

## 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

Richie Meile

Jerry Albrecht

Robert Kueker

Kevin Hagarty

Matthew Gilreath

Herb Roach

Ward 1

Ward 1

Ward 2

Ward 2

Ward 3

Ward 3

Ward 4

Matt Smallheer

Courtney Marsh

Christopher Hursey

Ray Holden

Ned Drolet

David Cozad

Harlan Gerrish

Ward 4

Ward 5

Ward 5

Ward 6

Ward 6

Ward 7

Ward 7

## CITY COUNCIL MEETING

### A G E N D A

Monday, February 6, 2017

7:00 P.M. – Council Chambers

#### I. CALL TO ORDER

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

#### IV. APPROVAL OF MINUTES – January 17, 2017

#### V. PUBLIC HEARING – None scheduled

#### VI. REPORTS

**A. Public Comments** – This portion of the City Council meeting is reserved for any member of the Public 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 your name; speak into microphone; limit presentation to five minutes; and avoid repetitious comments. Thank you.

#### B. Clerk's Report

1. Request from the Marine Corp. League (VFW Sponsor) to conduct a roadblock at the intersection of State and Lincoln on Saturday, May 27, 2017 from 8:00 a.m. – 4:00 p.m. (Insurance pending)

#### C. Mayor's Report

1. Ord. amending Ord. 623, Zoning, development known as Highway 50 and Lawn Avenue consisting of approximately 6.44 acres (Mayor was asked to place this ordinance under his report for reconsideration)

#### VII. RESOLUTIONS –

**ITEM 1** – Resolution approving the release of Executive Session minutes

for May 16 and September 6, 2016 regarding property acquisition and disposition

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

**ITEM 3** – Resolution authorizing the Mayor to execute an agreement with Millennia Professional Services for the purpose of Design/Construction Administration/Construction Observation and Testing Proposal of the Family Sports Park Phase 4 in the amount not to exceed \$699,248, per occurrence

**ITEM 4** – Resolution authorizing the Mayor to execute an agreement with Thouvenot, Wade & Moerchen, Inc. for the North Lincoln Oak Street Infiltration/Inflow Analysis in the amount of \$136,000, plus reimburseables

**ITEM 5** – Resolution authorizing the Mayor to execute an Intergovernmental Agreement between St. Clair County, the Village of Shiloh and the City of O'Fallon for Improvements to Hartman Lane

**ITEM 6** – Resolution authorizing the Mayor to execute an agreement with Gonzalez Companies, LLC for Engineering services related to the design of the North Madison Storm Sewer Replacement Project in an amount of \$34,785

**ITEM 7** – Resolution authorizing the Mayor to execute a Professional Services Agreement with Lochmueller Group for the Venita Drive Reconstruction Phase 1 Surface Transportation Program (STP) application in the amount of \$4,000

**ITEM 8** – Resolution authorizing the Mayor to execute a Land Acquisition Services Agreement with Lochmueller Group related to the Porter Road Reconstruction Project in an amount of \$16,300, excluding potential reimburseables

## **VIII. ORDINANCES**

**A. 1<sup>st</sup> reading** – None brought forward.

### **B. 2<sup>ND</sup> Reading**

**ITEM 9** – Ordinance of the City of O'Fallon, St. Clair County, Illinois, providing for the issuance of General Obligation Bonds, Series 2017, 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

**ITEM 10** – Ord. amending the Comprehensive Plan Future Land Use Map

**ITEM 11** – Ord. approving the Final Plat of Lincoln Park Villas

## **IX. STANDING COMMITTEES**

1. Community Development – *Minutes Attached*

2. Public Works

3. Public Safety

4. Parks/Environment

5. Finance and Administration – *Minutes Attached*

a) **Motion** to approve **Warrant #366** in the amount of \$2,551,186.48

**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  
January 17, 2017**

The regular meeting was called to order at 7:01 p.m. by Mayor Graham who led the Council in reciting "The Pledge of Allegiance."

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

**APPROVAL OF MINUTES:** Mayor Graham asked for approval of the minutes of December 19, 2016. Motion was made by J. Albrecht and seconded by K. Hagarty to approve the minutes. All ayes. Motion carried.

**PUBLIC HEARING** – None scheduled.

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

Leslie Blair stepped forward to voice her opposition to the variance on the Lawn property. She is against the property being zoned for commercial use. She prefers it to be zoned for office or service use to keep in line with the Strategic Plan to protect the older neighborhood.

Burt Edding came forward to also voice his opposition. He stated the area has water and storm water problems. He said the developer admitted that it will make the problem worse. He said the area is primarily residential and is concerned the development will bring crime to the area.

Vern Malare said the developer presented a binder to the Planning Commission to review. He asked the Council to table it until the Council had a chance to review the information in the binder.

**REPORTS:**

**Clerk's Report:** City Clerk Goodwin delivered his end of year report stating there are 831 active businesses, over 400,000 public documents are on our website, we have a new cemetery database, and we have processed over 125 Freedom of Information requests.

City Clerk Goodwin read the following requests:

1. Request from the City of O'Fallon Kixx Soccer Club to sell alcohol at the Katy Cavins Community Center on January 28, 2017 for a trivia event
2. Request from the City of O'Fallon Garden Club to sell alcohol at the Katy Cavins Community Center on February 4, 2017 for a trivia event

Motion by J. Albrecht and seconded by K. Hagarty to approve the requests. All ayes.  
Motion carried.

**Mayor's Report:** Mayor Graham had nothing to report.

## **RESOLUTIONS:**

Motion by K. Hagarty and seconded by R. Meile to approve Item 1, a Resolution authorizing the Mayor to execute an Agreement with Clearwave Communications for use of City Right-of-Way.

**ROLL CALL:** Meile, aye; Albrecht, aye; Kueker, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Marsh, aye; Hursey, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. All ayes. Motion carried.

## **ORDINANCES:**

### **1<sup>st</sup> Reading –**

Motion by J. Albrecht and seconded by H. Gerrish to consider on 1<sup>st</sup> Reading Item 2, an Ordinance of the City of O'Fallon, St. Clair County, Illinois, providing for the issuance of General Obligation Bonds, Series 2017, 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.

**ROLL CALL:** Meile, aye; Albrecht, aye; Kueker, no; Hagarty, aye; Roach, aye; Smallheer, aye; Marsh, aye; Hursey, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 11; nays - 1. Motion carried.

Motion by J. Albrecht and seconded by D. Cozad to consider on 1<sup>st</sup> Reading Item 3, an Ordinance amending the Comprehensive Plan Future Land Use Map.

K. Hagarty will vote no on items 3 and 4. He read the Planning Commission report. He thinks traffic will be a problem and agrees with the residents' concerns.

H. Roach asked if this would increase the flooding in the area. J. Taylor responded that a drainage report would have to be submitted. He said the water run off rate would have

to be at the same level or lower than it is now. In regards to Sunnyside, the drainage ditch question will be on the next Public Works agenda.

R. Holden said he understands the concerns. It is going back to the committee. He has talked to Ted about trees and some of the “dress up” issues.

C. Marsh said that 1/3 of the properties are to be commercial, so what happens if the residential part does not come? What is the guarantee that the residential properties will be placed there?

T. Shekell responded that there is 300 feet to the neighboring property. They are going to be two or three family homes. If anything else happens, they have to come back to the Council for approval. The proposal is for Dollar General to place a six-foot buffer along Lawn. There will be two fences along there. It will have two phases.

C. Marsh asked where the other multi-families areas that are undeveloped are located. T. Shekell responded that he would expect someone to have an interest in building multi-families in the area. The old Rock Springs trailer park is zoned for multi-family (about twenty acres), and there is an area on Old Collinsville Road north of St. Ellen Mine.

C. Marsh asked about the streets being increased from 18 to 24 feet, and if we were widening Lawn. T. Shekell responded that Lawn would not be reconstructed until there is a cut proposed off Lawn. The duplexes would have to come first.

N. Drolet said the rezoning of the property is a good move, as it will protect the neighborhood from professional buildings being built. He is concerned about commercial zoning in the lower part. He will vote yes for Item 3, but he will vote no for Item 4 as is not a good place for commercial.

M. Smallheer said the City of O’Fallon thrives on sales tax. However, he would not like to see this at his back door. He would not want to see Dollar General leave town.

K. Hagarty agrees with the residents and would not want it in his back yard.

D. Cozad said the Dollar General is going to be a football field away and have a six-foot fence. There will still be a field, if housing does not develop. The property is primed for retail. He believes there is enough of a buffer.

C. Hursey asked if there is any other property in O’Fallon they were interested in? We would not want to lose the sales tax. However, we do not want to affect our homeowners home values. T. Shekell responded that they looked at other areas before they settled on this piece of property. They prefer to be on Hwy 50.

C. Marsh asked whether they have something in their corporate structure that they have to be so many miles from another one of their stores. T. Shekell replied they cannot be

too close geographically to their own store. They have interest in property to the east of town for a second store, if they move from the Southview location.

R. Holden said if it stays commercial, you could potentially have another bank. Eventually, you will not be looking at the back of a Dollar General.

H. Roach asked when they will have to develop it as residential. T. Shekell said the Council can place conditions on time frames. He does not know the marketability.

N. Drolet added he would like it to ensure that it be limited to duplex or single family. T. Shekell agrees that should be a condition. N. Drolet does not think it is appropriate for retail.

**ROLL CALL:** Meile, no; Albrecht, aye; Kueker, no; Hagarty, no; Roach, aye; Smallheer, no; Marsh, aye; Hursey, no; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 7; nays - 5. Mayor Graham responded it will go back to committee. Mayor voted yes, for the 2/3 vote requirement. Motion carried.

Motion by J. Albrecht and seconded by D. Cozad to consider on 1<sup>st</sup> Reading Item 4, an Ordinance amending Ord. 623, Zoning, development known as Highway 50 and Lawn Avenue consisting of approximately 6.44 acres.

N. Drolet said it is not an appropriate place for Dollar General or any other retail that is open from seven to eleven at night.

H. Roach would like to hear more discussion in committee.

D. Cozad asked T. Shekell if a 24 hour urgi-care could be built there, as it is currently zoned. T. Shekell said it is currently residential, and the plan shows it as an office or business service.

**ROLL CALL:** Meile, no; Albrecht, aye; Kueker, no; Hagarty, no; Roach, no; Smallheer, no; Marsh, aye; Hursey, no; Holden, aye; Drolet, no; Cozad, aye; Gerrish, aye. Ayes – 5; nays - 7. Motion failed.

Motion by J. Albrecht and seconded by K. Hagarty to consider on 1<sup>st</sup> Reading Item 5, an Ordinance approving the Final Plat of Lincoln Park Villas.

**ROLL CALL:** Meile, aye; Albrecht, aye; Kueker, aye; Hagarty, aye; Gilreath, aye; Roach, aye; Smallheer, aye; Marsh, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. All ayes. Motion carried.

## **2nd Readings –**

Motion by J. Albrecht and seconded by K. Hagarty to approve on 2nd Reading Item 6, an Ordinance rescinding Ordinance 3924, Towing Companies.

**ROLL CALL:** Meile, aye; Albrecht, aye; Kueker, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Marsh, aye; Hursey, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. All ayes. Motion carried.

Motion by J. Albrecht and seconded by H. Gerrish to approve on 2nd Reading Item 7, an Ordinance amending Ordinance 623, Development known as Flying Aces to be located at 829 Siebert Road.

**ROLL CALL:** Meile, aye; Albrecht, aye; Kueker, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Marsh, aye; Hursey, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. All ayes. Motion carried.

## **STANDING COMMITTEES –**

### **Community Development:**

J. Albrecht stated the committee will meet Monday at 6:00 p.m. at the Public Safety Building.

**Public Works:** R. Meile stated they will meet Monday, January 23<sup>rd</sup> at the Public Safety Building.

**Public Safety:** C. Marsh stated they will meet February 13<sup>th</sup> at 5:00 p.m. at the Public Safety Building.

**Parks and Environment:** R. Holden said there next meeting is to be scheduled.

**Finance/Administration:** Motion by D. Cozad and seconded by J. Albrecht to approve Warrant #365 in the amount of \$2,299,817.04.

**ROLL CALL:** Meile, aye; Albrecht, aye; Kueker, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Marsh, aye; Hursey, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. All ayes. Motion carried.

D. Cozad said the next meeting is on January 23<sup>rd</sup> at 5:30 p.m.

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

K. Hagarty sent out kudos to Public Works for the great job they did during the last ice storm.

Motion by J. Albrecht and seconded by C. Marsh to adjourn. The meeting was adjourned at 7:39 p.m.



Submitted by,

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Philip A. Goodwin  
City Clerk

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



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

**From:** Maryanne Fair, Deputy City Clerk  
Philip A. Goodwin, City Clerk  
Walter Denton, City Administrator

**Date:** February 6, 2017

**Subject:** Executive Session Minutes Release and Retention

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**List of committees that have reviewed:** A committee is not required to review. The City Administrator and City Attorney has cleared Schedule A of the Executive Session minutes for release and has determined that Schedule B will remain closed. Aldermen may come in the City Clerk's office to review the minutes prior to release.

**Background:** Per the Open Meetings Act, 5 ILCS 120/2.06, closed session minutes must be reviewed twice a year in order to determine retention or release. It has been determined that those minutes listed on Schedule B shall remain closed as confidentiality still exists.

**Legal Considerations, if any:** As outlined above.

**Budget Impact:** n/a

**Staff Recommendation:** To approve the passage of the resolution regarding the release and retention of closed session minutes.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**A RESOLUTION  
APPROVING THE RELEASE OF EXECUTIVE SESSION MINUTES**

**WHEREAS**, the Mayor and City Council of the City of O'Fallon have met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act;

**WHEREAS**, as required by the Act, the Council has kept written minutes of all such closed sessions; and

**WHEREAS**, pursuant to the requirements of Public Act 85-1355, the Mayor and City Council have determined that the minutes of the meetings listed on Schedule "A" attached hereto no longer require confidential treatment and should be made available for public inspection; and

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of O'Fallon, Illinois that the closed session minutes from those meetings set forth on Schedule "A" attached are hereby released;

Be it further resolved that City Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

This Resolution shall become effective immediately upon its adoption by City Council.

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ATTEST:

Adopted this \_ day of February 2017.

(seal)

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

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

**SCHEDULE "A"**  
**EXECUTIVE SESSION MINUTES**  
**RECOMMENDED FOR RELEASE**  
February 6, 2017

May 16, 2016 – Prop.

Sept.6, 2016- Prop.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**A RESOLUTION RECOMMENDING SCHEDULE B OF THE EXECUTIVE SESSION  
MINUTES REMAIN CLOSED BECAUSE THE NEED FOR CONFIDENTIALITY  
STILL EXISTS**

**WHEREAS**, the Mayor and City Council of the City of O'Fallon have met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act; and

**WHEREAS**, as required by the Act the Council has kept written minutes of all such closed sessions; and

**WHEREAS**, the Mayor and City Council have further determined a need for confidentiality still exists as to the closed session minutes from the meetings set forth on Schedule "B" attached hereto;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of O'Fallon, Illinois that the closed session minutes from those meetings set forth on Schedule "B" attached are to remain closed and remain confidential.

This Resolution shall become effective immediately upon its adoption by City Council.

\*\*\*\*\*

ATTEST:

Adopted this \_\_\_ day of February 2017.

(seal)

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

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

Key:  
 Per=Personnel  
 Lit = Litigation  
 Pro=Property

## SCHEDULE "B"

### CLOSED EXECUTIVE SESSION MINUTES

July 1, 1985 – Per.	September 18, 1990 –	March 21, 1994 – Per.
May 5, 1986 – Per.	Per./Lit.	March 28, 1994 – Per.
May 5, 1986 –	October 29, 1990 – Per.	April 18, 1994 – Per.
Transcript – Per.	November 5, 1990 –	June 20, 1994 – Per.
June 30, 1986 – Per.	Per./Lit.	August 15, 1994 – Per.
April 6, 1987 – Per.	December 17, 1990 –	September 19, 1994 –
April 20, 1987 – Per.	Per.	Per./Lit.
May 4, 1987 – Per.	January 7, 1991 – Per.	October 3, 1994 –
June 1, 1987 – Per.	March 4, 1991 – Per.	Per./Lit.
June 8, 1987 – Per.	April 1, 1991 – Per.	March 20, 1995 – Per.
June 15, 1987 – Per.	June 17, 1991 – Per.	May 1, 1995 – Per.
June 29, 1987 – Per.	July 1, 1991 – Per.	July 31, 1995 – Per.
July 6, 1987 – Per.	August 19, 1991 – Per.	August 7, 1995 – Per.
August 3, 1987 – Per.	October 7, 1991 – Per.	January 29, 1996 – Per.
October 5, 1987 – Per.	January 21, 1992 – Per.	June 3, 1996 – Per.
October 19, 1987 – Per.	March 2, 1992 – Per.	July 29, 1996 – Per.
November 16, 1987 –	March 30, 1992 – Per.	September 3, 1996 –
Per.	December 7, 1992 – Per.	Per.
May 2, 1988 – Per.	March 1, 1993 – Per.	September 30, 1996 –
July 18, 1988 – Per.	April 5, 1993 – Per.	Per.
August 1, 1988 – Per.	April 19, 1993 – Per.	May 5, 1997 – Per./Lit.
September 19, 1988 –	May 3, 1993 – Per.	June 16, 1997 – Per.
Per.	May 17, 1993 – Per.	August 4, 1997 – Per.
May 15, 1989 – Per.	August 16, 1993 – Per.	August 18, 1997 – Per.
May 30, 1989 – Per.	November 1, 1993 –	November 3, 1997 –
July 31, 1989 – Per.	Per.	Per.
August 21, 1989 – Per.	January 31, 1994 – Per.	November 17, 1997 –
October 2, 1989 – Per.	February 7, 1994 – Per.	Per./Lit.
April 30, 1990 – Per.	February 22, 1994 – Per.	December 1, 1997 –
	March 7, 1994 – Per.	Per./Lit.

Key:  
 Per=Personnel  
 Lit = Litigation  
 Pro=Property

December 15, 1997 – Per.	October 30, 2000 – Lit.	February 18, 2003 – Lit./Per.
February 17, 1998 – Per.	December 4, 2000 – Lit.	July 7, 2003 – Per.
June 1, 1998 – Per./Lit.	December 18, 2000-Per.	February 17, 2004 - Pro./Per.
June 29, 1998 – Per./Lit.	January 29, 2001 – Lit.	March 1, 2004 - Per.
August 17 & 24, 1998 – Per./Lit.	May 7, 2001 – Per.	May 3, 2004 - Pro.
August 31, 1998 – Per./Lit.	July 16, 2001 – Per.	July 19, 2004 – Pro/Per.
September 8, 1998 – Per.	October 1, 2001 – Pro./Lit.	August 16, 2004 – Pro/Per.
November 30, 1998 – Lit.	October 29, 2001 – Per.	January 18, 2005 – Pro/Per.
January 19, 1999	November 19, 2001 – Per/Pro.	February 7, 2005- Pro./Per.
May 3, 1999 – Lit.	December 3, 2001 – Per/Lit/Pro.	May 2, 2005 – Pro./Per.
May 24, 1999 – Lit.	December 17, 2001 – Lit./Per.	May 16, 2005 – Pro./Per.
July 6, 1999 – Per./Lit.	January 22, 2002 – Per/Pro.	June 20, 2005 – Per.
August 8, 1999 – Per./Lit.	March 4, 2002 – Per/Lit/Pro.	July 18, 2005 – Per.
August 30, 1999 – Lit.	April 15, 2002 – Per/Lit.	August 5, 2005 – Per.
September 7, 1999 – Lit./Per.	September 30, 2002 – Pro/Per.	Sept. 6, 2005 – Lit./Per.
October 4, 1999 – Lit. Per.	October 7, 2002 – Per/Pro/Lit.	Oct. 17, 2005 – Per.
July 17, 2000 – Lit	December 16, 2002 – Per/Pro.	February 6, 2006 – Lit/Per/Pro.
July 31, 2000 – Lit.	February 3, 2003 – Pro./Lit./Per.	February 21, 2006 – Per/Lit
March 6, 2000 – Per/Lit/Prop		May 1, 2006 –Pro/Per
August 7, 2000 – Lit.		May 15, 2006 – Pro.
August 21, 2000 – Lit.		

