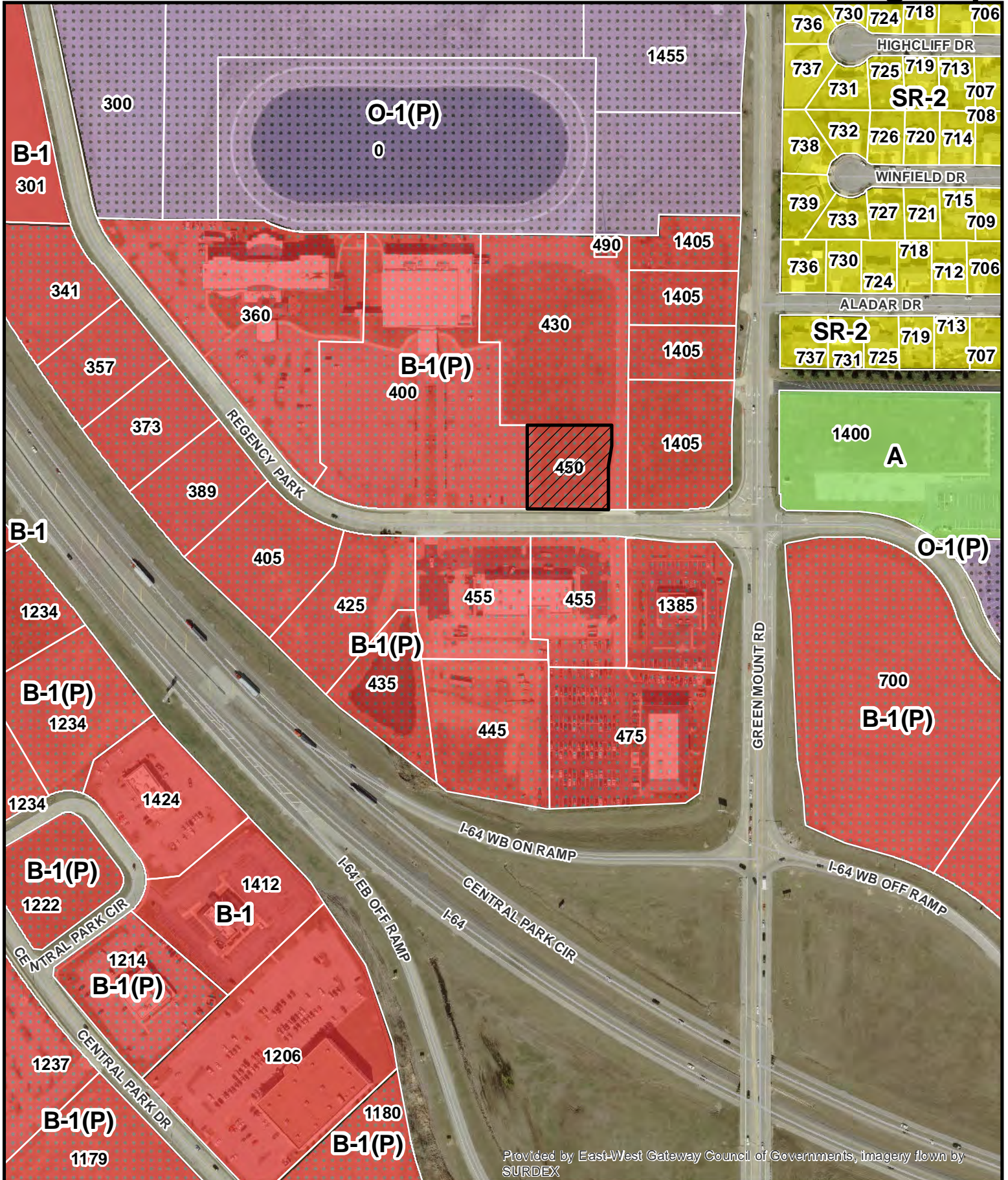
Sincerely,
Fox Architects



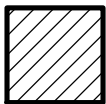
Bob Dunn
Principal

Enclosure

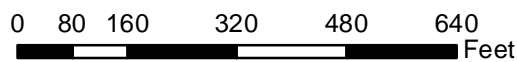
P2015-17: Tim Horton's & Reliance Bank - Zoning Map



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



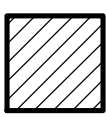
Subject Property



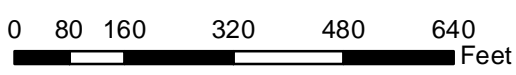
P2015-17: Tim Horton's & Reliance Bank - Land Use Map



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



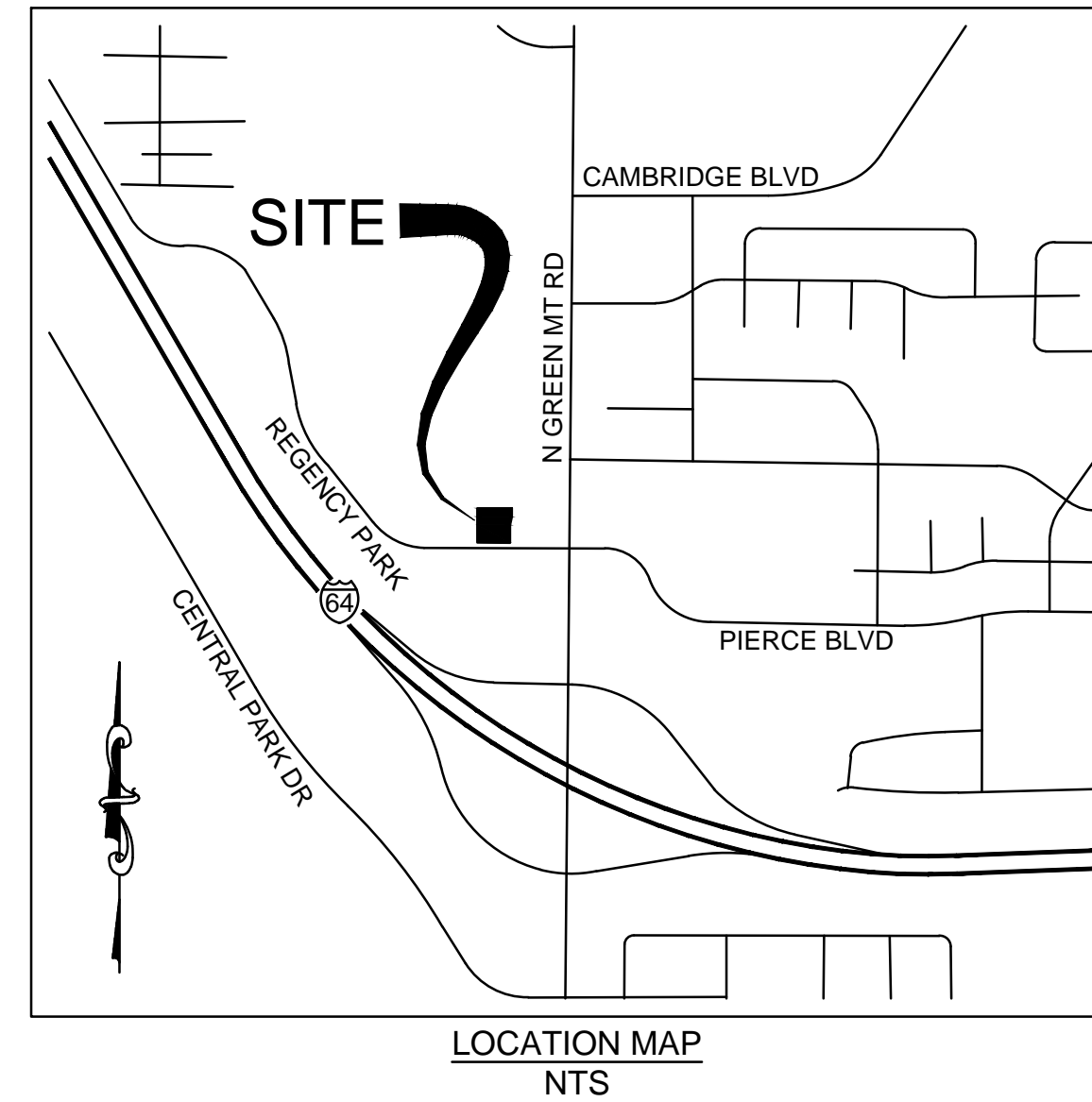
Subject Property



PRELIMINARY SITE PLAN FOR TIM HORTON'S CAFE & BAKE SHOP AND RELIANCE BANK

450 REGENCY PARK

A TRACT OF LAND BEING ALL OF LOT 12D OF THE SHOPPES AT GREEN MOUNT,
REFERENCED BEING HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104
PAGE 61 IN THE ST. CLAIR COUNTY, ILLINOIS LAND RECORDS
BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH,
RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN,
ST. CLAIR COUNTY, ILLINOIS



DISTURBED AREA = 0.84 ACRES

BENCHMARK:
U.S.G.S. DATUM, ST. CLAIR COUNTY HIGHWAY DEPARTMENT BRASS TABLET
PID - JB1367 ELEV.=549.28

SITE BENCHMARK:
"U" ON SOUTHERN EDGE OF EXISTING CONCRETE CURBED ISLAND LOCATED AT
NORTHWEST CORNER OF SITE. ELEV = 540.20'

ELECTRONIC DRAWING NOTE:

ELECTRONIC MEDIA OR DIGITAL DRAWINGS ARE INSTRUMENT OF PROFESSIONAL SERVICES. OWNERSHIP OF SUCH WILL BE RETAINED BY THE CIVIL ENGINEER AND MAY NOT BE RELEASED TO CONTRACTORS. CONTRACTORS ARE ADVISED TO CREATE BIDS BASED ON THE USE OF PAPER COPIES OF THE PLANS.

SHEET INDEX

Sheet Number	Sheet Title
C-1	COVER SHEET
C-2	SITE PLAN
C-3	UTILITY AND GRADING PLAN
L-1	LANDSCAPE PLAN

SUMMARY TABLE:

- SITE AREA = 0.80 AC. (34,802 SF)
- MAXIMUM GROSS FLOOR AREA = 2:1 RATIO
- PROPOSED GROSS FLOOR AREA = 3,370 SF + 34,802 SF = 9.68%
- PERCENTAGE (%) OF BUILDING COVERAGE = 10%
- EXISTING ZONING - B-1 (P) COMMUNITY BUSINESS DISTRICT
- PROPOSED ZONING - B-1 (P) COMMUNITY BUSINESS DISTRICT
- REQUIRED BAKERY PARKING - (9 SPACES PER 1,000 SF) = 2,403 SF + 1,000 = 22 SPACES
REQUIRED BANK PARKING - (4 SPACES PER 1,000 SF) = 967 SF + 1,000 = 4 SPACES
TOTAL PARKING REQUIRED - 26 SPACES
- PROVIDED PARKING - 10'X19' 21 SPACES
ADA 2 SPACES
TOTAL 23 SPACES
- PROPOSED BUILDING HEIGHT - 19'-0"

SITE COVERAGE CALCULATIONS

Site Area = 0.80 Acres
Existing Impervious Area Parking Lot and Building
0.00 Acres of Pavement
0.00 Acres of Building
Existing Pervious Area
0.80 Acres

Existing percent of Impervious Area Coverage = 0%
Existing Pavement Areas = 0.00 Acres @ 3.54 = 0.00 cfs
Existing Grass Areas = 0.80 Acres @ 1.70 = 1.36 cfs
Total = 1.36 cfs

Proposed Impervious Area Parking Lot and Building
0.55 Acres of Pavement
0.08 Acres of Building
Proposed Green Space
0.17 Acres of Green Space

Proposed Percent of Impervious Area Coverage = 79%
Proposed Impervious Areas
Pavement Areas = 0.55 Acres @ 3.54 = 1.95 cfs
Buildings Areas = 0.08 Acres @ 3.54 = 0.28 cfs
Proposed Pervious Areas
Proposed Grass = 0.17 Acres @ 1.70 = 0.29 cfs
Total Run-off = 2.52 cfs

Differential Run-off: 2.52 cfs (Proposed) - 1.36 cfs (Existing) = 1.16 cfs

CITY COUNCIL APPROVAL:

The Preliminary Site Plan for the Tim Hortons/Regency Bank was approved by the City Council of the City of O'Fallon, Illinois on the ____ day of _____, 20__.

Mayor _____ Date _____

Attest:

City Clerk _____ Date _____

Project Directory

OWNER / DEVELOPER

Show Me Hospitality, LLC
1254 Hanley Industrial Court
St. Louis, MO 63144
314-989-1000
Contact: Eric Sigurson

ARCHITECT

Fox Architects
1 Memorial Drive, Suite 1800
St. Louis, MO 63102
314-621-4343 x-115
Contact: Bob Dunn

CIVIL ENGINEER

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308 TCW Court
Lake Saint Louis, MO 63367
314-925-7453
Contact: Debbie Stosz

SURVEYOR

Premier Civil Engineering, LLC
308 TCW Court
Lake Saint Louis, MO 63367
314-925-7456
Contact: David Maxwell

MUNICIPALITY

City of O'Fallon
255 South Lincoln
O'Fallon, IL 62269
618-624-4500
Contact: Justin Randalls

UTILITY CONTACTS

City of O'Fallon Water
255 South Lincoln
O'Fallon, IL 62269
618-624-4500 x-3
Contact: T.B.D.

Electric

Ameren Illinois Electric
PO Box 88034
O'Fallon, IL 60680
1-888-659-4540
Contact: T.B.D.

Gas

Ameren Illinois Gas
PO Box 88034
O'Fallon, IL 60680
1-888-659-4540
Contact: T.B.D.

Telephone

AT&T Business Communication Services
1-800-660-3000
Contact: T.B.D.

Fire Department

O'Fallon Fire Department
1215 Taylor Road
O'Fallon, IL 62269
618-624-4515
Contact: Chief Brent Saunders

Sanitary Sewer

Caseyville Township
10001 Bunkum Road
Fairview Heights, IL 62208
618-398-6248
Contact: Jeff Bevirt

EXISTING LEGEND	
○	FOUND IRON PIPE
⊙	SET IRON PIPE (2012007849)
□	FOUND STONE MONUMENT
⊕	FIRE HYDRANT
⊕	WATER VALVE
⊕	WATER METER VAULT
⊕	IRRIGATION CONTROL VALVE
⊕	GAS VALVE
⊕	GAS METER
⊕	LIGHT STANDARD
⊕	CLEAN OUT
⊕	SANITARY SEWER MANHOLE
⊕	STORM SEWER MANHOLE
⊕	STORM SEWER GRATE INLET
○	PIPE BOLLARD
∟	SIGN
○	BUSH
○	TREE
□	TRAFFIC SIGNAL BOX
⊕	MONITORING WELL
⊕	TEST HOLE
⊕	TELEPHONE LINE MARKER
⊕	ELECTRIC METER
⊕	STORM CURB INLET
⊕	STORM DOUBLE CURB INLET
⊕	AIR CONDITIONER
⊕	DOWN SPOUT
B.O.C. BACK OF CURB	
—E _x —	EX. ELECTRIC (O/H/D)
—E _x —	EX. ELECTRIC (UGRD)
—G _x —	EX. GAS
—W _x —	EX. WATER
—C _x —	EX. COMMUNICATION

PROPOSED LEGEND	
○	UTILITY POLE
⊕	FIRE HYDRANT
⊕	VALVE
⊕	WATER METER VAULT
⊕	GAS METER
⊕	LIGHT STANDARD
⊕	CLEAN OUT
⊕	MONITORING WELL
⊕	SANITARY SEWER MANHOLE
⊕	STORM SEWER MANHOLE
⊕	GRATE INLET
⊕	DOUBLE CURB INLET
○	PIPE BOLLARD
∟	SIGN
□	ELECTRIC METER
—UgE—	UNDERGROUND ELECTRIC
—UgT—	UNDERGROUND TELEPHONE
—1.5"W—	1.5" WATER MAIN
—6"W—	6" WATER MAIN
—8"W—	8" WATER MAIN
—G—	GAS LINE
—507—	CONTOUR LINE
D.S.	DOWN SPOUT
A.T.G.	ADJUST TO GRADE
TYP.	TYPICAL

I:\Vault\p\civil\CIVIL_3D_PROJECTS\2015\156801 - TIM HORTONS - O'Fallon, IL\COMMERCIAL\SITE PLAN\COVER SHEET.dwg



NOTE:
Underground utilities and structures have been plotted from available information and therefore, their location must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies before actual construction.

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CIVIL ENGINEERS
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Lake Saint Louis, MO 63367
314.925.7444



Project: **Tim Hortons Cafe & Bake Shop and Reliance Bank**
450 Regency Park
O'Fallon, IL 62269
Sheet No. **COVER SHEET**

Revisions

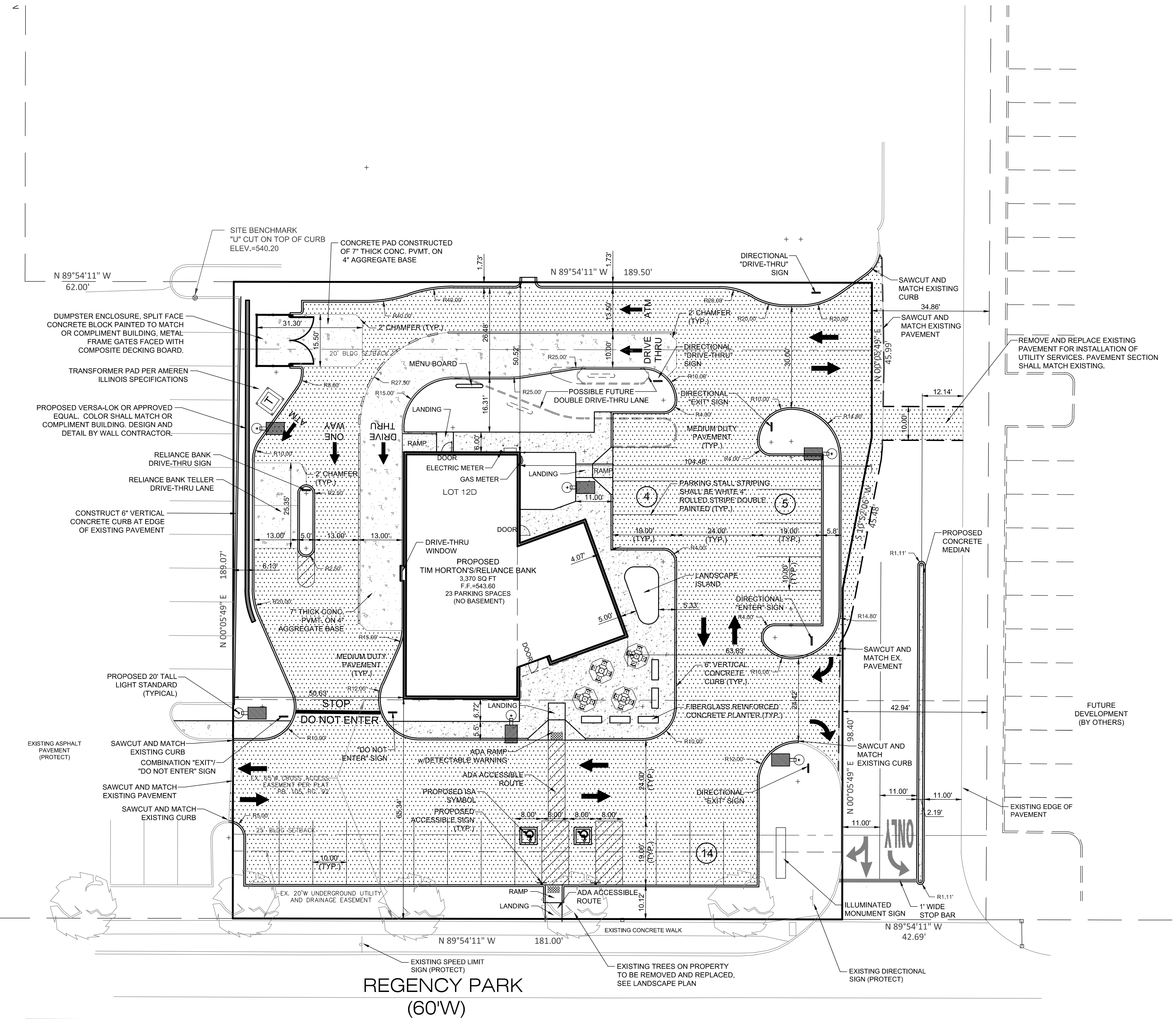
Date **12/04/15**
Sheet No.

C-1

Project No. **1439.02**
Drawn By **DLS**
Checked By **MTF**



NOTE:
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SITE PLAN NOTES:

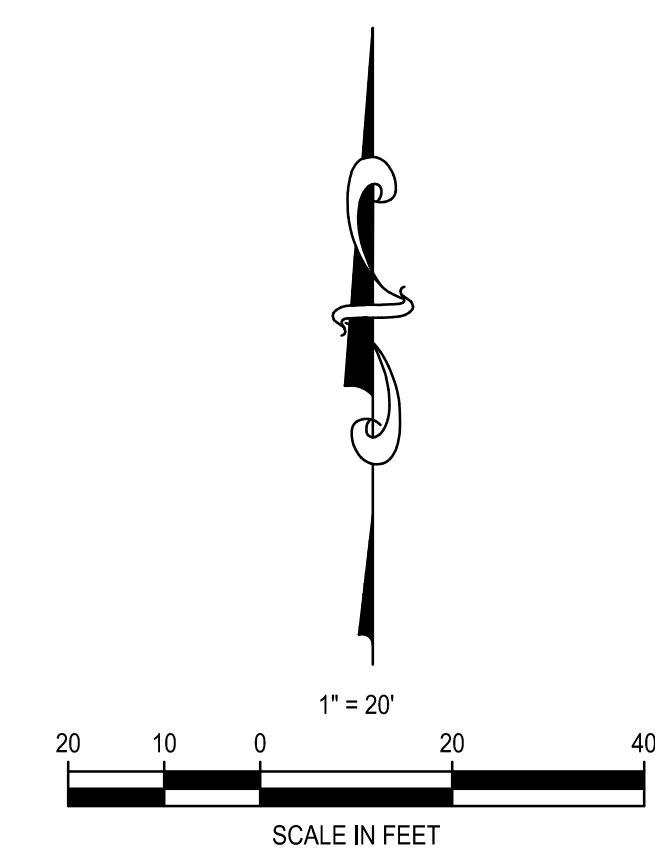
- PRESENT ZONING: B-1 (P) COMMUNITY BUSINESS DISTRICT
- SITE AREA = 0.80 ACRES
- PROPOSED USE - TIM HORTONS CAFE & BAKE SHOP AND RELANCE BANK
- PROPOSED BUILDING HEIGHT - 19'-0"
- PROPOSED LIGHT POLE HEIGHT AT FINISHED GRADE - 20 FEET
- FRONT YARD - MINIMUM REQUIRED SETBACK, BUILDING: TWENTY-FIVE (25) FEET
- SIDE YARD - MINIMUM REQUIRED SETBACK, BUILDING: NONE (0) FEET
- REAR YARD - MINIMUM REQUIRED SETBACK, BUILDING: TWENTY (20) FEET
- PARKING - MINIMUM REQUIRED SETBACK: NONE
- REQUIRED BAKERY PARKING - (9 SPACES PER 1,000 SF) = 2,403 SF + 1,000 = 22 SPACES
REQUIRED BANK PARKING - (4 SPACES PER 1,000 SF) = 967 SF + 1,000 = 4 SPACES
TOTAL PARKING REQUIRED - 26 SPACES
- PROVIDED PARKING - 10'X19' 21 SPACES
ADA 2 SPACES
TOTAL 23 SPACES
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES NOT LIE WITHIN ANY SPECIAL FLOOD ZONE AREAS ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 17163C0210 D, PANEL 210 OF 555, ST. CLAIR COUNTY, ILLINOIS AND INCORPORATED AREAS DATED NOVEMBER 5, 2003 - THE PROPERTY IS IN ZONE X (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- BUILDING HEIGHT, SITE LIGHTING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE CITY OF OFALLON REQUIREMENTS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND DETAILS.
- DRIVE ENTRANCES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OFALLON SPECIFICATIONS.
- NO ON-SITE ILLUMINATION SOURCE SHALL BE SO SITUATED THAT LIGHT IS CAST DIRECTLY ON ADJOINING PROPERTIES OR PUBLIC ROADWAYS. ILLUMINATION LEVELS SHALL COMPLY WITH THE LIGHTING SECTION OF THE CITY OF OFALLON.
- SIDEWALKS ALONG ACCESSIBLE ROUTE SHALL NOT HAVE A SLOPE EXCEEDING 1:20. SLOPES GREATER THAN 1:20 MUST BE DESIGNED AS A RAMP.
- SIDEWALKS, CURB RAMPS, RAMPS AND ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT APPROVED "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAC), ALONG WITH THE REQUIRED GRADES, CONSTRUCTION MATERIALS, SPECIFICATIONS AND SIGNAGE. IF ANY CONFLICT OCCURS BETWEEN THE ADAAC GUIDELINES AND THE INFORMATION ON THE PLANS, THE ADAAC GUIDELINES SHALL TAKE PRECEDENCE AND THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION.
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO MEET THE CITY OF OFALLON SPECIFICATIONS.
- SEEDING, SODDING, MULCHING, AND PLANTINGS FOR ALL DISTURBED AREAS SHALL BE SPECIFIED ON THE LANDSCAPE PLAN.
- ANY LAND DISTURBANCE ACTIVITY INVOLVING MORE THAN ONE (1) ACRE OR MORE OF LAND IS A MAJOR LAND DISTURBANCE AND THE APPROPRIATE PERMITS MUST BE OBTAINED FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
- ALL HVAC AND MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OF THE RIGHT-OF-WAY AND ADJACENT PARCELS.

PROPERTY DATA

OWNER	SHOW ME HOSPITALITY, LLC
ADDRESS	450 REGENCY PARK O'FALLON, IL 62269
PARCEL ID	0336204017
TOTAL AREA	0.80 ACRES
FIRE DISTRICT	O'FALLON FIRE DISTRICT
ELECTRIC COMPANY	AMEREN ILLINOIS ELECTRIC
GAS COMPANY	AMEREN ILLINOIS GAS
SEWER DISTRICT	CASEVILLE TOWNSHIP
WATER COMPANY	CITY OF OFALLON
TELEPHONE COMPANY	AT&T
CABLE TV COMPANY	CHARTER CABLE
FEMA MAP	17163C0210D - NOVEMBER 5, 2003

PAVEMENT NOTES

- ASPHALT PAVEMENT THICKNESS SHALL BE AS FOLLOWS:
1.5" TYPE "C" SURFACE COURSE
3.5" TYPE "X" BINDER COURSE
6" BASE ROCK
OR ALTERNATE CONCRETE PAVEMENT
- CONCRETE PAVEMENT THICKNESS SHALL BE AS FOLLOWS:
6" PORTLAND CEMENT CONCRETE
4" BASE ROCK
- CONCRETE DUMPSTER PAD AND LOADING AREA PAVEMENT THICKNESS SHALL BE AS FOLLOWS: (UNLESS NOTED OTHERWISE ON PLAN)
7" PORTLAND CEMENT CONCRETE
4" COMPACTED GRANULAR BASE
- THE CONTRACTOR SHALL SUBMIT A PLAN SHOWING THE PROPOSED JOINTING PATTERN TO THE ENGINEER FOR REVIEW PRIOR TO CONCRETE PAVEMENT CONSTRUCTION
- THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT WHEN REPORT HAS BEEN COMPLETED BY GEOTECHNICAL ENGINEER.