Key:  
 Per=Personnel  
 Lit = Litigation  
 Pro=Property

October 2, 2006 – Lit./Pro.	August 20, 2012 – Prop.
August 20, 2007 – Per./Pro.	May 5, 2014 – Prop.
Oct. 20, 2008 – Pro.	May 19, 2014 – Prop.
June 1, 2009 – Lit.	June 2, 2014 – Prop./Lit.
January 19, 2010 – Lit.	June 17, 2014 – Per.
February 16, 2010 – Lit.	July 21, 2014 – Prop.
March 1, 2010 – Lit.	April 21, 2014 – Lit.
April 19, 2010 – Sec.	Sept. 2, 2014 – Prop.
May 17, 2010 – Per.	Nov. 10, 2014 – Prop.
June 7, 2010 – Per.	Nov. 17, 2014 – Lit.
July 6, 2010 – Lit.	Dec. 1, 2014 – Prop.
Oct. 18, 2010 – Lit/Per.	Jan. 5, 2015 – Prop.
Jan. 18, 2011 – Prop/Per.	May 4, 2015 – Prop.
Feb. 22, 2011 – Lit/Per.	June 15, 2015 – Lit.
June 20, 2011 – Lit.	October 19, 2015 – Prop.
July 18, 2011 – Lit.	December 7, 2015
August 1, 2011 – Lit.	March 21, 2016 - Prop.
Oct. 3, 2011 – Per.	July 5, 2016 – Lit.
Nov. 7, 2011 – Lit.	Sept. 19, 2016-Prop.
Dec. 5, 2011 – Lit.Per.	Oct. 3, 2016- Prop.
March 5, 2012 – Per.	Nov. 7, 2016 – Lit.
July 2, 2012 – Lit.	Dec. 5, 2016 – Prop.
August 6, 2012 – Lit.	Dec. 19, 2016 – Prop.





## **CITY COUNCIL AGENDA ITEM**

**To: Mayor Graham and City Council**  
**From: Mary Jeanne Hutchison, Parks & Recreation Director**  
**Walter Denton, City Administrator**  
**Date: February 6, 2017**  
**Subject: RESOLUTION – Design/Construction Administration/Observation & Testing for Family Sport Park DOP**

**List of committees that have reviewed:** Community Development Committee recommended approval 1/23/17

**Background:** Millennia Professional Services will provide design, construction administration, and construction observation and quality assurance testing services for the Phase IV improvements to the Family Sports Park-Destination O'Fallon as presented in proposal. The scope of service includes:

- a. Design, Plans & Specification
  - 1. Soccer Parking
  - 2. Soccer Pavilion
  - 3. Two Collegiate Baseball Fields
  - 4. Soccer Field Stadium Seating
  - 5. Seven All-weather fields
  - 6. Soccer Field Plaza Restrooms
- b. Bidding & Construction Administration: Prepare bid documents, packages, pre-bid meetings, etc.
- c. Construction Observation, Quality Assurance Testing, and Surveying Control: On-going observation and documentation; includes supervision.
- d. Fee Schedule:
  - 1. Design, Plans and Specifications (4%)
  - 2. Bidding & Construction Admin (1.75%)
  - 3. Construction Observation and Testing (approx. 1.5%)
  - 4. Total: \$699,248.

**Legal considerations, if any:** None

**Budget impact:** Project funded through the Destination O'Fallon Hotel/Motel fund.

**Staff recommendation:** Staff recommends that the contract be awarded to Millennia Professional Services in the amount not to exceed \$699,248.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
MILLENNIA PROFESSIONAL SERVICES FOR THE PURPOSE OF  
DESIGN/CONSTRUCTION ADMINISTRATION/CONSTRUCTION OBSERVATION  
AND TESTING PROPOSAL OF THE FAMILY SPORTS PARK, PHASE 4 IN THE  
AMOUNT NOT TO EXCEED \$699,248 PER OCCURRENCE**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has entered into an agreement with Millennia for the purpose of Professional Services in the amount of \$699,248, and

NOW, THEREFORE, Be it resolved by the Mayor and City Council of the City of O'Fallon, St. Clair County, Illinois as follows:

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with Millennia for professional services for the purpose of Design/Construction Administration/Construction Observation and Testing Proposal for the Family Sports Park, Phase 4.

This Resolution shall become effective immediately upon its adoption by City Council.

Passed by the City Council this 6th day of February 2017.

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ATTEST:

Approved by the Mayor this 6th day  
of February 2017.

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

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



## MILLENNIA PROFESSIONAL SERVICES

11 Executive Drive, Suite 12 • Fairview Heights, Illinois 62208 • (Phone) 618.624.8610 • (Fax) 618.624.8611

January 10, 2017

Mary Jeanne Hutchison  
Director of Parks and Recreation  
City of O'Fallon  
Katy Cavins Community Center  
308 East Fifth Street  
O'Fallon, IL 62269

**Re: Design / Construction Administration / Construction Observation and Testing  
Proposal – Family Sports Park, Phase 4**

Dear Ms. Hutchison:

Thank you for requesting this proposal from Millennia Professional Services (Millennia). Based on our recent meetings, the topographic survey for this project we have recently completed, and past experience working with athletic fields, we propose to provide the design, construction administration, and construction observation and quality assurance testing services for the Phase IV improvements to the O'Fallon Family Sports Park as shown on Attachment A of this proposal, and as further described below:

- I. Design, Plans and Specifications – Perform the site design, civil engineering, electrical engineering, structural engineering for specified foundations, and the geotechnical engineering for existing bleacher pads which have experienced settling adjacent to the existing Soccer Field 1; and prepare design plans and specifications for the design elements listed below:
  1. Two High School/Collegiate Baseball Fields
    - Artificial turf (*outfield and infield*)
    - Backstops
    - Sport field lighting and controls
    - Warning track
    - Subsurface drainage
    - Fencing
    - Dugouts and bleacher areas
    - Drinking fountain
    - Walks, trails, plaza, and site furnishings
    - Pedestrian lighting
    - Concrete sidewalks connectors
    - Ball field plaza (no concessions, restrooms or open pavilion)
    - Grading
    - Site utility distribution (sanitary sewer for future restroom)

- Water service
  - Electrical service
  - Storm drainage
  - Landscape improvements and turf establishment
2. Soccer Parking
    - Approximately 640 parking spaces
    - Earthwork
    - Walkways
    - Lighting
    - Landscape improvements and turf establishment
    - Storm Drainage
  3. The Soccer Pavilion (administration building)
    - Site utility distribution (for future administration building)
    - Sanitary sewer
    - Water service
    - Electrical service
  4. Soccer Field Stadium Seating (at existing championship field)
    - Repair and/or replace existing concrete pads
    - 400 to 500 bleacher seats
  - 5a. Seven New Soccer Fields (all-weather fields)
    - Seven new all-weather fields
    - Sport field lighting and controls
    - Field equipment
    - Connecting concrete walkways
    - Grading
    - Storm drainage
    - Spray cool-down stations
    - Landscape improvements and turf establishment
    - Perimeter fencing - combo decorative and chain link
  6. Soccer Fields Plaza (water tower site)
    - Prefabricated restroom and drinking fountain
    - Grading
    - Site utility distribution
    - Sanitary sewer
    - Water service
    - Electrical service
    - Storm drainage
    - Landscape improvements and turf establishment
- II. Bidding and Construction Administration – For up to five bid packages, prepare bid documents, attend pre-bid meetings, answer bidders' questions, and tabulate bids; review shop drawings, provide periodic site visits by design professionals, review pay requests, prepare punch list, and perform final inspection for the design elements listed above.

- III. Construction Observation, Quality Assurance Testing, and Surveying Control – Provide ongoing construction observation and documentation during construction of hard improvements and turf installation, quality assurance testing of improvements where appropriate, and establishment of survey control points for use by contractor for the design elements listed above. This will include daily visits during construction of hard improvements and turf installation but will not include full-time observation.

The above-described services do not include boundary or surveying; roadway improvement plans, or offsite improvements; retaining wall structural design; easement descriptions or exhibits; property legal descriptions; geotechnical analysis or design other than that specifically defined above; Phase I environmental studies; building architectural or structural analysis or design; hazardous waste detection, analysis, or remediation design; archaeological surveys; quality control testing; or final construction staking.

Millennia's fees as listed below are based on percentages of the construction cost estimate, which is included as Attachment B. Millennia proposes to provide the Design, Plans and Specifications services for the design elements listed above for the lump sum fee of 4% of the construction cost estimate. Millennia proposes to provide the Bidding and Construction Administration services for the design elements listed above for the not-to-exceed fee of 1.75% of the construction cost estimate. Millennia proposes to provide the Construction Observation, Quality Assurance Testing, and Surveying Control services for the design elements listed above for the not-to-exceed fee of 1.50% of the construction cost estimate.

Below is an itemized summary of our fees:

<b>ITEMIZED FEE SCHEDULE</b>		
Item	(Itemized from Above-Listed Items)	Fee (\$)
I	Design, Plans and Specifications (Lump Sum, based on 4.0%)	\$385,792
II.	Bidding and Construction Admin. (Hourly, NTE 1.75% of Estimate)	\$168,784
III.	Construction Observation and QA Testing (Hourly, NTE 1.5% of Estimate)	\$144,672
Total		\$699,248

Millennia Professional Services will invoice the client monthly or less frequently based on the percentage complete for Item I above and based on an hourly and unit rate basis for Items II and III above. Our hourly and unit rates are listed on the attached Billing Rate Schedule. Payment will be due within 30 days of the invoice date.

Millennia Professional Services will provide additional services that we are accustomed to performing on an hourly basis as per the attached Billing Rate Schedule. Hourly rates may be increased by Millennia Professional Services on January 1 of each succeeding year.

Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction

means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please sign both copies and return one copy. Please call our office if you have any questions.

Sincerely,

**Millennia Professional Services of Illinois, Ltd.**



Gary R. Hoelscher, PE, CFM  
Director

Accepted by:

\_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date



# O'FALLON FAMILY SPORTS PARK

GENERAL USE MAP  
WITH PHASE IV IMPROVEMENTS

ATTACHMENT A

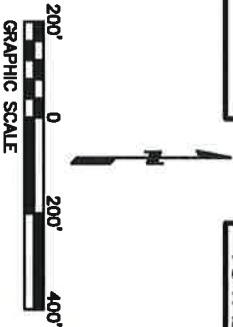


## PHASE IV FIELD SCHEDULE

- PACKAGE A**  
TURF SOCCER FIELDS (1,3,4,6,7,8,9)  
BASEBALL TURF FIELD 1,2
- PACKAGE B**  
TURF SOCCER FIELDS (10,11)

## PHASE IV PARKING SCHEDULE

- PACKAGE A**  
LOT A: 440' X 64' = 88 SPACES  
LOT B: (180' X 128') + (120' X 108') = 108 SPACES  
LOT C: 256' X 400' = 290 SPACES  
LOT D: 480' X 128' = 192 SPACES  
TOTAL POSSIBLE: 678 SPACES  
TOTAL WITH LANDSCAPING: 640 SPACES



**Millennia  
Professional Services**

11 Executive Drive, Suite 12  
Fairview Heights, Illinois 62208  
(618)624-8510 FAX: (618)624-8511

DRAWN: C.J.H.  
CHKD: G.R.H.  
APPD: G.R.H.  
JOB NO: ME00000  
DATE: 12/12/16  
SHEET 1 OF 1



**O'FALLON FAMILY SPORTS PARK - PHASE IV**  
**DESIGN/CONSTRUCTION COST ESTIMATE**

Attachment B  
01/10/17

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1.00	High School / Collegiate Baseball Fields	2	Each	\$ 1,000,000.00	\$ 2,000,000.00
2.00	Soccer Parking	640	Each	\$ 1,200.00	\$ 768,000.00
3.00	The Soccer Pavilion (services)	1	Each	\$ 10,000.00	\$ 10,000.00
4.00	Soccer Field Seating (at existing championship field)	2	Each	\$ 150,000.00	\$ 300,000.00
5a	New Soccer Fields (all weather lighted fields)	7	Each	\$ 800,000.00	\$ 5,600,000.00
6.00	Soccer Fields Plaza	1	Each	\$ 90,000.00	\$ 90,000.00
<div> <div>Construction Subtotal = \$ 8,768,000.00</div> <div>Construction Contingencies (10 Percent of Construction Subtotal) = \$ 876,800.00</div> <div>PRELIMINARY CONSTRUCTION COST ESTIMATE \$ 9,644,800.00</div> </div>					
<div> <div>Design, Plans and Specifications (Lump Sum, Based on 4.0%) = \$ 385,792.00</div> <div>Bidding and Construction Admin. (Hourly, NTE 1.75% of Estimate) = \$ 168,784.00</div> <div>Construction Observation and QA Testing (Hourly, NTE 1.5% of Estimate) = \$ 144,672.00</div> <div>Design / Construction Total = \$ 10,344,048.00</div> </div>					
<div> <div>Lighting Funds Possibly Eligible for Financing Program = \$ 1,450,000.00</div> <div>Amount Funded by Hotel/Motel Bond = \$ 8,894,048.00</div> <div>Elimination of one Baseball Field (if necessary) = \$ 800,000.00</div> <div>Amount Funded by Hotel/Motel Bond with Only One Baseball Field = \$ 8,094,048.00</div> </div>					

Notes: This cost estimate is an approximation.

Unit prices do not reflect the impact of future inflation rates and/or contractor workload.

This cost estimate does not include property acquisition or easement costs.



850 North Main Street • Morton, Illinois 61550 • 309.321.8141  
 2600 Warrenville Road, Suite 203 • Downers Grove, Illinois 60515 • 630.705.0110  
 7413 Manchester Road • St. Louis, Missouri 63143 • 314.531.3981  
 11 Executive Drive, Suite 12 • Fairview Heights, Illinois 62208 • 618.624.8610

## METRO EAST OFFICE BILLING RATE SCHEDULE (Rates Effective January 1, 2017)

Description	2017 Hourly Rate (Unless Noted)
Senior Project Manager	\$184.00
Project Manager	\$148.00
Engineer III	\$109.00
Engineer II	\$94.00
Engineer I	\$80.00
Survey Project Manager	\$128.00
Materials Operations Manager	\$110.00
Technician V	\$138.00
Technician IV	\$108.00
Technician III	\$88.00
Technician II	\$74.00
Technician I	\$55.00
Two-Man Survey Crew	\$148.00
One-Man GPS/Robotics	\$128.00
Administrative Assistant II	\$76.00
Administrative Assistant I	\$52.00
Vehicle per Mile	\$0.535 Mile
Vehicle per Day	\$65.00 Day
<b>Materials Testing</b>	
<b>Concrete</b>	
ACI / IDOT PCC Level 1 Field Technician	\$55.00
Concrete Compression Tests – Cylinders	\$16.00 Each
Concrete Compression Tests – Beams	\$43.00 Each
<b>Soil</b>	
Soils Field Technician	\$55.00
Nuclear Density Gauge	\$50.00 Day
Standard Proctor	\$185.00 Each
Modified Proctor	\$225.00 Each
Sieve Analysis	\$150.00 Each
Water (Moisture) Content Determination	\$15.00 Each
Atterberg Limits	\$120.00- \$160.00 Each
<b>Asphalt</b>	
IDOT HMA Level 1 Field Technician	\$55.00
<b>Aggregates</b>	
Sieve Analysis	\$85.00 Each

*Rates may be subject to annual adjustments.*



## **CITY COUNCIL AGENDA ITEMS**

**To:** Mayor Graham and City Council  
**From:** Jeff Taylor, Director of Public Works and  
Walter Denton, City Administrator  
**Date:** February 6, 2017  
**Subject:** RESOLUTION – Thouvenot, Wade & Moerchen, Inc. (TWM) – North Oak  
Street Infiltration / Inflow Analysis Engineering Agreement

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

**Background:** The area around North Oak Street has aging sanitary sewer infrastructure that is in need of replacement. Prior to replacement of the system an Infiltration / Inflow analysis needs to be conducted to determine appropriate sizing of the new sanitary sewer mains.

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

**Budget Impact:** Funding of engineering services for this project was reserved in the FY17 Budget.

**Staff recommendation:** Staff recommends acceptance of the proposal from Thouvenot, Wade & Moerchen, Inc., (TWM) in an amount of \$136,000.00, plus reimbursable costs.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
THOUVENOT, WADE & MOERCHEN, INC., (TWM) FOR THE NORTH OAK  
STREET INFILTRATION / INFLOW ANALYSIS IN AN AMOUNT OF \$136,000.00,  
PLUS REIMBURSEABLES**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need; to conduct an analysis of the North Oak Street collection system to analyze and identify any issues within the system, and

**WHEREAS**, TWM., has the expertise to perform the services the City needs,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with Thouvenot, Wade & Moerchen, Inc., for the North Oak Street Infiltration / Inflow Analysis in an amount of \$136,000.00, plus reimburseables.

Passed and approved this 6<sup>th</sup> day of February 2017.

ATTEST:

Approved:

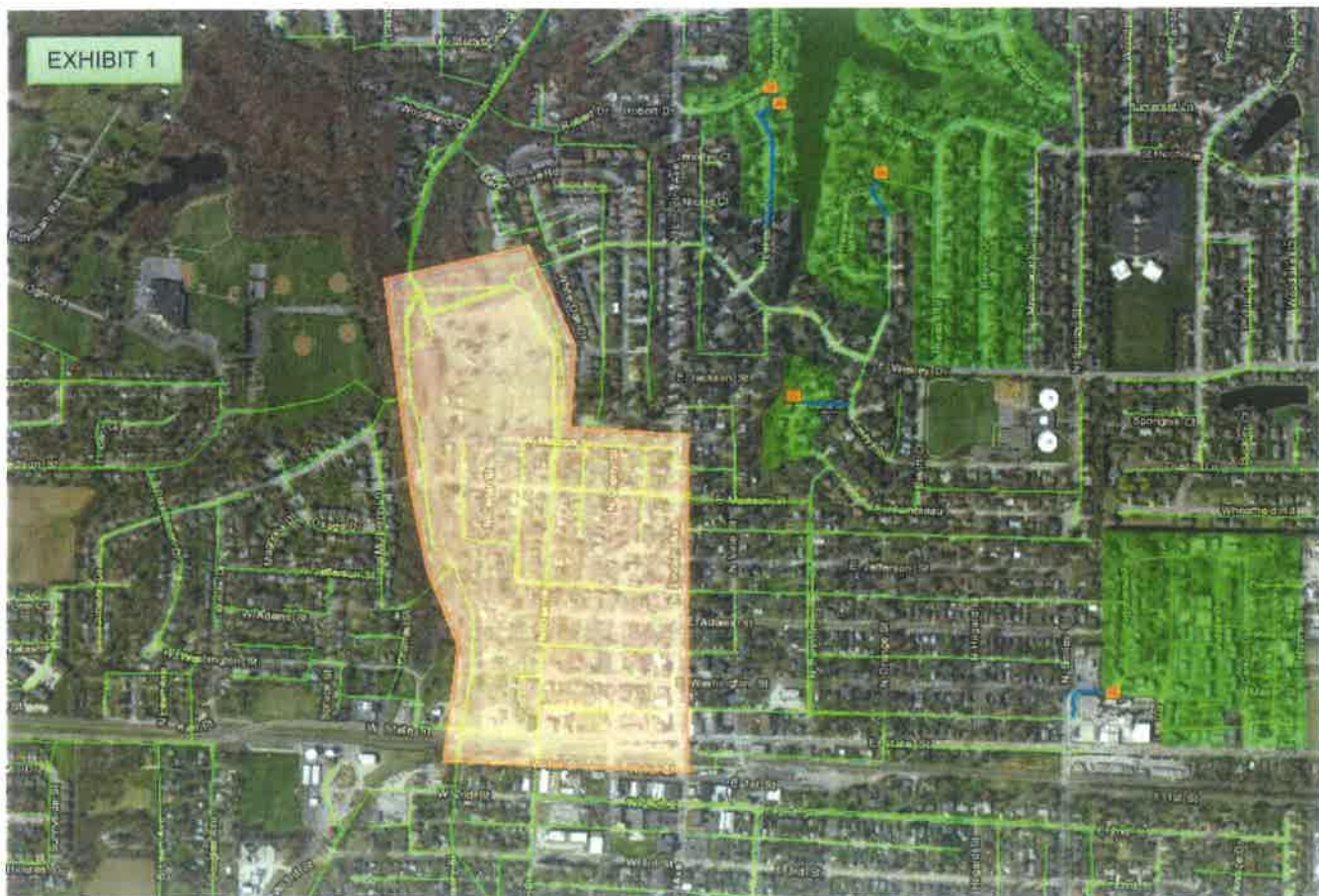
\_\_\_\_\_  
Philip A. Goodwin, City Clerk

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

## Contract Agreement for Professional Services – North Oak Street Infiltration / Inflow Analysis

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

This Contract describes the specific professional services that you have requested we provide on the proposed project, **North Oak Street Infiltration / Inflow Analysis**, which we will refer to as simply the **"project"**. As you have described it to us, this project involves an engineering study of the City's Wastewater Collection System to assess infiltration/inflow sources and capacity of City's Wastewater Collection System in the North Oak Street Area as shown in **Exhibit 1**.



### SCOPE OF SERVICES - BASIC SERVICES

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

#### A. Topographic Survey of Sanitary Sewer Routing

1. We will prepare a topographic survey of the Right-of-Way to Right-of-Way for the following streets: West State Street, East Washington Street, West Adams Street, East Jefferson Street, West Madison Street, West Monroe Street, Monroe Circle, White Oak Drive, North Oak, North Cedar, North Cherry Street, North Lincoln Street - approximately 14,000 linear feet of roadway. This topographic survey will be undertaken to collect field data on the routing of the sanitary sewer, the





location of other utilities along the route as marked by J.U.L.I.E., the location of roadways, and other topographic features pertinent to future sanitary sewer main installation.

2. We will make a J.U.L.I.E. **Design Stage Request**, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, J.U.L.I.E. is then supposed to fax a list of utility engineering contacts for their members with utilities in the general area. We must then contact each facility owner's office to notify them of our request. J.U.L.I.E. member companies typically respond in one of three ways within fourteen days of receiving our request. Those are:
  - Perform an actual field location at the proposed site, or
  - Provide drawings indicating the location of the member's buried facilities for the proposed site, or
  - Request that we send drawings of the proposed project / site to the member, then mark their existing facilities on the provided prints or provide copies of the utility's record information and return these documents to us.

If the J.U.L.I.E. member actually field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground, and will add to our topographic survey the horizontal location of those utilities as marked.

If the J.U.L.I.E. member simply provides drawings, or marks up drawings provided by us, we will indicate the approximate horizontal location of those utilities, scaled to the best of our ability, on our topographic survey.

We will also add to our topographic survey:

- Other utilities that are above ground and visible on site, and other utilities, utility easements, or subsurface conditions using any information provided to us by you or the owner.
- Based upon the information above, by entering into this agreement with us, you agree and understand that:
- The J.U.L.I.E. Design Stage Request process may delay our starting or completing field services and may add cost to the services we provide; and
- J.U.L.I.E. member companies are not required by law to honor a Design Stage Request; and
- Some J.U.L.I.E. members may charge a fee for any of the Design Stage services mentioned above, the cost of which you agree to pay; and
- We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because J.U.L.I.E., or a J.U.L.I.E. member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.

It is the responsibility of both you and the owner to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

The review of title commitments or easements or the preparation of proposed easements, documents or exhibits is not included in scope of the survey, and would be additional services to the contract.

## **B. Base engineering study**

We will conduct an Infiltration / Inflow Analysis of the North Oak Street Collection System to analyze the hydraulic capacity of the system and infiltration / inflow issues within the collection system. We will recommend specific projects to be undertaken to remediate areas of inadequate capacity and subject to excessive infiltration and inflow.

### **I. Research, Inspection, And Monitoring**

1. We will consult with the City to clarify and define the requirements and objectives for the wastewater collection system study and flow monitoring.
2. We will review all City provided records of sewer back-ups and other available data; and meet with the City to document known issues with the wastewater collection system in the project area.
3. Based on this preliminary data, we will identify locations for initial flow monitoring.
4. We will coordinate with the City to review the recommended locations selected for flow monitoring.
5. We will coordinate with the City for installation of City's six flow monitors for the study and rain gage. We propose to utilize the flow meters for three (3) months to analyze the wastewater collection system during dry and wet weather conditions.



6. We will review the flow data provided by the city on a regular basis to evaluate if the flow monitoring units are operating correctly, and that the data being collected is representative of the actual flows.

## II. Preliminary Analysis Of Inspections, And Flow Monitoring Data

1. We will conduct detailed analysis of the collected flow monitoring data and assess whether additional flow monitoring is warranted in the watershed to further isolate problem areas or required to improve the quality of the collected data set.
2. We will review the manhole data from the topographic survey and update the GIS mapping.
3. Installation of the flow monitors and data downloading is to be performed by the city. The use of TWM's flow monitors, field installation, or data downloading would be additional services to the contract.

## III. Final Analysis Of Flow Monitoring Data & Inspections, Engineering Report, And Recommended Remediation Projects

1. We will conduct hydraulic modeling analysis to determine locations of sewer lines that are inadequate hydraulically to convey the wastewater collection system flows.
2. We will prepare wastewater collection system watershed exhibits with rating symbology delineating problem areas.
3. Using the flow monitoring data for the specific watershed areas monitored, we will assess daily average flows, peak flows, dry weather, and wet weather flows; and compute associated infiltration rates.
4. In conjunction with the City, we will prepare a prioritized list of remediation projects that should be implemented to reduce infiltration and inflow in the wastewater collection system.
5. We will prepare an opinion of probable construction cost for each remediation project.
6. We will prepare a final report of the findings and conclusions of the study for presentation to the City.

## PROPOSED SCHEDULE

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this Contract and return it to us with your signature. Completion of the Engineering Report is contingent on having enough flow data with sufficient rainfall events.

## FEES - BASIC SCOPE OF SERVICES

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

- |   |   |
|---|---|
| <b>A. Topographic Survey</b>  | <b>For a Lump Sum Fee of \$ 89,500.00</b> |
| <b>B. Base Engineering Study</b>  | <b>For a Lump Sum Fee of \$ 46,500.00</b> |
| <b>C. Reimbursable Costs</b> - You also agree to reimburse us for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost. |   |

## BILLING AND PAYMENT

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

- A.** For the **Topographic Survey** and the **Base Engineering Study**, we will bill you monthly for a percentage of the lump sum fees based upon our estimate of the percentage of services we have provided to date.
- B.** For any fees for **Reimbursable Costs**, we will bill you on a monthly basis for actual costs plus any markup.

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

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



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

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

In the event we are providing services as a subconsultant through you, we may agree to a provision that payment to us is delayed until you receive payment from your client. However, even under such an agreement, you must make payment to us within seven (7) calendar days of you being paid by your client. Should your client hold payment from you because of some issue with your work, but an issue unrelated to our work, you are still obligated to pay us for the work we have performed, even though you may not have yet been paid by your client, and you agree to do so within sixty (60) calendar days.

### INFORMATION WE NEED FROM YOU

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

1. Providing us access to records of sanitary sewer back-ups or overflows, CCTV recordings of existing sewers, smoke testing study reports, dye testing reports, air testing reports, or any other reports or studies that could assist in the evaluation of the wastewater collection system.
2. Water line GIS database.
3. Data collected from the flow monitoring converted from in file format that is compatible with excel such as xls, csv, txt, etc.

### ADDITIONAL SERVICES

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

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

### EXCLUDED SERVICES

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

1. Performing any geo-technical or soils testing.
2. Performing any CCTV inspection
3. Performing any smoke testing

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

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

### INSURANCE

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





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

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

## RIGHT OF ENTRY

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

## QUALIFICATIONS

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

## SPECIFIC TERMS AND CONDITIONS

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

1. You, and / or the owner, are responsible for paying any and all permit and / or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
2. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
3. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
4. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
5. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
6. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.



#### ATTACHMENTS

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

**ATTACHMENT I: GENERAL TERMS AND CONDITIONS**

**ATTACHMENT II: SCHEDULE OF INSURANCE**

**ATTACHMENT III: SCHEDULE OF FEES**

#### ACCEPTANCE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

City of O'Fallon

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

THOUVENOT, WADE & MOERCHEN, INC.

\_\_\_\_\_  
Randall W. Burk  
Vice President

**Address for giving notices:**

255 South Lincoln Avenue  
O'Fallon, Illinois 62269

Tel. No. (618) 624-4500

Fax No. (618) 624-4508

E-Mail: [jtaylor@ofallon.org](mailto:jtaylor@ofallon.org)

**Address for giving notices:**

4940 Old Collinsville Road

Swansea, Illinois 62226

Tel. No. (618) 624-4488

Fax No. (618) 624-6688

E-Mail: [corp@twm-inc.com](mailto:corp@twm-inc.com)

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



## ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of Jan 1st, 2016.

### General Liability Insurance - The Hartford Insurance Company

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

### Automobile Liability Insurance - The Hartford Insurance Company

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

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

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

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

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

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

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

**THOUVENOT, WADE & MOERCHEN, INC.**  
**SCHEDULE OF FEES**

Principal	\$167.00
Senior Engineer	\$153.00
Project Engineer V	\$150.00
Project Engineer IV	\$137.00
Project Engineer III	\$122.00
Project Engineer II	\$112.00
Project Engineer I	\$104.00
Project Manager IV	\$139.00
Project Manager III	\$127.00
Project Manager II	\$113.00
Project Manager I	\$93.00
Senior Structural Engineer	\$159.00
Structural Engineer V	\$150.00
Structural Engineer IV	\$145.00
Structural Engineer III	\$121.00
Structural Engineer II	\$117.00
Structural Engineer I	\$114.00
Survey Crew (3 man crew)	\$217.00
Survey Crew (2 man crew)	\$168.00
Survey Crew (2 man crew w/Robotics or GPS)	\$182.00
Survey Crew (1 man w/Robotics or GPS)	\$131.00
Survey Crew (1 man w/3D Scanner)	\$185.00
Engineer III	\$93.00
Engineer II	\$90.00
Engineer I	\$83.00
Surveyor IV	\$127.00
Surveyor III	\$113.00
Surveyor II	\$101.00
Surveyor I	\$85.00
Management Construction Engineering Services	\$113.00
Construction Observation (Non-Professional Engineer)	\$94.00
3D Scanning Technician	\$87.00
Technician V	\$83.00
Technician IV	\$79.00
Technician III	\$72.00
Technician II	\$68.00
Technician I	\$62.00
Jr. Technician	\$38.00
Senior Electrical Designer	\$112.00
Senior Transportation Designer	\$109.00
Data Systems Manager	\$98.00
Cad Manager	\$94.00
Cad Designer III	\$84.00
Cad Designer II	\$79.00
Cad Designer I	\$68.00
Accountant II	\$98.00
Accountant I	\$71.00
Word Processing	\$63.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$187.00
Live Sewer Testing	\$249.00
Mandrel Testing 2 Technicians w/ Equipment	\$172.00
Live Sewer Testing	\$232.00
Video Testing 1 Technician w/ Equipment	\$199.00
2 Technicians w/Equipment	\$272.00
Flow Meter Equipment Daily Rental	\$36.00
Rain Gage Equipment Daily Rental	\$23.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$66.00
Travel (Non local) per Mile at current GSA rate.	





## **CITY COUNCIL AGENDA ITEMS**

**To:** Mayor Graham and City Council  
**From:** Jeff Taylor, Director of Public Works and  
Walter Denton, City Administrator  
**Date:** February 6, 2017  
**Subject:** RESOLUTION – Intergovernmental Agreement between St. Clair County,  
Village of Shiloh & the City of O'Fallon for the Central School Safe Routes to  
Schools Improvements

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

**Background:** Central School District 104 applied for and garnered a grant under the federal program, sponsored by the Village of Shiloh. Portions of this project are located within the Hartman Lane right-of-way that is St. Clair County jurisdiction. The County is requiring this agreement in order to define maintenance responsibility of the sidewalks.

**Legal Considerations, if any:** None.

**Budget Impact:** None

**Staff recommendation:** Staff recommends execution of the agreement with St. Clair County & the Village of Shiloh.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN ST. CLAIR COUNTY, THE VILLAGE OF SHILOH AND  
THE CITY OF O'FALLON FOR IMPROVEMENTS TO HARTMAN LANE, SECTION  
12-00015-00-SW**

**WHEREAS**, the City of O'Fallon, a municipal corporation, needs to enter into an agreement with St. Clair County and the Village of Shiloh to specify responsibilities of all parties in the improvement efforts of Hartman Lane, Section 12-00015-00-SW,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement between St. Clair County, the Village of Shiloh and the City of O'Fallon for the improvements to Hartman Lane, Section 12-00015-00-SW.

Passed and approved this 6<sup>th</sup> day of February 2017.

ATTEST:

Approved:

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Philip A. Goodwin, City Clerk

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Gary L. Graham, Mayor

AGREEMENT  
FOR  
SAFE ROUTES TO SCHOOLS IMPROVEMENTS  
CITY OF O'FALLON & VILLAGE OF SHILOH, SECTION 12-00015-00-SW  
ST. CLAIR COUNTY, SECTION 16-00269-05-SW

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF ST. CLAIR, hereinafter called the COUNTY, the CITY OF O'FALLON, hereinafter called the CITY, and the VILLAGE OF SHILOH, hereinafter called the VILLAGE

WITNESSETH

WHEREAS, the parties hereto, in order to facilitate the free flow of traffic and increase safety to pedestrians, are desirous of improving Hartman Lane, County Highway 16, beginning at the intersection of Hartman Lane with Kingsley Drive, and extending along said route in a northerly direction to the intersection with Hartman Lane and Meadowbrook Drive, a distance of approximately 0.125 miles, by providing shoulder improvements, storm sewers, drainage structures, sidewalks, combination concrete curb and gutter, and incidentals, herein referred to as the IMPROVEMENT in accordance with the plans, specifications and estimate of cost, hereinafter referred to as the SPECS, approved by the COUNTY and the VILLAGE; and WHEREAS, said improvement will be of immediate benefit to the residents of the COUNTY, the CITY, and the VILLAGE and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to prepare, or cause to be prepared, the SPECS.
2. The VILLAGE agrees to furnish engineering during construction and cause the IMPROVEMENT to be built in accordance with the SPECS and the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction."
3. The VILLAGE agrees to receive bids and to award a contract for construction of the proposed IMPROVEMENT to a contractor prequalified with the Illinois Department of Transportation, hereinafter referred to as IDOT, and the COUNTY.
4. The COUNTY and CITY agree that execution of this agreement constitutes their concurrence in the award of the construction contract to the responsible low bidder as determined by the VILLAGE.
5. The VILLAGE will pay all costs, including any utility adjustment costs, associated with the IMPROVEMENT.
6. Any material that is incorporated in to areas that are owned and/or maintained by the COUNTY must be tested in accordance with the specifications and/or other procedures set forth by IDOT. The results of said testing shall be made available to the COUNTY upon request. The cost of this testing shall be borne by the VILLAGE.

7. Upon final inspection and acceptance of the IMPROVEMENT by the COUNTY, the COUNTY agrees to maintain or cause to be maintained the shoulder improvements, concrete curb and gutter, storm sewer and drainage structures along Hartman Lane, County Highway 16, from Kingsley Drive to the limits of the COUNTY's maintenance along Hartman Lane, associated with the IMPROVEMENT.
8. Upon final inspection of the IMPROVEMENT, the CITY agrees to maintain or cause to be maintained the sidewalks along Hartman Lane, County Highway 16, from Kingsley Drive to the limits of the CITY's maintenance along Hartman Lane, associated with the IMPROVEMENT.
9. The COUNTY agrees to allow the completed sidewalks, as referenced under the "WITNESSETH" section and associated with the construction of the IMPROVEMENT, to be placed on COUNTY right-of-way. The CITY agrees to own, maintain and maintain insurance on the sidewalks (copy attached). The CITY shall furnish the COUNTY a copy of the insurance coverage for the sidewalks upon request.
10. This Agreement and the covenants contained herein shall be null and void in the event a contract covering the construction work contemplated herein is not awarded within three years after execution of the Agreement.
11. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF SHILOH:

ATTEST:

By: \_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Village Clerk Date

CITY OF O'FALLON:

ATTEST:

By: \_\_\_\_\_  
Mayor Date

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

COUNTY OF ST. CLAIR:

ATTEST:

By: \_\_\_\_\_  
County Board Chairman Date

\_\_\_\_\_  
County Clerk Date



## **CITY COUNCIL AGENDA ITEMS**

**To:** Mayor Graham and City Council  
**From:** Jeff Taylor, Director of Public Works and  
Walter Denton, City Administrator  
**Date:** February 6, 2017  
**Subject:** RESOLUTION – Gonzalez Companies, LLC – North Madison Stormwater  
Project

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

**Background:** The existing storm sewer system located on North Madison has deteriorated beyond the point of repair. With this agreement, Gonzalez Companies will provide plans and specifications that can be used to solicit bids from contractors to replace this storm sewer system.

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

**Budget Impact:** Fund of engineering services for this project was reserved in the FY 17 Prop S Budget.

**Staff recommendation:** Staff recommends acceptance of the proposal from Gonzalez Companies, LLC. In an amount of \$34,785.00, plus reimbursable costs.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GONZALEZ COMPANIES, LLC, FOR ENGINEERING SERVICES RELATED TO THE DESIGN OF THE NORTH MADISON STORM SEWER REPLACEMENT PROJECT IN AN AMOUNT OF \$34,785.00**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need to replace over 600 lineal feet of failing 48" stormwater pipe adjacent to Hesse Park, and

**WHEREAS**, Gonzalez Companies, LLC, has the expertise that the City needs to accomplish the design and replacement,

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

The City of O'Fallon authorizes its appropriate representatives to sign the Gonzalez Companies, LLC, engineering agreement for the design in an amount not to exceed \$34,785.00 as in their proposal.

Passed and approved this 6<sup>th</sup> day of February 2017.

ATTEST:

Approved:

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Philip A. Goodwin, City Clerk

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Gary L. Graham, Mayor



**Gonzalez Companies, LLC**  
*Construction Management – Engineering*

525 W Main Street, Ste. 125  
Belleville, IL 62220  
618-222-2221 Fax: 618-222-2225  
[www.gonzalezcos.com](http://www.gonzalezcos.com)

**AGREEMENT FOR PROFESSIONAL SERVICES**

TO CITY OF O'FALLON  
ATTN: JEFF M. TAYLOR, PE  
DIRECTOR OF PUBLIC WORKS  
255 SOUTH LINCOLN AVENUE  
O'FALLON, IL 62269

DATE: January 19, 2017

PROJECT NORTH MADISON STORM SEWER  
PROJECT NO. 16-216  
DEPARTMENT Design Engineering  
PROJECT TYPE Stormwater

**SECTION 1 DEFINITIONS AND PARTIES**

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and CITY OF O'FALLON hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with the NORTH MADISON STORM SEWER which work is hereinafter referred to as the PROJECT.

**SECTION 2 SCOPE OF SERVICES**

Based on previous discussions with CLIENT, ENGINEER understands that the proposed project consists of the replacement of over 600 LF of 48" storm sewer and repair of a creek bank in the area of the sewer outfall. ENGINEER will provide design of the new storm sewer, creek bank, and associated restoration. The project is located adjacent to the southwest corner of Hesse Park.

**TASK 1 – SURVEY**

As necessary, ENGINEER will obtain boundary and topographic survey of the area including existing storm sewer infrastructure, above ground features, trees, creek cross-sections and marked utilities within the project area for use in base drawing preparation.

**TASK 2 – DESIGN**

ENGINEER shall prepare contract documents for the project, including construction drawings, project manual, and an Opinion of Probable Cost. ENGINEER will prepare calculations for the storm sewer design as well as to estimate hydraulic conditions in the project area to assess potential bank protection measures.

- ENGINEER will provide a set of plans suitable for bid purposes
  - Cover (1 sheet)

*St. Louis, MO – Belleville, IL – Omaha, NE – Chicago, IL – Louisville, KY*

- Notes / Key (1 sheet)
- Plan and Profile
  - Storm Sewer (3 sheets)
  - Bank Stabilization (1 sheets)
- Detail & Cross Sections (3 sheets)
  - Typical cross-section for grading
  - Other details as required for construction of the proposed improvements
  - Creek improvement cross-sections
- ENGINEER will provide a Project Manual for public bid process by OWNER
  - Procurement and Contracting Requirements
  - General Requirements
  - Technical Specifications
- ENGINEER will prepare an Opinion of Probable Cost

#### TASK 3 – PERMIT

ENGINEER will prepare a letter and associated plan and cross-section exhibits for submittal to the US Army Corps of Engineers (USACE) to confirm coverage under the Federal 404, Nationwide Permit 13 for bank restoration.

The PROJECT is anticipated to meet the conditions of the Illinois Department of Natural Resources Office of Water Resources Statewide Permit Number 9 authorizing minor shoreline, stream bank, and channel protection activities. A formal permit application is not required.