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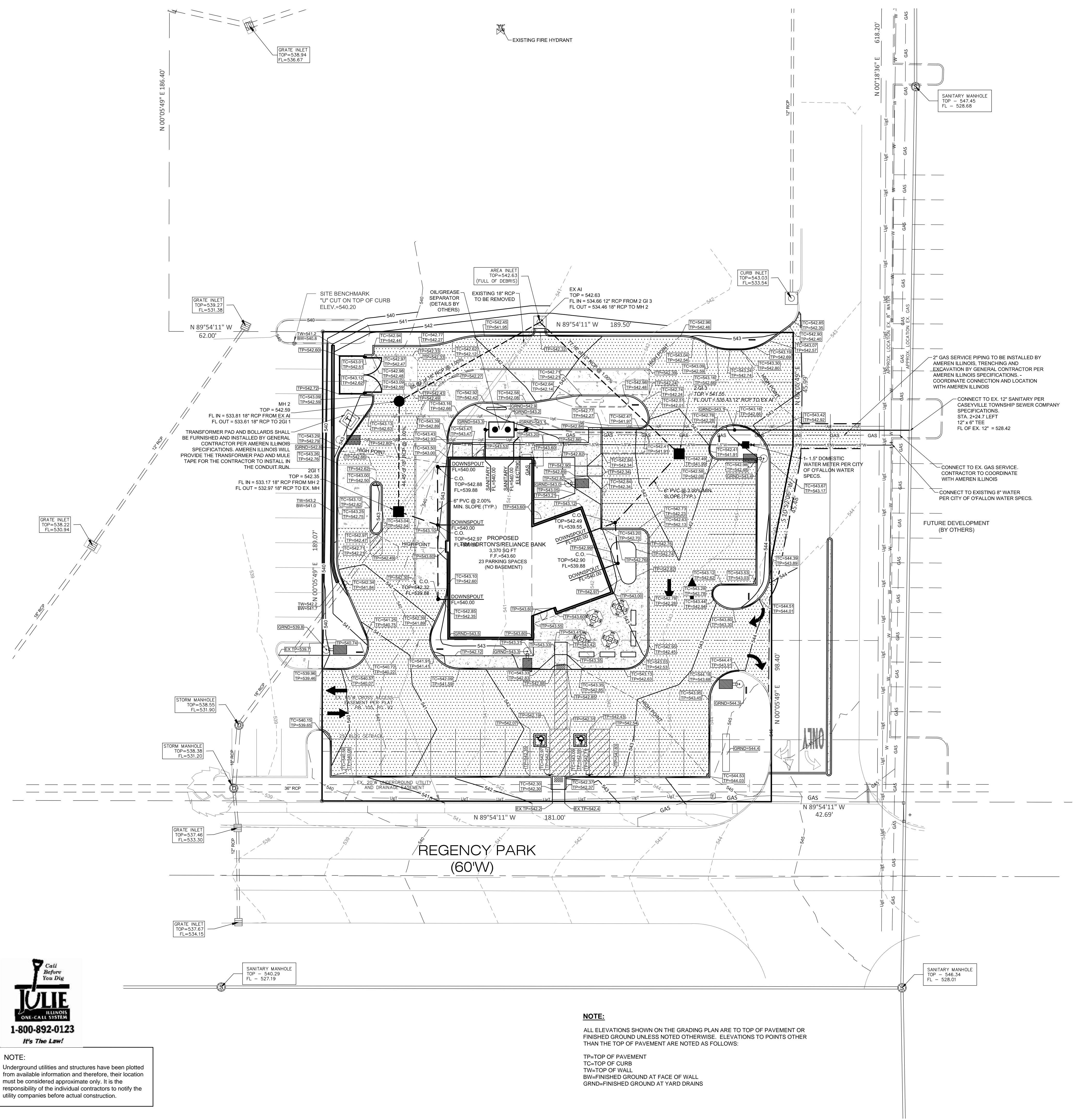
Project: **Tim Hortons Cafe & Bake Shop and Relance Bank**
450 Regency Park
O'Fallon, IL 62269
Sheet No. **SITE PLAN**

Date: **12/04/15**
Sheet No.

Project No. **1439.02**
Drawn By: **DLS**
Checked By: **MTF**

C-2

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GRADING NOTES:

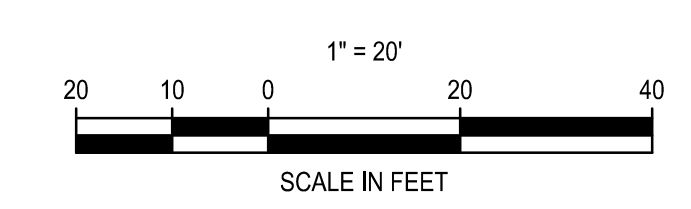
1. THE CONTRACTOR SHALL RESTORE OFFSITE CONSTRUCTION AREAS TO AN EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ALL GRADES SHALL BE WITHIN 0.1 FEET MORE OR LESS OF THOSE SHOWN ON THE GRADING PLAN.
3. NO SLOPE SHALL BE GREATER THAN 3:1 AND SHALL BE EITHER SOODED OR SEEDED AND MULCHED UNLESS OTHERWISE NOTED OR DETAIL.
4. THE CONTRACTOR SHALL FIELD INVESTIGATE THE ENTIRE SITE PRIOR TO HIS BID SUBMITTAL NOTING THE EXISTING VEGETATION AND TREES AND INCLUDING THE REMOVAL AND DISPOSAL OF SAME IN HIS BID.
5. NO AREA SHALL BE CLEARED WITHOUT PERMISSION OF THE OWNER.
6. SILTATION CONTROL WILL BE PROVIDED AS REQUIRED TO PREVENT RUN-OFF. SEE SILTATION CONTROL PLAN AND DETAILS.
7. ALL TRASH, DEBRIS, ORGANIC MATERIAL, REFUSE, FROZEN EARTH, ETC., SHALL BE REMOVED FROM FILL AREAS PRIOR TO THE PLACEMENT OF CONTROLLED FILL. ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL, AND DEBRIS.
8. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL PER THE EROSION AND SEDIMENT CONTROL PLAN AND MAY BE REQUIRED TO PROVIDE ADDITIONAL MEASURES AS REQUESTED BY THE CITY OF OFALLON. SHOULD EROSION CONTROL PLAN PROVE TO BE INSUFFICIENT.
9. CARE SHALL BE EXERCISED IN COMPACTION OF BACKFILL MATERIALS ABOVE THE TOP OF STRUCTURES OR PIPES IN ORDER TO PREVENT DAMAGE TO THE WATERPROOFING MEMBRANES, JOINTS, SEALS AND/OR THE PIPES AND STRUCTURES THEMSELVES. COMPACTION AND PLACING OF BACKFILL AND FILL MATERIALS SHALL BE PERFORMED UNDER THE CONTINUOUS SUPERVISION OF AN APPROVED TESTING LABORATORY. FILL SHALL NOT BE PLACED ON FROZEN GROUND, NOR SHALL FILLING OPERATIONS CONTINUE WHEN THE TEMPERATURE IS SUCH AS TO PERMIT THE LAYER UNDER PLACEMENT TO FREEZE.
10. ALL CITY, COUNTY, AND STATE ROADS SHALL BE KEPT FREE OF DIRT DAILY.
11. FINAL GRADES AT THE PROJECT BOUNDARY SHALL MATCH EXISTING ELEVATIONS UNLESS OTHERWISE SHOWN.
12. THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORM WATER SYSTEMS IN ACCORDANCE WITH THE CITY OF OFALLON AND IEPA STANDARDS.
13. ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH THE CITY OF OFALLON AND IEPA STANDARDS.
14. INTERIM STORM WATER DRAINAGE CONTROL IN THE FORM OF SILTATION CONTROL MEASURES ARE REQUIRED.
15. ANY LAND DISTURBANCE ACTIVITY INVOLVING ONE (1) ACRE OR MORE OF LAND IS A MAJOR LAND DISTURBANCE (MLD) AND A LAND DISTURBANCE PERMIT FOR THE MLD MUST BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS. ANY LAND DISTURBANCE ACTIVITY INVOLVING LESS THAN (1) ONE ACRE IS AN ORDINARY LAND DISTURBANCE AND THE APPROPRIATE PERMIT(S) MUST BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS.
16. G.C. TO BE AWARE THAT A LAND DISTURBANCE PERMIT WILL BE REQUIRED. SITE PLAN/APPRAVAL IS NOT TO BE CONSTRUED AS APPROVAL OF A LAND DISTURBANCE PERMIT.
17. ALL UTILITY SPOLS SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S BID. GENERAL CONTRACTOR SHALL COORDINATE WITH THE EXCAVATOR AND UTILITY INSTALLER.

UTILITY NOTES:

1. ALL FILL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
3. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3'-6" COVER ON ALL WATERLINES AND 3'-6" ON ALL SANITARY SEWER LINES.
4. CONTRACTOR SHALL COORDINATE WITH BUILDING ARCHITECT AND TELEPHONE COMPANY FOR EXACT LOCATIONS OF TELEPHONE ENTRY TO THE BUILDING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONDUITS, PULL WIRES, TRENCHING, BACKFILL, ETC. REQUIRED BY TELEPHONE CO.
5. EXISTING UTILITIES SHALL BE FIELD VERIFIED PRIOR TO INSTALLATION OF ANY NEW LINES.
6. REFER TO INTERIOR MECHANICAL, ELECTRIC AND PLUMBING DRAWINGS FOR TIE-IN LOCATIONS FOR UTILITIES.
7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
8. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.
9. CONTRACTOR SHALL COORDINATE WITH BUILDING ARCHITECT AND AMEREN ILLINOIS FOR EXACT LOCATION OF GAS ENTRY. G.C. TO INCLUDE IN BID FOR CONTRACTOR. ANY GAS PIPING, CONDUITS, TRENCHING, BACKFILLING, ETC. REQUIRED BY AMEREN ILLINOIS.
10. CONTRACTOR SHALL COORDINATE WITH BUILDING ARCHITECT AND AMEREN ILLINOIS FOR EXACT LOCATION OF ELECTRIC ENTRY. G.C. SHALL INCLUDE FOR ANY CONDUITS, TRENCHING, BACKFILLING, CABLES, ETC. REQUIRED BY AMEREN ILLINOIS IN HISHER BID.
11. SEE MEP PLANS FOR GAS SERVICE SIZING.
12. ALL UTILITY SEWER TRENCH BACKFILL SHALL HAVE GRANULAR BACKFILL AND BE MECHANICALLY COMPACTED.
13. THE CONTRACTOR SHALL VERIFY THE LOCATION, CONDITION AND ELEVATION OF ALL PROPOSED SEWER CONNECTION POINTS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES THAT WOULD INTERFERE WITH THE PROPOSED SEWER DESIGN SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
14. THE EXISTING INLETS NOTED ARE TO BE INSPECTED BY THE CITY OF OFALLON AND A DETERMINATION MADE IF REPLACEMENT IS NEEDED. EXISTING TOP OF STRUCTURES AND ALL FLOWLINES OF STRUCTURES ARE TO BE REPLICATED PER PLANS IF REPLACEMENT IS REQUIRED. CONTRACTOR TO INCLUDE REMOVAL AND REPLACEMENT OF STRUCTURES IN BID.
15. ALL PERMIT FEES AND COSTS ASSOCIATED WITH BRINGING UTILITY, SEWER AND WATER SERVICES TO THE BUILDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL FEES AND COSTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
16. G.C. IS TO PROVIDE TRENCH, WIRE, AND CONDUIT FOR TELEPHONE AND ELECTRICAL SERVICES. BACKFILL AND GRADE SMOOTH FOR A COMPLETE TELEPHONE AND ELECTRIC INSTALLATION.
17. G.C. TO PROVIDE OPENING FOR ILLINOIS AMERICAN WATER COMPANY TO MAKE TAP. G.C. IS ALSO TO PROVIDE TRENCH, BACKFILL, AND GRADE SMOOTH FOR A COMPLETE WATER LINE INSTALLATION.
18. ALL LANDSCAPE ISLANDS AND GREEN SPACE INCLUDING THE RIGHT-OF-WAY, SHALL BE IRRIGATED. SEE LANDSCAPE PLAN FOR AREAS TO BE IRRIGATED.
19. THE CONTRACTOR SHALL INCLUDE FOR TELEPHONE INSTALLATION COSTS BY THE LOCAL PHONE COMPANY IN HISHER BID.
20. THE CONTRACTOR SHALL INCLUDE THE COST ESTIMATE PROVIDED BY AMEREN ILLINOIS IN HISHER BID FOR THE RELOCATION OF ANY OVERHEAD ELECTRIC OR GUY WIRES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE CITY OF OFALLON PUBLIC WORKS DEPARTMENT FOR THE PROPOSED STORM AND SANITARY INFRASTRUCTURE FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
22. ANY DISTURBED SIDEWALK SHALL BE FULL SLAB REPLACEMENT.
23. EXISTING SANITARY SERVICE SHALL NOT BE INTERRUPTED.
24. IRRIGATION PLAN WILL BE BY OTHERS. ALL REQUIRED CONDUIT UNDERNEATH THE PAVEMENT SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND INSTALLED PRIOR TO CURB AND PAVEMENT INSTALLATION.
25. ALL CONNECTIONS TO PUBLIC WATER SHALL BE AS REQUIRED BY THE CITY OF OFALLON WATER.
26. CONNECTION TO PUBLIC SEWER MAINS SHALL BE AS REQUIRED BY CASEVILLE TOWNSHIP SANITARY. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE PROVIDER PRIOR TO CONNECTION TO PUBLIC SEWERS.

NOTE:
ALL ELEVATIONS SHOWN ON THE GRADING PLAN ARE TO TOP OF PAVEMENT OR FINISHED GROUND UNLESS NOTED OTHERWISE. ELEVATIONS TO POINTS OTHER THAN THE TOP OF PAVEMENT ARE NOTED AS FOLLOWS:

TP=TOP OF PAVEMENT
TC=TOP OF CURB
TW=TOP OF WALL
BW=FINISHED GROUND AT FACE OF WALL
GRND=FINISHED GROUND AT YARD DRAINS



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Project
Tim Hortons Cafe & Bake Shop
and Reliance Bank
450 Regency Park
OFallon, IL 62269
Sheet No. UTILITY AND GRADING PLAN

Revisions

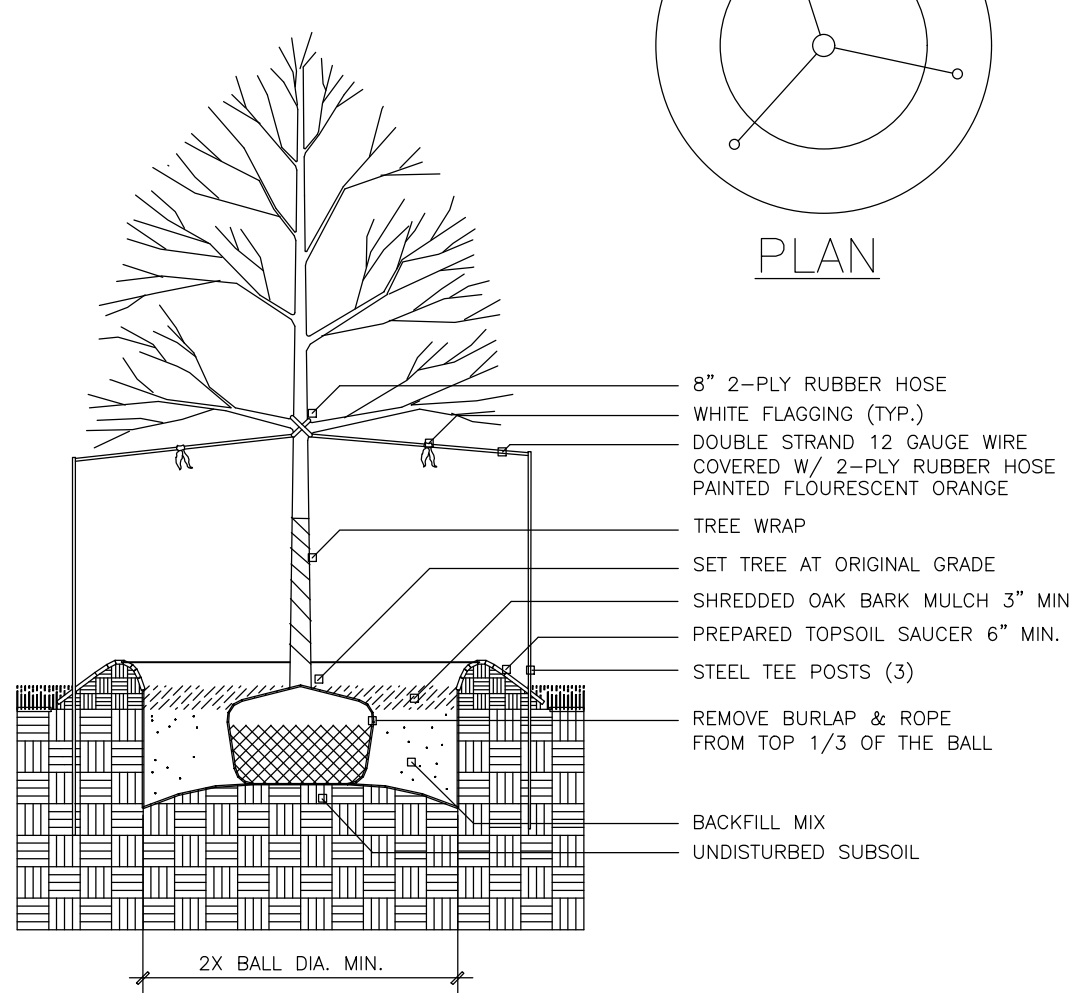
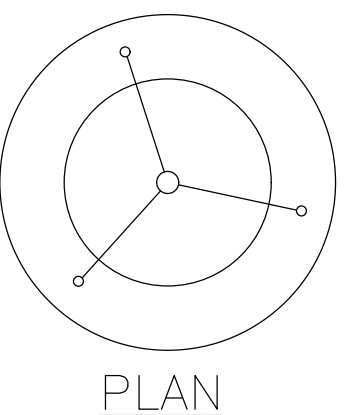
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Sheet No.

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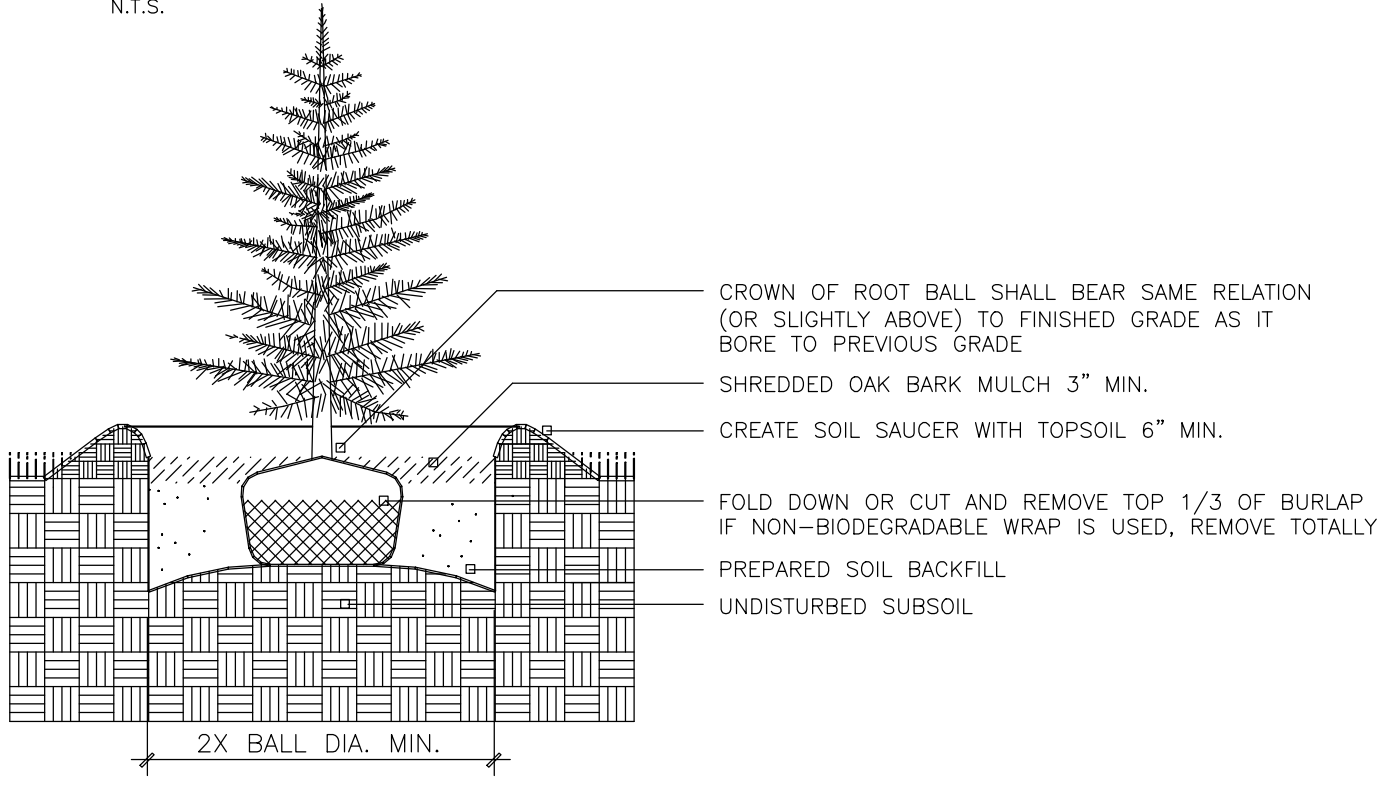
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Drawn By DLS
Checked By MTF



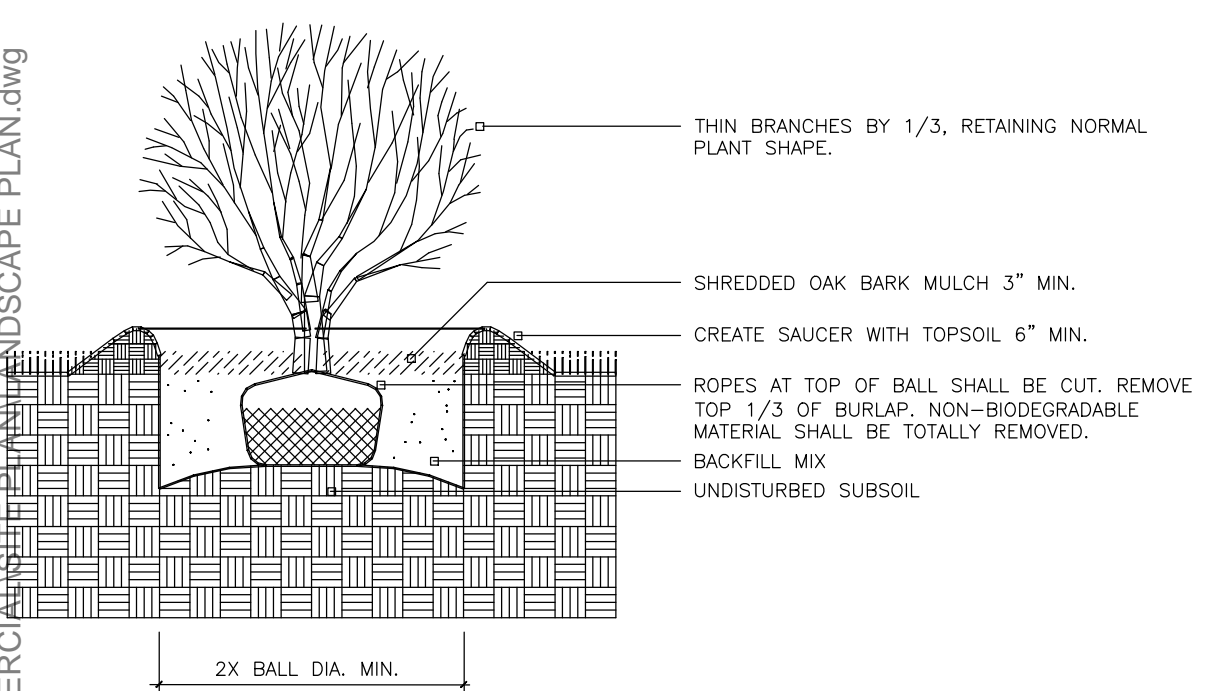
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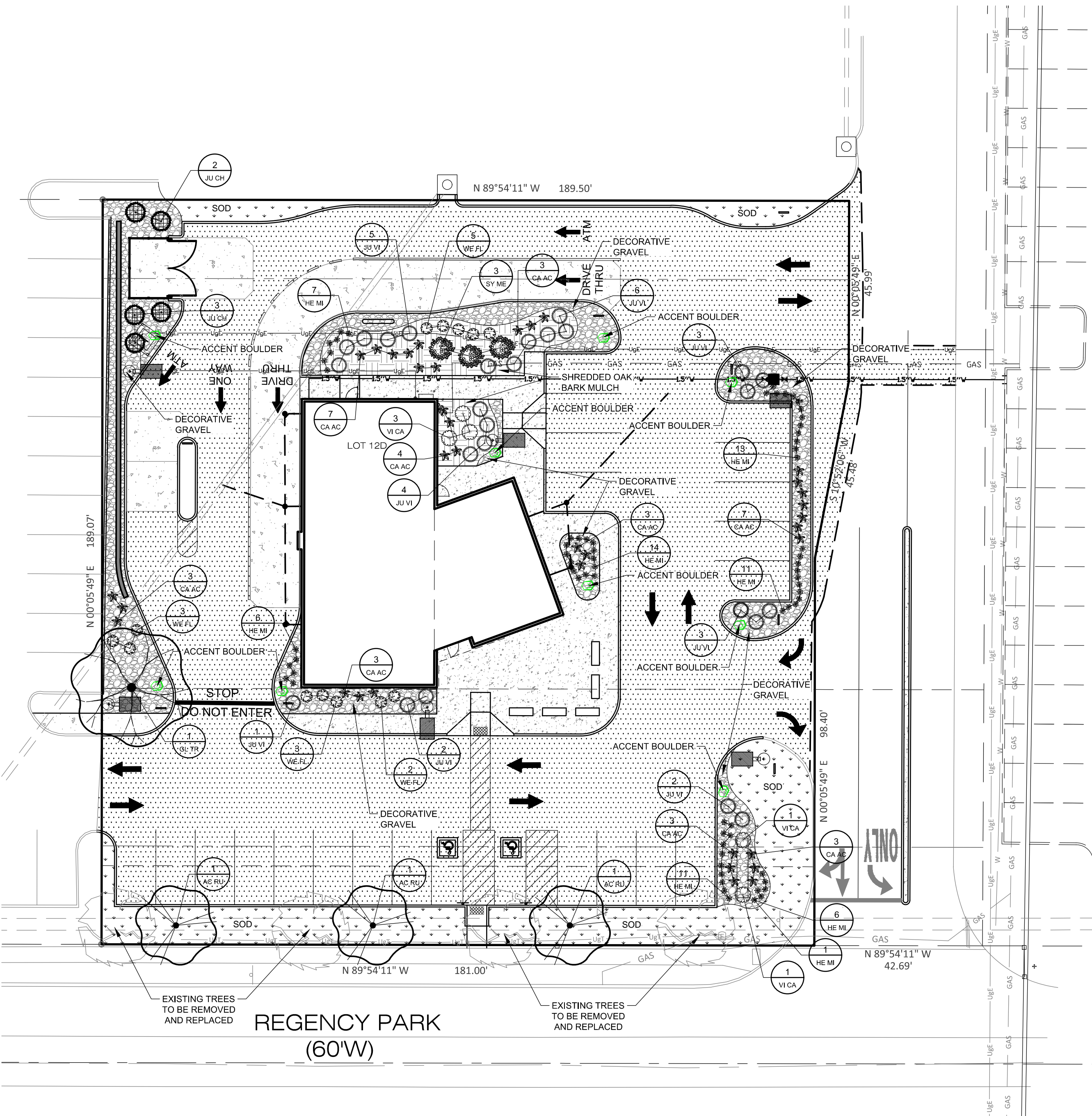
DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



REGENCY PARK (60'W)

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AC RU	3	Acer rubrum 'October Glory'	OCTOBER GLORY MAPLE	B & B	1.5"-2.0"	8' H X 10' W
	GL TR	1	Gleditsia triacanthos 'Skyline'	SKYLINE HONEY LOCUST	B & B	1.5" CAL	6'-7'
	JU CH	5	Juniperus chinensis 'Keteleeri'	KETELEERI CHINESE JUNIPER	B & B		4-6'
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE		
	CA AC	36	Calamagrostis x acutiflora 'Karl Foerster'	FEATHER REED GRASS	5 GAL		
	HE MI	68	Hemerocallis middendorffii	DAYLILY	1 GAL		
	JU VI	27	Juniperus virginiana 'Grey Owl'	EASTERN REDCEDAR	5 GAL		
	SY ME	3	Syringa meyeri 'Palibin'	DWARF KOREAN LILAC	5 GAL		
	VI CA	5	Viburnum carlesii 'Compactum'	KOREAN SPICE VIBURNUM	5 GAL		
	WE FL	13	Weigela florida 'Dark Horse'	WEIGELA	5 GAL		

LANDSCAPE GUIDELINE SPECS.

- GENERAL:
- All landscape material shall conform to the City of O'Fallon, IL standards.
 - All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing vegetation or structures from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to the public.
 - The landscape contractor shall be responsible for any coordination with other site related work being performed by other contractors. Refer to architectural drawings for further coordination of work to be done.
 - Underground facilities, structures and utilities must be considered approximate only. There may be others not presently shown or known. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of all utilities. (Call JULIE, 1-800-892-0123)
 - Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to a depth of 6" minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
 - It shall be the landscape contractor's responsibility to:
 - Verify all existing and proposed features shown on the drawings prior to commencement.
 - Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
 - Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect prior to installation.
 - Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
 - Provide single-stem trees unless otherwise noted in plant schedule.
 - All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock".
 - It shall be the contractor's responsibility to provide for inspection of the plant material by the landscape architect prior to acceptance. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
 - All bids are to have unit prices listed. The owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract.
 - All plant material to be transplanted shall be in accordance to guidelines set by AAN standards. Transplanted material will not be guaranteed by the landscape contractor.

- INSURANCE:
- The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.

- MULCH:
- All mulch to be shredded oak bark mulch at 3" depth after compaction (unless otherwise noted). Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
 - No plastic sheeting or filter fabric shall be placed beneath shredded oak bark mulch beds. Mirafi fabric shall be used beneath all gravel mulch beds.
 - Landscape beds that have decorative gravel and mulch within the same area, and landscape beds not bordered by concrete curbing or walks shall be edged with permatoc aluminum landscape edging, proline series, color black.

- MAINTENANCE:
- Landscape contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
 - Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.

- TOPSOIL:
- Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Roto-till topsoil mix to a depth of 6" minimum and grade smooth.
 - Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the percentage (%) of organic matter, inorganic matter, deleterious material, pH and mineral content.
 - Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material.
 - Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded oak bark mulch.

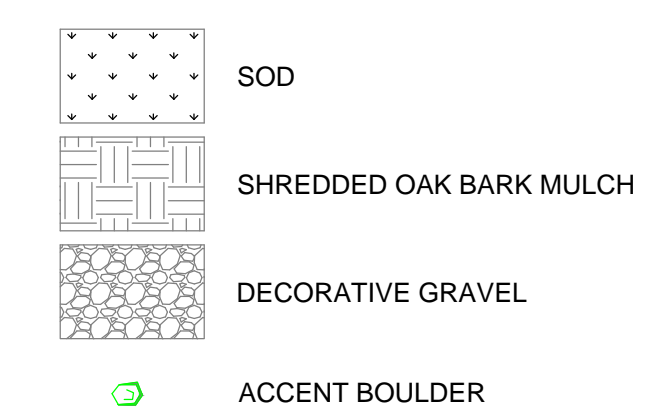
- MISC. MATERIAL:
- Provide stakes and deadman of sound, new hardwood, free of knotholes and defects.
 - Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

- TURF:
- All disturbed lawn areas to be sodded with a turf-type fescue, cut at a uniform thickness of 3/8". No broken pieces, irregular pieces or torn pieces will be accepted. Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance.
 - Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
 - All sod shall be placed a maximum of 24 hours after harvesting.
 - Recondition existing lawn areas damaged by contractor's operations including equipment/ material storage and movement of vehicles.
 - Sod contractor to ensure sod is placed below sidewalk and all paved area elevations to allow for proper drainage.
 - Off-site land disturbed shall be sodded.

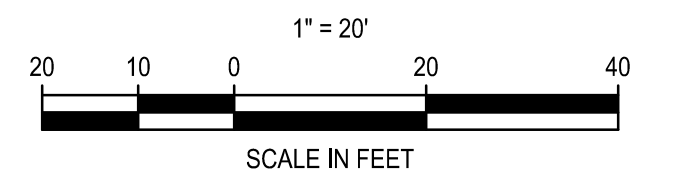
- SIGHT TRIANGLES:
- No landscape material or other obstructions shall be placed or be maintained within the sight distance area so as not to impede the vision between a height of thirty inches (30") and ten feet (10') above the adjacent street or paving surfaces.
 - The triangle adjacent to street intersections shall be formed by measuring from the point of intersection of the front and side lot lines a distance of 20' minimum along said front and side lot lines and connecting the points so established to form the sight triangle area.

- WARRANTY:
- All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after installation at 100% of the installed price.
 - Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for the plant.
 - Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with warranty.
 - Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.

- IRRIGATION:
- This site shall not have irrigation.



Note:
Shredded Oak Bark Mulch to be used for all planting beds and rings around trees (per detail) 3 inches thick after compaction.



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NOTE:
Underground utilities and structures have been plotted from available information and therefore, their location must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies before actual construction.

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 63102
 Fax: 314.621.0261
 www.fox-arch.com

OWNER
 Show Me Hospitality, LLC
 1254 Hanley Industrial Court
 St. Louis, MO 63114
 314.989.1000

MEP ENGINEERS (Design/Build)
 SSC Engineering
 18207 Edison Avenue
 Chesterfield, MO 63005
 636.530.7770

CIVIL ENGINEERS
 Premier Civil Engineering
 308 TOW COURT
 Lake Saint Louis, MO 63367
 314.925.7444



Project
Tim Hortons Cafe & Bake Shop and Reliance Bank
 450 Regency Park
 O'Fallon, IL 62269
 Sheet No. **LANDSCAPE PLAN**

Revisions

Date **12/04/15**
 Sheet No.

Project No. **1439.02**
 Drawn By **DLS**
 Checked By **MTF**

City of O'Fallon P&Z

Floor Plan



Parking Calculations

Bakery	Bank
2,403 GFA	967 GFA
9/1000 Parking	4/1000 Parking
21.6 spaces	+ 3.9 spaces = 25.5 (26)

Occupancy Calculations (restrooms)

Bakery	Bank
1,091 GFA	902 GFA
Equipment	B-Business
200 sf/p = 5.46 p	100 sf/p = 9.02 p

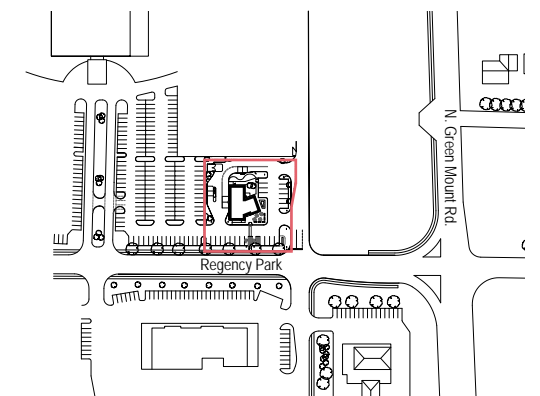
A2 Restaurant
844 GFA
15 sf/p = 65.27 p

None Occupied Spaces
468 + 65 = 533 GFA
0 sf/p = 0 p

Total People 70.75 p **(71)**

Building

3,370 GFA
46 Seats Shown

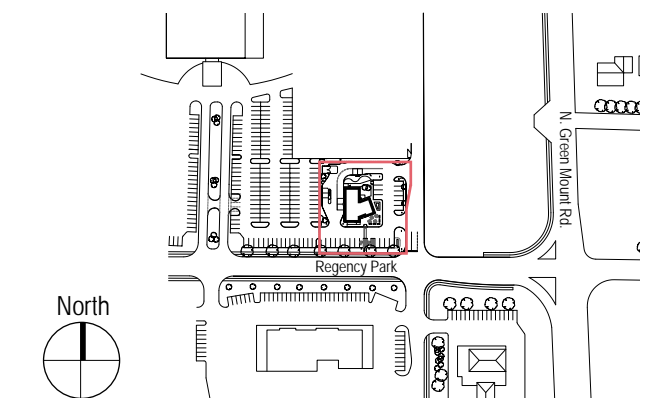


City of O'Fallon P&Z

Site Design

Keyed Notes:

1. Internally illuminated monument, see detail.
2. Internally illuminated buildings sign, TH logo.
3. Not shown this view.
4. Internally illuminated buildings sign, Bank logo and text.
5. TH internally illuminated menu boards.
6. Patio seating with TH logo umbrellas.
7. Standard TH buff color thin brick.
MFR: Endicott Thin Brick and Tile LLC
Product: Thin Brick
Color: Light Sandstone Velour
8. Standard TH stone veneer.
MFR: Versetta Stone
Product: Boral Stone
Color: Terra Rosa
9. EIFS final coat to match TH French Roast.
MFR: Sherwin Williams
Number: SW6069
Color: French Roast
10. Bank teller drive-thru.
11. RTU's are screen from primary street views by EIFS sign bands.
12. Trash enclosure; split face concrete block painted; to match TH French Roast with metal frame gates faced with composite decking board.
MFR: ArmorGuard 1x6
Product: Composite Decking Board
Color: Brazilian Walnut
13. New ADA Access Curb Cut.
14. Donut Delivery Parking.



A5

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City of O'Fallon P&Z

Building Design

Building design to standard TH store adds stone to building entry equally on the bakery side and bank side. Tim Hortons standards for sign bands and branding elements in the "French Roast" color are expressed in an EIFS finish coat to accommodate the city of O'Fallon's requirements. Stone is added at the base under the EIFS material throughout the exterior envelope of the building. Thin brick "Tera Rosa" is used as the primary exterior building material.



Top view is from southeast street corner at entry



View to right is from southwest site corner at Drive-Thru



City of O'Fallon P&Z

Building Design



Keyed Notes:

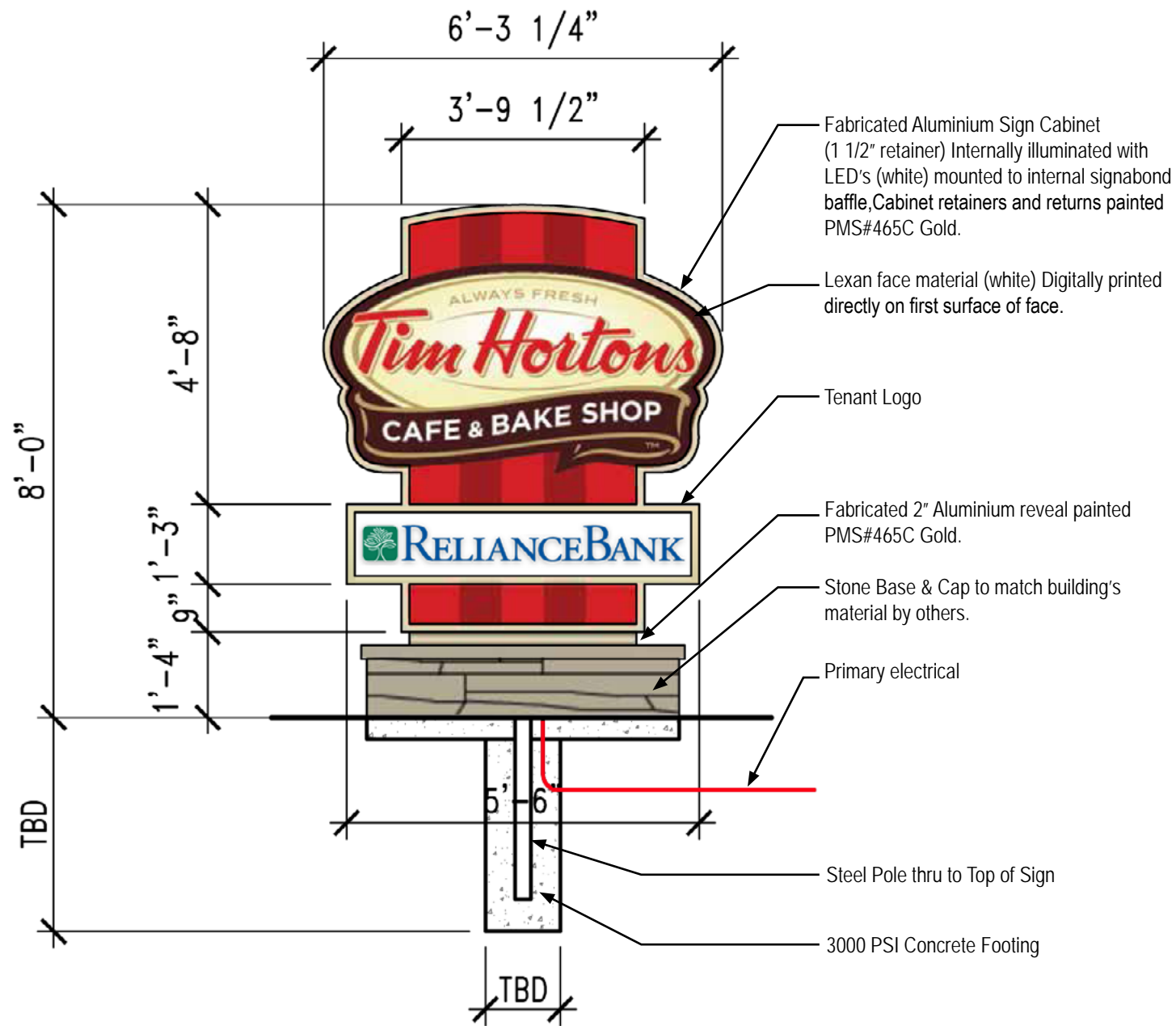
1. Internally illuminated monument sign, see detail.
 2. Internally illuminated building sign, TH logo.
 3. Internally illuminated building sign, TH text.
 4. Internally illuminated building sign, Bank logo and text.
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MFR: Endicott Thin Brick and Tile LLC
Product: Thin Brick
Color: Light Sandstone Velour
 8. Standard TH stone veneer.
MFR: Versetta Stone
Product: Boral Stone
Color: Terra Rosa
 9. EIFS final coat to match TH French Roast.
MFR: Sherwin Williams
Number: SW6069
Color: French Roast
- (Refer to previous sheets for keyed notes 10-14)

Top view is from northeast corner of site at Bank Drive-Thru



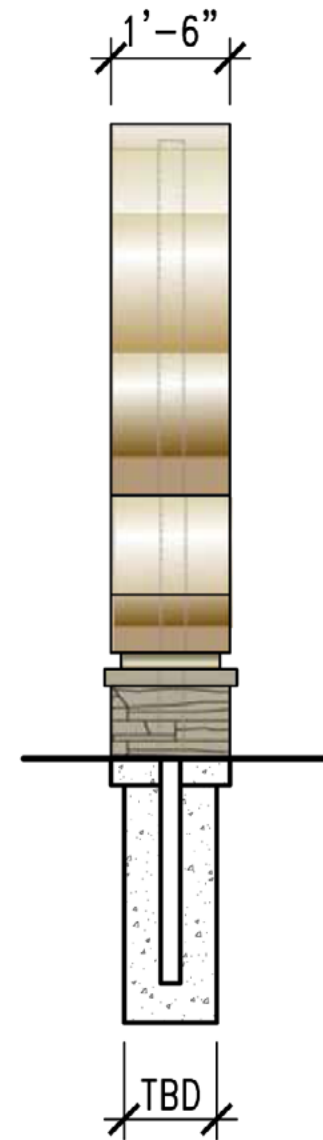
View to right is from northwest corner of site at Bakery Drive-Thru





Monument Sign Elevation

Scale: NTS



Side Elevation

Scale: NTS

Sign Area Calculation:

(Frontage 178') x 0.4= 71.2 SQ FT Sign
Proposed Sign = 39 SQ FT Sign (including base)

Electrical Detail: Logo Cabinet

- (6) White LED Light engines, Permlight Linearray 6500K
- (2) 150w Drivers GLED150-350LC @ 1.40 amps each
Total Amps: 2.80
- (1) 20 amp 120V Circuit Req.

General Electrical Notes:

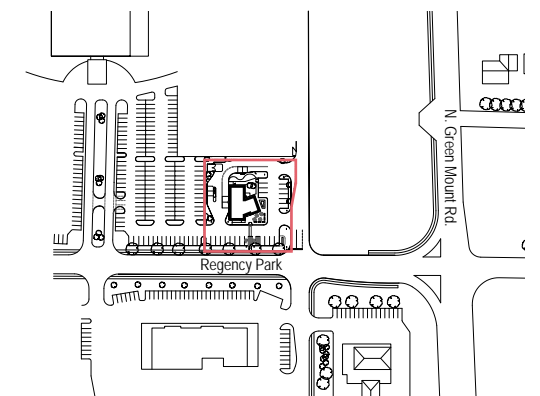
- This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
- 1) Grounded and bonded per NEC 600.7/NEC 250
 - 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
 - 3) Sign is to be UL listed per NEC 600.3
 - 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer*
*For multiple signs, a disconnect is permitted but not required for each section
 - 5) Electrical feed to be supplied by general contractor

	Tim Horton's
Type:	Monument Sign
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	39

Color Specifications:	
Pantone #465C Gold	Pantone #485C Red
Pantone #9120C Cream (Gradient)	Pantone #7622C Dark Red
Pantone #4975C Dark Brown	White

Specifications
See elevation detail

MODEL#
KEY-MON



City of O'Fallon P&Z Signage Calculations



West Elevation at Drive-Thru

Total West Elevation at Drive-Thru is
1,145.90 sf
Tim Hortons Sign is 27.51 sf



South Elevation facing Regency Park

Total South Elevations facing Regency Park is
1,194.14 sf
Tim Hortons Sign is 32.58 sf
Reliance Bank Sign is 30.30 sf

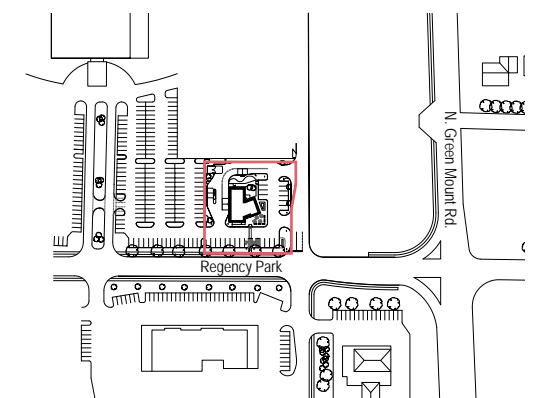


East Elevation facing Outer Road

Total East Elevation facing the Outer Road is
1,225.28 sf
Tim Hortons Sign is 32.58 sf
Reliance Bank Sign is 21.44 sf
Tim Hortons Sign is 32.58 sf

Building

3,370 GFA



A12

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City of O'Fallon P&Z

Tim Hortons Signage Standards

Gotham Book

ABCDEFGHIJKLMNO P Q
 abcdefghijklmnopqrstu v
 1234567890

Gotham Bold

ABCDEFGHIJKLMNO P Q
 abcdefghijklmnopqrstu
 1234567890



Logo Color Breakdown



1:2 Proportions 3 sq.ft.



Note: directional signage is not internally illuminated



Pantone® Matching System (PMS)

Pantone 485C Pantone 7622C Pantone 4975C Pantone 465C Pantone 9120C

CMYK Equivalents

00 Cyan	15 Cyan	36 Cyan	07 Cyan	06 Cyan
93 Magenta	95 Magenta	84 Magenta	27 Magenta	02 Magenta
95 Yellow	96 Yellow	59 Yellow	55 Yellow	28 Yellow
09 Black	39 Black	83 Black	22 Black	00 Black

RGB Equivalents

239 Red	141 Red	52 Red	190 Red	240 Red
56 Green	28 Green	00 Green	153 Green	237 Green
41 Blue	21 Blue	12 Blue	105 Blue	195 Blue

Vinyl- Awning Color

3M™ Tomato Red 180C-13, 7725-13 7125-13	3M™ Deep Red 180C-23, 7725-63 7125-23
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PMS Option



CMYK Overprint Option



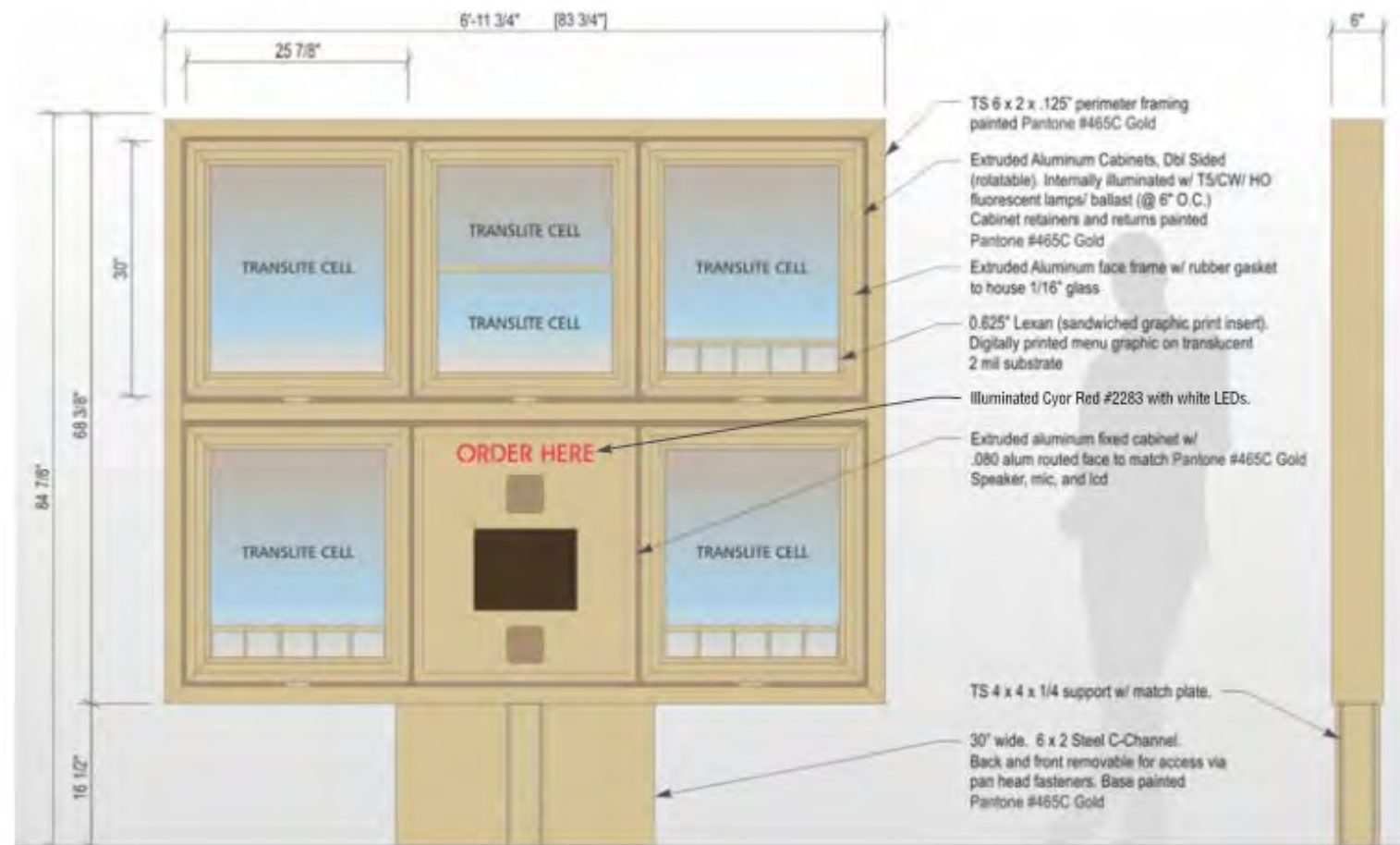
Awning Vinyl



A10

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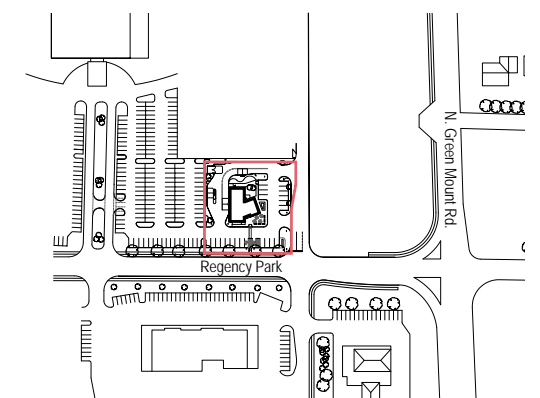


Menu Board Elevation
Scale: NTS

Side Elevation
Scale: NTS

	Drive-Thru Menu Board
Type:	(6) Panel Menu Board w/ Comm System. Extruded aluminum construction
Illumination:	Internal Fluorescent Lamp
Actual Size:	67 5/8" H x 83 3/4" W overall
Square Footage:	39.77

Color Specifications:	
 Pantone #465C Gold	 Cyro Red #2283





CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council
From: Ted Shekell, Community Development Director
Walter Denton, City Administrator
Date: December 21, 2015
Subject: P2015-17: Tim Horton's & Reliance Bank, Planned Use – 1st Reading

List of committees that have reviewed: The Planning Commission held a public hearing on the above referenced application at their December 8, 2015 meeting. The Commission voted 6-ayes and 0-nays to approve the requested Planned Use application for Tim Horton's & Reliance Bank, subject to the conditions recommended by staff.

The Community Development Committee reviewed the final plat at its December 14, 2015 meeting and recommended approval, subject to the conditions recommended by staff with a vote of 6-ayes to 0-nays.

Background

The applicant, Eric Sigurdson of Show Me Hospitality, LLC has filed an application requesting a planned use for a parcel of land at 450 Regency Park, zoned B-1(P), Planned Community Business District for the construction of a 3,370 square foot Tim Horton's Café and Bake Shop and Reliance Bank. The majority (2,403 square feet) of the building will be occupied by Tim Hortons and 967 square feet will be utilized by Reliance Bank. There will be a drive-thru for the Tim Hortons and an ATM drive-thru for Reliance Bank.

Since the Plan Commission meeting, a revised elevation has been submitted, achieving the recommended 360 degree architectural detail as recommend by the commercial design handbook and a landscaping plan meeting the standards of Section 158.444 was submitted as well.

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. A variance to allow 7 of the 30 parking spaces required for the site to be offsite on the Regency Conference Center, subject to the existing cross access and parking easement and Section 158.141.
2. A variance to allow the parking lot perimeter to be constructed per the site plan.
3. A variance to the sign code to allow two wall signs for Tim Horton's on the east elevation.