#### TASK 4 – BIDDING SERVICES

ENGINEER will assist OWNER in soliciting bids from Contractors to perform the proposed work. ENGINEER will:

- Assist OWNER in writing bid advertisement to be published in local media.
- Respond to contractors' bid questions.
- Review the submitted lowest bid for conformance to project specifications, and provide the ENGINEER's letter of recommendation for the lowest qualified bidder.



### SECTION 3 TIME FOR PERFORMANCE

- DRAFT deliverables will be submitted to CLIENT for review in approximately 90 calendar days from notice to proceed.
- FINAL deliverables will be submitted CLIENT for review approximately 14 calendar days after receipt of CLIENT review comments.

### SECTION 4 COMPENSATION

The ENGINEER agrees to perform the tasks 1 through 6 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of \$34,785 dollars (THIRTY FOUR THOUSAND, SEVEN HUNDRED EIGHT FIVE AND 00/100 DOLLARS) unless scope changes occur. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICES. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will use the address listed below for receiving payments and project mail correspondence from the CLIENT, respectively:

Gonzalez Companies, LLC  
Attn: Accounting  
1750 S Brentwood Blvd., Ste. 700  
St. Louis, MO 63144-1339

Gonzalez Companies, LLC  
Attn: Ben Fecko, P.E.  
525 W. Main St., Suite 125  
Belleville, IL 62220

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

CITY OF O'FALLON  
ATTN: JEFF M. TAYLOR, PE  
DIRECTOR OF PUBLIC WORKS  
255 SOUTH LINCOLN AVENUE  
O'FALLON, IL 62269

## SECTION 5 TERMS AND CONDITIONS

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/CLIENT/OWNER where ENGINEER'S services are performed.

### 6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation,

CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. **CHANGES**

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. **CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. **HAZARDOUS MATERIALS**

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the even hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be

entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. **EXECUTION**

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. **LIMITATION OF LIABILITY**

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. **LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. **UTILITY LOCATION**

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. **ESCALATION**

Annual rate escalation of 6% effective January 1, 2018.

21. **PREPAYMENT**

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project and may be exercised by ENGINEER at any time.

22. **JOB CANCELLATION FOR CONVENIENCE FEE**

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% of contract will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

23. **PROJECT RESTART FEE**

Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the

CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.

24. **LATE PENALTY SCHEDULE**

All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.

25. **LIMITATION OF DESIGN ALTERNATIVES**

The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.

26. **GRAPHICS CONTROL**

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.

27. **HIGHER FEES PAID FOR CHANGES**

Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.

## SECTION 6 INCORPORATION OF EXHIBITS

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

Exhibit A      Project Location Map  
Exhibit B      Manhour Estimate

## SECTION 7 ACCEPTANCE

The parties hereto agree as set forth in the preceding pages numbered 1 - 6 inclusive. This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return one (1) copy to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this \_\_\_\_ day of \_\_\_\_\_, 2017.

GONZALEZ COMPANIES, LLC



Carlos Huddleston, P.E.

Managing Principal

1/19/17

date

CITY OF O'FALLON

\_\_\_\_\_  
authorized client representative

Gary Graham

print name

Mayor

print title

\_\_\_\_\_  
date





	<b>GONZALEZ COMPANIES, LLC</b> 525 W. Main Street, Suite 125 Belleville, IL 62220 (618) 222-2225 <a href="http://www.gonzalezcos.com">www.gonzalezcos.com</a>		0 100 200 Feet	<b>CITY OF O'FALLON</b> <b>NORTH MADISON STORM SEWER</b>	PROJECT NO: 16-216	EXHIBIT <b>A</b>
					DATE 6/10/16	

# EXHIBIT B

16-216 North Madison Storm Sewer

MANHOUR ESTIMATE

PREPARED BY BF

QA'ED BY DS

ROW ID	PHASES, TASKS AND MILESTONES	Project Man/Eng					Tech/Admin V	HOURS
		VI	VI	V	Man/Eng II			
0.00	Pre-Engineering and Contract Negotiation							
1.00	<b>Survey</b>							
1.01	Topographic Survey			2	12			14
								0
	<b>SUM SUMMARY</b>	0	0	2	12		0	14
2.00	<b>Design</b>							
2.01	Calculations (storm sewer and bank stabilization)		16	12				28
2.01	Construction Plans (9 sheets estimate)					2		0
	Cover (1)					8		2
	Notes / Key Sheet (1)			4				12
	Plan and Profile Sheets - Storm Sewer (3)			12		36		48
	Plan and Profile Sheets - Bank Stabilization (1)			4		24		28
	Cross-Sections (1)			2		12		14
	Detail Sheets (2)			4		16		24
2.02	Project Manual and Specifications			16		4		24
2.02	Opinion of Probable Cost			4		4	4	12
2.03	QA		8	8		4		20
								0
	<b>SUM SUMMARY</b>	0	32	66	110		4	212
3.00	<b>Permitting</b>							
3.01	ACOE Permit NWP for Bank Stabilization		2	4	8			14
								0
	<b>SUM SUMMARY</b>	0	2	4	8		0	14
4.00	<b>Bidding</b>							
4.01	Bid Assistance		2	8				10
								0
	<b>SUM SUMMARY</b>	0	2	8	0		0	10
	<b>TOTAL</b>	0	36	80	130		4	250



## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Jeff Taylor, Director of Public Works  
Walter Denton, City Administrator  
**Date:** February 6, 2017  
**Subject:** RESOLUTION – Lochmueller Group – Surface  
Transportation Program Application for Venita Drive Phase 1  
Reconstruction

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

**Background:** A call for applications for Surface Transportation Program (STP) grants has been issued. Lochmueller Group has provided an agreement for a qualifying road section – Venita Drive between Taylor Road and the Porter-Simmons Roundabout. STP grants are normally 25%/75%, local/federal funding.

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

**Budget Impact:** The amount is minimal and can be covered by general funding already reserved in the current operating budget.

**Staff recommendation:** Staff recommends acceptance of the proposal from Lochmueller Group in the amount of \$4,000.00.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES  
AGREEMENT WITH LOCHMUELLER GROUP FOR THE VENITA DRIVE  
RECONSTRUCTION PROJECT PHASE 1 SURFACE TRANSPORTATION  
PROGRAM (STP) APPLICATION IN AN AMOUNT OF \$4,000.00**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need for professional services related to the STP Application, and

**WHEREAS**, Lochmueller Group has the expertise to perform the services the City needs,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the Lochmueller Group agreement for the Surface Transportation Program (STP) Application for the Venita Drive Reconstruction Project Phase 1 in an amount of \$4,000.00.

Passed and approved this 6<sup>th</sup> day of February 2017.

ATTEST:

Approved:

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Philip A. Goodwin, City Clerk

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Gary L. Graham, Mayor



## Agreement for the Provision of Limited Professional Services

**Date:** January 19, 2017  
**Lochmueller Group**  
**Project No:** 417-0003-0HY

**Client:** Mr. Jeff M. Taylor, PE  
Director of Public Works  
City of O'Fallon  
255 South Lincoln Avenue  
O'Fallon, IL 62269

**Project Name/Location:** STP Application for Phase I of the Venita Drive Reconstruction Project

**Scope/Intent and Extent of Services:** Lochmueller Group, Inc. will work with the City, IDOT and East-West Gateway staff to prepare an application for consideration of STP funding for Phase I of the Venita Drive Reconstruction Project. Phase I will extend along Venita Drive from approximately 1,210 ft. south of the O'Fallon Sports Park Entrance to approximately 451 ft. north of the entrance for a total project length of 1,661 ft. It is anticipated that this application will be prepared on behalf of the City of O'Fallon and submitted in March 2017.

**Fee Arrangement:** Compensation will follow attached Hourly Rate Schedule with Not To Exceed Fee Maximum of \$4,000

**Special Conditions:** N/A

**THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. PLEASE REVIEW THEM CAREFULLY.**

**Offered by:** Lochmueller Group, Inc.

**Accepted by:** City of O'Fallon, Illinois

  
\_\_\_\_\_  
*Signature*

01-19-2017  
\_\_\_\_\_  
*Date*

Brian R. Mueller, PE - Senior Associate  
\_\_\_\_\_  
*Printed Name/Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Gary Graham – Mayor, City of O'Fallon  
\_\_\_\_\_  
*Printed Name/Title*

## Terms and Conditions

Lochmueller Group, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

### Access To Site:

Unless otherwise stated, **Lochmueller Group** will have access to the site for activities necessary for the performance of the services. **Lochmueller Group** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and **Lochmueller Group** shall be submitted to non-binding mediation. Client and **Lochmueller Group** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### Billings/Payments:

Invoices for **Lochmueller Group's** services shall be submitted, at **Lochmueller Group's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, **Lochmueller Group** may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

### Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### Certifications:

Guarantees and Warranties: **Lochmueller Group** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **Lochmueller Group** cannot ascertain.

### Responsibility for Claims:

In recognition of the relative risks, rewards and benefits of the project to both the Client and **Lochmueller Group**, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, **Lochmueller Group's** total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of **Lochmueller Group's** total compensation for services paid and received by **Lochmueller Group** under this agreement. Such causes include, but are not limited to **Lochmueller Group's** negligence, errors, omissions or breach of contract.

### Termination of Services:

This agreement may be terminated by the Client or **Lochmueller Group** should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay **Lochmueller Group** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### Ownership of Documents:

All documents produced by **Lochmueller Group** under this agreement shall remain the property of **Lochmueller Group** and may not be used by the Client for any other endeavor without the written consent of **Lochmueller Group**.



HOURLY RATE SCHEDULE  
PROFESSIONAL ENGINEERING & PLANNING SERVICES

Classification	Hourly Rate
Principal	\$215
Senior Project Manager	\$185
Senior Engineer	\$165
Senior Appraiser	\$140
Project Engineer IV	\$155
Project Engineer III	\$130
Project Engineer II	\$105
Civil Engineering Specialist I	\$90
Transportation Planner / GIS Specialist	\$80
Senior Designer	\$115
Engineering Designer III	\$105
Engineering Designer II	\$95
Engineering Designer I	\$85
Marketing Director	\$115
Administrative Technician I	\$65
Field Technician	\$50

TRAVEL TIME for field crews and meeting time will be charged both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on field crews, survey crews, drafting or clerical over eight hours per day or work performed on weekends or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the current IDOT approved mileage rate. Direct expenses include but are not limited to: mileage, printing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.



## **CITY COUNCIL AGENDA ITEMS**

**To:** Mayor Graham and City Council  
**From:** Jeff Taylor, Director of Public Works and  
Walter Denton, City Administrator  
**Date:** February 6, 2017  
**Subject:** RESOLUTION – Lochmueller Group – Land Acquisition Services for the  
Porter Road Reconstruction Project

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

**Background:** The City received a federal grant to reconstruct Porter Road between Simmons Road and Obernuefemann Road. Prior to reconstruction of the road easements will need to be acquired. With this agreement Lochmueller Group will prepare the easement documents and negotiate the acquisition of the easements.

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

**Budget Impact:** The Street Fund will be used for these required services.

**Staff recommendation:** Staff recommends acceptance of the Lochmueller Group proposal in an amount of \$16,300.00.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2017 -

**AUTHORIZING THE MAYOR TO EXECUTE A LAND ACQUISITION SERVICES  
AGREEMENT WITH LOCHMUELLER GROUP RELATED TO THE PORTER ROAD  
RECONSTRUCTION PROJECT IN AN AMOUNT OF \$16,300.00, EXCLUDING  
POTENTIAL REIMBURSABLES**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need for land acquisition related to the reconstruction of Porter Road, and

**WHEREAS**, Lochmueller Group has the expertise to perform the services the City needs,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the Lochmueller Group agreement for land acquisition services related to the reconstruction of Porter Road in an amount of \$16,300.00, excluding potential reimbursables.

Passed and approved this 6<sup>th</sup> day of February 2017.

ATTEST:

Approved:

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Philip A. Goodwin, City Clerk

---

Gary L. Graham, Mayor



January 17, 2017

Mr. Jeff M. Taylor, P.E.  
Director of Public Works  
City of O'Fallon  
255 South Lincoln  
O'Fallon, IL 62269

RE: Land Acquisition Services  
Porter Road Reconstruction  
O'Fallon, Illinois

Dear Mr. Taylor:

Lochmueller Group (LochGroup) is pleased to provide this proposal for Land Acquisition Services for the acquisition of the temporary easements for the proposed improvements to Porter Road in O'Fallon, Illinois. The purpose of our land acquisition services will be to provide the Market Analysis for Waivers of Appraisal, negotiations with property owners for the acquisition of temporary easements, and obtain the certification of the Land Acquisition process from the Illinois Department of Transportation (IDOT).

## **PROJECT DESCRIPTION**

The City of O'Fallon (City) proposes to make improvements to Porter Road from just east of the Porter Road/Simmons Road roundabout to a point approximately 1,140 feet to the east. This project will require the acquisition of temporary easements from seven parcels. The parcel counts referred to in the "Scope of Services" are estimated, and upon receipt of the final survey plats the actual parcel count and total fees shall be determined.

## **SCOPE OF SERVICES**

### **Market Analysis for Waivers of Appraisal**

The acquisitions associated with this project are uncomplicated and will result in minor impacts to the private properties. These acquisitions will be valued using the Waiver of Appraisal format. LochGroup's licensed real estate appraiser will provide analysis of the current real estate market, conduct site visits, take photographs and prepare a portion of the waiver form for use by the City in the preparation of the Waivers of Appraisal. LochGroup will provide the Market Analysis for seven parcels at the fee for Market Analysis as shown below in the Fee and Schedule section.

Upon completion of the Market Analysis for Waivers of Appraisal, LochGroup will submit the appraisal documents to the City for their use in preparing the Waivers of Appraisal.

### **Negotiations for Right-of-way and Temporary Easements**

LochGroup will furnish negotiation services for the acquisition of the seven parcels that consist of temporary easements. The fee for these services will be at the per parcel rate for Negotiations as shown in the Fee and Schedule section. LochGroup will obtain all **temporary easements, articles of organization for limited liability companies and partnership agreements as required by the Illinois**

**Department of Transportation for certification of the land acquisition process** and as necessary to obtain the required property interest.

We will make every reasonable effort to acquire the easements from the owners for the approved appraisal amounts. In the event that LochGroup, after making every reasonable effort (a minimum of three personal contacts and a maximum of five personal contacts) to negotiate with a property owner, is unable to obtain a settlement with the owner for the approved amount, we shall prepare a written summary of the progress of negotiations for the City. The City will then provide instruction to LochGroup as to the next step to be taken to either acquire the easement through eminent domain or continue negotiations with the owner in an attempt to reach a settlement. If the City chooses to have LochGroup continue to negotiate with the owner, we will be compensated for the negotiation services completed for that parcel at the parcel rate for Negotiations and any further negotiations with the owner will be compensated at the hourly rate of \$115 per hour. The City shall provide a Not to Exceed limit and upon reaching that limit, LochGroup will cease negotiations and consult the City for direction on how to proceed with the acquisition of that parcel.

#### **Certification of Land Acquisition Process by the Illinois Department of Transportation**

LochGroup will ensure that the appraisal and negotiation procedures utilized in the acquisition of easements for this project are in accordance with IDOT's Land Acquisition Policies and Procedures Manual. LochGroup will meet with IDOT representatives as needed to assure that proper procedures are being followed. Upon completion of acquisition activities, we will prepare Parcel Compliance Checklists for each parcel and the Project Compliance Checklist, and will obtain certification of the Land Acquisition process from IDOT. The fee for these services will be included in the lump sum fee for Certification of Land Acquisition Process as shown in the Fee and Schedule section.

#### **FEE AND SCHEDULE**

LochGroup will furnish Market Analysis for Waivers of Appraisal for seven parcels for \$750.00 per parcel. LochGroup will furnish Negotiations on seven parcels for \$1,400.00 per parcel. Certification of the Land Acquisition Process will be invoiced on lump sum fee basis in the amount of \$1,250.00. We recommend establishing a budget of \$16,300.00 based on the rates for Market Analysis, Negotiations, and Certification of Land Acquisition Process for the acquisition of right of way and easements as shown below in Table 1.

If during the course of this project, we have reason to believe the actual fee for services could exceed the estimated cost, LochGroup will contact the City for authorization to continue.

**Table 1 - Estimated Fees**

<b>Task</b>	<b>Fees Per Parcel</b>	<b>Fee (Estimated)</b>
Value Finding Appraisal	\$750.00	\$5,250.00
Negotiations	\$1,400.00	\$9,800.00
Recording of Documents (if required)	Actual Cost	Actual Cost
Certification of Land Acquisition Process	Lump Sum	\$1,250.00

The City will provide survey plats that depict the temporary easements to be acquired and legal descriptions prior to LochGroup beginning work on an individual parcel. We will begin work on preliminary acquisition activities within three days of receiving the signed *Acceptance of Proposal for*



*Professional Services.* These activities include the review of ownership information and compiling property sales for the Market Analysis. Upon receipt of the authorization from the City, within twenty-one days LochGroup will complete the Market Analysis for Waivers of Appraisal and submit them to the City for completion of the waivers of appraisal. Negotiations with property owners for the acquisition of the temporary easements will begin after the City has provided the waivers of appraisal, and all owners will be contacted and offers presented within twenty-one days of receipt of the waivers of appraisals.

#### ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by signing below and returning a copy for our records. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. LochGroup services will be performed for the signatory of the enclosed form, and their lender (if applicable). Written consent must be provided by LochGroup should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities.

If you have any questions or wish to revise the scope of this proposal, please call.

Respectfully,

**Lochmueller Group**



Todd J. Halfman, P.E.  
Senior Engineer

TJH

PLEASE SIGN BELOW TO INDICATE ACCEPTANCE OF THIS PROPOSAL.

\_\_\_\_\_  
Name

Mayor  
\_\_\_\_\_  
Title

Billing Address:

City of O'Fallon - Public Works Dept.  
255 S. Lincoln Ave.  
O'Fallon, IL 62269



## **CITY COUNCIL AGENDA ITEMS**

**To:** Mayor and City Council  
**From:** Sandy Evans, Director of Finance  
Walter Denton, City Administrator  
**Date:** January 17, 2017  
**Subject:** An Ordinance providing for the issuance of General Obligation Bonds for Destination O'Fallon

**List of committees that have reviewed:** Finance and Administration

**Background:** This ordinance authorizes Bonds to be issued in amount not to exceed the bank qualified amount of \$10 million to finance the costs of the Destination O'Fallon project consisting of the Downtown Plaza and Family Sports Park soccer complex. The amount issued will be based on the how much can be financed with a debt service of \$650,000. This amount is derived from the additional revenue that will be generated from the 4% increase in Hotel/Motel tax. The ordinance was prepared by Ice Miller LLP, our bond counsel, and is a parameters ordinance. The final terms will be determined after bond underwriting is completed. We are in the process of choosing a bond underwriter based on the responses received from the RFQ issued, but anticipate the bonds to be issued by late February.

**Legal Considerations, if any:** Ordinance written and reviewed by Bond Counsel.

**Budget Impact:** None

**Staff recommendation:** Approval

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

**AN ORDINANCE OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2017, 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 the “**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 Illinois Bond Replacement Act, the Local Government Defeasance of Debt Law, and the Local Government Debt Reform Act (collectively, the “**Act**”); and

**WHEREAS**, the City Council (the “**Corporate Authorities**”) of the City has heretofore determined and it is hereby determined it is advisable and necessary for the benefit of the inhabitants of the City to issue its bonds to (i) finance the costs of acquisition, construction and/or improvements of a downtown plaza, the family sportspark soccer complex and other capital improvements related to the City’s Destination O’Fallon Economic Development Project (the “**Project**”), and (ii) pay all or a portion of the costs of issuing the Bonds (as such term is hereinafter defined).

**WHEREAS**, the Corporate Authorities have heretofore and it hereby is determined that up to \$10,000,000 initial principal amount of General Obligation Bonds, Series 2017 (the “**Bonds**”), are to be issued under this Ordinance to (i) finance the costs of the Project and (ii) pay costs of issuance of the Bonds, and under and pursuant to this Ordinance it is necessary and desirable that the City issue the Bonds for such purposes; and

**WHEREAS**, there are insufficient funds on hand and lawfully available to pay the estimated costs of the Project, including legal, financial, bond discount, printing and publication costs, and other expenses (collectively, the “**Costs**”), and the Corporate Authorities do hereby determine that it is necessary and advisable at this time to borrow money, and as evidence thereof, issue bonds of the Issuer, in the amount of not to exceed \$10,000,000 to pay the same; and

**WHEREAS**, the Bonds and the debt service thereon are a general obligation of the Issuer subject to payment from the Principal and Interest Account (as hereinafter defined) established for such purpose; and

**WHEREAS**, the issuance of the Bonds is exempt from the requirements of the Bond Issue Notification Act, 30 Illinois Compiled Statute 352; and

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

**WHEREAS**, provision is hereinafter made for abating the Levied Taxes; and

**WHEREAS**, the County Clerk of the County of St. Clair, Illinois (the “**County Clerk**”) is herein authorized to extend and collect said Levied Taxes for the payment of the Bonds not to exceed an annual amount of \$650,000.00 as provided herein; 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:

<b><u>Section</u></b>	<b><u>Caption</u></b>	<b><u>Page</u></b>
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Section 3.	Bond Details.....	6
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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 set forth in Section 3(d).

**“Bond Purchase Agreement”** means a bond purchase agreement, if any, executed by the City and the Underwriter.

**“Bond Registrar”** shall mean the bond registrar set forth in a Bond Order, through its office maintained for such purpose in connection with the Bonds, and its successors and assigns.

**“Bonds”** means the General Obligation Bonds, Series 2017, authorized under and pursuant to this Ordinance.

**“Capitalized Interest”** or **“capitalized interest”** means proceeds of the Bonds to be applied to pay certain initial interest on the Bonds.

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

**“Designated Officials”** shall mean the Mayor, the City Administrator or the City Clerk or City Treasurer

**“Disclosure Undertaking”** means the Issuer's Continuing Disclosure Undertaking 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 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 1 to the next December 31 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”** or **“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”** shall mean the paying agent set forth in a Bond Order, through its office maintained for such purpose in connection with the Bonds, and its successors and assigns.

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

**“Policy”** means 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.

**“Project Fund”** shall have the meaning as set forth in Section 10(e).

**“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.

**“Regulations”** means the Income Tax Regulations.

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

**“Tax-Exempt Organization”** means an organization described in Section 501(c)(3) of the Code.

**“Underwriter”** shall be as set forth in Bond Order.

**“Yield Reduction Payments”** shall have the meaning in Section 1.148-5(c) of the 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 and Chief City Officer (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 finance the Project, fund capitalized interest, and pay the Costs 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 \$10,000,000 (to be evidenced by the Bonds) to finance the Project and related Costs.

(a) **General.** The Bonds shall be designated: “General Obligation Bonds, Series 2017”. The Bonds shall be dated as of or before the date of issuance as the Underwriter agrees or accepts, and shall bear the date of authentication, shall be in fully registered form, shall be in denominations 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 rate or rates (not to exceed 5.00%) and shall mature and become due and payable in the principal amount (not exceeding \$650,000) on December 31 of the years commencing not before 2017 and ending not later than 2046, all as shall be specified in a 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 last day of June and December of each year, commencing on the date set forth in a Bond Order. Principal of and premium (if any) on each Bond shall be paid in lawful money of the United States of America, at the office maintained for such purpose by 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 of 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 City and shall be signed by the manual or facsimile signatures of the Mayor and City Clerk, 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 City 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 Administrator, 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, final interest rates, payment dates, optional and mandatory call provisions, Levied Taxes, original issue discount (“**OID**”), reoffering premium, and the final maturity schedule, authorized pursuant to this Ordinance. The Bonds shall be conformed to each Bond Order.

**Section 4. Redemption.** The Bonds shall be subject to redemption prior to maturity, if at all, as provided in this Section 4, subject to an applicable Bond Order.

(a) **Optional Redemption.** Bonds maturing on and after December 31 of the year specified in a Bond Order, shall be subject to redemption prior to maturity in whole or in part on any date on and after December 31 of the year specified in a Bond Order, at the option of the City, in any order of maturity designated by the City (but in inverse order if none is designated), at a redemption price equal to the principal amount to be redeemed, plus accrued interest to the redemption date, and otherwise shall not be subject to optional redemption.

(b) **Sinking Fund Redemption.** This subsection (b) shall apply to the extent a Bond Order shall specify any Term Bonds, and otherwise shall not apply. Bonds specified in a Bond Order or a Bond Purchase Agreement as Term Bonds (the “**Term Bonds**”), if any, are subject to mandatory sinking fund redemption in the principal amount on December 31 of the years so specified, but corresponding to the principal maturities specified above in Section 3(a).

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, the City by furnishing the Bond Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the Mayor or City Administrator 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 City; or (iii) receive 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 City covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the City covenants that the Bonds so selected for redemption shall be payable as at maturity.

The City 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 any optional redemption date and of the principal amount of Bonds to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Bonds). In the event that less than all of the Bonds of a particular 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 City 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 City 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 office maintained for such purpose by the Paying Agent.

Prior to any redemption date, the City 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 City 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 City 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.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date to all registered securities depositories holding Bonds and in the Bond Registrar's sole discretion to one or more national information services that disseminate notice of redemption of obligations such as the Bonds.

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 office maintained for such purpose by the Bond Registrar. 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 office maintained for such purpose by 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 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 of 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 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 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 calendar month of 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 is 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:

<b>(Form of Bond)</b>	
<b>[STATEMENT OF INSURANCE]</b>	
<b>REGISTERED</b>	<b>REGISTERED</b>
NO. _____	\$ _____

**UNITED STATES OF AMERICA**  
**STATE OF ILLINOIS**  
**THE COUNTY OF ST. CLAIR**  
**CITY OF O'FALLON**  
**GENERAL OBLIGATION BOND, SERIES 2017**

<b>Interest</b>	<b>Maturity</b>	<b>Dated</b>	<b>CUSIP:</b>
<b>Rate:</b> _____%	<b>Date:</b> December 31, 20__	<b>Date:</b> _____, 2017	_____

**Registered Owner:**

**Principal Amount:**

**KNOW ALL BY THESE PRESENTS,** that the City of O'Fallon, St. Clair County Illinois (the "**Issuer**"), a home rule municipality and political subdivision of the State of Illinois, 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 the last day of June and December of each year, commencing \_\_\_\_\_, 20\_\_, 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 office maintained for such purpose by \_\_\_\_\_, in \_\_\_\_\_, Illinois, 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 \_\_\_\_\_, in \_\_\_\_\_, Illinois, 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 of 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 Issuer (the “**Levied Taxes**”). The Bonds of this series are being issued for the purposes of (i) financing the costs of acquisition, construction and/or improvements of a downtown plaza, the family sportspark soccer complex and other capital improvements related to the Issuer’s Destination O’Fallon Economic Development Project (the “**Project**”), 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 of the Issuer (the “**Corporate Authorities**”) in Ordinance No. \_\_\_\_\_ authorizing the issuance of the Bonds, adopted by the Corporate Authorities on the 6th day of February, 2017 (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.

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 office maintained for such purpose by the Bond Registrar in \_\_\_\_\_, Illinois, 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 of 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 December 31, 20\_\_, shall be subject to redemption prior to maturity on December 31, 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 December 31, 20\_\_ and December 31, 20\_\_ are Term Bonds (the “**Term Bonds**”), subject to mandatory sinking fund redemption in the principal amount on December 31 of each of the years, as follows:

<u><b>December 31, 20__ Term Bonds</b></u>		<u><b>December 31, 20__ Term Bonds</b></u>	
<u><b>Year</b></u>	<u><b>Principal Amount(\$)</b></u>	<u><b>Year</b></u>	<u><b>Principal Amount(\$)</b></u>
20__	,000	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 the 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:** \_\_\_\_\_, Illinois

**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 Bonds, Series 2017, having a Dated Date of \_\_\_\_\_, 2017, of the City of O'Fallon, St. Clair County, Illinois.

\_\_\_\_\_,  
\_\_\_\_\_, Illinois, 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, 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, in addition to all other taxes, with a reasonable allowance for delinquencies under Section 16 of the Local Government Debt Reform Act, the direct annual taxes as provided pursuant to a Bond Order (constituting the Levied Taxes) in an annual amount not to exceed \$650,000 for the levy years 2017 (collectible in 2018) through 2045 (collectible in 2046).

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 such funds 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 or Finance Director to deposit such amount into the Principal and Interest Account and the City Treasurer or Finance Director 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 in a timely manner to affect 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 Levied Taxes. 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 City Clerk, shall be filed with the County Clerk, and such County Clerk shall in and for each of the years 2017 through 2045, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each such year and in such City; 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**” and the “**Rebate Account**”, respectively.

(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 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 Principal and Interest Account and the Rebate Account 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 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 deficiency in such Funds, and related accounts. Any earnings or losses on such investments shall first be attributed to the fund or account in which such investment was made. Investments shall be valued at least annually (on a consistent basis as determined by the City) 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 Regulations, which the Issuer shall determine and, as applicable, pay in the same manner as arbitrage rebate under (a) above.

(e) **Project Fund.** The Issuer hereby establishes and maintains a General Obligation Bonds, Series 2017 Project Fund (the “**Project Fund**”) into which will be deposited monies for approved costs for the Project.

The Issuer covenants and agrees that moneys in the Project Fund will be used solely for the purposes described in this Bond Ordinance.

Subject to the provisions of this Bond Ordinance, upon completion of the Project any balance of moneys in the Project Fund shall be withdrawn by the Paying Agent from the Project Fund and deposited into the Principal and Interest Account.

**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 records 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 records 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, to the extent lawful.

(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 the 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 the Levied Taxes.

**Section 12. Sale of the Bonds.** The Designated Officials are hereby authorized to proceed, without any further authorization or direction from the Corporate Authorities, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Order as may be, and thereupon be deposited with the City Treasurer and, after authentication thereof by the Bond Registrar, be by said City Treasurer delivered to the Underwriter, upon receipt of the



purchase price therefor, the same being not less than 97% of the principal amount of the Bonds plus accrued interest to date of delivery.

Prior to the sale of the Bonds, the Mayor, the City Clerk or the City Treasurer (or his or her designee) is hereby authorized to approve and execute a commitment for the purchase of a Policy to further secure the Bonds, as long as the present value of the fee to be paid for the Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Policy.

Upon the sale of the Bonds, the Designated Officials shall prepare a Bond Order. In the Bond Order, the Designated Officials shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Order shall be entered into the records of the City and made available to the Corporate Authorities at the next regular meeting thereof; but such action shall be for information purposes only, and the Corporate Authorities shall have no right or authority at such time to reject such sale as evidenced in the Bond Order.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Order, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, a Bond Purchase Agreement. Prior to the execution and delivery of a Bond Purchase Agreement, the Designated Officials shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner interested, directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said Bond Purchase Agreement.

The Bonds before being issued shall be registered, numbered and countersigned by the City Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Corporate Authorities to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The hiring of an Underwriter and use by an Underwriter of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Corporate Authorities are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

**Section 13. Use of Bond Proceeds.** The proceeds derived from the sale of the Bonds shall be used as follows:

- (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) The Issuer shall then allocate from Bond proceeds, and other available funds, in excess of the requirements in (a) above, a sum necessary (i) to fund the Project Fund and (ii) for expenses incurred in the issuance of the Bonds, which shall be deposited in the Project Fund as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized.

(c) Remaining funds, if any, net of amounts directly applied at closing to pay issuance costs or to fund the Project Fund, shall be set aside to pay Project related costs and applicable issuance costs not otherwise paid or provided for, which the Issuer shall maintain as a separate and segregated account and subaccount. Money in the Project Fund shall be withdrawn from time to time as needed for the payment of the Project and issuance expenses in (b) above for which funds were insufficient and for other authorized costs under applicable law, and paying the fees and expenses incidental thereto, as approved by a written opinion of Bond Counsel, and such money shall be disbursed by the Issuer from time to time for corporate purposes only upon submission to the City Treasurer or Finance Director or other appropriate financial officer of the following:

(i) If such disbursement is for payment to a supplier, materialman, or contractor for work done in connection with Project costs, documentation as is acceptable to the Mayor with respect to similar work and projects and, at the Mayor's direction, and not otherwise, a certificate executed by the engineer or architect in charge of the Project stating the amount of materials supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by such engineer or architect, the amount due and payable thereon, and the amount remaining to be paid in connection with such costs accompanied, as appropriate, by contractors, affidavits and mechanics' lien waivers; and

(ii) A duplicate copy of a payment direction signed by the Mayor or another appropriate officer of the Issuer, stating specifically the purpose for the authorized payment.

Within sixty (60) days after full depletion of the Project Fund or payment of all related costs, as herein referred to, and as heretofore approved by the Corporate Authorities, the Mayor shall certify to the Corporate Authorities the fact of such depletion or an engineer or architect in responsible charge of the expenditures shall certify to the Corporate Authorities the fact that the work has been completed according to approved plans and specifications, as applicable, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Principal and Interest Account shall be credited by the City Treasurer or other appropriate financial officer to the Principal and Interest Account, and, as applicable, the Project Fund shall be closed.

Funds on deposit in the Project Fund may be invested by the Finance Director, City Treasurer or other appropriate financial officer in Qualified Investments, subject to applicable

investment yield restrictions. All investment earnings in the Project Fund shall first be credited to the Rebate Account (including for Yield Reduction Payments) as necessary to maintain the tax-exempt status of the Bonds and next shall be credited to the Project Fund.

**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 applicable 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 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 the 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 City Administrator or Mayor of the City (or his or her designee) are authorized to execute the Bond Registrar's and/or Paying Agent's standard form of agreement between the City 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:

- (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 is a “**private activity bond**” as defined in Section 141(a) of the Code. In support of such conclusion, the City 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 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 \$10,000,000 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 and the Disclosure Undertaking; **(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 1.148-0 *et seq.* of the Regulations dealing with arbitrage and rebate. 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 Project, 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 in this Ordinance.

(c) The Issuer has on hand no funds which could legally and practically be used for the financing of the Project 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 (computed upon the basis of a 360-day year of twelve 30-day months) 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 issuance costs, will be deposited in the Principal and Interest Account and used to pay Project costs, 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 Principal and Interest Account, 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. 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 1 – December 31 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 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 plus, for amounts, if any, in the Project Fund for a Project, after the three-year temporary period, only, 1/8 of 1%.

(ii) The following 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 the Project other than a state or local government unit will use such 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 the 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 141, 148 or 149(g) 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 Sections 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 and the Disclosure Undertaking, 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.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2017.

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ATTEST: Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2017. (seal)

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

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

<b>ROLL CALL:</b>	McCoskey	Meile	Kueker	Albrecht	Gilreath	Hagarty	Drolet	<b>SUB TOTALS</b>
<b>Aye</b>								
<b>Nay</b>								
<b>Absent</b>								

<b>ROLL CALL:</b>	Roach	Hursey	Marsh	Smallheer	Holden	Cozad	Gerrish	<b>SUB TOTALS</b>	<b>SUM OF TOTALS</b>
<b>Aye</b>									
<b>Nay</b>									
<b>Absent</b>									

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 February 6, 2017, insofar as same relates to the adoption of an ordinance numbered and entitled:

**AN ORDINANCE OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2017, 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 6th day of February, 2017.

(SEAL)

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City Clerk

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

## 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 \_\_\_\_\_, 2017, 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 BONDS, SERIES 2017, 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 6th day of February, 2017, 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 \_\_\_\_\_, 2017.

County Clerk of St. Clair County, Illinois

(SEAL)



### **CITY COUNCIL AGENDA ITEM**

**To:** Mayor Graham and City Council

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

**Date:** January 17, 2017

**Subject:** P2016 – 15: Evaluation of an amendment to the 2006 O'Fallon Comprehensive Plan Future Land Use Map (1st Reading)

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#### **List of committees that have reviewed**

The Planning Commission held a public hearing on the above referenced application at their December 13, 2016 meeting. The Commission voted 7-ayes and 1-nay to approve the Future Land Use Map Amendment from *Office / Service* to *General Commercial* (2.57 acres on Highway 50) and *Neighborhood Residential* (3.87 acres along Lawn Avenue).

At the January 10, 2017 Community Development Committee meeting, the committee reviewed the proposed development known as Highway 50 and Lawn Avenue. Staff provided the Committee with two building elevations for the Dollar General and an alternative design that would cul-de-sac the residential development off of Lawn Avenue. The committee discussed the project and heard comments from concerned citizens about the drainage system in the area, the lack of need for retail on the site and traffic. The committee further discussed the preliminary plat and planned use. A motion was made to recommend approval, subject to the conditions provided by staff and the Plan Commission, the cul-de-sac alternative and the Dollar General building elevation with windows. The motion was seconded and passed with a vote of 5 ayes – 0 nays.

#### **Project Background and Summary**

The evaluation of the Future Land Use Map for this area is a result of a proposed commercial and duplex development at the northwest corner of Highway 50 & Lawn Avenue, which has been proposed by Terry Johnson of Triple Net Management. The proposed project is currently inconsistent with the 2006 O'Fallon Comprehensive Plan – Future Land Use Map and would require the map to be amended from *Office / Service* to *Neighborhood Residential* and *General Commercial*. The area staff has evaluated consists of approximately 6.44 acres of land north of Highway 50 and west of Lawn Avenue and includes Parcel ID Nos. 03-30.0-300-026, 03-30.0-300-027.

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

**Legal Considerations, if any:** None

**Budget Impact:** None

**Staff Recommendation:** Due to the subject property's frontage to Highway 50 and the existing development that has occurred around the area, staff recommends amending the 2006 O'Fallon Comprehensive Plan and the Future Land Use Map from *Office / Service* to *General Commercial* and *Neighborhood Residential* for the 6.44 acres of land along Highway 50 (Parcel ID Nos. 03-30.0-300-026, 03-30.0-300-027).



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

**AN ORDINANCE AMENDING  
THE CITY OF O'FALLON,  
ILLINOIS COMPREHENSIVE  
PLAN FUTURE LAND USE MAP  
(PARCEL NUMBER  
04-30.0-300-027)**

**WHEREAS**, the applicant, the City of O'Fallon, has requested an amendment to the City of O'Fallon, Illinois Comprehensive Plan Future Land Use Map; and

**WHEREAS**, the applicant has requested and heretofore filed a petition with the City of O'Fallon for an amendment to the Future Land Use Map from *Office/Service* to 2.57 acres of *General Commercial* and 3.61 acres to *Neighborhood Residential* on Parcel #04-30.0-300-027, pursuant to the proposed map amendment shown on the attached map (Exhibit A); and

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

**WHEREAS**, said the Planning Commission of the City of O'Fallon, Illinois held a public hearing on December 13, 2016, in accordance with state statute, and recommended to amend the O'Fallon, Illinois Comprehensive Plan Future Land Use Map from *Office/Service* to 2.57 acres of *General Commercial* and 3.61 acres to *Neighborhood Residential* on Parcel #04-30.0-300-027 with a vote of 7 ayes to 1 nay.

**WHEREAS** the Community Development Committee reviewed the proposed Comprehensive Plan Amendment at a meeting on January 9, 2017 and recommended approval with a vote of 5 ayes to 0 nays; and

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

**Section 1. Approval of the Map Amendment.** That upon the effective date of this Ordinance, the described property, known as Parcel Number 04-30.0-300-027, be henceforth classified as 2.57 acres of *General Commercial* and 3.61 acres to *Neighborhood Residential* on the Comprehensive Plan Future Land Use Map as shown on the attached Exhibit C.

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

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

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\*\*\*\*\*

ATTEST:

(seal)

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

of \_\_\_\_\_ 2017.

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

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

ROLL CALL:	McCoskey	Meile	Kueker	Albrecht	Hagarty	Gilreath	Smallhear	SUB TOTALS
Aye								
Nay								
Absent								

ROLL CALL:	Roach	Marsh	Hursey	Drolet	Holden	Cozad	Gerrish	SUB TOTALS	SUM OF TOTALS
Aye									
Nay									
Absent									



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## PROJECT REPORT

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TO: Planning Commission  
FROM: Justin Randall, Senior City Planner  
THRU: Ted Shekell, Community Development Director  
DATE: December 13, 2016  
PROJECT: P2016 – 15:  
Evaluation of an amendment to the 2006 O'Fallon Comprehensive Plan Future Land Use Map

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### Summary

This public hearing involves an evaluation of an amendment to the 2006 O'Fallon Comprehensive Plan - Future Land Use Map due to a proposed commercial and duplex development at the northwest corner of Highway 50 & Lawn Avenue, which has been proposed by Terry Johnson of Triple Net Management. The proposed project of is currently inconsistent with the 2006 O'Fallon Comprehensive Plan – Future Land Use Map and would require the map to be amended from *Office / Service* to *Neighborhood Residential* and *General Commercial*. The area staff has evaluated consists of approximately 6.44 acres of land north of Highway 50 and west of Lawn Avenue and includes Parcel ID Nos. 03-30.0-300-026, 03-30.0-300-027.