4. If at any such point in time where the City at its discretion, through an independent consultant, believes the drive-thru traffic is causing a problem to the general public (i.e. queuing onto the access road) Tim Horton's will be required to construct the 2nd drive-thru lane within an agreed upon timeline.
5. A service agreement with the adjoining lot owners on how to manage the necessary improvements, maintenance and repair of the access drive must be in place prior to final occupancy and a signed copy provided to the City.
6. Provide additional cross access easement for the improvements to the access drive.



PROJECT REPORT

TO: Planning Commission
FROM: Justin Randall, Senior City Planner
Ted Shekell, Community Development Director
DATE: December 8, 2015
PROJECT: P2015-17: Tim Hortons & Reliance Bank – Planned Use

Location: 450 Regency Park
Ward: 1
Applicant: Eric Sigurdson of Show Me Hospitality, LLC
Owner: Sunrise Counties, LLC
Submitted: November 2, 2015

Introduction

The applicant, Eric Sigurdson of Show Me Hospitality, LLC has filed an application requesting a planned use for a parcel of land at 450 Regency Park, zoned B-1(P), Planned Community Business District for the construction of a 3,370 square foot Tim Horton's Café and Bake Shop and Reliance Bank. The majority (2,403 square feet) of the building will be occupied by Tim Hortons and 967 square feet will be utilized by Reliance Bank. There will be a drive-thru for the Tim Hortons and an ATM drive-thru for Reliance Bank.

Existing Conditions

Subject Property

The subject property for the proposed Tim Horton's Café and Bake Shop and Reliance Bank is an approximate 0.80 acre (34,752 square foot) parcel. The property is located on the north side of Regency Park, in front of the Regency Conference Center.

The property is currently vacant and is generally flat. A private access road for a number of properties, including the Regency Conference Center and Green Mount Professional Building (under construction) will be located on the eastern property line and will serve as the access to the subject property. The site will utilize a 4.64 acre stormwater retention facility on the St. Elizabeth site, behind the Hilton Garden Inn and Regency Conference Center. The subject property is located outside of any floodplain.

Surrounding Properties

The property surrounding the proposed Tim Horton's Café and Bake Shop and Reliance Bank is a mixture of non-residential uses, including commercial, office, and restaurants. The following is detailed information on the surrounding zoning and land uses.

Community Development Department

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

Surrounding Zoning:
North: B-1(P) & O-1(P)

East: B-1(P)

South: B-1(P)

West: B-1(P)

Surrounding Land Use:
North: Vacant land adjoining the Regency Conference Center and St. Elizabeth's Hospital site

East: Green Mount Professional Building (under construction)

South: Bella Milano, Global Brew, Egg and I, PNC Bank and Green Mount Corporate Center

West: Hilton Garden Inn & Regency Conference Center

Applicable Ordinances, Documents and Reports

O'Fallon Comprehensive Plan: The O'Fallon Comprehensive Plan Future Land Use Map depicts the subject property as *Regional Commercial*, which is consistent with the proposed project.

Code of Ordinances: The proposed Tim Horton's Café and Bake Shop and Reliance Bank is subject to Article 6 Planned Uses of Chapter 158: Zoning of the Code of Ordinance and requires a development plan. The property is also subject to the B-1, Community Business District requirements and the Commercial Design Handbook

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

Tim Horton's Café and Bake Shop and Reliance Bank is a combined 3,370 square foot, one-story building. The proposed building is a mixed use building with 2,403 square feet associated with Tim Horton's and 967 square feet utilized by Reliance Bank. A planned use rezoning is required because the project includes a drive-thru and because the property is already governed by an existing planned use rezoning.

Traffic Circulation/Parking

Existing Infrastructure: Regency Park will convey traffic to a private access drive which provides access to the site. Regency Park intersects Green Mount Road at a signalized intersection just south of the site. Regency Park then moves to the northwest to a signalized intersection with Highway 50, just east of Exit 14 off Interstate 64. Regency Park is a two-lane city street with a middle turn lane. The private access drive provides access to a number of parcels, including the subject property, the Green Mount Professional Building, a vacant parcel adjoining the Regency Conference Center and is the service entrance to the Regency Conference Center and Hilton Garden Inn. The private access drive is approximately 36 feet wide at Regency Park and tapers down to approximately 24 feet wide near the northern edge of the subject property.

Ingress and Egress: Access to the site will be by means of two points of access, both on the private access drive off Regency Park. The private access drive is located on an adjacent parcel, however is located within an access easement and is not a city street. The development plan proposes a right-in, right-out access approximately 55-60 feet north of Regency Park. The right-in, right-out access has a 2-foot concrete median in the private access drive to discourage left turns in and out of this particular access point. The second access point is a full access, approximately 160 feet north of Regency Park. The private access road begins to taper down at this point and is not

wide enough for a left turn lane into the Tim Horton's and Reliance Bank site. The development plan is proposing an access point to the Regency Conference Center parking lot, utilizing a blanket cross access easement for access and parking on a number of parcels adjoining the subject property.

City staff consulted Lee Cannon of CBB Traffic Engineers to analyze the proposed ingress and egress for the site and the lack of left turn into the site. Lee Cannon indicated "at this time, with the access drive only serving the Tim Horton's, back of house services of the conference center and hotel and the new office building, a left turn lane into the site is not necessary." However, Lee Cannon indicated that "if a second hotel were to be constructed or the access drive connects to the St. Elizabeth's hospital site the access drive would need to be widened to a three-lane road segment with a two-way-left-turn lane center lane."

The private land owners in the area are currently in discussions with each other about the reconstruction of the private access drive and the improvements necessary with the current developments and the potential of a second hotel adjoining the conference center and a connection to the St. Elizabeth's Hospital site. Additionally, all parties (including Tim Horton's and Reliance Bank) will be subject to a maintenance agreement for the repair, snow removal and other improvements to the private access drive.

Parking: The proposed building has two uses, a restaurant (Tim Horton's Café and Bake Shop) and a bank (Reliance Bank). Fast food restaurants have two parking ratios, and the code requires the ratio that requires the most parking spaces be applied. The first ratio is 9 parking spaces per 1,000 gross floor area (2,403 square feet = 22 spaces). The second ratio is based on number of seats and employees (38 seats + 10 employees = 26 spaces). Additionally, the code requires the bank component of the building to provide parking at a rate of 4 parking spaces per 1,000 gross floor area (967 square feet = 4 spaces). Overall, the site is required to provide 30 parking spaces. The site plan has provided 23 parking spaces on-site, with 7 spaces being utilized on the Regency Conference Center site, through the cross access easement for access and parking on a number of properties adjoining the subject property. Section 158.141 indicates that off-site parking is a required variance that must be approved by City Council, therefore, the applicant is requesting a variance.

Drive-Thru: Restaurants with drive-thru facilities require 8 stacking spaces for the drive-thru. The site plan has accommodation for the minimum of 8 stacking spaces for the drive-thru, with the ninth car beginning to stack past the curb of the drive-thru. During the review of the drive-thru for the site, Lee Cannon of CCB Traffic Engineers indicated the 95 percentile of the national average for stacking for a Tim Horton's site is 10 vehicles, which with the site plan as proposed will begin to spill into the entrance during peak times (however, not out onto the access drive). The applicant, Eric Sigurdson, has indicated that "the St. Louis market is experiencing less than 50% drive-thru traffic, compared to 60-70% in other markets." Eric Sigurdson indicated "they are now increasing the size of the building and eliminating a second drive-thru lane, but the site is planned in a manner to readily allow for a second drive-thru lane to be constructed if required to relieve any potential future stacking issues."

In addition to the drive-thru for Tim Horton's, Reliance Bank will have a drive-thru ATM. The ATM is located off the escape lane and has the ability to stack two cars without spilling into the escape lane. The City's regulations does not specify a stacking requirement for ATM, however previous approvals for ATMs in parking lots throughout the City have had stacking for three cars. In this particular instance, staff believes that two stacking spaces is adequate, with the potential to use the escape lane if a third car would queue to use the ATM.

On-site circulation: The site plan has an extra lane around the drive-thru that will act as the required escape lane around the drive-thru and provide access to an ATM for Reliance Bank. Overall once on-site, staff believes there is sufficient traffic circulation within the parking lot to maintain an efficient flow of traffic onto and throughout the site.

Parking space size: Code requires 10' x 19' parking spaces with 24' aisles (62' modules). The proposed development provides 10' x 19' parking spaces with 24' drive aisle, which complies with the regulations. The site also meets the requirements for accessible parking.

Parking lot lighting: The plan currently does not account for parking lot lighting, however the site will need to provide lighting that meets the lighting code requirements. The light poles are required to be located in landscape islands and the photometric plan will need to be submitted to indicate the site has adequate levels of lighting across the parking area. Additional details on the lighting standards will need to be provided to ensure lighting is directed toward the ground to reduce glare as required in Section 158.143.

Utilities and Drainage

Public Utilities

There are multiple water mains adjacent to the site including a 16" water main along the south side of Regency Park and an 8" water main on the east side of the private access drive. The proposed water service for the building will come off the 8" water line located along the west side of the access drive.

Sewer service will be provided by Caseyville Township Sewer District.

Drainage

Storm water will be accommodated by utilizing the existing retention (wet) basin at the southern end of the St. Elizabeth's site.

Building and Site Improvements

The proposed Tim Horton's Café and Bake Shop and Reliance Bank will have four-side visibility. The building elevations meet many of the recommendations of the Commercial Design Handbook, including use of varying building materials, incorporation of architectural components, awnings and varying roof lines. The exterior building materials include a mix of brick, stone, EIFS and glass. The mechanical units are located behind a screen wall on the roof. The dumpster is located at the north end of the parking lot area within a split face concrete block enclosure, consistent with the building design. Since the building and site will have 360 degree visibility, staff believes additional façade improvements to the north and west elevations would improve the quality of the building. Staff recommends the stone base located on most of the elevations be extended around the north and northwest side of the building.

Sidewalk

The plan proposes to leave the existing sidewalk on Regency Park. Because the access drive on the east property line is private, a sidewalk is not required along the access drive.

Landscaping and Buffer Requirements

Parking Lot Landscaping

A landscaping plan has been submitted for the site. The landscape plan includes planting meeting the City's requirements for landscaping the parking lot, street landscaping. The site plan shows multiple areas in which the 7-foot buffer around the perimeter of the parking lot is not met; along the private access drive, the northern property line and the western property line. The applicant has requested the reduction of the 7-foot buffers as a part of the site plan approval. The site currently has the necessary street trees along Regency Park, however since the private access drive is not a City street, there is not a requirement for street trees along the access drive.

Buffers

The property is surrounded by B-1(P) zoning, therefore there are no requirements for a structural buffer.

Signage

The planned use submittal includes a comprehensive sign package for the Tim Horton's Café and Bake Shop and Reliance Bank.

Freestanding Signs

According to Chapter 158, "Sign Regulations" of the Code of Ordinances, the applicant is permitted to install one freestanding sign totaling 90.5 square feet on the property, since this is a multi-tenant building. The sign package shows one freestanding sign at the corner of Regency Park and the private access drive. The monument sign is setback approximately 12 feet from the property line. The freestanding sign is proposed at 8 feet tall and 6.25 feet wide totaling 39 square feet of signage, including the 1.3 foot high stone base. The freestanding sign as proposed meets all the sign code requirements for the development.

Wall Signs

The wall signage as proposed meets most of the city's sign code requirements. Based on the size of the building and the number of tenants the sign code allows up to 10% of the wall area square footage for signage per elevation, with signage located on a maximum of 3 elevations. Each tenant is permitted to have a sign on each of the three elevations.

The proposed sign package breaks down the wall signage based on elevations, providing the approximate sign dimensions:

- South Elevation – 1,194.14 square feet (119.4 square feet of signage allowed)
 - Tim Horton's Sign: 32.58 square feet
 - Reliance Bank Sign: 30.30 square feet
 - Total of 62.88 square feet of signage on the south elevation
- East Elevation – 1,225.28 square feet (122.5 square feet of signage allowed)
 - Tim Horton's Sign: 32.58 square feet
 - Reliance Bank Sign: 39.86 square feet
 - Tim Horton's Sign: 32.58 square feet
 - Total of 105.02 square feet of signage on the south elevation
- West Elevation – 1,145.90 square feet (114.5 square feet of signage allowed)
 - Tim Horton's Sign: 27.51 square feet

The only elevation not meeting the city's sign regulation is the East Elevation, which the applicant is requesting a second sign for Tim Horton's. The applicant has requested a variance to allow the second sign for Tim Horton's.

Variations

Parking Counts: The development provides 23 parking spaces on site and proposes to utilize 7 parking spaces on the Regency Conference site, through an existing cross access agreement for access and parking. Section 158.141 requires a variance by the City Council to have required parking offsite and has to meet the following conditions:

1. The parking must be provided on a property with the same zoning classification as the property that the spaces serve, or a less restrictive zoning classification.
 - a. The Regency Conference Center is zoned B-1 (P), same as the subject property.
2. No required parking spaces may be located across any state or U.S highway from the use they are intended to serve.
 - a. The Regency Conference Center parking area and the 7 proposed off-site spaces are located adjacent to the subject property.
3. Off-property variance may be granted up to 200 feet away in the B-1 District.
 - a. The Regency Conference Center parking area and the 7 proposed off-site spaces are located adjacent to the subject property, less than 200 feet away.

The proposed offsite parking meets all the conditions and staff feels there is sufficient evidence to indicate the offsite parking will not negatively affect the development or surrounding properties.

Parking Lot Design: The landscape plan will have to meet the City's requirements, with the exception of the applicant's request to reduce the required 7-foot wide planting strip around the parking lot on the north, east and west. The petitioner has requested a variance to reduce the planting strip to ensure the appropriate drive aisles width, escape lane and potential widening of the private access drive could be facilitated. Staff would recommend smaller buffer strips along the private access drive and the parking lots adjacent to the development to ensure safe ingress/egress and onsite circulation throughout the site.

Signage: The sign code allows one wall sign for each establishment at a maximum of 10% of the wall area. The east building elevation is proposing two signs for Tim Horton's and one sign for Reliance Bank, all three signs stay under the 10% allowed signage, however Tim Horton's would only be allowed one sign on the east elevation. Overall, staff has reviewed the sign package and believes the sign package is not out of scale for the proposed development.

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 except for the variances identified above.
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, provides the necessary improvements to the control the increased traffic. Staff believes the site furthers the amenities of light, air, recreation and visual enjoyment.
3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.
The development includes a number of visual enhancements done to reduce the visibility of mechanical units and landscaping will be provided to help in reducing the size of the building.
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 design of the buildings meets the intent of 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.
Yes, a community need exists for the proposed use.
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 proposed 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 will be required to meet the area-bulk requirements set forth in the B-1 Community Business District.

Staff Recommendation

Staff recommends approval of the project with the following conditions:

1. A variance to allow 7 of the 30 parking spaces required for the site to be offsite on the Regency Conference Center, subject to the existing cross access and parking easement and Section 158.141.
2. A variance to allow the parking lot perimeter to be constructed per the site plan.
3. A variance to the sign code to allow two wall signs for Tim Horton's on the east elevation.
4. If at any such point in time where the City at its discretion, through an independent consultant, believes the drive-thru traffic is causing a problem to the general public (i.e. queuing onto the access road) Tim Horton's will be required to construct the 2nd drive-thru lane within an agreed upon timeline.
5. A service agreement with the adjoining lot owners on how to manage the necessary improvements, maintenance and repair of the access drive must be in place prior to final occupancy and a signed copy provided to the City.
6. Provide additional stone base around the north and northwest side of the building.
7. Provide additional cross access easement for the improvements to the access drive.
8. A landscaping plan shall be submitted in accordance with the standards of Section 158.144.

Attachments

- Attachment 1 – Project Application
- Attachment 2 – Zoning Map
- Attachment 3 – Surrounding Land Use Map
- Attachment 4 – Site Plan
- Attachment 5 – Building Elevations
- Attachment 6 – Sign Package



Planned Use / Re-Zoning Application

NAME OF PROJECT: Tim Hortons Cafe & Bake Shop

ADDRESS/GENERAL LOCATION: 450 Regency Park O'Fallon, IL 62269

SUBDIVISION NAME & LOT NUMBER(S): Shoppes at Green Mount 03-36.0-204-017

PARCEL NUMBER(S): 03360204017

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) Community Business District PROPOSED NUMBER OF BUILDINGS: 1

PROPOSED ZONING: B-1(P) Community Business District PROPOSED GROSS FLOOR AREA: 3,370 GFA

PROPOSED # OF LOTS: 1 AREA IN ACRES: 0.80 Acre (34,752 SF)

PROPOSED # OF DWELLING UNITS: 1 PRESENT USE: Open Lot

APPLICANT INFORMATION:

NAME: Eric Sigurdson

COMPANY: Show Me Hospitality, LLC

ADDRESS: 1254 Hanley Industrial Court
St. Louis, MO 63144

PHONE: 314-989-1000

FAX: _____

EMAIL: esigurdson@timhortonsstl.com

Eric Sigurdson BD

SIGNATURE OF APPLICANT

DESIGN PROFESSIONAL INFORMATION:

NAME: Bob Dunn

COMPANY: Fox Architects

ADDRESS: 1 Memorial Drive, Suite 1800
St. Louis, MO 63102

PHONE: 314-621-4343 x115

FAX: 314-621-0261

EMAIL: bdunn@fox-arch.com

SIGNATURE OF DESIGN PROFESSIONAL

STAFF USE ONLY	
DATE RECEIVED: _____	PROJECT ID #: _____
APPLICATION RECEIVED BY: _____	STAFF ASSIGNED: _____
APPLICATION FEE: _____	PLAN REVIEW FEE DEPOSIT REC'D: _____

November 02, 2015

Mr. Justin L. Randall, AICP
Senior City Planner
Community Development Department
255 South Lincoln
O'Fallon, IL 62269
USA

Re: Tim Hortons P&Z Submittal on behalf of Show Me Hospitality, LLC (SMH)

Dear Justin,

Fox Architects (FOX) is pleased to submit the attached P&Z Submittal for the above referenced project.

The project is a mixed use for Tim Hortons Café and Bake Shop with Reliance Bank (Bakery and Bank). The Bakery is 2,403 GFA and the Bank is 967 GFA for a total of 3,370 GFA with a maximum building height of 19'-0" above grade. The building will be constructed for all A2 use Bakery and the construction type is all 5B unprotected. The Bank being a lesser B use does not figure into the allowable buildable area and egress calculations; A2 use as noted. But the parking calculations and occupancy calculations for plumbing fixture counts do take into account the lesser Bank requirements for B use.

The building is all designed to meet Tim Hortons (TH) branding and design intent for the Bakery and only the Bank signage is added to the building design itself. The TH standards are being changed from cementitious concrete siding to an EIFS to work with the surrounding O'Fallon design standards for the French Roast (dark brown) as noted in the attached submittal.

All P&Z requirements are planned to meet the City of O'Fallon (City) and state of Illinois building codes except for: set back to side street were we are matching existing curbs in place but plan to accommodate a future street widening with a parking layout. Building signage is larger than City ordinances per building elevation SF but needs to be as illustrated to meet TH standards and Bank in the same smaller building.

SNH does have a traffic study under way and plan to submit the finding this week. Our preliminary finding shows that the Bakery and Bank should not impact the Regency Conference Center but we illustrate a back-up plan at SMH expensive that will not impact the Conference Center traffic.

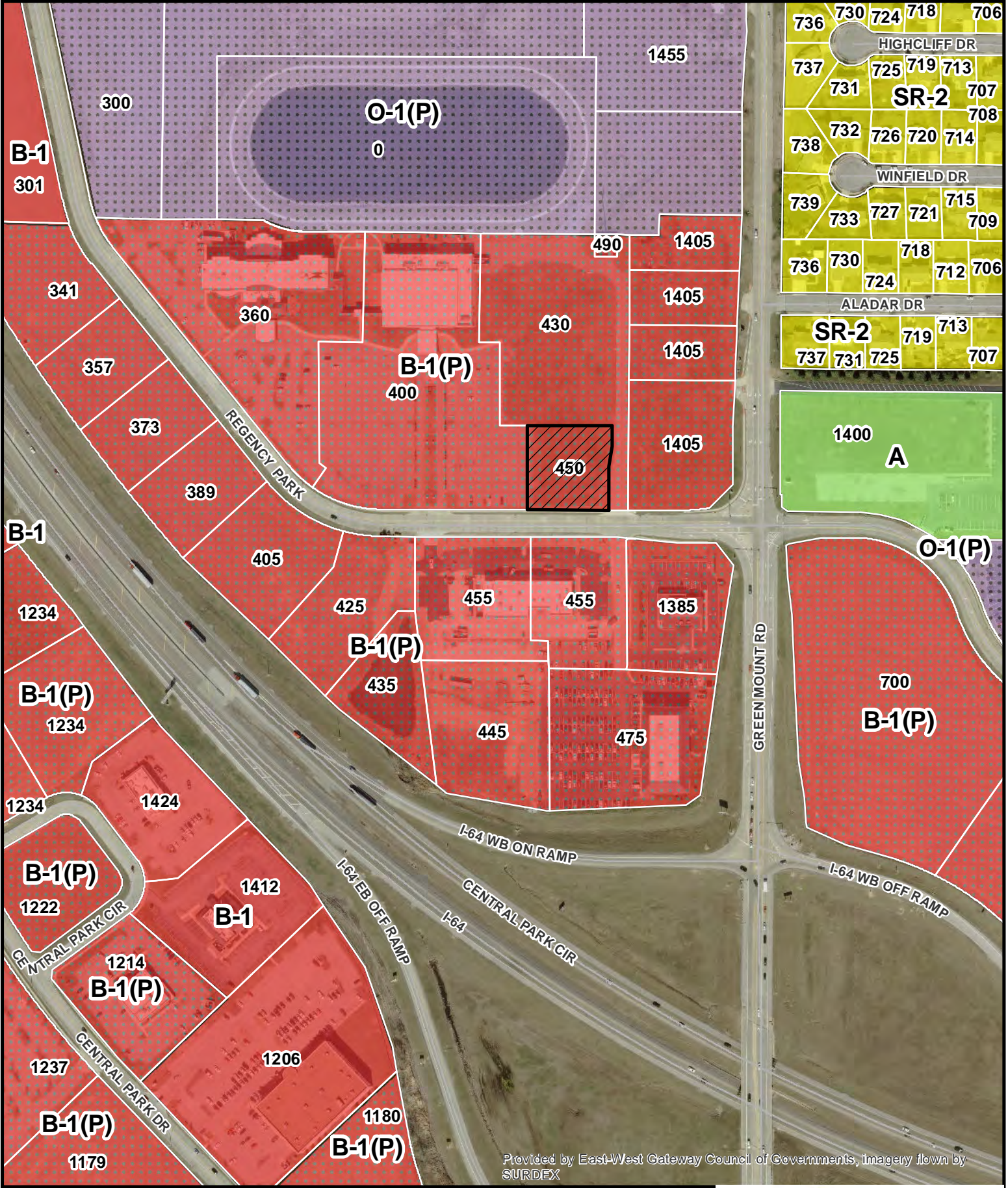
Sincerely,
Fox Architects



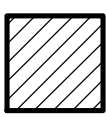
Bob Dunn
Principal

Enclosure

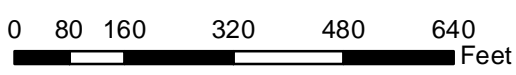
P2015-17: Tim Horton's & Reliance Bank - Zoning Map



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



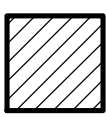
Subject Property



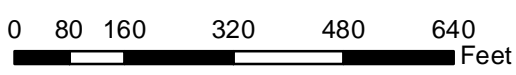
P2015-17: Tim Horton's & Reliance Bank - Land Use Map



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



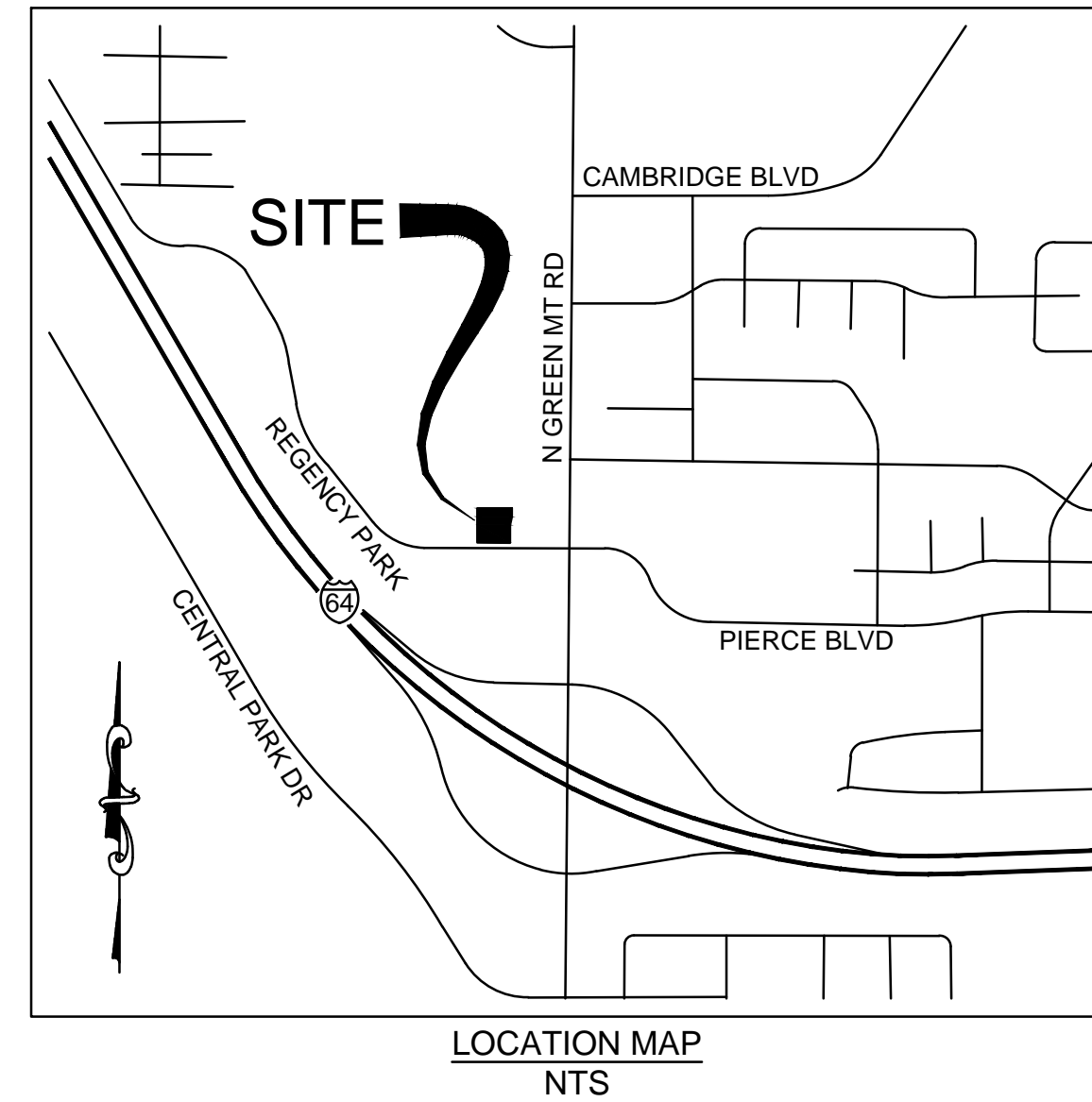
Subject Property



PRELIMINARY SITE PLAN FOR TIM HORTON'S CAFE & BAKE SHOP AND RELIANCE BANK

450 REGENCY PARK

A TRACT OF LAND BEING ALL OF LOT 12D OF THE SHOPPES AT GREEN MOUNT,
REFERENCED BEING HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104
PAGE 61 IN THE ST. CLAIR COUNTY, ILLINOIS LAND RECORDS
BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH,
RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN,
ST. CLAIR COUNTY, ILLINOIS



DISTURBED AREA = 0.84 ACRES

BENCHMARK:
U.S.G.S. DATUM, ST. CLAIR COUNTY HIGHWAY DEPARTMENT BRASS TABLET
PID - JB1367 ELEV.=549.28

SITE BENCHMARK:
"U" ON SOUTHERN EDGE OF EXISTING CONCRETE CURBED ISLAND LOCATED AT
NORTHWEST CORNER OF SITE. ELEV = 540.20'

ELECTRONIC DRAWING NOTE:

ELECTRONIC MEDIA OR DIGITAL DRAWINGS ARE INSTRUMENT OF PROFESSIONAL SERVICES. OWNERSHIP OF SUCH WILL BE RETAINED BY THE CIVIL ENGINEER AND MAY NOT BE RELEASED TO CONTRACTORS. CONTRACTORS ARE ADVISED TO CREATE BIDS BASED ON THE USE OF PAPER COPIES OF THE PLANS.