### Future Land Use Map

Surrounding Proposed Land Uses:

North: Neighborhood Residential (orange)  
East: General Commercial (red)  
South: General Commercial (red)  
West: Office / Service (purple)

### Applicable Ordinances, Documents and Reports

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

#### Existing Conditions

The subject property of the proposed project by Triple Net Management is classified under the 2006 O'Fallon Comprehensive Plan and Future Land Use Map as *Office / Service* and consists of 6.44 acres. In the 2006 O'Fallon Comprehensive Plan and Future Land Use Map, the *Office / Service* land use category is the least intense non-

Community Development Department

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

residential district, with planned office development recommended when the development adjoins residential areas. General uses under the *Office / Service* land use category include general office activities, financial institutions, business services and ancillary light retails, with a corresponding zoning district of O-1 – Office District.

The surrounding area is primarily non-residential in nature with uses including retail and service uses along Highway 50 to the east, west and south. Highway 50 to the east is designated as *General Commercial* land use category under the 2006 O'Fallon Comprehensive Plan and Future Land Use Map and B-2 – General Business District zoning. In addition to the commercial uses fronting on Highway 50, the *General Commercial* land use designation extends over 700 feet north along Lawn Avenue for potential redevelopment on Highway 50. Across Highway 50, to the south, is also designated as *General Commercial* land use category, with a mixture of B-2 – General Business District and B-1 – Community Business District zoning. Walgreens, a multi-tenant development known as O'Fallon Centre, Easy Street Auto Wash and a used car lot are all located directly across Highway 50 from the property development property. The northern portion of the Highway 50 corridor, west of the development parcel, is designated as *Office / Service*. Redevelopment of the existing single-family residences along Highway 50 has been limited, however the property adjacent was approved for a planned office development in 2005 (not constructed), Scott Credit Union and a residential conversion to a real estate office (2016) have developed. The south portion of the Highway 50 corridor west of the development area is designated as *General Commercial* land use category, with B-1 – Community Business District zoning, including two multi-tenant retail centers, Denny's, Sonic and CVS.

There are residential land uses to the north of the development parcel, designated as *Neighborhood Residential* in the city's Comprehensive Plan. The *Neighborhood Residential* designation provides for a density of residential uses up to 7 detached single-family units per acre, and would include zoning districts of SR-1, SR-2, and SR-3, and under certain circumstances may include attached villas through the Planned Use process, with homeownership being encouraged as a part of that land use designation. Single-family residences are located along north along Lawn Avenue and single-family and two-family residences are located in the Countryside Glen Subdivision to the northwest.

### History

The area, particularly the properties north of the project area to State Street and west of Lawn Avenue, was previously evaluated for an amendment to the 2006 O'Fallon Comprehensive Plan and Future Land Use Map as a result of a proposed development in 2008. The development was requesting 4.63 acres of land on State Street be rezoned from "SR-1", Single-Family Residence Dwelling District, to "O-1(P)", Planned Office District for the proposed use of a real estate office. The change in zoning was going to require the subject property to be reclassified as *Office / Service* from *Neighborhood Residential* future land use category.

At the time, staff envisioned that this general area would continue to transform from residential uses to office / business services. During the analysis of the proposed amendment, staff noted the *Office / Service* land use and density would need to be sensitive to the surrounding residential uses, suggesting the character, scale and density of any future office development should be compatible with the nearby residential uses. The recommendations included building architecture similar to houses, such as gables roofs, architectural shingles, maximum two stories, specific uses should be limited to professional offices with hours of operation between 8am and 6pm and retail uses should be avoided. There was opposition by some of the residences near the development and ultimately the petitioner withdrew the request.

### Proposed Amendment

The proposed amendment to the 2006 O'Fallon Comprehensive Plan and Future Land Use Map is from the existing *Office / Service* district for the entire 6.44 acres to *General Commercial* for 2.57 acres and *Neighborhood Residential* for the remaining 3.87 acres. The evaluation of the Future Land Use Map for this area is a result of an application submitted by Terry Johnson of Triple Net Management to develop the property with a 10,640 square foot Dollar General, 12,150 square foot multi-tenant retail building and 10 – two-family dwelling units. The commercial buildings would front along Highway 50 and the two-family dwelling units would front along an extended Hillcrest Drive. The

parcels would need to be rezoned from SR-3 – Single-family Residence Dwelling District to B-1(P) – Planned Community Business District and MR-1(P) Planned Two-, Three-, and Four-Family Residence Dwelling District.

#### General Commercial Designation

Staff evaluated the potential to amend the Future Land Use Map from *Office / Service* to *General Commercial* for the southern 2.57 acres the property located at 648 West Highway 50, which has an associated zoning designation of B-1 – Community Business and B-2 – General Business District. The *General Commercial* designation recommends projects that have a scale and character compatible with the surrounding area, with particular attention paid to the projects architectural / urban design and landscaping features. Additionally, when developments are proposed near a residential area, planned commercial development are necessary to control access, provide additional landscaping and buffering.

#### Neighborhood Residential Designation

Additionally, staff evaluated the potential to amend the Future Land Use Map from *Office / Service* to *Neighborhood Residential* for the northern 3.87 acres the property located at 648 West Highway 50, which has an associated zoning designation of SR-2 and SR-3 – Single-family Residential Dwelling Districts. The *Neighborhood Residential* designation recommends no more than 7 dwelling units per acre on smaller lots and under certain circumstances may include attached villas through the Planned Use process, with homeownership being encouraged as a part of that land use designation.

#### Evaluation of Proposed Amendment

One of the major factors in reviewing a zoning amendment is whether the request would result in “spot zoning” as defined in *Griswold v. City of Homer* (10/25/96), 925 P 2d 10115, which defines it as “the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners.” Illinois courts have found that not every rezoning is ipso facto void as spot zoning, but there every case must be evaluated with a comprehensive review of existing uses established in the area and the relationship with the comprehensive plan of the city. Rezoning a property to a zone district that is out of character with surround zoning, land uses and the comprehensive plans can result in the courts determining the rezoning was in fact spot zoning and deem the change in zoning illegal. The City of O’Fallon and the Community Development Department has made an assertive effort not to spot zone a property, especially when the proposed use and zoning is inconsistent with the 2006 O’Fallon Comprehensive Plan and Future Land Use Map. Therefore, staff must evaluate a change in the 2006 O’Fallon Comprehensive Plan and Future Land Use Map on the subject property from *Office / Service* to *General Commercial* and *Neighborhood Residential*.

The comprehensive plan amendment looked at the 6.44-acre project area. Staff determined the B-1 - Community Business District would be the most appropriate zone district for the commercial development and MR-1 - Two-, Three-, and Four-Family Residence Dwelling District would be most appropriate zone district for the two-family development. Thus, staff’s analysis is focused on whether the Future Land Use Map should be amended from *Office / Service* to *General Commercial* and *Neighborhood Residential*.

Staff believes that non-residential uses associated with the *General Commercial land* use category should generally be located near major access routes and interchanges. Roadway classifications are an important determination on the type of land uses that should be located throughout the road corridor. The Federal Highway Administration (FHWA) classifies roads from Interstate down to Local type roads. The East-West Gateway Council of Governments has classified Highway 50 as a Minor Arterial, the 4<sup>th</sup> highest road classification under the definitions of the FHWA. The FHWA characterizes Minor Arterials as an “interconnector to higher-level Arterials” (in the case of Highway 50, it connects Interstate 64 to U.S. Highway 50 on the east end of town), “distributes traffic to smaller geographic areas” and “provides more land access than Principal Arterials without penetrating identifiable neighborhoods” Sound planning principles would direct commercial uses to be located along commercial corridors thus, it would be pertinent to focus commercial uses on the Minor Arterial of Highway 50. The City of O’Fallon has acknowledged the Highway 50 corridor

from Spur to Walnut Street for non-residential uses as the entire corridor has been identified as *General Commercial* and *Office / Service* in the 2006 O'Fallon Comprehensive Plan and Future Land Use Map.

Additionally, the 2006 O'Fallon Comprehensive Plan specifically discusses the area between the Spur and Walnut Street along Highway 50 in the Sub-Area and Corridor Plans (Chapter 8). The plan states "traffic has steadily increased during the past twenty years, and a traffic study was completed with a recommendation for Highway 50, which is an IDOT roadway, to be widened to five lanes". The plan indicates the area has seen increased traffic and significant changes in the overall development patterns due to the Interstate interchange at Green Mount Road. The plan continues and directly address the development property, stating "the vacant site on the north side of Highway 50 across from Walgreen's lies between two residential areas. In order to maintain the area's predominantly residential character, future land use should be primarily single-family residential, with the area fronting West Highway 50 considered for office and business services. Given the nature of the area, this residential section on the north side of West Highway 50 between Lawn and Green Mount would be most suitable for office and business services rather than high impact general or regional commercial or retail use." However, the plan does indicate that the area should be redeveloped in accordance with Section 8.3, which further outlines the conversion of these residential areas into non-residential areas. The plan indicates the City should not "piecemeal development of individual parcels, as it will produce poorly planned development than can only negatively impact the adjacent residential neighborhood".

In considering the impetuous for a comprehensive plan change, typically the area proposed for the change would have experienced notable changes, or at least pressure to change, in the development pattern for the area. In this particular area along Highway 50, the City has seen increased pressure for commercial and office redevelopment of the corridor. Additionally, the plan as proposed by Triple Net Management on the 6.44-acre site situates the higher intensity commercial land use along the frontage of Highway 50 and uses a two-family residential development to help buffer some of the single-family homes along Lawn.

The area around 648 Highway 50 is located along Highway 50 and staff is apprehensive of allowing non-residential uses to leak too far north along Lawn Avenue, where existing uses are primarily residential. The proposed amendment to the Future Land Use Map would achieve limiting non-residential uses to within 300 feet of Highway 50, instead of the 565 feet currently designated on the development property and the over 700 feet of *General Commercial* along the east side of Lawn Avenue. Additionally, the project allows for the two-family development to provide a buffer and transition to the single-family homes along Lawn Avenue. Therefore, while the plan calls for limiting retail uses in the area, the project area would be an appropriate location for non-residential land uses associated with the *General Business* land use category.

Staff believes a change of the project area from 6.44 acres of *Office / Service* land use designation to 2.57 acres of *General Commercial* land use designation fronting on Highway 50 and 3.87 acres to be scaled back to a *Neighborhood Residential* land use designation would provide a buffer between the single-family residential land uses to the north along Lawn Avenue and the commercial and office uses to the south along Highway 50. Provided through the Planned Use process there are buffers (fencing and landscaping) required that can reduce concerns of trash, lighting and noise and incorporate the principles of development outlined in Section 8.3 of the 2006 O'Fallon Comprehensive Plan.

### **Staff Recommendation**

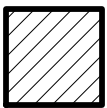
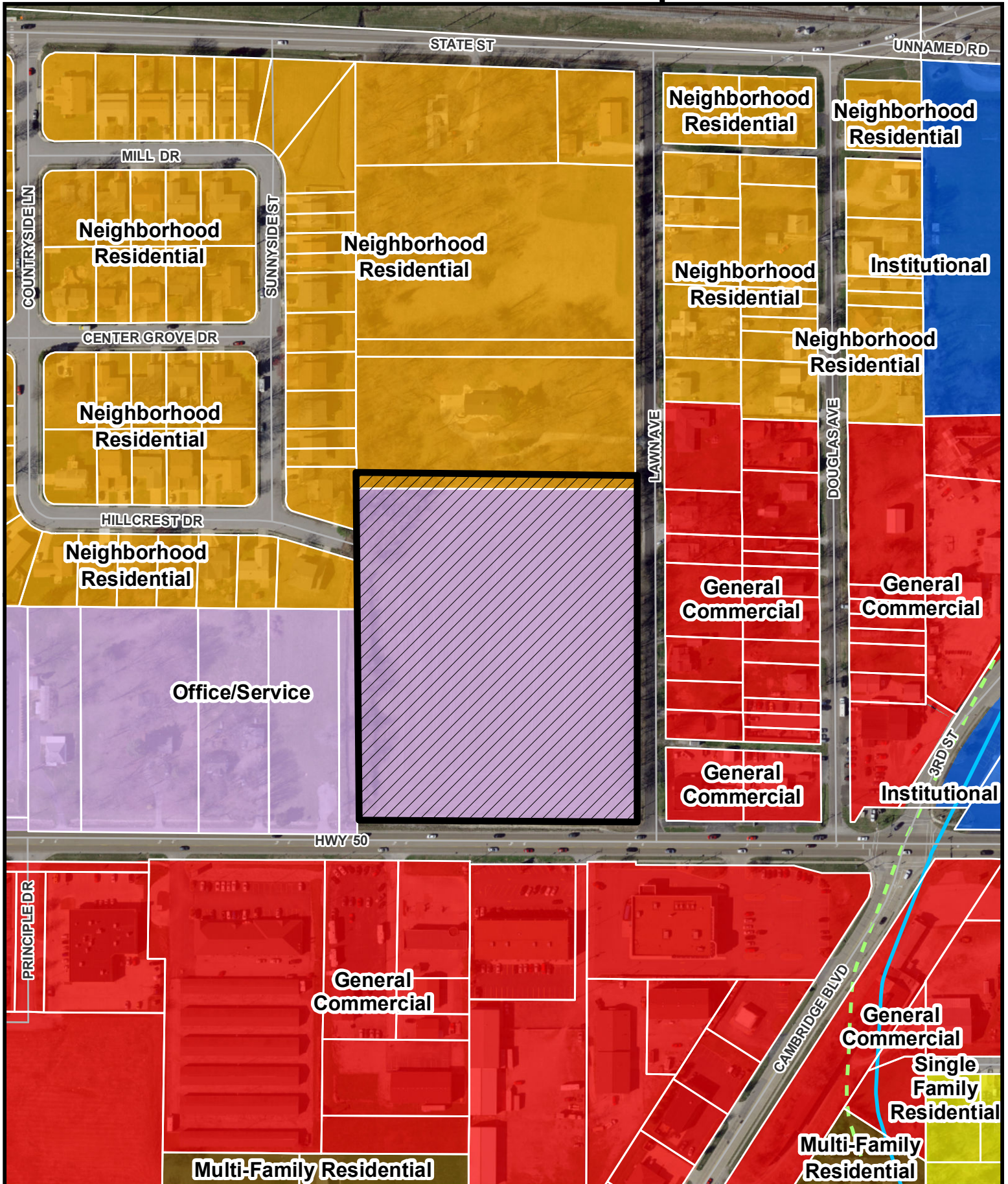
Due to the subject property's frontage to Highway 50 and the existing development that has occurred around the area, staff recommends amending the 2006 O'Fallon Comprehensive Plan and the Future Land Use Map from *Office / Service* to *General Commercial* and *Neighborhood Residential* for the 6.44 acres of land along Highway 50 (Parcel ID Nos. 03-30.0-300-026, 03-30.0-300-027).

### **Attachments**

2006 O'Fallon Future Land Use Map of the Evaluation Area



## **P2016-15: Future Land Use Map Amendment**



Subject  
Property

0 62.5 125 250 375 500 Feet





## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

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

**Date:** January 17, 2017

**Subject:** Lincoln Park Villas - Final Plat (1<sup>st</sup> Reading)

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**List of committees that have reviewed:** At the January 9, 2017 Community Development Committee meeting, the committee reviewed the final plat. The committee discussed the final plat and recommended approval with a vote of 5-0.

### **Background**

The applicant, Chad Hartle of RCH 9, LLC, is proposing a Final Plat of the senior development known as Lincoln Park Villas, consisting of a 72-unit multi-family community for seniors 55 years of age or old, including a clubhouse facility with fitness equipment, open gathering areas, and offices. The property is located on the west side of Lincoln Avenue, just south of GCS Credit Union and O'Fallon Public Library. The proposed final plat is consistent with the approved preliminary plat and improvement plans. There are a few clean-up items that will need to be revised on the final plat prior to second reading.

**Legal Considerations, if any:** None

**Budget Impact:** There will be a park land dedication requirement of 0.72 acre, with the requirement being fulfilled through a fee in lieu of land in the amount of \$36,720, \$510.00 per unit.

**Staff Recommendation:** Community Development and Public Work staff recommend the Lincoln Park Villas Final Plat for approval.



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

**AN ORDINANCE APPROVING THE  
FINAL PLAT OF LINCOLN PARK  
VILLAS**

**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 the Lincoln Park Villas development; and

**WHEREAS**, on January 9, 2017, the Community Development Committee of the City Council reviewed the final plat and recommended approval with a vote of 5-0; 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 Lincoln Park Villas 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 \_\_\_\_\_ 2017.

\*\*\*\*\*

ATTEST:

(seal)

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

of \_\_\_\_\_ 2017.

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

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

<b>ROLL CALL:</b>	McCoskey	Meile	Kueker	Albrecht	Hagarty	Gilreath	Smallhear	<b>SUB TOTALS</b>
<b>Aye</b>								
<b>Nay</b>								
<b>Absent</b>								

<b>ROLL CALL:</b>	Roach	Marsh	Hursey	Drolet	Holden	Cozad	Gerrish	<b>SUB TOTALS</b>	<b>SUM OF TOTALS</b>
<b>Aye</b>									
<b>Nay</b>									
<b>Absent</b>									





MINUTES  
COMMUNITY DEVELOPMENT COMMITTEE  
6:00 PM Monday, January 23, 2017

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

CALL TO ORDER: 6:00 PM

- I) Roll Call** – *Committee members:* Jerry Albrecht, Gene McCoskey, David Cozad, Harlan Gerrish and Ray Holden. *Other Elected Officials Present:* Chris Hursey, Matt Smallhear, Herb Roach, Matthew Gilreath, Ned Drolet, Kevin Hagerty, Richie Meile, and Robert Kueker. *Staff:* Walter Denton, Pam Funk, Ted Shekell Sandy Evans, Mary Jeanne Hutchison, Eric Van Hook, Grant Litteken, James Cavins, Kirk Brueggemann and Justin Randall. *Visitors:* John West, Ron Zelms, Ross Rosenberg, Charles Pitts, Dave Witter, Bevan Gibson, Janice Netil, Earuesline Gilbert, Carolyn Bertrand, Fred Boch, Vern Malare, Bob Elkan, Matt Mayer, Terry Johnson, Dave Dillow, Valerie Piekutowski, Mark Piekutowski, Francis Bertrand, Nancy Karregan, Leslie Blair, Burt Gedney, and Robert Druessel, Jr.
- II) Approval of Minutes from Previous Meetings**– All ayes. Motion carried.
- III) Items Requiring Council Action**
- A. Family Sports Park Design and Project Management Contract (Resolution) – Mary Jeanne Hutchinson provided the committee with a brief overview of the proposed contract with Millennia Professional Services. The agreement was for the purpose of performing design and construction management services for the Phase 4 of the Family Sports Park that is part of Destination O'Fallon initiative. Hutchinson indicated the contract is for \$699,248. The committee discussed the proposed contract. A motion and second was made to recommend approval of the contract for professional services, the motion passed with a 5-0 vote.
  - B. Lincoln Park Villas – Final Plat (2<sup>nd</sup> Reading) – Justin Randall indicated there were no changes from 1<sup>st</sup> Reading and the ordinance would be on the February 6, 2017 City Council agenda for final passage.
  - C. Comprehensive Plan Amendment (2<sup>nd</sup> Reading) – Justin Randall provided a brief overview of the comprehensive plan amendment and indicated there has not been a change since 1<sup>st</sup> Reading. The Committee heard additional citizens' concerns over the existing drainage problems in the area and the desire to keep the Comprehensive Plan as designated. The ordinance would be on the February 6, 2017 City Council agenda for final passage.
- IV) Other Business - None**

MEETING ADJOURNED: 6:35 PM

NEXT MEETING: February 13, 2017 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner

**FINANCE AND ADMINISTRATION  
MEETING MINUTES  
5:30 P.M. Monday, January 23, 2017**

Minutes of a regular meeting of the Finance and Administration Committee of the City of O'Fallon, held at the Public Safety Building, 285 N. Seven Hills Road, O'Fallon, Illinois on January 23, 2017.