SHEET INDEX

Sheet Number	Sheet Title
C-1	COVER SHEET
C-2	SITE PLAN
C-3	UTILITY AND GRADING PLAN
L-1	LANDSCAPE PLAN

SUMMARY TABLE:

- SITE AREA = 0.80 AC. (34,802 SF)
- MAXIMUM GROSS FLOOR AREA = 2:1 RATIO
- PROPOSED GROSS FLOOR AREA = 3,370 SF + 34,802 SF = 9.68%
- PERCENTAGE (%) OF BUILDING COVERAGE = 10%
- EXISTING ZONING - B-1 (P) COMMUNITY BUSINESS DISTRICT
- PROPOSED ZONING - B-1 (P) COMMUNITY BUSINESS DISTRICT
- REQUIRED BAKERY PARKING - (9 SPACES PER 1,000 SF) = 2,403 SF + 1,000 = 22 SPACES
REQUIRED BANK PARKING - (4 SPACES PER 1,000 SF) = 967 SF + 1,000 = 4 SPACES
TOTAL PARKING REQUIRED - 26 SPACES
- PROVIDED PARKING - 10'X19' 21 SPACES
ADA 2 SPACES
TOTAL 23 SPACES
- PROPOSED BUILDING HEIGHT - 19'-0"

SITE COVERAGE CALCULATIONS

Site Area = 0.80 Acres
Existing Impervious Area Parking Lot and Building
0.00 Acres of Pavement
0.00 Acres of Building
Existing Pervious Area
0.80 Acres

Existing percent of Impervious Area Coverage = 0%
Existing Pavement Areas = 0.00 Acres @ 3.54 = 0.00 cfs
Existing Grass Areas = 0.80 Acres @ 1.70 = 1.36 cfs
Total = 1.36 cfs

Proposed Impervious Area Parking Lot and Building
0.55 Acres of Pavement
0.08 Acres of Building
Proposed Green Space
0.17 Acres of Green Space

Proposed Percent of Impervious Area Coverage = 79%
Proposed Impervious Areas
Pavement Areas = 0.55 Acres @ 3.54 = 1.95 cfs
Buildings Areas = 0.08 Acres @ 3.54 = 0.28 cfs
Proposed Pervious Areas
Proposed Grass = 0.17 Acres @ 1.70 = 0.29 cfs
Total Run-off = 2.52 cfs

Differential Run-off: 2.52 cfs (Proposed) - 1.36 cfs (Existing) = 1.16 cfs

CITY COUNCIL APPROVAL:

The Preliminary Site Plan for the Tim Hortons/Regency Bank was approved by the City Council of the City of O'Fallon, Illinois on the ____ day of _____, 20__.

Mayor _____ Date _____

Attest:

City Clerk _____ Date _____

Project Directory

OWNER / DEVELOPER

Show Me Hospitality, LLC
1254 Hanley Industrial Court
St. Louis, MO 63144
314-989-1000
Contact: Eric Sigurson

ARCHITECT

Fox Architects
1 Memorial Drive, Suite 1800
St. Louis, MO 63102
314-621-4343 x-115
Contact: Bob Dunn

CIVIL ENGINEER

Premier Civil Engineering, LLC
308 TCW Court
Lake Saint Louis, MO 63367
314-925-7453
Contact: Debbie Stosz

SURVEYOR

Premier Civil Engineering, LLC
308 TCW Court
Lake Saint Louis, MO 63367
314-925-7456
Contact: David Maxwell

MUNICIPALITY

City of O'Fallon
255 South Lincoln
O'Fallon, IL 62269
618-624-4500
Contact: Justin Randall

UTILITY CONTACTS

City of O'Fallon Water
255 South Lincoln
O'Fallon, IL 62269
618-624-4500 x-3
Contact: T.B.D.

Electric

Ameren Illinois Electric
PO Box 88034
O'Fallon, IL 60680
1-888-659-4540
Contact: T.B.D.

Gas

Ameren Illinois Gas
PO Box 88034
O'Fallon, IL 60680
1-888-659-4540
Contact: T.B.D.

Telephone

AT&T Business Communication Services
1-800-660-3000
Contact: T.B.D.

Fire Department

O'Fallon Fire Department
1215 Taylor Road
O'Fallon, IL 62269
618-624-4515
Contact: Chief Brent Saunders

Sanitary Sewer

Caseyville Township
10001 Bunkum Road
Fairview Heights, IL 62208
618-398-6248
Contact: Jeff Bevirt

EXISTING LEGEND	
○	FOUND IRON PIPE
⊙	SET IRON PIPE (2012007849)
□	FOUND STONE MONUMENT
⊕	FIRE HYDRANT
⊕	WATER VALVE
⊕	WATER METER VAULT
⊕	IRRIGATION CONTROL VALVE
⊕	GAS VALVE
⊕	GAS METER
⊕	LIGHT STANDARD
⊕	CLEAN OUT
⊕	SANITARY SEWER MANHOLE
⊕	STORM SEWER MANHOLE
⊕	STORM SEWER GRATE INLET
○	PIPE BOLLARD
⊕	SIGN
⊕	BUSH
⊕	TREE
⊕	TRAFFIC SIGNAL BOX
⊕	MONITORING WELL
⊕	TEST HOLE
⊕	TELEPHONE LINE MARKER
⊕	ELECTRIC METER
⊕	STORM CURB INLET
⊕	STORM DOUBLE CURB INLET
⊕	AIR CONDITIONER
⊕	DOWN SPOUT
B.O.C. BACK OF CURB	
—E _x —	EX. ELECTRIC (O/H/D)
—E _x —	EX. ELECTRIC (UGRD)
—G _x —	EX. GAS
—W _x —	EX. WATER
—C _x —	EX. COMMUNICATION

PROPOSED LEGEND	
⊕	UTILITY POLE
⊕	FIRE HYDRANT
⊕	VALVE
⊕	WATER METER VAULT
⊕	GAS METER
⊕	LIGHT STANDARD
⊕	CLEAN OUT
⊕	MONITORING WELL
⊕	SANITARY SEWER MANHOLE
⊕	STORM SEWER MANHOLE
⊕	GRATE INLET
⊕	DOUBLE CURB INLET
○	PIPE BOLLARD
⊕	SIGN
⊕	ELECTRIC METER
—UgE—	UNDERGROUND ELECTRIC
—UgT—	UNDERGROUND TELEPHONE
—1.5"W—	1.5" WATER MAIN
—6"W—	6" WATER MAIN
—8"W—	8" WATER MAIN
—G—	GAS LINE
—507—	CONTOUR LINE
D.S.	DOWN SPOUT
A.T.G.	ADJUST TO GRADE
TYP.	TYPICAL

I:\Vault\p\civil\CIVIL_3D_PROJECTS\2015\156801 - TIM HORTONS - O'Fallon, IL\COMMERCIAL\SITE PLAN\COVER SHEET.dwg



NOTE:
Underground utilities and structures have been plotted from available information and therefore, their location must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies before actual construction.

FoxArchitects
1 Memorial Drive
St. Louis, Missouri
Main: 314.621.4343
fox@fox-arch.com

OWNER
Show Me Hospitality, LLC
1254 Hanley Industrial Court
St. Louis, MO 63114
314.989.1000

MEP ENGINEERS (Design/Build)
SSC Engineering
18207 Edison Avenue
Chesterfield, MO 63005
636.530.7770

CIVIL ENGINEERS
Premier Civil Engineering
308 TCW Court
Lake Saint Louis, MO 63367
314.925.7444



Project: **Tim Hortons Cafe & Bake Shop and Reliance Bank**
450 Regency Park
O'Fallon, IL 62269
Sheet No. **COVER SHEET**

Revisions

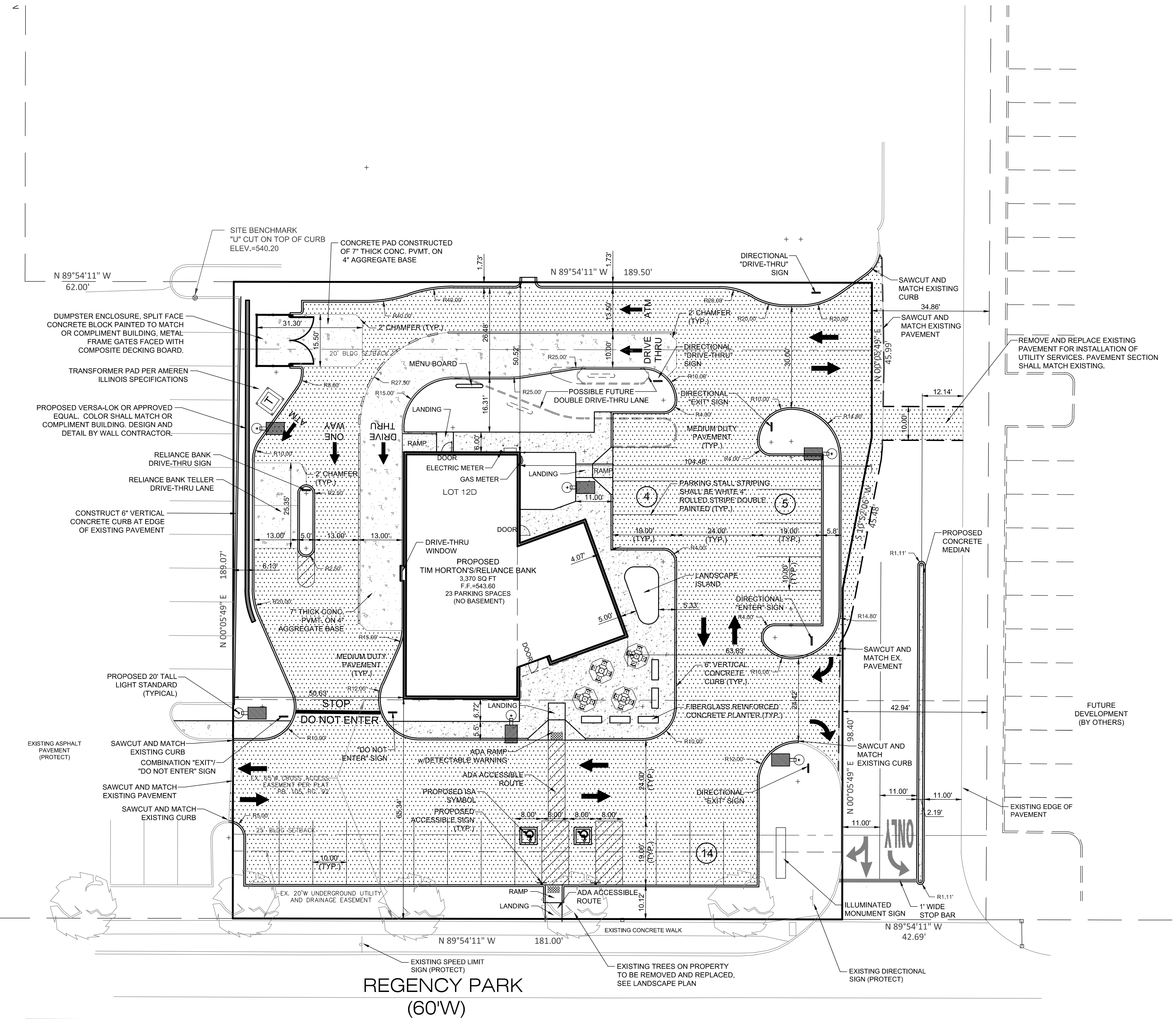
Date **12/04/15**
Sheet No.

C-1

Project No. **1439.02**
Drawn By **DLS**
Checked By **MTF**



NOTE:
Underground utilities and structures have been plotted from available information and therefore, their location must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies before actual construction.



SITE PLAN NOTES:

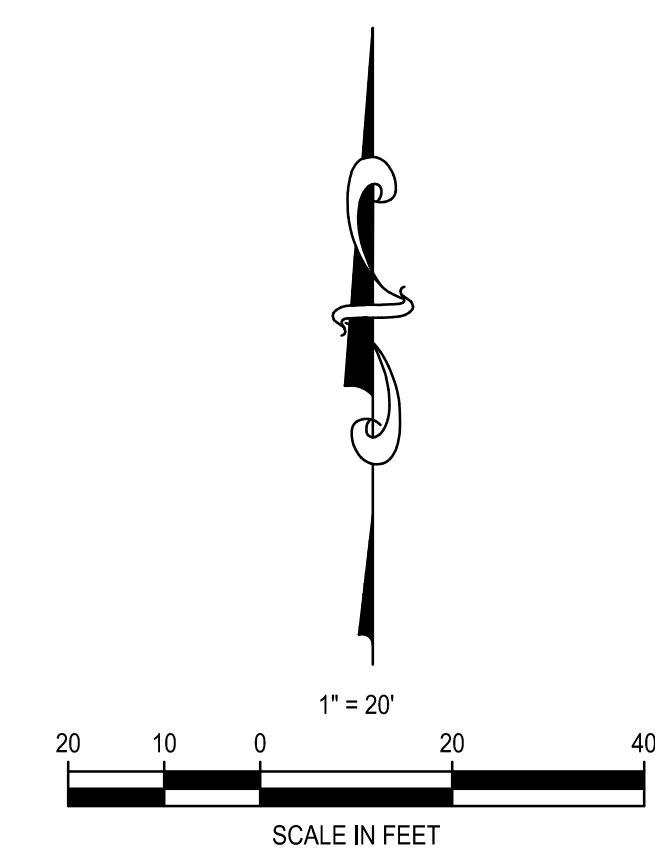
- PRESENT ZONING: B-1 (P) COMMUNITY BUSINESS DISTRICT
- SITE AREA = 0.80 ACRES
- PROPOSED USE - TIM HORTONS CAFE & BAKE SHOP AND RELIANCE BANK
- PROPOSED BUILDING HEIGHT - 19'-0"
- PROPOSED LIGHT POLE HEIGHT AT FINISHED GRADE - 20 FEET
- FRONT YARD - MINIMUM REQUIRED SETBACK, BUILDING: TWENTY-FIVE (25) FEET
- SIDE YARD - MINIMUM REQUIRED SETBACK, BUILDING: NONE (0) FEET
- REAR YARD - MINIMUM REQUIRED SETBACK, BUILDING: TWENTY (20) FEET
- PARKING - MINIMUM REQUIRED SETBACK: NONE
- REQUIRED BAKERY PARKING - (9 SPACES PER 1,000 SF) = 2,403 SF + 1,000 = 22 SPACES
REQUIRED BANK PARKING - (4 SPACES PER 1,000 SF) = 967 SF + 1,000 = 4 SPACES
TOTAL PARKING REQUIRED - 26 SPACES
- PROVIDED PARKING - 10'X19' 21 SPACES
ADA 2 SPACES
TOTAL 23 SPACES
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES NOT LIE WITHIN ANY SPECIAL FLOOD ZONE AREAS ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 17163C0210 D, PANEL 210 OF 555, ST. CLAIR COUNTY, ILLINOIS AND INCORPORATED AREAS DATED NOVEMBER 5, 2003 - THE PROPERTY IS IN ZONE X (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- BUILDING HEIGHT, SITE LIGHTING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE CITY OF OFALLON REQUIREMENTS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND DETAILS.
- DRIVE ENTRANCES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OFALLON SPECIFICATIONS.
- NO ON-SITE ILLUMINATION SOURCE SHALL BE SO SITUATED THAT LIGHT IS CAST DIRECTLY ON ADJOINING PROPERTIES OR PUBLIC ROADWAYS. ILLUMINATION LEVELS SHALL COMPLY WITH THE LIGHTING SECTION OF THE CITY OF OFALLON.
- SIDEWALKS ALONG ACCESSIBLE ROUTE SHALL NOT HAVE A SLOPE EXCEEDING 1:20. SLOPES GREATER THAN 1:20 MUST BE DESIGNED AS A RAMP.
- SIDEWALKS, CURB RAMPS, RAMPS AND ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT APPROVED "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAC), ALONG WITH THE REQUIRED GRADES, CONSTRUCTION MATERIALS, SPECIFICATIONS AND SIGNAGE. IF ANY CONFLICT OCCURS BETWEEN THE ADAAC GUIDELINES AND THE INFORMATION ON THE PLANS, THE ADAAC GUIDELINES SHALL TAKE PRECEDENCE AND THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION.
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO MEET THE CITY OF OFALLON SPECIFICATIONS.
- SEEDING, SODDING, MULCHING, AND PLANTINGS FOR ALL DISTURBED AREAS SHALL BE SPECIFIED ON THE LANDSCAPE PLAN.
- ANY LAND DISTURBANCE ACTIVITY INVOLVING MORE THAN ONE (1) ACRE OR MORE OF LAND IS A MAJOR LAND DISTURBANCE AND THE APPROPRIATE PERMITS MUST BE OBTAINED FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
- ALL HVAC AND MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OF THE RIGHT-OF-WAY AND ADJACENT PARCELS.

PROPERTY DATA

OWNER	SHOW ME HOSPITALITY, LLC
ADDRESS	450 REGENCY PARK O'FALLON, IL 62269
PARCEL ID	0336204017
TOTAL AREA	0.80 ACRES
FIRE DISTRICT	O'FALLON FIRE DISTRICT
ELECTRIC COMPANY	AMEREN ILLINOIS ELECTRIC
GAS COMPANY	AMEREN ILLINOIS GAS
SEWER DISTRICT	CASEVILLE TOWNSHIP
WATER COMPANY	CITY OF OFALLON
TELEPHONE COMPANY	AT&T
CABLE TV COMPANY	CHARTER CABLE
FEMA MAP	17163C0210D - NOVEMBER 5, 2003

PAVEMENT NOTES

- ASPHALT PAVEMENT THICKNESS SHALL BE AS FOLLOWS:
1.5" TYPE "C" SURFACE COURSE
3.5" TYPE "X" BINDER COURSE
6" BASE ROCK
OR ALTERNATE CONCRETE PAVEMENT
- CONCRETE PAVEMENT THICKNESS SHALL BE AS FOLLOWS:
6" PORTLAND CEMENT CONCRETE
4" BASE ROCK
- CONCRETE DUMPSTER PAD AND LOADING AREA PAVEMENT THICKNESS SHALL BE AS FOLLOWS: (UNLESS NOTED OTHERWISE ON PLAN)
7" PORTLAND CEMENT CONCRETE
4" COMPACTED GRANULAR BASE
- THE CONTRACTOR SHALL SUBMIT A PLAN SHOWING THE PROPOSED JOINTING PATTERN TO THE ENGINEER FOR REVIEW PRIOR TO CONCRETE PAVEMENT CONSTRUCTION
- THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT WHEN REPORT HAS BEEN COMPLETED BY GEOTECHNICAL ENGINEER.



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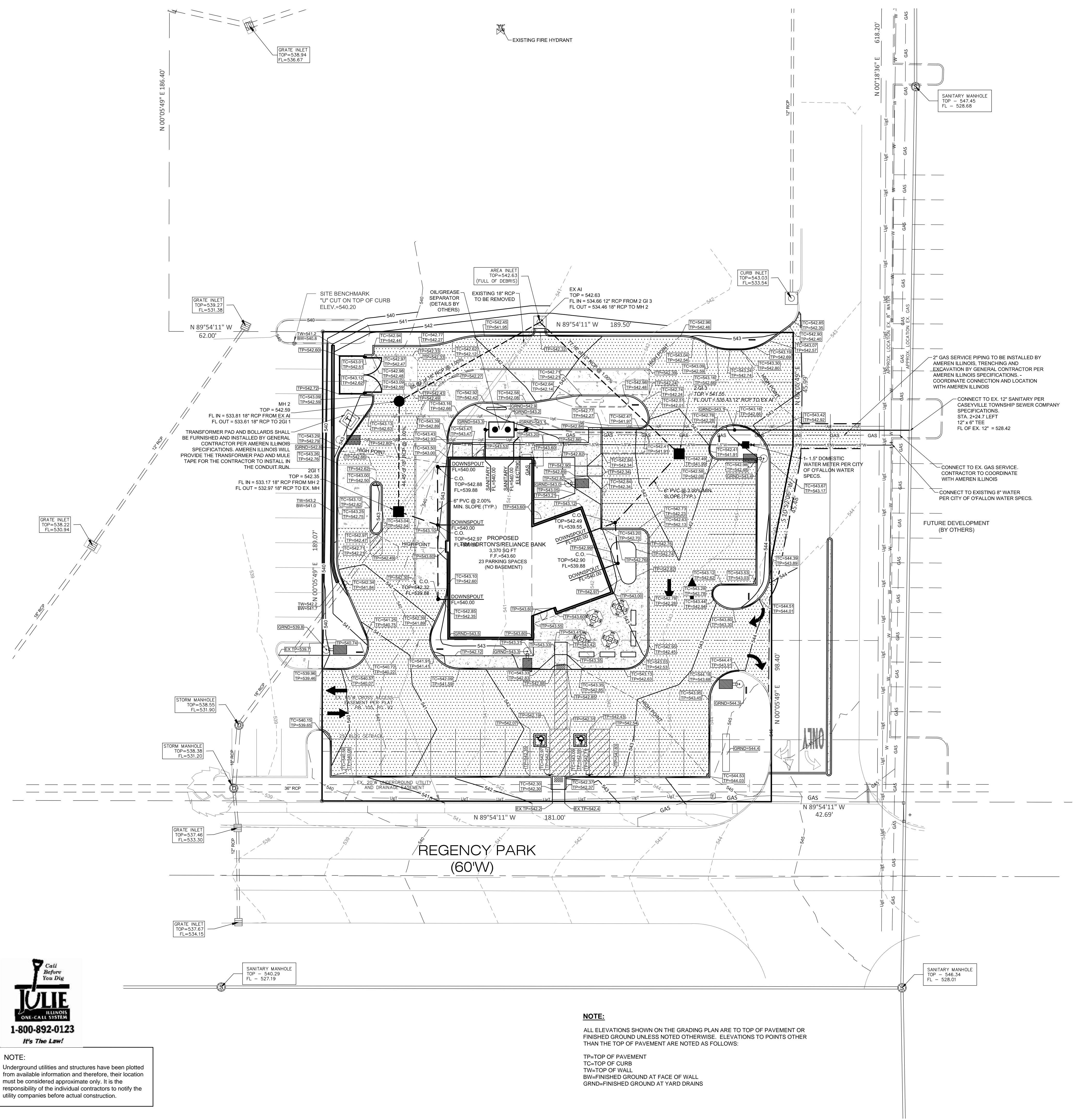
Project
Tim Hortons Cafe & Bake Shop and Reliance Bank
450 Regency Park
O'Fallon, IL 62269
Sheet No.
SITE PLAN

Date **12/04/15**
Sheet No.

Project No. **1439.02**
Drawn By **DLS**
Checked By **MTF**

C-2

\\vault-pc\share\civil\3D PROJECTS\2015\156801 - OFallon, IL\COMMERCIAL\SITE PLAN\UTILITY AND GRADING PLAN.dwg



GRADING NOTES:

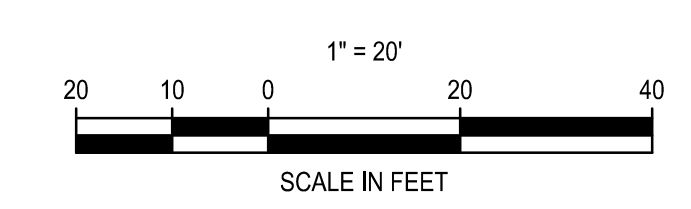
1. THE CONTRACTOR SHALL RESTORE OFFSITE CONSTRUCTION AREAS TO AN EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ALL GRADES SHALL BE WITHIN 0.1 FEET MORE OR LESS OF THOSE SHOWN ON THE GRADING PLAN.
3. NO SLOPE SHALL BE GREATER THAN 3:1 AND SHALL BE EITHER SOODED OR SEEDED AND MULCHED UNLESS OTHERWISE NOTED OR DETAILED.
4. THE CONTRACTOR SHALL FIELD INVESTIGATE THE ENTIRE SITE PRIOR TO HIS BID SUBMITTAL NOTING THE EXISTING VEGETATION AND TREES AND INCLUDING THE REMOVAL AND DISPOSAL OF SAME IN HIS BID.
5. NO AREA SHALL BE CLEARED WITHOUT PERMISSION OF THE OWNER.
6. SILTATION CONTROL WILL BE PROVIDED AS REQUIRED TO PREVENT RUN-OFF. SEE SILTATION CONTROL PLAN AND DETAILS.
7. ALL TRASH, DEBRIS, ORGANIC MATERIAL, REFUSE, FROZEN EARTH, ETC., SHALL BE REMOVED FROM FILL AREAS PRIOR TO THE PLACEMENT OF CONTROLLED FILL. ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL, AND DEBRIS.
8. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL PER THE EROSION AND SEDIMENT CONTROL PLAN AND MAY BE REQUIRED TO PROVIDE ADDITIONAL MEASURES AS REQUESTED BY THE CITY OF OFALLON. SHOULD EROSION CONTROL PLAN PROVE TO BE INSUFFICIENT.
9. CARE SHALL BE EXERCISED IN COMPACTION OF BACKFILL MATERIALS ABOVE THE TOP OF STRUCTURES OR PIPES IN ORDER TO PREVENT DAMAGE TO THE WATERPROOFING MEMBRANES, JOINTS, SEALS AND/OR THE PIPES AND STRUCTURES THEMSELVES. COMPACTION AND PLACING OF BACKFILL AND FILL MATERIALS SHALL BE PERFORMED UNDER THE CONTINUOUS SUPERVISION OF AN APPROVED TESTING LABORATORY. FILL SHALL NOT BE PLACED ON FROZEN GROUND, NOR SHALL FILLING OPERATIONS CONTINUE WHEN THE TEMPERATURE IS SUCH AS TO PERMIT THE LAYER UNDER PLACEMENT TO FREEZE.
10. ALL CITY, COUNTY, AND STATE ROADS SHALL BE KEPT FREE OF DIRT DAILY.
11. FINAL GRADES AT THE PROJECT BOUNDARY SHALL MATCH EXISTING ELEVATIONS UNLESS OTHERWISE SHOWN.
12. THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORM WATER SYSTEMS IN ACCORDANCE WITH THE CITY OF OFALLON AND IEPA STANDARDS.
13. ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH THE CITY OF OFALLON AND IEPA STANDARDS.
14. INTERIM STORM WATER DRAINAGE CONTROL IN THE FORM OF SILTATION CONTROL MEASURES ARE REQUIRED.
15. ANY LAND DISTURBANCE ACTIVITY INVOLVING ONE (1) ACRE OR MORE OF LAND IS A MAJOR LAND DISTURBANCE (MLD) AND A LAND DISTURBANCE PERMIT FOR THE MLD MUST BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS. ANY LAND DISTURBANCE ACTIVITY INVOLVING LESS THAN (1) ONE ACRE IS AN ORDINARY LAND DISTURBANCE AND THE APPROPRIATE PERMIT(S) MUST BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS.
16. G.C. TO BE AWARE THAT A LAND DISTURBANCE PERMIT WILL BE REQUIRED. SITE PLAN/APPAL APPROVAL IS NOT TO BE CONSTRUED AS APPROVAL OF A LAND DISTURBANCE PERMIT.
17. ALL UTILITY SPOLS SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S BID. GENERAL CONTRACTOR SHALL COORDINATE WITH THE EXCAVATOR AND UTILITY INSTALLER.

UTILITY NOTES:

1. ALL FILL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
3. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3'-6" COVER ON ALL WATERLINES AND 3'-6" ON ALL SANITARY SEWER LINES.
4. CONTRACTOR SHALL COORDINATE WITH BUILDING ARCHITECT AND TELEPHONE COMPANY FOR EXACT LOCATIONS OF TELEPHONE ENTRY TO THE BUILDING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONDUITS, PULL WIRES, TRENCHING, BACKFILL, ETC. REQUIRED BY TELEPHONE CO.
5. EXISTING UTILITIES SHALL BE FIELD VERIFIED PRIOR TO INSTALLATION OF ANY NEW LINES.
6. REFER TO INTERIOR MECHANICAL, ELECTRIC AND PLUMBING DRAWINGS FOR TIE-IN LOCATIONS FOR UTILITIES.
7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
8. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.
9. CONTRACTOR SHALL COORDINATE WITH BUILDING ARCHITECT AND AMEREN ILLINOIS FOR EXACT LOCATION OF GAS ENTRY. G.C. TO INCLUDE IN BID FOR CONTRACTOR. ANY GAS PIPING, CONDUITS, TRENCHING, BACKFILLING, ETC. REQUIRED BY AMEREN ILLINOIS.
10. CONTRACTOR SHALL COORDINATE WITH BUILDING ARCHITECT AND AMEREN ILLINOIS FOR EXACT LOCATION OF ELECTRIC ENTRY. G.C. SHALL INCLUDE FOR ANY CONDUITS, TRENCHING, BACKFILLING, CABLES, ETC. REQUIRED BY AMEREN ILLINOIS IN HISHER BID.
11. SEE MEP PLANS FOR GAS SERVICE SIZING.
12. ALL UTILITY SEWER TRENCH BACKFILL SHALL HAVE GRANULAR BACKFILL AND BE MECHANICALLY COMPACTED.
13. THE CONTRACTOR SHALL VERIFY THE LOCATION, CONDITION AND ELEVATION OF ALL PROPOSED SEWER CONNECTION POINTS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES THAT WOULD INTERFERE WITH THE PROPOSED SEWER DESIGN SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
14. THE EXISTING INLETS NOTED ARE TO BE INSPECTED BY THE CITY OF OFALLON AND A DETERMINATION MADE IF REPLACEMENT IS NEEDED. EXISTING TOP OF STRUCTURES AND ALL FLOWLINES OF STRUCTURES ARE TO BE REPLICATED PER PLANS IF REPLACEMENT IS REQUIRED. CONTRACTOR TO INCLUDE REMOVAL AND REPLACEMENT OF STRUCTURES IN BID.
15. ALL PERMIT FEES AND COSTS ASSOCIATED WITH BRINGING UTILITY, SEWER AND WATER SERVICES TO THE BUILDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL FEES AND COSTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
16. G.C. IS TO PROVIDE TRENCH, WIRE, AND CONDUIT FOR TELEPHONE AND ELECTRICAL SERVICES. BACKFILL AND GRADE SMOOTH FOR A COMPLETE TELEPHONE AND ELECTRIC INSTALLATION.
17. G.C. TO PROVIDE OPENING FOR ILLINOIS AMERICAN WATER COMPANY TO MAKE TAP. G.C. IS ALSO TO PROVIDE TRENCH, BACKFILL, AND GRADE SMOOTH FOR A COMPLETE WATER LINE INSTALLATION.
18. ALL LANDSCAPE ISLANDS AND GREEN SPACE INCLUDING THE RIGHT-OF-WAY, SHALL BE IRRIGATED. SEE LANDSCAPE PLAN FOR AREAS TO BE IRRIGATED.
19. THE CONTRACTOR SHALL INCLUDE FOR TELEPHONE INSTALLATION COSTS BY THE LOCAL PHONE COMPANY IN HISHER BID.
20. THE CONTRACTOR SHALL INCLUDE THE COST ESTIMATE PROVIDED BY AMEREN ILLINOIS IN HISHER BID FOR THE RELOCATION OF ANY OVERHEAD ELECTRIC OR GUY WIRES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE CITY OF OFALLON PUBLIC WORKS DEPARTMENT FOR THE PROPOSED STORM AND SANITARY INFRASTRUCTURE FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
22. ANY DISTURBED SIDEWALK SHALL BE FULL SLAB REPLACEMENT.
23. EXISTING SANITARY SERVICE SHALL NOT BE INTERRUPTED.
24. IRRIGATION PLAN WILL BE BY OTHERS. ALL REQUIRED CONDUIT UNDERNEATH THE PAVEMENT SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND INSTALLED PRIOR TO CURB AND PAVEMENT INSTALLATION.
25. ALL CONNECTIONS TO PUBLIC WATER SHALL BE AS REQUIRED BY THE CITY OF OFALLON WATER.
26. CONNECTION TO PUBLIC SEWER MAINS SHALL BE AS REQUIRED BY CASEVILLE TOWNSHIP SANITARY. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE PROVIDER PRIOR TO CONNECTION TO PUBLIC SEWERS.

NOTE:
ALL ELEVATIONS SHOWN ON THE GRADING PLAN ARE TO TOP OF PAVEMENT OR FINISHED GROUND UNLESS NOTED OTHERWISE. ELEVATIONS TO POINTS OTHER THAN THE TOP OF PAVEMENT ARE NOTED AS FOLLOWS:

TP=TOP OF PAVEMENT
TC=TOP OF CURB
TW=TOP OF WALL
BW=FINISHED GROUND AT FACE OF WALL
GRND=FINISHED GROUND AT YARD DRAINS



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Utility and Grading Plan

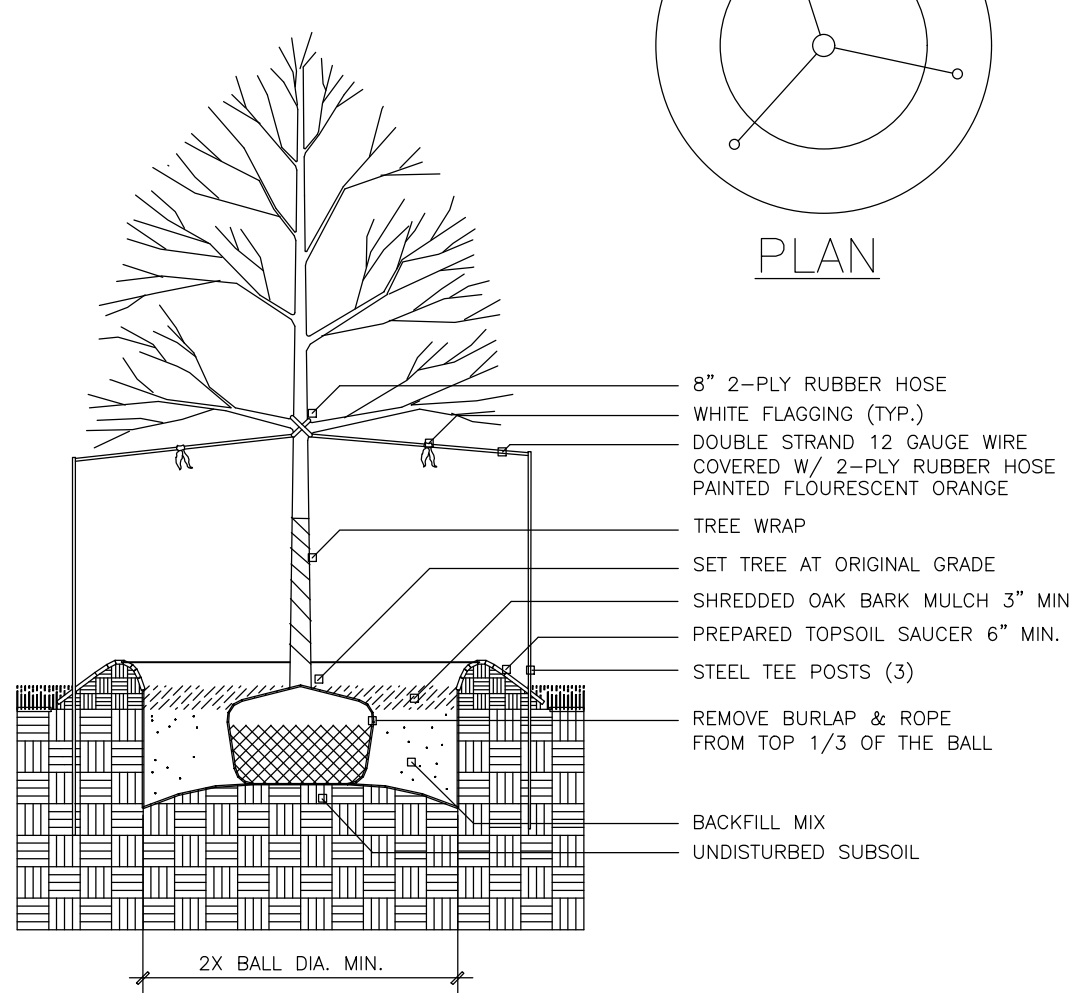
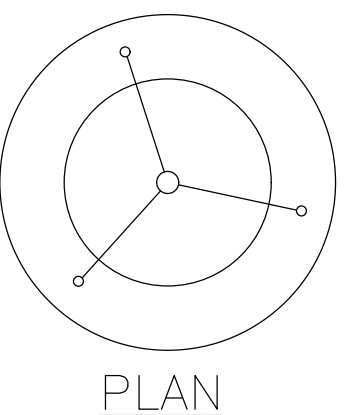
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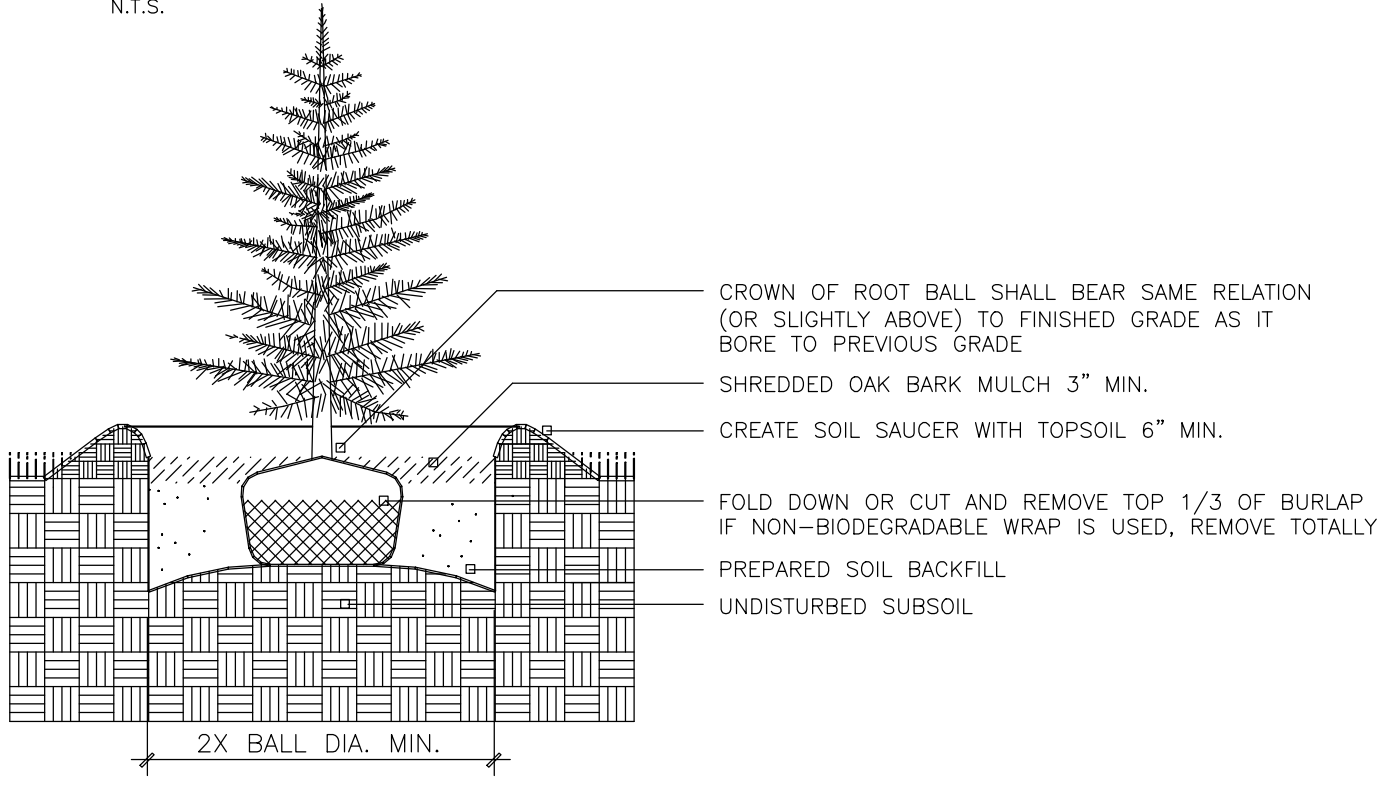
Project No. 1439.02
Drawn By: DLS
Checked By: MTF



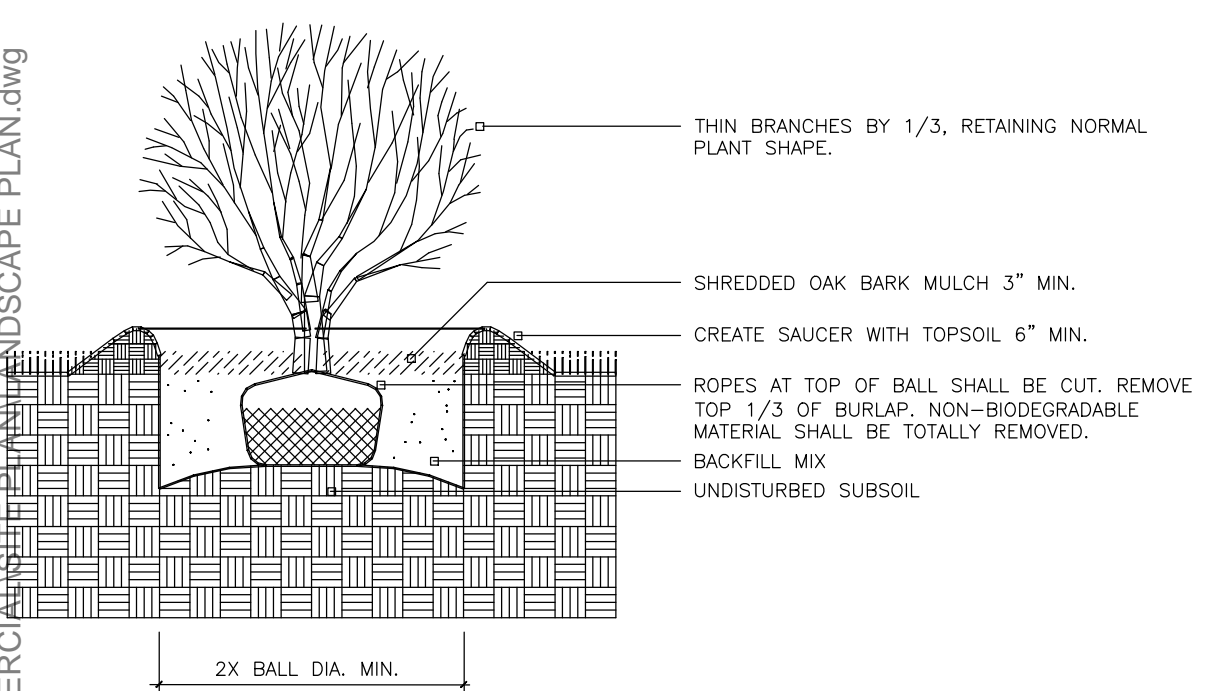
NOTE:
Underground utilities and structures have been plotted from available information and therefore, their location must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies before actual construction.



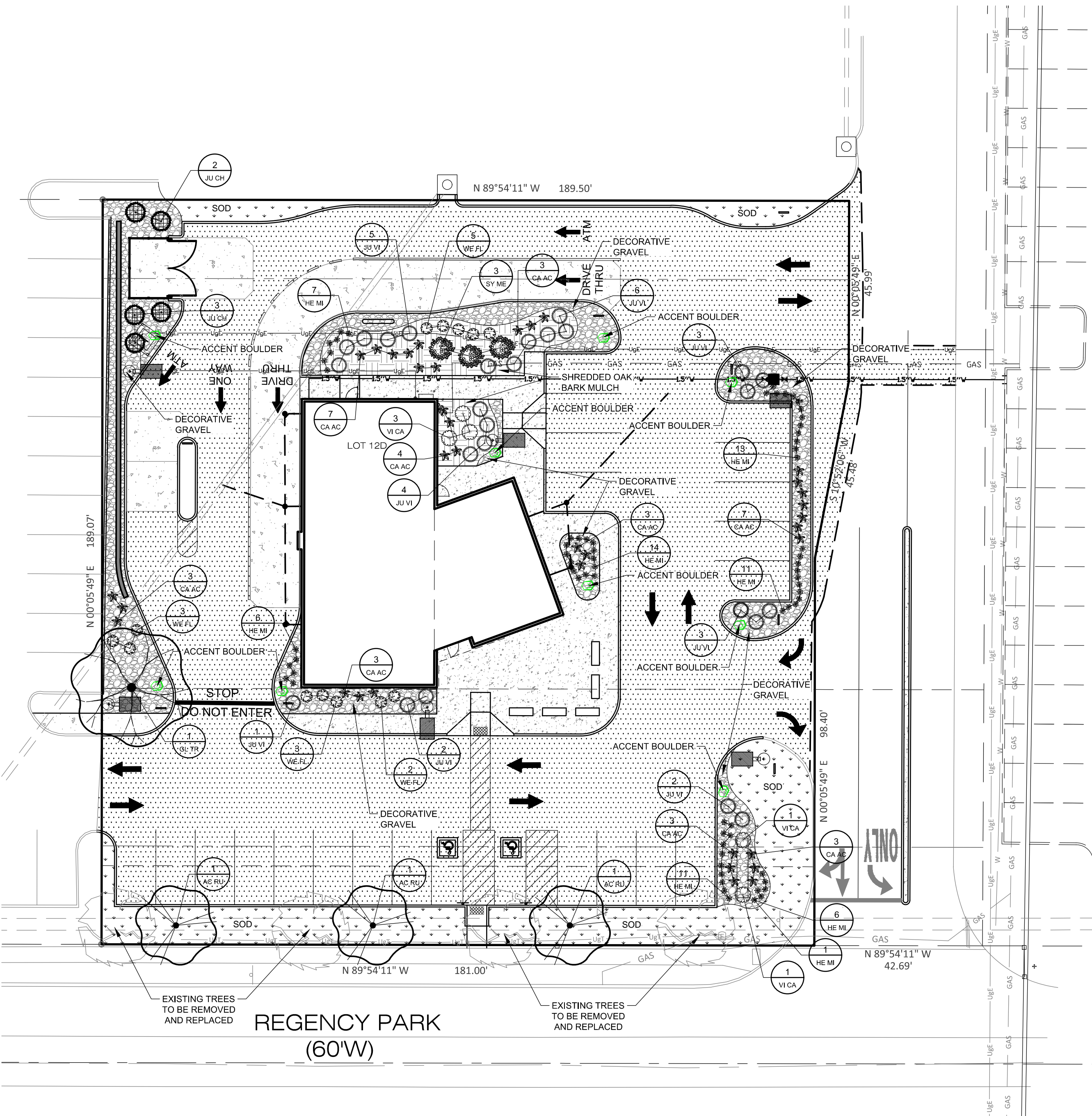
DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



REGENCY PARK (60'W)

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AC RU	3	Acer rubrum 'October Glory'	OCTOBER GLORY MAPLE	B & B	1.5"-2.0"	8' H X 10' W
	GL TR	1	Gleditsia triacanthos 'Skyline'	SKYLINE HONEY LOCUST	B & B	1.5" CAL	6'-7'
	JU CH	5	Juniperus chinensis 'Keteleeri'	KETELEERI CHINESE JUNIPER	B & B		4-6'
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE		
	CA AC	36	Calamagrostis x acutiflora 'Karl Foerster'	FEATHER REED GRASS	5 GAL		
	HE MI	68	Hemerocallis middendorffii	DAYLILY	1 GAL		
	JU VI	27	Juniperus virginiana 'Grey Owl'	EASTERN REDCEDAR	5 GAL		
	SY ME	3	Syringa meyeri 'Palibin'	DWARF KOREAN LILAC	5 GAL		
	VI CA	5	Viburnum carlesii 'Compactum'	KOREAN SPICE VIBURNUM	5 GAL		
	WE FL	13	Weigela florida 'Dark Horse'	WEIGELA	5 GAL		

LANDSCAPE GUIDELINE SPECS.

- GENERAL:
- All landscape material shall conform to the City of O'Fallon, IL standards.
 - All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing vegetation or structures from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to the public.
 - The landscape contractor shall be responsible for any coordination with other site related work being performed by other contractors. Refer to architectural drawings for further coordination of work to be done.
 - Underground facilities, structures and utilities must be considered approximate only. There may be others not presently shown or known. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of all utilities. (Call JULIE, 1-800-892-0123)
 - Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to a depth of 6" minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
 - It shall be the landscape contractor's responsibility to:
 - Verify all existing and proposed features shown on the drawings prior to commencement.
 - Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
 - Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect prior to installation.
 - Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
 - Provide single-stem trees unless otherwise noted in plant schedule.
 - All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock".
 - It shall be the contractor's responsibility to provide for inspection of the plant material by the landscape architect prior to acceptance. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
 - All bids are to have unit prices listed. The owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract.
 - All plant material to be transplanted shall be in accordance to guidelines set by AAN standards. Transplanted material will not be guaranteed by the landscape contractor.

- INSURANCE:
- The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.

- MULCH:
- All mulch to be shredded oak bark mulch at 3" depth after compaction (unless otherwise noted). Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
 - No plastic sheeting or filter fabric shall be placed beneath shredded oak bark mulch beds. Mirafi fabric shall be used beneath all gravel mulch beds.
 - Landscape beds that have decorative gravel and mulch within the same area, and landscape beds not bordered by concrete curbing or walks shall be edged with permatoc aluminum landscape edging, proline series, color black.

- MAINTENANCE:
- Landscape contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
 - Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.

- TOPSOIL:
- Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Roto-till topsoil mix to a depth of 6" minimum and grade smooth.
 - Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the percentage (%) of organic matter, inorganic matter, deleterious material, pH and mineral content.
 - Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material.
 - Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded oak bark mulch.

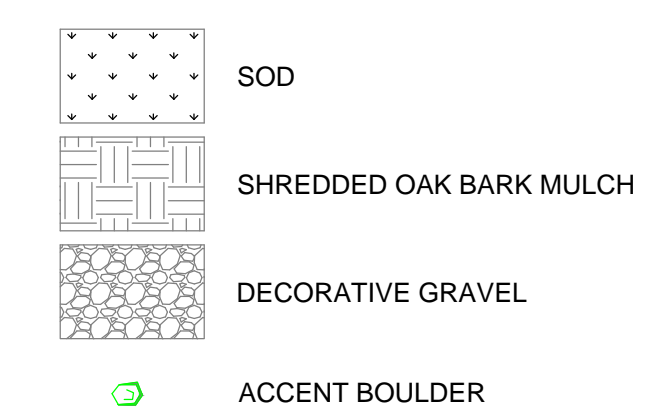
- MISC. MATERIAL:
- Provide stakes and deadman of sound, new hardwood, free of knotholes and defects.
 - Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

- TURF:
- All disturbed lawn areas to be sodded with a turf-type fescue, cut at a uniform thickness of 3/8". No broken pieces, irregular pieces or torn pieces will be accepted. Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance.
 - Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
 - All sod shall be placed a maximum of 24 hours after harvesting.
 - Recondition existing lawn areas damaged by contractor's operations including equipment/ material storage and movement of vehicles.
 - Sod contractor to ensure sod is placed below sidewalk and all paved area elevations to allow for proper drainage.
 - Off-site land disturbed shall be sodded.

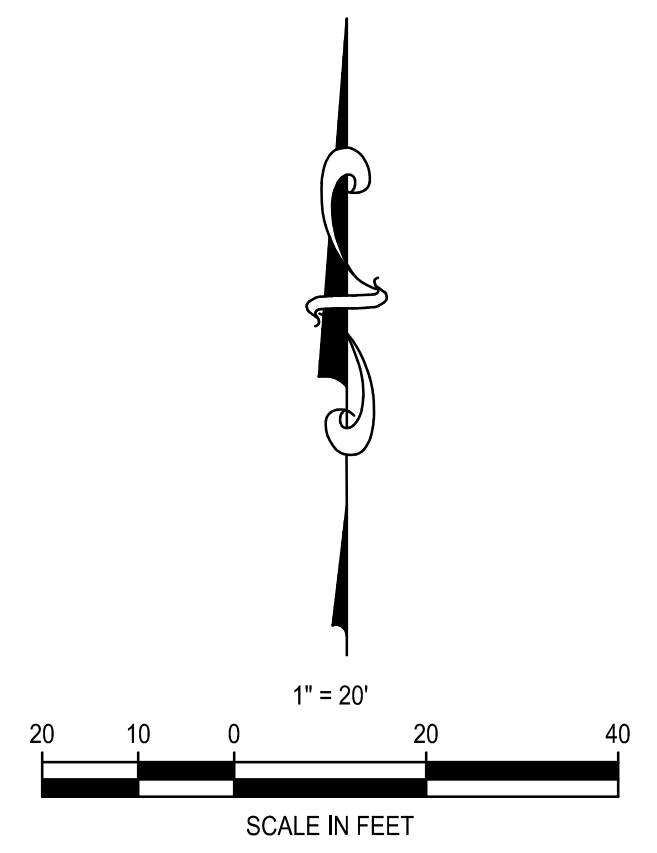
- SIGHT TRIANGLES:
- No landscape material or other obstructions shall be placed or be maintained within the sight distance area so as not to impede the vision between a height of thirty inches (30") and ten feet (10') above the adjacent street or paving surfaces.
 - The triangle adjacent to street intersections shall be formed by measuring from the point of intersection of the front and side lot lines a distance of 20' minimum along said front and side lot lines and connecting the points so established to form the sight triangle area.

- WARRANTY:
- All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after installation at 100% of the installed price.
 - Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for the plant.
 - Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with warranty.
 - Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.

- IRRIGATION:
- This site shall not have irrigation.



Note:
Shredded Oak Bark Mulch to be used for all planting beds and rings around trees (per detail) 3 inches thick after compaction.



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It's The Law!

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Project
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450 Regency Park
O'Fallon, IL 62269
Sheet No. **LANDSCAPE PLAN**

Revisions

Date **12/04/15**
Sheet No.