CALL TO ORDER: 5:30 pm

ROLL CALL: COMMITTEE MEMBERS: Cozad,-Chair, Albrecht,Vice-Chair, Drolet McCoskey, Roach, Kueker  
NON-COMMITTEE ALDERMEN: Holden, Gerrish, Gilreath, Hursey  
STAFF: Evans, Funk, Denton, Litteken  
GUESTS/RESIDENTS: Stopp, Malone, Malare, Witter, Zelms, Youngblood, Vetri

Approval Minutes: January 9, 2017 Motion Albrecht, Second McCoskey  
All Ayes. Motion carried.

**Items Requiring Council Action: NONE**

**Other Business:**

**Item A: Auditor Presentation:** Director of Finance introduced Eric Stopp and Mollie Malone from the auditing firm of Stopp and VanHoy who presented the highlights of the FY 2016 Audit. (Slide presentation attached and will be posted on finance page of the city website) The auditor commented that the City was in a very strong financial position and that the city has met all pension liability obligations. Two of the auditor's recommendations pertained to actuarial valuations that should be done in order to remove the modified opinion, but as the auditor explained, this is not uncommon, as there is an expense involved in hiring such a firm. As the City Administrator pointed out, this was a topic of discussion during last year's audit presentation and it was the aldermen's decision not to pursue. Director of Finance will include as a discussion item for the FY 18 budget. The other recommendation was due to the previous auditor reconciling an account which should have been done by staff. This issue has already been resolved. The FY 16 Audit can be found on the city's website.

**Item B: RFQ for Bond Underwriter:** Director of Finance commented that interviews for Bond Underwriter were held on Friday, Jan. 20<sup>th</sup>. City Administrator, Bond Counsel, Ice Miller and Director of Finance conducted the interviews. Selection will be made this week and the firm will be notified so that bond underwriting can commence in preparation of the bond issuance.

**Item C: Budget Calendar:** Director of Finance explained that the budget process is underway and pointed out dates when the draft FY 18 Budget will be presented at the committee meetings and final approval at the April 17 Council meeting.

**Motion to Adjourn: Albrecht Second McCoskey All Ayes. Motion carried.**

**Next Meeting:** February 27,2017 5:00pm.

**ADJOURNMENT:** 5:55 p.m. **PREPARED BY:** Sandy Evans



## **City of O'Fallon, Illinois**

2016 Audit Presentation

# 2016 Overview

- Governmental Activities:
  - 36.9 million in cash and cash equivalents
  - Enough cash to cover 11.5 months of expense
  - 36.6 million working capital
  - 76.6 million in net position
  - 4.7 million decrease in net position
  - 4.3 million increase in fund balance
- Business Type Activities:
  - 9.4 million in cash and cash equivalents
  - Enough cash to cover 7.5 months of expense
  - 10.6 million working capital
  - 41.8 million in net position
  - 2.6 million increase in net position

# 2016 Overview (continued)

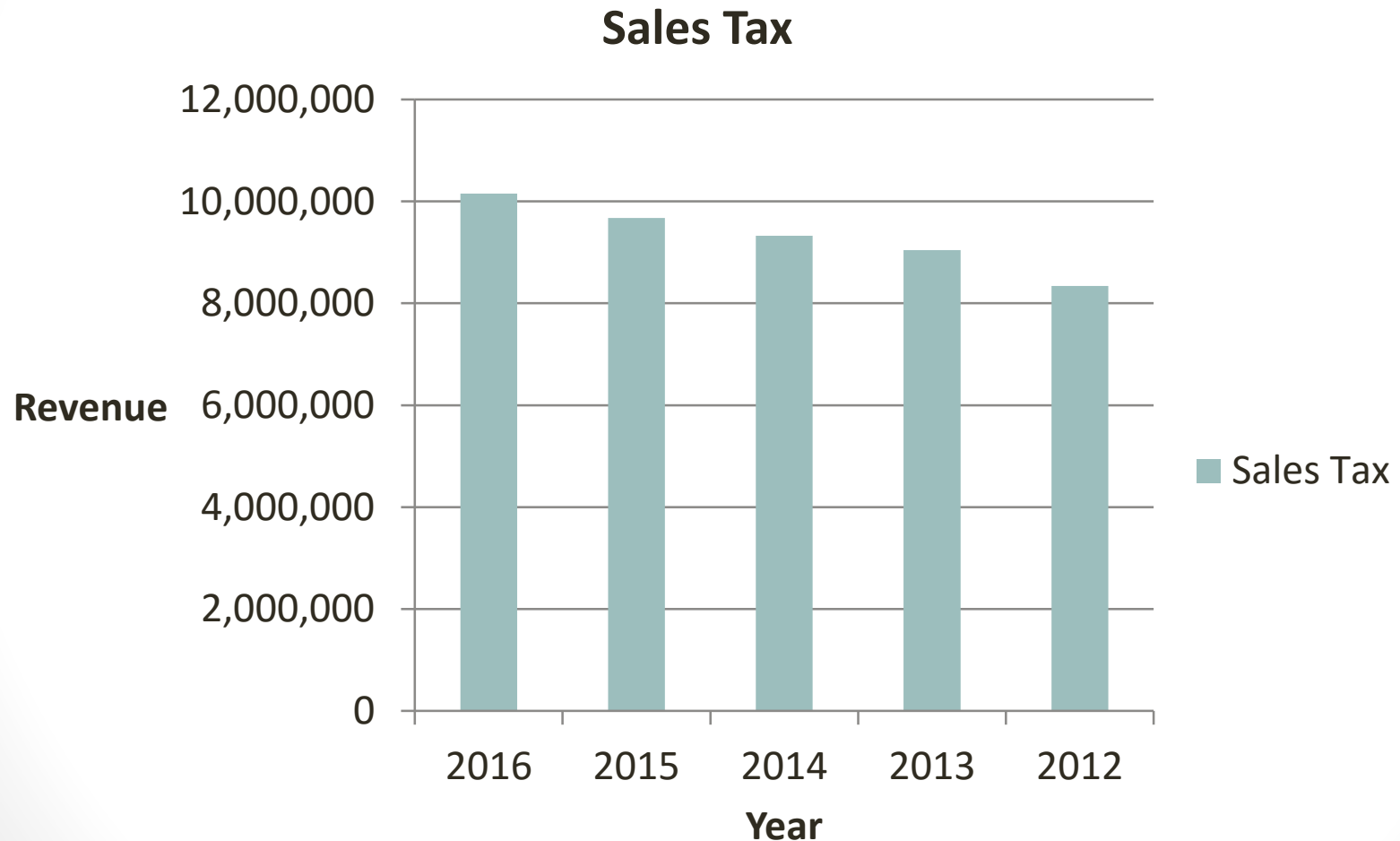
- Modified audit opinion – financial statements are fairly stated with three exception:
  - Police Pension actuarial valuation (GASB 68)
  - Fire Pension actuarial valuation (GASB 68)
  - Other post-employment benefit (OPEB)
- No single audit in 2016
  - New single audit threshold going forward is \$750,000
- Implementation of GASB Statement No. 68 – *Accounting and Financial Reporting for Pensions, an Amendment of GASB Statement No. 27*
  - This is a BIG CHANGE!!!



# Key Highlights: 2016 vs. 2015

- Unrestricted cash and investments position has increased approximately \$8.0 million
- Increase in governmental activities debt by approximately \$5.1 million
- Sales tax revenue increased by approximately \$476,000
- Overall expenses increased by approximately \$9.0 million (mainly due to TIF)
- TIF expenses up approximately 7.0 million
- Reduction of business-type activities debt by approximately \$940,000

# Sales Tax Revenue – Last Five Years



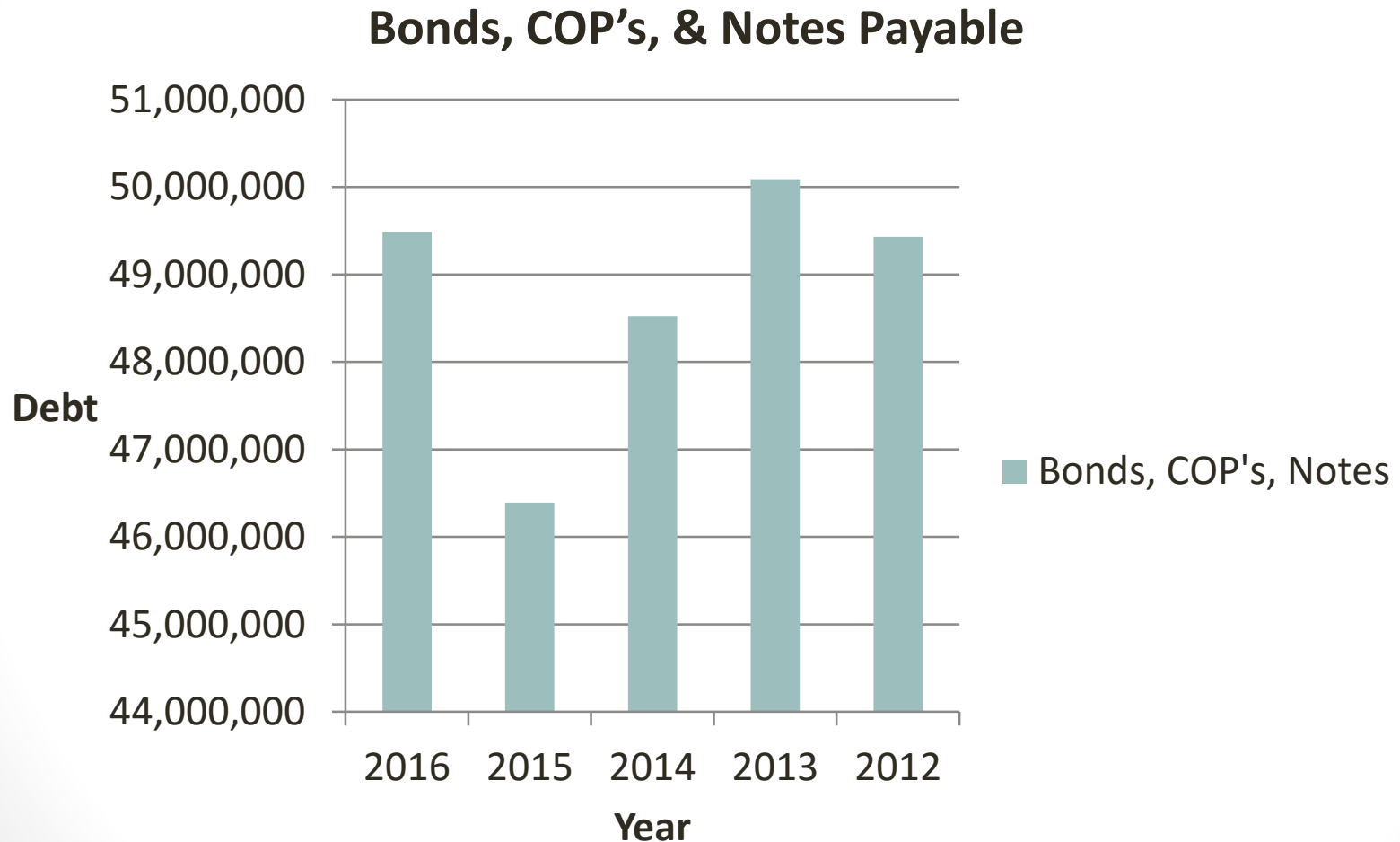
# Property Tax Revenue – Last Five Years



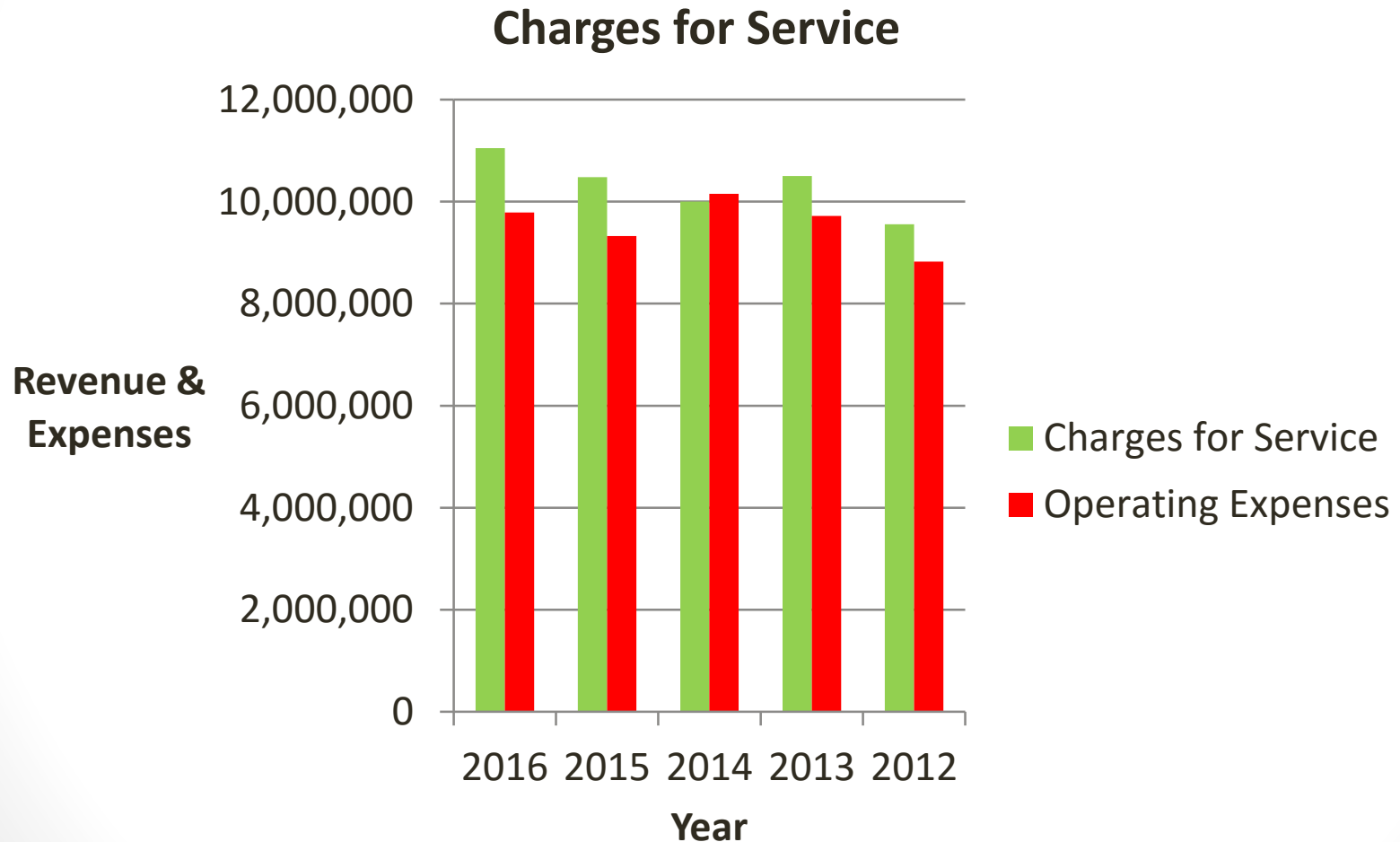
# Government-Wide Expenses – Last Five Years



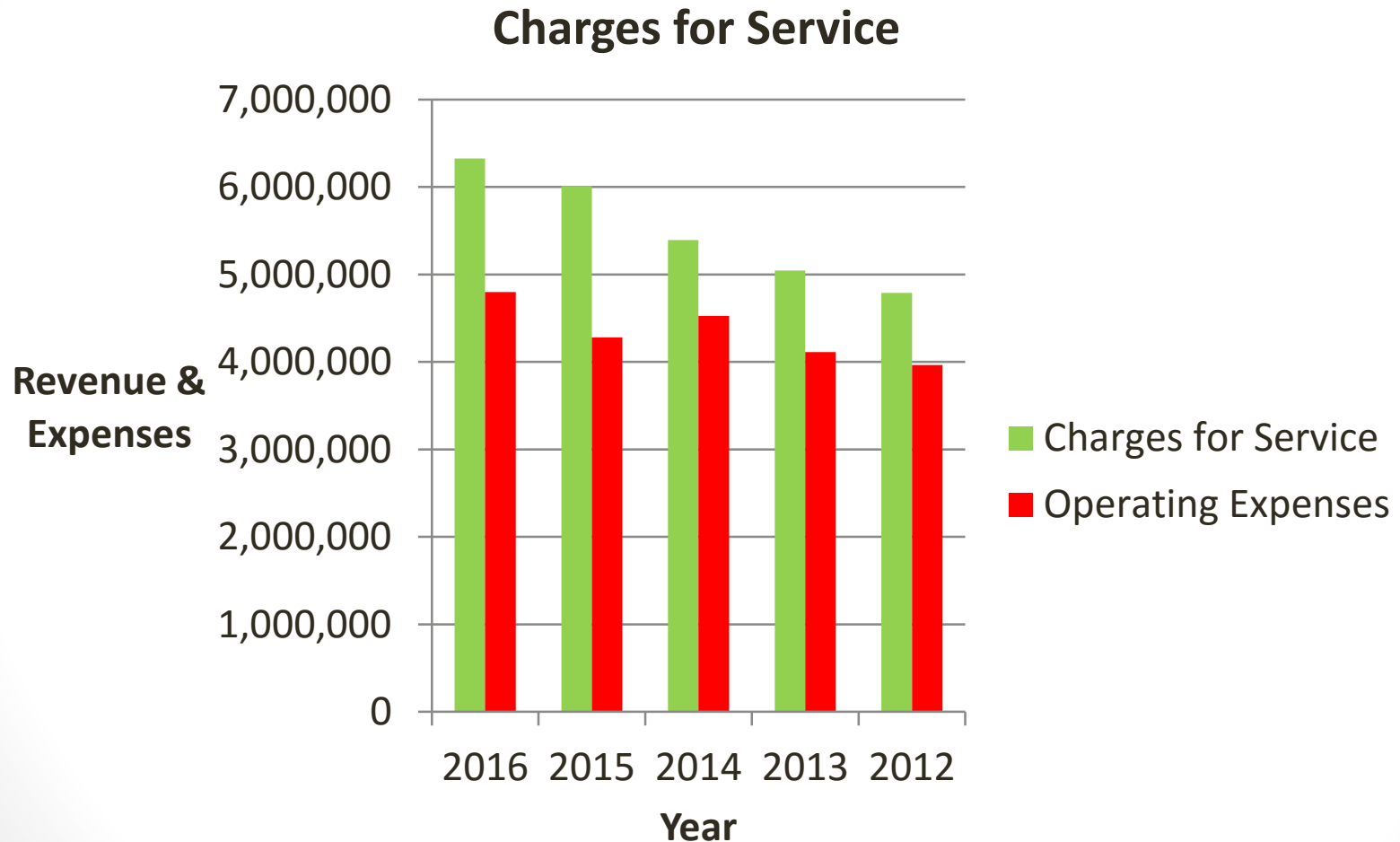
# Governmental Activities Debt – Last Five Years