Project No. **1439.02**
Drawn By **DLS**
Checked By **MTF**

City of O'Fallon P&Z

Floor Plan



Parking Calculations

Bakery	Bank
2,403 GFA	967 GFA
9/1000 Parking	4/1000 Parking
21.6 spaces	+ 3.9 spaces = 25.5 (26)

Occupancy Calculations (restrooms)

Bakery	Bank
1,091 GFA	902 GFA
Equipment	B-Business
200 sf/p = 5.46 p	100 sf/p = 9.02 p

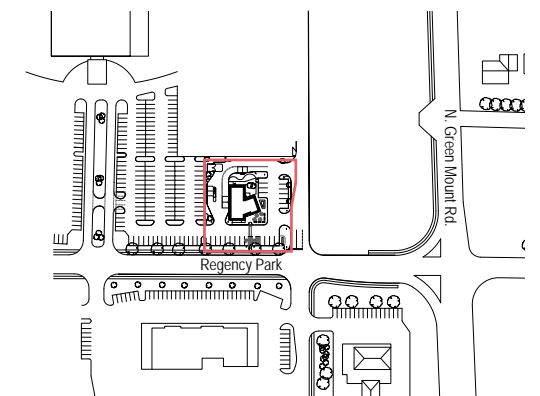
A2 Restaurant
 844 GFA
 15 sf/p = 65.27 p

None Occupied Spaces
 468 + 65 = 533 GFA
 0 sf/p = 0 p

Total People 70.75 p **(71)**

Building

3,370 GFA
 46 Seats Shown

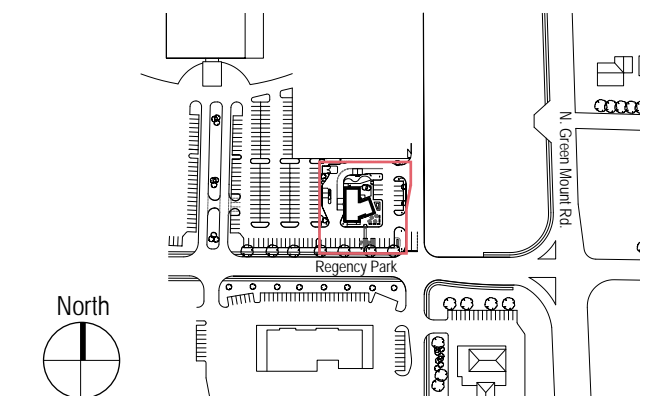


City of O'Fallon P&Z

Site Design

Keyed Notes:

1. Internally illuminated monument, see detail.
2. Internally illuminated buildings sign, TH logo.
3. Not shown this view.
4. Internally illuminated buildings sign, Bank logo and text.
5. TH internally illuminated menu boards.
6. Patio seating with TH logo umbrellas.
7. Standard TH buff color thin brick.
MFR: Endicott Thin Brick and Tile LLC
Product: Thin Brick
Color: Light Sandstone Velour
8. Standard TH stone veneer.
MFR: Versetta Stone
Product: Boral Stone
Color: Terra Rosa
9. EIFS final coat to match TH French Roast.
MFR: Sherwin Williams
Number: SW6069
Color: French Roast
10. Bank teller drive-thru.
11. RTU's are screen from primary street views by EIFS sign bands.
12. Trash enclosure; split face concrete block painted; to match TH French Roast with metal frame gates faced with composite decking board.
MFR: ArmorGuard 1x6
Product: Composite Decking Board
Color: Brazilian Walnut
13. New ADA Access Curb Cut.
14. Donut Delivery Parking.



A5

FoxArchitects

December 03, 2015 | ©2015 Fox Architects

City of O'Fallon P&Z

Building Design

Building design to standard TH store adds stone to building entry equally on the bakery side and bank side. Tim Hortons standards for sign bands and branding elements in the "French Roast" color are expressed in an EIFS finish coat to accommodate the city of O'Fallon's requirements. Stone is added at the base under the EIFS material throughout the exterior envelope of the building. Thin brick "Tera Rosa" is used as the primary exterior building material.



Top view is from southeast street corner at entry



View to right is from southwest site corner at Drive-Thru



City of O'Fallon P&Z

Building Design



Keyed Notes:

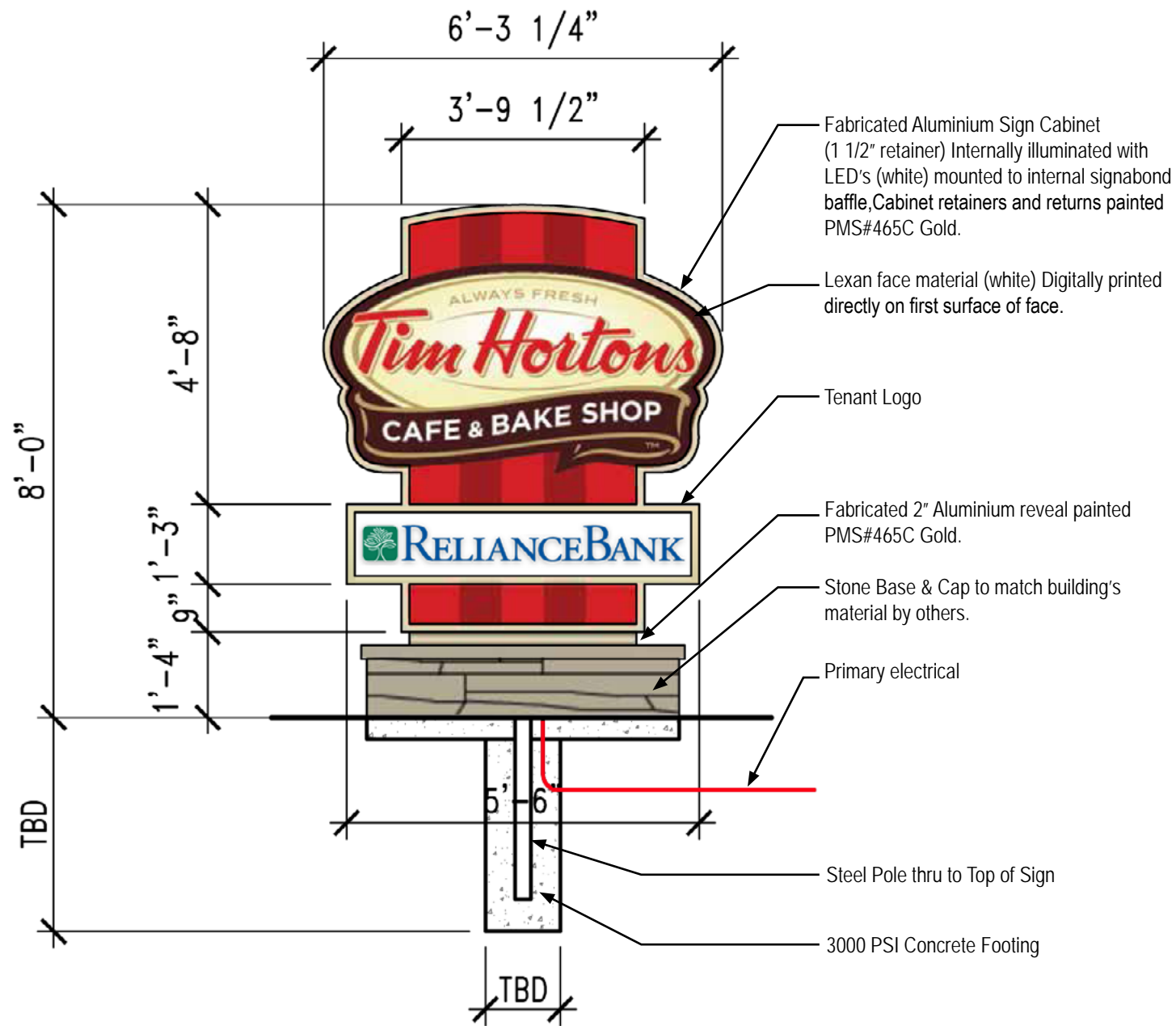
1. Internally illuminated monument sign, see detail.
 2. Internally illuminated building sign, TH logo.
 3. Internally illuminated building sign, TH text.
 4. Internally illuminated building sign, Bank logo and text.
 5. TH internally illuminated menu boards.
 6. Patio seating with TH logo umbrellas.
 7. Standard TH buff color thin brick.
MFR: Endicott Thin Brick and Tile LLC
Product: Thin Brick
Color: Light Sandstone Velour
 8. Standard TH stone veneer.
MFR: Versetta Stone
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Color: Terra Rosa
 9. EIFS final coat to match TH French Roast.
MFR: Sherwin Williams
Number: SW6069
Color: French Roast
- (Refer to previous sheets for keyed notes 10-14)

Top view is from northeast corner of site at Bank Drive-Thru



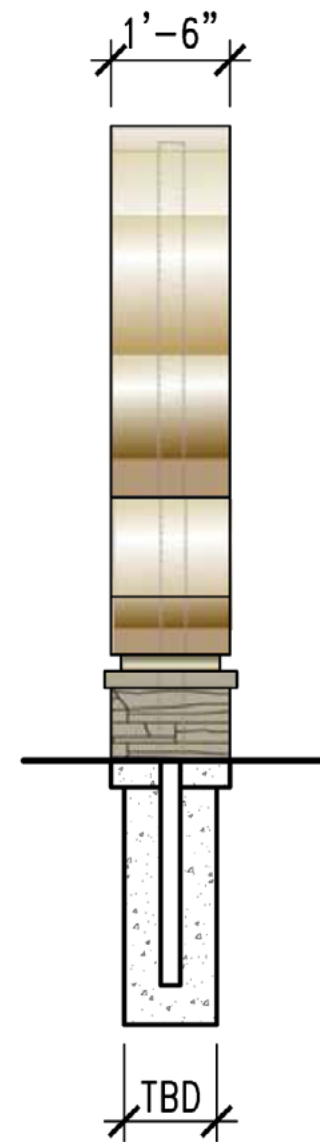
View to right is from northwest corner of site at Bakery Drive-Thru





Monument Sign Elevation

Scale: NTS



Side Elevation

Scale: NTS

Sign Area Calculation:

(Frontage 178') x 0.4= 71.2 SQ FT Sign
Proposed Sign = 39 SQ FT Sign (including base)

Electrical Detail: Logo Cabinet

- (6) White LED Light engines, Permlight Linearray 6500K
- (2) 150w Drivers GLED150-350LC @ 1.40 amps each
Total Amps: 2.80
- (1) 20 amp 120V Circuit Req.

General Electrical Notes:

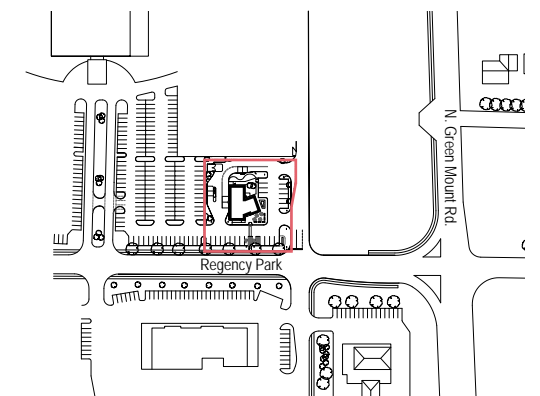
- This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
- 1) Grounded and bonded per NEC 600.7/NEC 250
 - 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
 - 3) Sign is to be UL listed per NEC 600.3
 - 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer*
*For multiple signs, a disconnect is permitted but not required for each section
 - 5) Electrical feed to be supplied by general contractor

	Tim Horton's
Type:	Monument Sign
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	39

Color Specifications:	
Pantone #465C Gold	Pantone #485C Red
Pantone #9120C Cream (Gradient)	Pantone #7622C Dark Red
Pantone #4975C Dark Brown	White

Specifications
See elevation detail

MODEL#
KEY-MON



City of O'Fallon P&Z Signage Calculations



West Elevation at Drive-Thru

Total West Elevation at Drive-Thru is
1,145.90 sf
Tim Hortons Sign is 27.51 sf



South Elevation facing Regency Park

Total South Elevations facing Regency Park is
1,194.14 sf
Tim Hortons Sign is 32.58 sf
Reliance Bank Sign is 30.30 sf

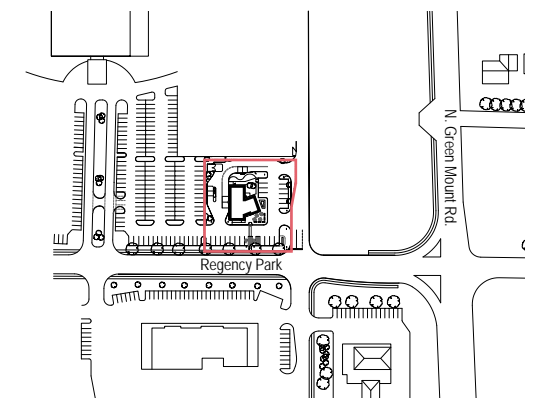


East Elevation facing Outer Road

Total East Elevation facing the Outer Road is
1,225.28 sf
Tim Hortons Sign is 32.58 sf
Reliance Bank Sign is 21.44 sf
Tim Hortons Sign is 32.58 sf

Building

3,370 GFA



A12

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City of O'Fallon P&Z

Tim Hortons Signage Standards

Gotham Book

ABCDEFGHIJKLMNO
PQRSTUVWXYZ
abcdefghijklmno
pqrstuvwxyz
1234567890

Gotham Bold

ABCDEFGHIJKLMNO
PQRSTUVWXYZ
abcdefghijklmno
pqrstuvwxyz
1234567890



Logo Color Breakdown



1:2 Proportions 3 sq.ft.



Note: directional signage is not internally illuminated



Pantone® Matching System (PMS)

Pantone 485C Pantone 7622C Pantone 4975C Pantone 465C Pantone 9120C

CMYK Equivalents

00 Cyan	15 Cyan	36 Cyan	07 Cyan	06 Cyan
93 Magenta	95 Magenta	84 Magenta	27 Magenta	02 Magenta
95 Yellow	96 Yellow	59 Yellow	55 Yellow	28 Yellow
09 Black	39 Black	83 Black	22 Black	00 Black

RGB Equivalents

239 Red	141 Red	52 Red	190 Red	240 Red
56 Green	28 Green	00 Green	153 Green	237 Green
41 Blue	21 Blue	12 Blue	105 Blue	195 Blue

Vinyl- Awning Color

3M™ Tomato Red 180C-13, 7725-13 7125-13	3M™ Deep Red 180C-23, 7725-63 7125-23
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PMS Option



CMYK Overprint Option



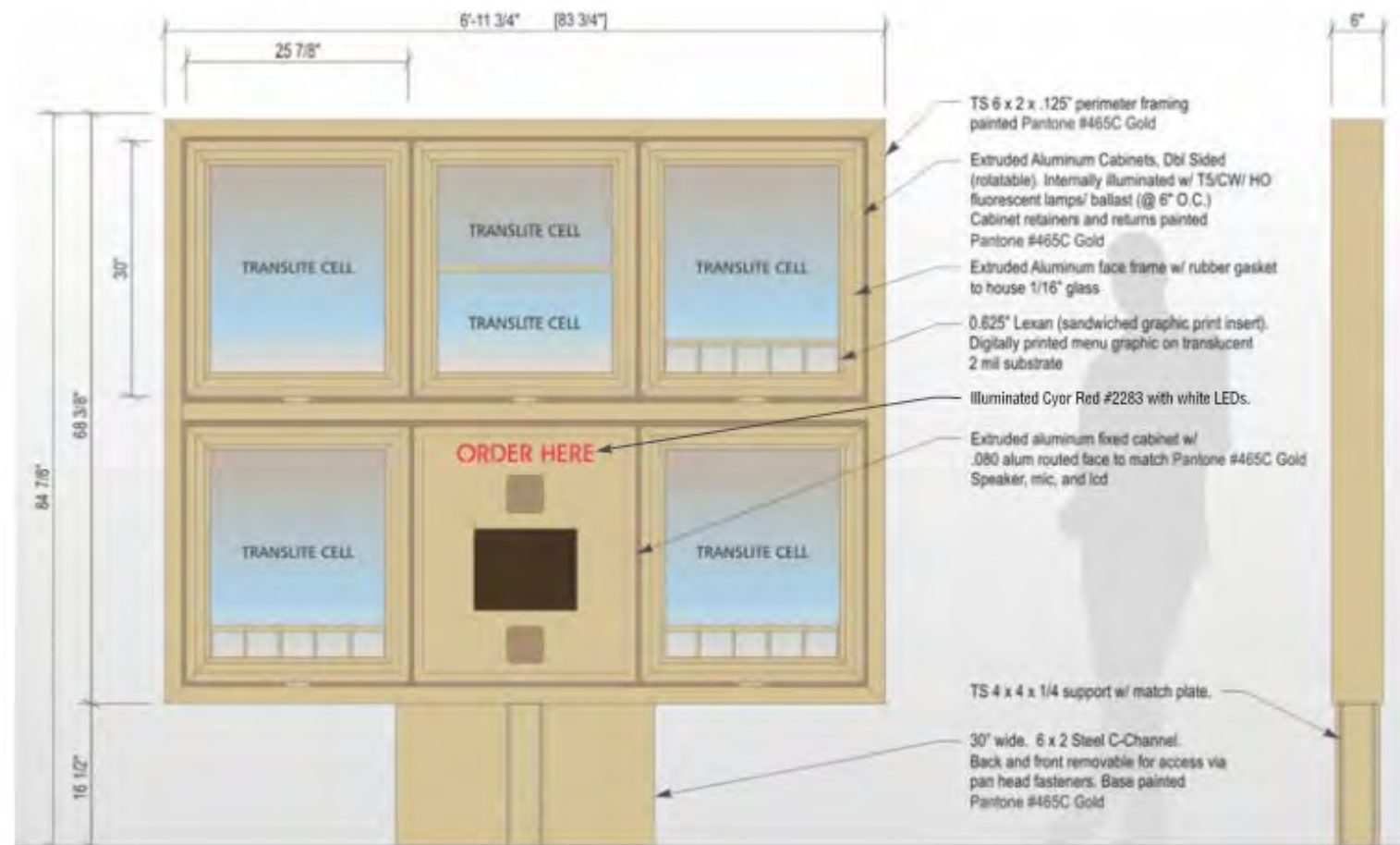
Awning Vinyl



A10

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December 03, 2015 | ©2015 Fox Architects

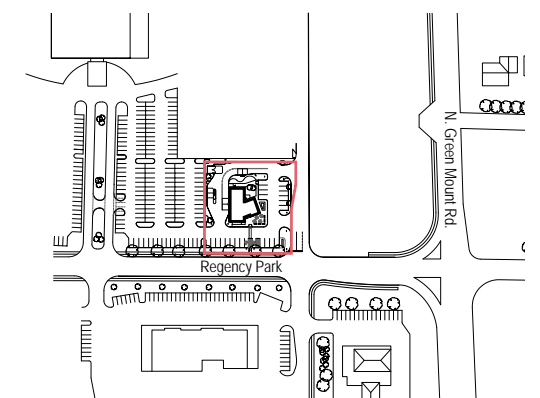


Menu Board Elevation
Scale: NTS

Side Elevation
Scale: NTS

	Drive-Thru Menu Board
Type:	(6) Panel Menu Board w/ Comm System. Extruded aluminum construction
Illumination:	Internal Fluorescent Lamp
Actual Size:	67 5/8" H x 83 3/4" W overall
Square Footage:	39.77

Color Specifications:	
 Pantone #465C Gold	 Cyro Red #2283



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: December 31, 2015
Subject: Invoices for January 4, 2016
Amount: \$1,095,367.70
Warrant: #340

Attached, for the Finance Committee's and the City Council's approval, is the bills list for January 4, 2016 in the amount of \$1,094,814.04 as well as \$132.00 for Seasonal Park Payments, \$150.00 for Parks Refunds and \$271.66 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 January 4, 2016
Warrant #340

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 5th of January, 2016. 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	AP Warrant FY 2016				
2	Invoice Due Date.Date mm-dd-yyyy	01/05/2016			
3					
4	Invoice Amount				
5	Vendor Name	Invoice Number	Invoice Description	Date mm-dd-yyyy	Total
6	Advertiser Press Co	11303	CDD-Envelopes, Window Envelopes	12/16/2015	\$553.00
7	Advertiser Press Co Total				\$553.00
8	AMW Clothing & Sports	112015	EMS-Embroidered Blankets	11/20/2015	\$40.00
9	AMW Clothing & Sports Total				\$40.00
10	Anderson Pest Solutions	3625610	PD/EMS-Pest Control	12/14/2015	\$167.32
11		3625621	PD-Firing Range Pest Control	12/14/2015	\$48.35
12	Anderson Pest Solutions Total				\$215.67
13	Aramark Uniform Services	452-0554000	PD/EMS-Mat Service	12/17/2015	\$37.20
14		452-0579125	PD/EMS-Mat Service	12/24/2015	\$37.20
15	Aramark Uniform Services Total				\$74.40
16	AT&T	1105-120415	Local Charges	12/04/2015	\$915.12
17		618622611912	618 622-6119 902 2	12/19/2015	\$4.32
18		618628691712	618 628-6917 330 7	12/04/2015	\$80.00
19	AT&T Total				\$999.44
20	AT&T Long Distance	Nov 2015	Long Distance Phone Charges	12/06/2015	\$742.76
21	AT&T Long Distance Total				\$742.76
22	Baisch & Skinner Inc	EPOS005000054095	Pks/Rec-Dogwood Tips, Winterberry XL	11/29/2015	\$248.70
23	Baisch & Skinner Inc Total				\$248.70
24	Bank of Edwardsville, The	122115	PD-Loan 1052918849 Pmt	12/21/2015	\$2,691.43
25	Bank of Edwardsville, The Total				\$2,691.43
26	Banner Fire Equip Inc	440516	FD-Replacement Battery	12/10/2015	\$459.50
27	Banner Fire Equip Inc Total				\$459.50
28	Bobcat of St Louis	P24440	Pks/Rec-Filters EL, Oil Engine Filter	12/17/2015	\$119.99
29	Bobcat of St Louis Total				\$119.99
30	Bound Tree Medical LLC	81994485	EMS-Electrode ECG, IV Start Kits, Paper	12/10/2015	\$152.77
31	Bound Tree Medical LLC Total				\$152.77
32	Butler Supply Co	12232679	Pks/Rec-Marquee Bulbs for Sign	12/15/2015	\$104.30
33	Butler Supply Co Total				\$104.30
34	C4 2016 Winter Bash	122915	Pks/Rec-6th Annual Winter Bash Basketball Tourney	12/29/2015	\$195.00
35	C4 2016 Winter Bash Total				\$195.00
36	Charter Communications	108719-12/14/15	EconDev-12/22-01/21/16 Business TV Svc	12/14/2015	\$11.43
37		304029-12/9/15	Pks/Rec-Initial Phone Hookup, Monthly Svc Chg	12/09/2015	\$129.09
38		316841-12/08/15	IT-Analog Phone Line Install at CH Annex, Monthly Svc Chg	12/08/2015	\$159.08
39		316916-12/8/15	FD-Analog Phone Line Install, Monthly Svc Chg	12/08/2015	\$129.09
40		316924-12/9/15	Swr-Analog Phone Line Install, Monthly Svc Chg	12/09/2015	\$159.08
41		316957-12/9/15	FD-Analog Phone Line Install at FH #2, Monthly Svc Chg	12/09/2015	\$159.08
42		316973-12/10/15	CH-Analog Phone Line Install, Monthly Svc Chg	12/10/2015	\$159.08
43		317120-12/8/15	PSB-Analog Phone Line Install	12/08/2015	\$99.10

	A	B	C	D	E
44	Charter Communications	318383-12/07/15	IT-CH Side of Fiber Connection to Wtr Twr & CH Backup Internet	12/07/2015	\$1,200.80
45	Charter Communications Total				\$2,205.83
46	Clemons, Ebony	122115	TUITION REIMBURSEMENT	12/21/2015	\$3,182.85
47	Clemons, Ebony Total				\$3,182.85
48	Cletes Auto Repair	84292	PD-Svc on 2014 Ford Taurus, Unit 22	12/15/2015	\$1,144.08
49		84371	PD-Svc on 2014 Ford Taurus, Unit 22	12/21/2015	\$60.00
50	Cletes Auto Repair Total				\$1,204.08
51	Commerce Bank	AD112715-1	EconDev-Fitbit's	11/10/2015	\$1,249.93
52		AD112715-2	EconDev-Fitbit's	10/29/2015	\$1,799.90
53		AD112715-3	Pks/Rec-Office Supplies	11/03/2015	\$139.97
54		AD112715-4	Pks/Rec-Monthly Subscription	11/03/2015	\$26.00
55		AD112715-5	Pks/Rec-Monthly Adobe ID Creative	11/11/2015	\$29.99
56		AD112715-6	Pks/Rec-Lunch for Stat Plan P Meeting	11/24/2015	\$28.49
57		AD112715-7	Pks/Rec-P Meeting KIXX Stat Plan	11/25/2015	\$9.99
58		BS112715-1	FD-Volunteer Combination Offices Committee Tng Lodging	10/25/2015	\$99.01
59		BS112715-10	FD-Hat, Jacket	11/11/2015	\$55.98
60		BS112715-11	FD-Dig Voice Recorder	11/18/2015	\$129.98
61		BS112715-2	FD-Trainer	10/29/2015	\$247.00
62		BS112715-3	FD-Fuses, Grinding Stone Set, Pwr Tools, Squeeges, Conv Hand Trk	10/29/2015	\$409.06
63		BS112715-4	FD-Jkt Inflt Red Auto Sptmx, Riverpro L/XL Red (Wtr Rescue)	10/30/2015	\$414.68
64		BS112715-5	FD-Shipping	11/03/2015	\$49.00
65		BS112715-6	FD-Seven 4-Layer Jackets	11/05/2015	\$546.98
66		BS112715-7	FD-Black Patina, Bronze Shield Plaque, Shipping	11/06/2015	\$440.00
67		BS112715-8	FD-Sockets, Portable Storage, Tape Rolls, Mag Nutsetter, Etc	11/08/2015	\$490.02
68		BS112715-9	FD-Advisory Board Meeting Luncheon	11/10/2015	\$47.45
69		DB112715-1	Eng-IPWMAN Annual Executive Board Lodging	10/28/2015	\$120.96
70		FS112715-1	FD-Bone In Hams	10/25/2015	\$123.36
71		HB112715-1	Eng-AWWA Analytical Test Method Requirements	10/31/2015	\$75.00
72		JC112715-1	PD-Lunch for Assessors	11/06/2015	\$45.11
73		JC112715-2	PD-Patches on Chiefs Carrier Vest	11/24/2015	\$25.00
74		JC112715-3	PD-Lunch for Chiefs Meeting	11/24/2015	\$108.74
75		JF112715-1	Pks/Rec-Employee of Month, End of Year Pizza	11/24/2015	\$71.00
76		JF112715-2	Pks/Rec,Sportspark-Desk Organizer, Weather Radio, Tng Materials	11/18/2015	\$220.20
77		JF112715-3	Pks/Rec-Urban Forester Policy, Planning and Mgt Seminar	11/02/2015	\$1,392.00
78		JF112715-4	Pks/Rec-IPRA Dues	11/05/2015	\$234.00
79		JF112715-5	Sportspark-Professional Grounds Mgmt Society	11/17/2015	\$175.00
80		JF112715-6	Pks/Rec-Pesticide License Recertification	11/23/2015	\$70.50
81		JS112715-1	CDD-Aerosol Smoke Detector Tester	10/26/2015	\$57.86
82		JS112715-2	CDD-Firestopping, Joint Systems and Dampers	10/31/2015	\$44.95
83		JS112715-3	CDD-Svc on 2007 Prius, Unit 37	11/10/2015	\$399.78
84		JS112715-4	CDD-Conference Lodging	11/12/2015	\$110.88
85		JS112715-5	CDD-Printing & Publishing	11/19/2015	\$6.39
86		JW112715-1	EMS-Tactical Vest	10/29/2015	\$359.99

	A	B	C	D	E
87		JW112715-2	EMS-Rifle Plate Carrier, Tactical VTAC Pouches	11/02/2015	\$227.96
88		JW112715-3	EMS-Paramedic Applicant Testing	11/18/2015	\$325.00
89		MK112715-1	Lib-Conference Lunch	10/28/2015	\$12.38
90		MK112715-2	Lib-Canvas for Work Yearly	10/29/2015	\$119.40
91		MK112715-3	Lib-Shipping	10/26/2015	\$129.81
92		MK112715-4	Lib-Office Supplies	11/19/2015	\$101.94
93		NM112715-1	Pks/Rec-Coaching Gear	11/17/2015	\$410.76
94		NM112715-2	Pks/Rec-Kasten Tournament	11/10/2015	\$615.00
95		NM112715-3	Pks/Rec-Training Registration	11/10/2015	\$290.00
96		NM112715-4	Pks/Rec-Nathan IPRA Registration	11/10/2015	\$234.00
97		NM112715-5	Pks/Rec-Coaching Gear	11/20/2015	\$27.03
98		OPD112715-1	PD-Cake for CPA Graduation Session #4	10/27/2015	\$51.99
99		OPD112715-10	PD-Breakfast w/Santa Storage Containers	11/21/2015	\$23.47
100		OPD112715-2	PD-Donation in Officer Hancock's Grandmothers Name	10/29/2015	\$50.00
101		OPD112715-3	PD-Lodging for RAD Instructor	10/30/2015	\$420.00
102		OPD112715-4	PD-Dinner for Assessment Ctr Testing	11/07/2015	\$124.77
103		OPD112715-5	PD-Office Supplies	11/06/2015	\$32.97
104		OPD112715-6	PD-New Hire Interviews	11/12/2015	\$148.54
105		OPD112715-7	PD-Lunch for New Hire Interviews	11/10/2015	\$114.29
106		OPD112715-8	PD-Holiday Decorations, Breakfast w/Santa Supplies	11/21/2015	\$179.85
107		OPD112715-9	PD-Table Coverings for Holiday Luncheon	11/27/2015	\$38.97
108		PPC112715-1	Pks/Rec-NRPA Travel Expenses	11/05/2015	\$309.49
109		PPC112715-2	Pks/Rec-Basketball Wristbands	11/23/2015	\$14.95
110		RJ112715-1	Lib-Monthly Netflix	10/29/2015	\$11.99
111		RJ112715-2	Lib-Posters	10/29/2015	\$66.66
112		RJ112715-3	Lib-Notary Stamps	11/10/2015	\$39.80
113		RJ112715-4	lib-materials	11/04/2015	\$33.00
114		RJ112715-5	lib-materials	11/05/2015	\$31.98
115		RJ112715-6	lib-materials	11/12/2015	\$93.92
116		RJ112715-7	Lib-Sign Holder for Wall Mount	11/19/2015	\$105.95
117		RNH112715-1	PD-Conference Registration	10/26/2015	\$137.00
118		RNH112715-2	PD-Illinois 9-1-1 Advisory Committee Lodging	10/29/2015	\$78.40
119		RNH112715-3	PD-IPSTA Conference Lodging	11/04/2015	\$346.08
120		TR112715-1	Lib-Materials, Supplies	11/06/2015	\$107.72
121		TR112715-2	Lib-Office Supplies for SRP	11/14/2015	\$20.00
122		TR112715-3	Lib-Craft Supplies	11/17/2015	\$7.32
123		TR112715-4	LIB-MAGAZINE	11/21/2015	\$49.00
124		TR112715-5	Lib-Conference Lunch	11/24/2015	\$23.56
125		TR112715-6	Lib-Cylinder/Inflator Rental	11/24/2015	\$90.00
126		TR112715-7	Lib-Public Broadcasting Svc	11/04/2015	\$1.69
127		TS112715-1	CDD-Harvard Business Review	10/29/2015	\$99.00
128		TS112715-2	CDD-November Luncheons X 3	11/12/2015	\$36.00
129	Commerce Bank Total				\$15,235.79

	A	B	C	D	E
130	Cost Recovery Corp	122815	Monthly Contingency Fees	12/28/2015	\$1,799.76
131	Cost Recovery Corp Total				\$1,799.76
132	Creve Coeur Camera Inc	239112	PD-Olympic TG860 Digital Camera	12/11/2015	\$199.99
133	Creve Coeur Camera Inc Total				\$199.99
134	Cummins Mid-South LLC	021-92336	FD-W/O Generated for Deductible	12/07/2015	\$100.00
135		026-73198	FD-Annual PM Full Svc Maint Agreement	12/10/2015	\$500.00
136	Cummins Mid-South LLC Total				\$600.00
137	Datamax Office Systems	1064451	Contract GNG13145-01	12/06/2015	\$22.40
138		1065496	Contract CN912-02	12/29/2015	\$1.61
139	Datamax Office Systems Total				\$24.01
140	Datamax STL Leasing	L305803067	Lease 3-05803	12/25/2015	\$343.78
141		L305821066	Lease 3-05821	12/25/2015	\$315.62
142		L306061046	Lease 3-06061	12/25/2015	\$109.40
143		L306136041	Lease 3-06136	12/25/2015	\$387.99
144		L306185037	Lease 3-06185	12/25/2015	\$3,112.53
145		L306498012	Lease 3-06498	12/25/2015	\$181.65
146	Datamax STL Leasing Total				\$4,450.97
147	Dave Schmidt Truck Svc	P43356	FD-Batteries	12/21/2015	\$831.18
148		T80240	FD-Svc on 1999 Ferrara, Unit 4311	12/08/2015	\$1,458.64
149	Dave Schmidt Truck Svc Total				\$2,289.82
150	DELL	XJTW4T6K5	PS Data Center Server NICs	12/08/2015	\$2,527.92
151		XJTW7XKK3	CH Domain Controller Server Replacement	12/09/2015	\$1,417.00
152		XJTXXPTT3	PS Data Center UPS Maintenance	12/15/2015	\$3,368.67
153		XJW19RF25	PD-Antenna for Police Laptop	12/16/2015	\$122.19
154		XJW1K8RK9	2 CH Hypver V Cluster Server Replacements	12/16/2015	\$17,202.26
155	DELL Total				\$24,638.04
156	Dell Gov't Leasing & Finance	EBO 005-122115	Lease 001-6456656-005	12/21/2015	\$4,592.89
157		EBO 012-122115	Lease 810-6456656-011	12/21/2015	\$35,248.46
158		EBO 015-122115	Lease 810-6456656-015	12/21/2015	\$4,315.48
159	Dell Gov't Leasing & Finance Total				\$44,156.83
160	Drury Development Corporation	Nov 2015	November 2015 Rebate Agreement	12/29/2015	\$3,617.79
161	Drury Development Corporation Total				\$3,617.79
162	Emsar St Louis	2015-558	EMS-Power Cots, Switch Repl Kit, Hose Assy	12/09/2015	\$1,107.56
163	Emsar St Louis Total				\$1,107.56
164	Environmental Dynamics International	42917	WWTP-Diffuser	09/03/2015	\$4,570.20
165	Environmental Dynamics International Total				\$4,570.20
166	Express Medical Care LLC	3577	WWTP-Physical/Seeger, Erick	12/09/2015	\$226.00
167		3634	PD-Physical/Broadston, Casey	12/23/2015	\$246.00
168	Express Medical Care LLC Total				\$472.00
169	Fair, Maryanne	122815	TUITION REIMBURSEMENT	12/28/2015	\$1,680.00
170	Fair, Maryanne Total				\$1,680.00
171	Fire Apparatus & Supply Team	15-438	FD-Firedex Leather Boots	12/11/2015	\$530.00
172	Fire Apparatus & Supply Team Total				\$530.00

	A	B	C	D	E
173	Frank, Jamie	122215	TUITION REIMBURSEMENT	12/22/2015	\$1,260.00
174	Frank, Jamie Total				\$1,260.00
175	Frost Electric Supply Co	S3581844.001	Sportspark-Stem & Swivel Mount	12/02/2015	\$18.23
176		S3582854.001	Sportspark-Quad Tap Ballast Kit	12/04/2015	\$306.10
177		S3582854.002	Sportspark-Midget Fuse Limitron	12/10/2015	\$105.30
178		S3584674.001	Sportspark-100W Pulse Start Metal Halide, 175W Metal Halide	12/09/2015	\$531.39
179	Frost Electric Supply Co Total				\$961.02
180	Funk, Dale M	15-186 Bal	CDD-115 Elm St Demolition	12/16/2015	\$697.50
181		15-194	St Elizabeth Hospital-Redevelopment Agreement, Donation Agreemen	12/11/2015	\$240.00
182		15-195	CDD-Old City Hall	12/11/2015	\$247.50
183		15-196	Admin-Wine Tasting Ordinance	12/11/2015	\$225.00
184		15-197	Admin-Special Event, Liquor License	12/14/2015	\$727.50
185	Funk, Dale M Total				\$2,137.50
186	Gajewski, Matt	122915	Pks/Rec-Nashville Hr Hornet Basketball Tournament	12/29/2015	\$150.00
187	Gajewski, Matt Total				\$150.00
188	Gempler's	SI01845731	Pks/Rec-Locking Pliers, Gloves, Alum Blade, Snow Pushers	08/17/2015	\$324.50
189	Gempler's Total				\$324.50
190	GeoTechnology Inc	1	MFT-Milburn School Rd, Ph 4	11/16/2015	\$3,199.51
191	GeoTechnology Inc Total				\$3,199.51
192	Gonzalez Companies LLC	4472	Strts-PSB Detention Pond, Howard PI & Smiley Drainage	12/15/2015	\$6,035.20
193	Gonzalez Companies LLC Total				\$6,035.20
194	Gonzalez Office Products	200287369	PD-Office Supplies	12/16/2015	\$141.76
195		200288768	Admin-Toner Cartridge	12/18/2015	\$68.50
196		200290954	Wtr/Swr-Office Supplies	12/28/2015	\$189.50
197	Gonzalez Office Products Total				\$399.76
198	Gov Consulting Solutions	4096	EconDev-February 2016 Consulting Svcs	01/01/2016	\$3,000.00
199	Gov Consulting Solutions Total				\$3,000.00
200	Gregory, Sarah	0911-101015	Reimb/Cell Phone Charges	10/10/2015	\$45.00
201		1011-111015	Reimb/Cell Phone Charges	11/10/2015	\$45.00
202		1111-121015	Reimb/Cell Phone Charges	12/10/2015	\$45.00
203	Gregory, Sarah Total				\$135.00
204	Heros in Style	144576	FD-Uniforms/Shewmaker, Frank	12/04/2015	\$195.94
205		144577	FD-Uniforms/Shewmaker, Robert	12/04/2015	\$51.99
206	Heros in Style Total				\$247.93
207	Hilton Garden Inn	Nov2015F&B-A	November 2015 Rebate Agreement, Final	12/23/2015	\$203.57
208		Nov2015F&B-B	November 2015 Rebate Agreement	12/23/2015	\$710.78
209		Nov2015H/M-A	November 2015 Rebate Agreement, Final	12/23/2015	\$1,568.82
210		Nov2015H/M-B	November 2015 Rebate Agreement	12/23/2015	\$1,268.06
211	Hilton Garden Inn Total				\$3,751.23
212	Homefield Energy	96449415121	Monthly Utilities	12/23/2015	\$32,474.34
213	Homefield Energy Total				\$32,474.34
214	Horner & Shifrin Inc	49637	MFT-Simmons-Milburn School Roundabout, Fairwood Hills	11/06/2015	\$737.96
215		49862	St E's-North Green Mount Rd PS&E	12/09/2015	\$928.00

	A	B	C	D	E
216	Horner & Shifrin Inc Total				\$1,665.96
217	Hughes Customat Inc	50764	Wtr,Strts-Mat Service	12/15/2015	\$44.61
218	Hughes Customat Inc Total				\$44.61
219	Hurt, Michael	120715	PD-Employee Computer Procurement Reimb	12/07/2015	\$916.70
220	Hurt, Michael Total				\$916.70
221	IL American Water Co	1111-121115	FD,EMS-Monthly Utilities	12/14/2015	\$348.43
222		1113-121015	Monthly Water Charges	12/21/2015	\$289,400.96
223	IL American Water Co Total				\$289,749.39
224	IL State Police	121815	PD-Replenish Fingerprint Cost Center Acct	12/18/2015	\$500.00
225	IL State Police Total				\$500.00
226	IL Team HyperVenom Elite Youth Basket	122915	Pks/Rec-2nd Annual HyperVenom Hoopfest	12/29/2015	\$175.00
227	IL Team HyperVenom Elite Youth Basketball Program Total				\$175.00
228	ILETSB Executive Institute	PERC21C M-222	PD-Administrative Fee for Police Role in the 21st Century	12/14/2015	\$150.00
229	ILETSB Executive Institute Total				\$150.00
230	Kone Inc	949155932	CityHall-Qtrly Maintenance Coverage	12/01/2015	\$453.39
231	Kone Inc Total				\$453.39
232	Korte & Luitjohn Construction	1011-111015	St E's-Misty Valley Lift Station	11/30/2015	\$124,539.00
233	Korte & Luitjohn Construction Total				\$124,539.00
234	Kruep Const Inc	121515	PD/EMS-Repair Shower Doors and Caulk	12/15/2015	\$197.00
235	Kruep Const Inc Total				\$197.00
236	Kuhlmann Design Group Inc	61149	MFT-Ashland Ave Extension	11/11/2015	\$16,322.84
237	Kuhlmann Design Group Inc Total				\$16,322.84
238	Lake Contracting Inc	15-1201-CoF	PropS-State Street Sidewalk Improvements, Ph 2	12/01/2015	\$32,698.00
239	Lake Contracting Inc Total				\$32,698.00
240	LECC	121515	PD-Conference Registration Fee (11 @ \$75.00)	12/15/2015	\$825.00
241	LECC Total				\$825.00
242	Lochmueller Group Inc	15	MFT-Venita Dr Reconstruction	10/21/2015	\$10,290.63
243		16	MFT-Venita Dr Reconstruction	11/20/2015	\$496.77
244	Lochmueller Group Inc Total				\$10,787.40
245	Maclair Asphalt Sales LLC	22849	MFT-Cold Patch	12/14/2015	\$204.00
246	Maclair Asphalt Sales LLC Total				\$204.00
247	Maskill, Craig	121615	Wtr-Hackberry Killed by Instal of Waterline Const	12/16/2015	\$1,500.00
248	Maskill, Craig Total				\$1,500.00
249	Memorial Hospital	EMS-316	EMS-November 2015 Medical Supplies	12/16/2015	\$31.88
250	Memorial Hospital Total				\$31.88
251	Menard Inc	89682	Wtr-Batteries	12/17/2015	\$28.95
252		89824	FD-4 Wire Wall Nut, Exit Lt w/Battery BackUp	12/19/2015	\$41.98
253		89993	Wtr-100W Dim LED Tower Bulbs	12/21/2015	\$17.94
254	Menard Inc Total				\$88.87
255	Merrell Bros Inc	22421	WWTP-Annual Sludge Removal	12/11/2015	\$365,625.59
256	Merrell Bros Inc Total				\$365,625.59
257	Metro East Music Together	5933, 5934, 6054	Pks/Rec-Fall 2015 Classes	12/23/2015	\$729.00
258	Metro East Music Together Total				\$729.00

	A	B	C	D	E
259	Metro Lock & Security	39471	PD-Single Sided Key	12/18/2015	\$6.00
260	Metro Lock & Security Total				\$6.00
261	Municipal Emergency Svcs	697152-SNV	FD-AV3000 Sure Seal w/Kevlar Head Harness, Med	12/16/2015	\$2,162.51
262	Municipal Emergency Svcs Total				\$2,162.51
263	NuToys Leisure Products Inc	43856	Pks/Rec-Playground Swing Chair	12/09/2015	\$261.20
264	NuToys Leisure Products Inc Total				\$261.20
265	O'Fallon Fire Dept	1851	Reimb/Meeting Meal Supplies	12/28/2015	\$128.36
266		25724	Reimb/Lunch Supplies	12/15/2015	\$17.25
267		33893	Reimb/Ice	12/15/2015	\$12.98
268		7738	Reimb/Refreshments	12/18/2015	\$293.78
269		785	Reimb/Meal Supplies	12/15/2015	\$43.65
270	O'Fallon Fire Dept Total				\$496.02
271	O'Reilly Auto Parts	1151-139974	Strts-Oil Filters, Air Filter, Wiper Fluid	12/11/2015	\$178.87
272		1151-140825	Strts-JCase Fuses	12/16/2015	\$9.38
273		1151-141617	Strts-Air Filters, Oil Filters, Connector	12/21/2015	\$58.42
274		1151-141787	EMS-Light	12/21/2015	\$9.09
275	O'Reilly Auto Parts Total				\$255.76
276	Overhead Door Company of STL	SVC/476924	PD/EMS-Stanley Operator RH Magicforce, M/SW Visible Door Arm Out	12/09/2015	\$1,789.14
277	Overhead Door Company of STL Total				\$1,789.14
278	Paragon Micro Inc	636766	IT-iPad Cover and Case	12/09/2015	\$119.98
279		636771	IT-Replacement Computer Monitors	12/09/2015	\$443.96
280		636889	Pks/Rec-Adobe Acrobat DC License	12/10/2015	\$251.99
281	Paragon Micro Inc Total				\$815.93
282	Personnel Evaluation Inc	16433	PD-JV PEP Billing	11/30/2015	\$240.00
283	Personnel Evaluation Inc Total				\$240.00
284	Petty Cash	120915-McDonald	PD-Drinks for Oral Interviews	12/09/2015	\$4.50
285		122115-McDonald	PD-Chief for a Day Drinks	12/21/2015	\$2.50
286		122215-Mojzis	PD-Postage to Return Stolen Property	12/22/2015	\$3.94
287	Petty Cash Total				\$10.94
288	Pitney Bowes Inc	7004096-DC15	Downstairs-Lease Charges	12/13/2015	\$103.00
289	Pitney Bowes Inc Total				\$103.00
290	Pitney Bowes Purchase Power	121715A	Wtr/Swr-B/C Bill Mailing	12/17/2015	\$1,845.53
291		121715B	Wtr/Swr-B/C Bill Mailing	12/17/2015	\$998.48
292		123015	Wtr/Swr-A Penalty Mailing	12/30/2015	\$768.86
293	Pitney Bowes Purchase Power Total				\$3,612.87
294	Poelkers Garage	27779	EMS-Truck Testing	11/20/2015	\$69.30
295	Poelkers Garage Total				\$69.30
296	Post Pack & Ship	OFDNOV2015	FD-Shipping Charges	12/03/2015	\$55.92
297	Post Pack & Ship Total				\$55.92
298	Public Safety Specialist's Group Inc	4562	EMS-Post Offer Psychological Eval/McClain	12/19/2015	\$450.00
299	Public Safety Specialist's Group Inc Total				\$450.00
300	Quality Rental	1-388538	Pks/Rec-Statement Credit	11/05/2014	-\$7.50
301	Quality Rental Total				-\$7.50

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302	Randall, Justin	1017-111615	Reimb/Cell Phone Charges	11/16/2015	\$30.00
303		1117-121615	Reimb/Cell Phone Charges	12/16/2015	\$30.00
304	Randall, Justin Total				\$60.00
305	Rejis Commission	INV0045515	PD-Computer Services	12/15/2015	\$227.75
306	Rejis Commission Total				\$227.75
307	Rhutasel and Associates	110915-#17	MFT-Milburn School Rd Sidewalk & Pedestrian Br	11/09/2015	\$1,652.00
308		110915-#7	MFT-Marie Schaeffer, Estelle Kampmeyer, Hingeclyffe Sidewalks	11/09/2015	\$2,531.46
309		110915-#8	MFT-Illini Bike Trail, Frank Scott Parkway	11/09/2015	\$1,751.57
310		111215-#24	MFT-Milburn School Rd/Old Collinsville Rd Roundabout	11/12/2015	\$710.60
311		12092	MFT-Milburn School Rd, Ph 4	11/06/2015	\$15,133.60
312		12109	MFT-Venita Overpass	11/09/2015	\$326.00
313		12124	MFT-Milburn School Rd, Ph 3/4	11/12/2015	\$750.00
314	Rhutasel and Associates Total				\$22,855.23
315	Ronnoco Coffee LLC	1001481426	PD/EMS-Rental Pmt	12/15/2015	\$292.50
316		1001482202	PD/EMS-Coffee	12/18/2015	\$181.65
317	Ronnoco Coffee LLC Total				\$474.15
318	Schneider Painting	Evidence Room	PD-Painting Walls, Doors, Jambs, Baseboards	12/13/2015	\$1,350.00
319		POLICE	PD/EMS-Remove and Reinstall Ceiling Tiles in Shower/Workout Rms	12/21/2015	\$4,350.00
320	Schneider Painting Total				\$5,700.00
321	Sentinel Emergency Solutions	38595	FD-Swivel, Rescue Reel	12/11/2015	\$253.83
322	Sentinel Emergency Solutions Total				\$253.83
323	Shaffer Tire Service	36085	FD-Dismount & Mount Tires, Replace Valve Stems, Engine 4319	12/16/2015	\$137.50
324		36086	FD-Dismount & Mount Tires, Replace Valve Stems, Engine 4329	12/16/2015	\$137.50
325	Shaffer Tire Service Total				\$275.00
326	Sherbut-Carson-Claxton LLC	8818	Swr-Augusta/Smiley Sanitary Swr Replacement	12/13/2015	\$3,115.00
327		8819	Swr-Lincoln Farm Lift Station	12/13/2015	\$2,814.00
328		8821	Swr-Highway 50 Mine Subsidence	12/13/2015	\$380.00
329	Sherbut-Carson-Claxton LLC Total				\$6,309.00
330	Siebert, Michael	0902-100115	Reimb/Cell Phone Charges	10/01/2015	\$45.00
331		1002-110115	Reimb/Cell Phone Charges	11/01/2015	\$45.00
332		1102-120115	Reimb/Cell Phone Charges	12/01/2015	\$45.00
333	Siebert, Michael Total				\$135.00
334	Southwestern IL City Mgmt Assn (SWICN)	123015	EconDev-Annual Winter Dinner (4 @ \$40.00)	12/30/2015	\$160.00
335	Southwestern IL City Mgmt Assn (SWICMA) Total				\$160.00
336	Spectra Graphics Inc	28319	Pks/Rec-130 Tournament Shirts	12/16/2015	\$805.00
337	Spectra Graphics Inc Total				\$805.00
338	Stevenson, Anne	1019-111815	Reimb/Cell Phone Charges	11/18/2015	\$30.00
339	Stevenson, Anne Total				\$30.00
340	Stryker Sales Corp	1838325M	EMS-O2 Bottle Restraint Strap, Gen Freight	12/09/2015	\$44.39
341	Stryker Sales Corp Total				\$44.39
342	Taylor Roofing	907713	PD/EMS-Labor and Material to Locate and ReCaulk Metal	12/09/2015	\$214.51
343	Taylor Roofing Total				\$214.51
344	Teklab Inc	180931	WWTP-Pet Dairy Weekly	12/21/2015	\$613.23

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345	Teklab Inc Total				\$613.23
346	Thouvenot, Wade & Moerchen Inc	53990	MFT-Seven Hills Rd Sidewalk Project Report	09/30/2015	\$6,636.95
347		54177	MFT-Seven Hills Rd Sidewalk Project Report	10/31/2015	\$624.43
348		54178	MFT-Porter Rd Construction Plans	10/31/2015	\$2,834.00
349	Thouvenot, Wade & Moerchen Inc Total				\$10,095.38
350	TrueLine Communications	10862	PD-Whelen Vertex Pop in LED Lights, Labor to Install	12/10/2015	\$595.00
351		10863	PD-Checked Out the L-3 Camera Recording Issues, Car 62	12/10/2015	\$170.00
352		10864	PD-Whelen Narrow Stick LED, Labor	12/10/2015	\$125.00
353	TrueLine Communications Total				\$890.00
354	Tyco Global Financial Solutions	3688-Interest	Interest-Fire Alarm & Intrusion System	12/16/2015	\$318.47
355		3688-PMA	PMA-Fire Alarm & Intrusion System	12/16/2015	\$1,528.08
356		3688-Principal	Principal-Fire Alarm & Intrusion System	12/16/2015	\$1,247.32
357	Tyco Global Financial Solutions Total				\$3,093.87
358	University of Illinois	UPIN8021	PD-MFI Recertification #3110, Dan Wunder	12/08/2015	\$200.00
359	University of Illinois Total				\$200.00
360	Verizon Wireless	9757417757	Monthly Cell Phone Charges	12/18/2015	\$6,885.65
361	Verizon Wireless Total				\$6,885.65
362	Village of Shiloh	1018-111715	FD-Utilities/1021 N Oak St	11/18/2015	\$181.38
363		1019-111715	FD-Utilities/1021 N Oak St	11/20/2015	\$241.25
364	Village of Shiloh Total				\$422.63
365	Volkert Inc	211070	Strts-Appraisal, Review and Acquisition Svcs	11/30/2015	\$2,800.00
366	Volkert Inc Total				\$2,800.00
367	Wal-Mart	2137	IT-Phone Cables Supplies for POTS Lines	12/08/2015	\$38.54
368		2138	Pks/Rec-Nerf Wars Supplies	11/20/2015	\$15.00
369		2424	OW-Bandages, Antibiotic, Restick Dots, Clipboards	12/10/2015	\$13.52
370		3448	Pks/Rec-Prizes for Light Up O'Fallon Contest	12/11/2015	\$40.00
371		3449	Pks/Rec-Tophat Mugs	12/11/2015	\$17.94
372		3854	PD-Charge Cord for Booking	11/19/2015	\$9.88
373		6302B	EMS-Totes for Equipment	11/18/2015	\$61.88
374		7507	PD-SD Card for Camera	12/11/2015	\$19.88
375		8157	Strts,Wtr-Chairs	11/15/2015	\$74.91
376	Wal-Mart Total				\$291.55
377	Warning Lites of Southern Illinois LLC	4184	Strts-ADA Handicap Stencil/EGP Parking Sign, Fine Sign	12/17/2015	\$253.00
378	Warning Lites of Southern Illinois LLC Total				\$253.00
379	Wesclin Athletic Boosters	122815	Pks/Rec-2nd Annual Basketball Tournament	12/28/2015	\$125.00
380	Wesclin Athletic Boosters Total				\$125.00
381	Whelen Engineering Co Inc	874615	FD-600 Lin. Super - LED Flash Red, Unit 4321	11/03/2015	\$114.00
382	Whelen Engineering Co Inc Total				\$114.00
383	Wood Bakery	28233	Strts,Wtr-Donuts	12/10/2015	\$24.07
384	Wood Bakery Total				\$24.07
385	Work Center Inc, The	330	PW-Post Offer Test (3), Fit for Duty (1)	12/16/2015	\$650.00
386	Work Center Inc, The Total				\$650.00
387	Zoll Medical Corporation	2320915	EMS-SP02 Sensor, Shipping, Patient Cable	12/16/2015	\$648.61

	A	B	C	D	E
388	Zoll Medical Corporation Total				\$648.61
389	Grand Total				\$1,094,814.04