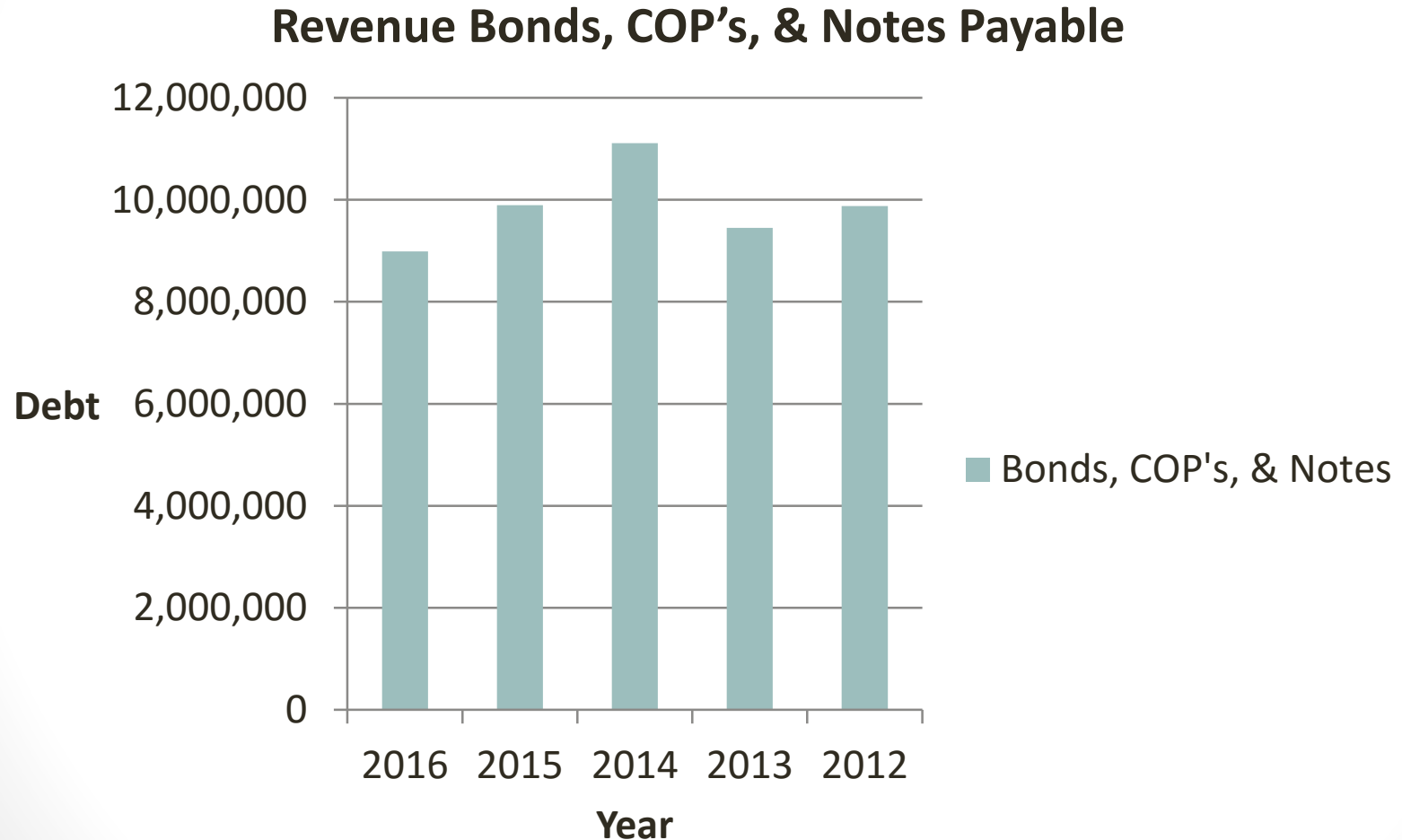
## Water Charges for Service – Last Five Years



## Sewer Charges for Service – Last Five Years

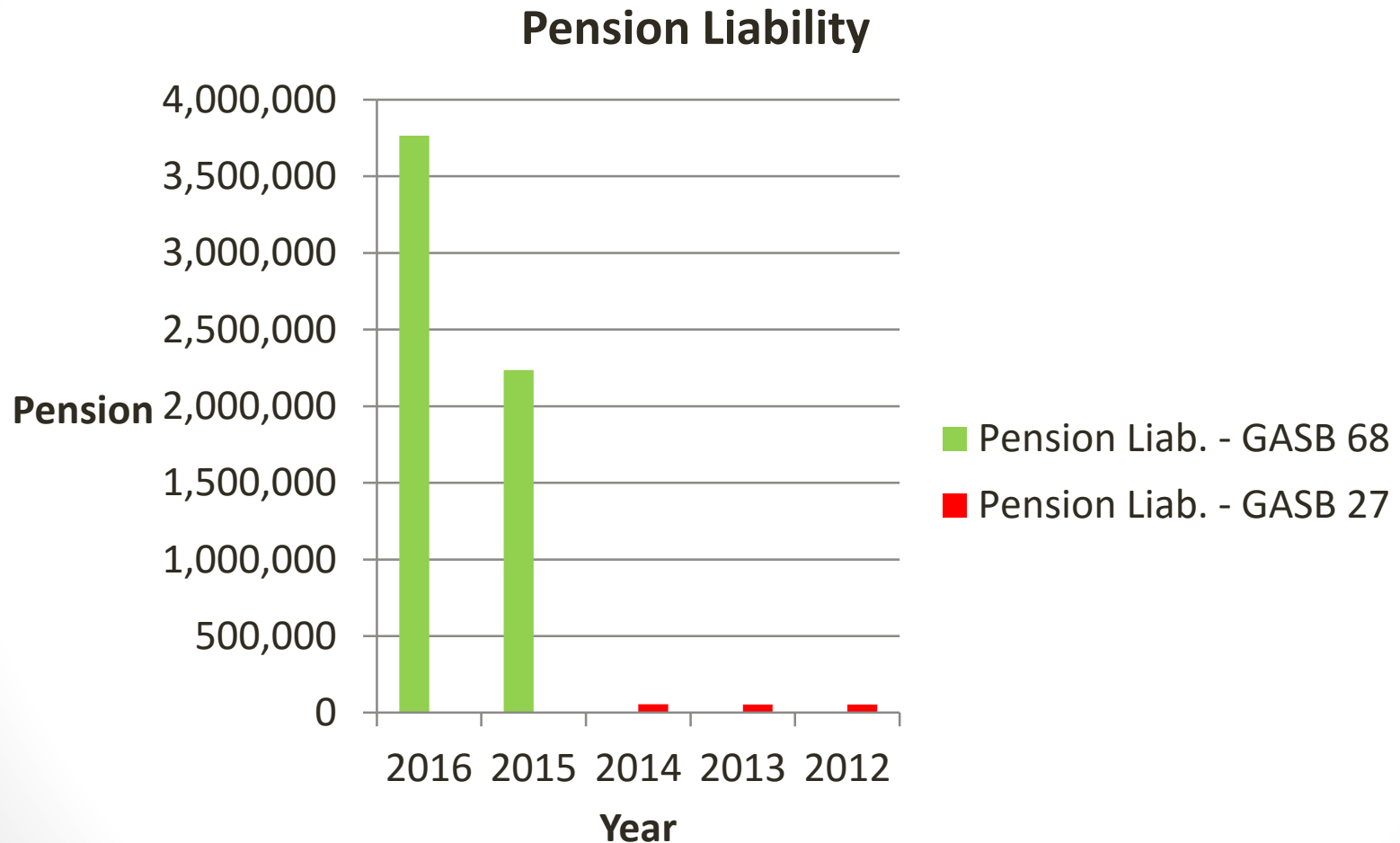


# Business-type Activities Debt – Last Five Years





# Pension Liability Last - Five Years



# GASB Statement No. 68

- The City's pension liability was previously required to be disclosed within the notes to the financial statements.
- What does GASB 68 do?
  - Establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense
  - Places the pension liability on the face of the financial statements
  - Improves the decision-usefulness of financial statements
  - Provides consistency and transparency in financial reporting
  - Enhances the value for assessing accountability
  - Provides a more comprehensive measure of pension expense
  - Provides more disclosure

# Audit Adjustments

- Prior period adjustment was needed to record pension liability due to the implementation of GASB No. 68
- Adjustments were needed to record current year pension liability and changes in pension expense due to the implementation of GASB No. 68
- Other entries needed to ensure compliance with Generally Accepted Accounting Principles.

# Findings & Recommendations

- The City has not performed an actuarial valuation in compliance with GASB 68 for the police pension and fire pension
  - We recommend the City obtain the actuarial valuations at least every two years
- The City has not performed an actuarial valuation of other post employment benefits (OPEB)
  - We recommend the City obtain the actuarial valuation at least every two years
- The City has not developed a formal year-end closing process
  - We recommend the City develop and document a year-end closing process to ensure all accounts are reconciled and properly reported in accordance with Generally Accepted Accounting Principles

Questions?

## MEMO

To: City Clerk, Phil Goodwin  
Finance Committee:  
David Cozad - Chair  
Jerry Albrecht – Vice Chairman  
Ned Drolet  
Bob Kueker  
Gene McCoskey  
Herb Roach

From: Patricia Diess  
Date: February 3, 2017  
Subject: Invoices for February 6, 2017  
Amount: \$2,551,186.48, Warrant: #366

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Attached, for the Finance Committee's and the City Council's approval, is the bills list for February 6, 2017 in the amount of \$2,550,736.48 as well as \$450.00 for Seasonal Park Payments. 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 February 6, 2017  
Warrant #366**

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 7<sup>th</sup> of February, 2017. 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.

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Gary Graham, Mayor

ATTEST:

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Philip Goodwin, City Clerk

	A	B	C	D	E
1	<b>AP Warrant FY 2017</b>				
2	Invoice Due Date.Date mm-dd-yyyy	02/07/2017			
3					
4	<b>Invoice Amount</b>				
5	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Invoice Description</b>	<b>Date mm-dd-yyyy</b>	<b>Total</b>
6	Absopure Water Co	56065008	WWTP-Lease Payment	12/31/2016	\$5.00
7	<b>Absopure Water Co Total</b>				<b>\$5.00</b>
8	Ace Hardware of O'Fallon	74519	Pks/Rec-Drill Bit, Paint, Protectant	01/03/2017	\$118.04
9		74550	PD-Houseplant Maintenance	01/04/2017	\$32.04
10		74556	PD-Asst'd Fasteners	01/04/2017	\$0.68
11		74595	Pks/Rec-Key Schlage	01/05/2017	\$3.98
12		74667	Cemetery-Anchors, Drill Bit Turbomax	01/10/2017	\$46.47
13		74697	Sportspark-Screwdriver, Adapters, Prybar	01/12/2017	\$87.87
14		74712	Pks/Rec-Key Schlage	01/12/2017	\$3.98
15		74772	Sportspark-Spraypaint for Hort Trailer	01/17/2017	\$9.98
16		74776	Sportspark-Primer Spray Paint, Spray Paint, Asst'd Fasteners	01/17/2017	\$17.18
17		74934	Pks/Rec-Steel	01/24/2017	\$9.99
18		75032	IT-Asst'd Fasteners for Windsor & Arbor Greens Camera Install	01/27/2017	\$9.20
19		75033	Sportspark-Irrigation Maintenance	01/27/2017	\$57.88
20		75034	Sportspark-Irrigation Parts	01/27/2017	\$3.58
21		75099	Pks/Rec-Hole Saw, Arbor, Wire	01/31/2017	\$39.97
22		CHJan 2017 Disc	CH-January 2017 Discount	01/31/2017	-\$44.10
23	<b>Ace Hardware of O'Fallon Total</b>				<b>\$396.74</b>
24	Advertiser Press Co	11912	PD-Business Cards/Rigger, Stewart	01/20/2017	\$76.00
25	<b>Advertiser Press Co Total</b>				<b>\$76.00</b>
26	Allegra Print & Imaging	5276	PD-Warning Notices	01/10/2017	\$515.53
27	<b>Allegra Print &amp; Imaging Total</b>				<b>\$515.53</b>
28	Amazon	174378503116	CDD-Books	12/08/2016	\$87.03
29		223362144943	PD-Recorder	01/06/2017	\$44.96
30		230247766754	IT-Phone Diagnostic Tool	12/22/2016	\$102.00
31	<b>Amazon Total</b>				<b>\$233.99</b>
32	American Water Works Assn	02642688-122116	Wtr-Membership Renewal/Ash, Tim	12/21/2016	\$83.00
33		2642605-122116	Wtr-Membership Renewal/Rushing, Joe	12/21/2016	\$83.00
34		2642640-122116	Wtr-Membership Renewal/Kombrink, Karl	12/21/2016	\$83.00
35		2642656-122116	Wtr-Membership Renewal/Weidner, Dan	12/21/2016	\$83.00
36		2642661-122116	Wtr-Membership Renewal/Suydam, Curt	12/21/2016	\$83.00
37		2642662-122116	Wtr-Membership Renewal/Cappello, Chris	12/21/2016	\$83.00
38		2642670-122116	Wtr-Membership Renewal/Halstead, John	12/21/2016	\$83.00
39		2642675-122116	Wtr-Membership Renewal/Hebel, Al	12/21/2016	\$83.00
40		2642685-122116	Wtr-Membership Renewal/Munie, Scott	12/21/2016	\$83.00
41	<b>American Water Works Assn Total</b>				<b>\$747.00</b>
42	Anderson Pest Solutions	4116797	Pks/Rec-Hesse Park Qtrly Pest Control Billing	01/03/2017	\$33.74
43		4116805	Strts,Wtr-Pest Control	01/03/2017	\$76.65



	A	B	C	D	E
44	Anderson Pest Solutions	4117665	FD-Pest Control/1215 Taylor Rd	01/03/2017	\$115.00
45	Anderson Pest Solutions Total				<b>\$225.39</b>
46	APA-St Louis Metro Section	011817	CDD-January Luncheon	01/18/2017	\$16.37
47	APA-St Louis Metro Section Total				<b>\$16.37</b>
48	Aramark Uniform Services	311940760	PD/EMS-Mat Service	01/05/2017	\$33.06
49		311966642	PD/EMS-Mat Service	01/12/2017	\$33.06
50		311991326	PD/EMS-Mat Service	01/19/2017	\$33.06
51		312016045	PD/EMS-Mat Service	01/26/2017	\$33.06
52	Aramark Uniform Services Total				<b>\$132.24</b>
53	Atkins, Monica M	012317	2017 Census Mileage Reimb	01/23/2017	\$139.32
54	Atkins, Monica M Total				<b>\$139.32</b>
55	Bagby, Danyel J	012317	2017 Census Mileage Reimb	01/23/2017	\$172.80
56	Bagby, Danyel J Total				<b>\$172.80</b>
57	BagSpot Pet Waste Solutions	BGSPT-2692	Pks/Rec-Rocksprings Park Dog Waste Bags	01/20/2017	\$638.67
58	BagSpot Pet Waste Solutions Total				<b>\$638.67</b>
59	Ballard, Keith W	013017-#1	Strts-Permanent Easement	01/30/2017	\$1,500.00
60		013017-#2	Strts-Temporary Construction Easement	01/30/2017	\$300.00
61	Ballard, Keith W Total				<b>\$1,800.00</b>
62	Batteries Plus Bulbs	378-108329-01	PW-Batteries	01/19/2017	\$187.80
63		378-325433	PD-Lithium Batteries	01/12/2017	\$20.65
64		378-325469	CDD-Batteries	01/12/2017	\$18.72
65	Batteries Plus Bulbs Total				<b>\$227.17</b>
66	Baxmeyer Construction Inc	012317-#1	St E's-Engineer's Payment	01/23/2017	\$186,728.65
67	Baxmeyer Construction Inc Total				<b>\$186,728.65</b>
68	Behrmann, James	Dec 2016	IT-Reimb/Cell Phone Chgs	01/02/2017	\$45.00
69	Behrmann, James Total				<b>\$45.00</b>
70	Bel-O Cooling & Heating Inc	91184	Fac-Ignitor, Labor	12/27/2016	\$785.00
71		91363	FD-Ventor Motor, Labor	01/10/2017	\$695.00
72		91393	FD-Gasket Kit, Labor	12/29/2016	\$825.00
73		91417	Strts,Wtr-HVAC Service @ PWC	01/11/2017	\$203.00
74		91418	Strts,Wtr-HVAC Service @ PWC	01/11/2017	\$203.00
75		91457	Wtr-Filters, Belt, Labor	01/11/2017	\$182.00
76	Bel-O Cooling & Heating Inc Total				<b>\$2,893.00</b>
77	Ben Meadows Company	SI03131105	Pks/Rec, Sportspark-Brush Clearing Gaiters-PPE for Burning	01/24/2017	\$144.66
78	Ben Meadows Company Total				<b>\$144.66</b>
79	Bi-County Small Engine Center Inc	52766	Pks/Rec-Battery, Fuel Filter	01/28/2017	\$127.95
80	Bi-County Small Engine Center Inc Total				<b>\$127.95</b>
81	Blake, Shabrina D	012317	2017 Census Mileage Reimb	01/23/2017	\$120.96
82	Blake, Shabrina D Total				<b>\$120.96</b>
83	Bound Tree Medical LLC	82371268	EMS-Medical Supplies	01/06/2017	\$29.79
84		82377469	EMS-Medical Supplies	01/12/2017	\$421.80
85		82381699	EMS-Medical Supplies	01/17/2017	\$175.20
86		82381701	EMS-Medical Supplies	01/17/2017	\$27.72

	A	B	C	D	E
87	Bound Tree Medical LLC	82384411	EMS-Medical Supplies	01/19/2017	\$47.96
88	Bound Tree Medical LLC Total				<b>\$702.47</b>
89	Brewster Alexander LLC	IP11547	Replacement cameras (CH Basement, Sports Park)	01/20/2017	\$836.00
90	Brewster Alexander LLC Total				<b>\$836.00</b>
91	Bruckert, Gruenke & Long PC	6952	PD-Conduct Tow Hearings, Attend Traffic Dockets	01/04/2017	\$255.00
92	Bruckert, Gruenke & Long PC Total				<b>\$255.00</b>
93	Butler Supply Co	12584754	Swr-Lights	01/10/2017	\$105.00
94		12587516	PD/EMS-Lights	01/12/2017	\$217.80
95		12587517	PD/EMS-Lights	01/12/2017	\$15.42
96		12587518	FD-Flag Light Sta #4	01/12/2017	\$918.39
97		12589377	PD/EMS-Lights	01/16/2017	\$128.70
98		12590437	Swr-GFCI Receptacle	01/17/2017	\$12.00
99		12594306	WWTP-Heavy Wall Alum	01/20/2017	\$23.15
100		12596819	Swr-Generator Supplies/Howard Lift Station	01/24/2017	\$111.41
101		12596820	PD/EMS-Lights	01/24/2017	\$283.70
102		12596821	Swr-Generator Supplies/Howard Lift Station	01/24/2017	\$9.60
103		12598197	Swr-Generator Supplies	01/25/2017	\$310.07
104		12598198	Swr-Generator Supplies/Crown Point Lift Station	01/25/2017	\$7.63
105		12598199	Swr-Generator Supplies/Crown Point Lift Station	01/25/2017	\$10.81
106		12599540	Swr-Generator Supplies/Crown Point Lift Station	01/26/2017	\$146.16
107		12599541	Swr-Generator Supplies/Crown Point Lift Station	01/26/2017	\$3.06
108		12599542	Swr-Generator Supplies/Crown Point Lift Station	01/26/2017	\$20.56
109		12599543	Swr-Generator Supplies/Crown Point Lift Station	01/26/2017	\$9.20
110		12599544	Swr-Generator Supplies	01/26/2017	\$6.47
111		12600861	Swr-Generator Supplies/Crown Point Lift Station	01/27/2017	\$56.30
112		12600862	WWTP-Generator Supplies	01/27/2017	\$37.93
113	Butler Supply Co Total				<b>\$2,433.36</b>
114	Cargill Inc	2903195366	Strts-Delcer	01/13/2017	\$14,459.35
115		2903202678	Strts-Delcer	01/17/2017	\$6,133.35
116		2903205909	Strts-Delcer	01/18/2017	\$1,996.20
117	Cargill Inc Total				<b>\$22,588.90</b>
118	CBB Transportation	123016-#4	Strts-Old Vincennes/Scott Troy/Borchers Intersection	12/30/2016	\$985.00
119	CBB Transportation Total				<b>\$985.00</b>
120	Cee Kay Supply Inc	1439448	Strts-ARCD25-100; Argon 75% CO2 25% Size 100	12/31/2016	\$14.82
121		3817043	Sportspark-Welding Supplies/Equip for Truck Welder #119	01/23/2017	\$1,019.91
122		3817044	Sportspark-Protective Cover Engine Drice	01/23/2017	\$142.00
123	Cee Kay Supply Inc Total				<b>\$1,176.73</b>
124	Charter Communications	108719-011417	8345 78 225 0108719	01/14/2017	\$14.76
125		11158-010717	Phone, Network & Internet Charges	01/07/2017	\$5,774.39
126		224904-012117	Pks/Rec-February TV Service	01/21/2017	\$7.39
127		24452-011817	PD/EMS-TV Service	01/18/2017	\$124.69
128		322138-010817	8345 78 225 0322138	01/08/2017	\$59.98
129		336567-012817	8345 78 225 0336567	01/28/2017	\$59.98

	A	B	C	D	E
130	<b>Charter Communications Total</b>				<b>\$6,041.19</b>
131	<b>Cintas Corporation</b>	<b>731575146</b>	Fire Station #4-Mat Service	01/05/2017	\$59.17
132		<b>731578082</b>	Fire Station #4-Mat Service	01/12/2017	\$59.17
133		<b>731581072</b>	Fire Station #4-Mat Service	01/19/2017	\$59.17
134	<b>Cintas Corporation Total</b>				<b>\$177.51</b>
135	<b>Cletes Auto Repair</b>	<b>89817</b>	PD-Svc on 2008 Crown Victoria, Unit 37	01/10/2017	\$648.41
136		<b>89893</b>	PD-Svc on 2008 Outlander, Unit 67	01/11/2017	\$165.52
137		<b>89923</b>	PD-Towing on 2014 Explorer, Unit 45	01/13/2017	\$60.00
138		<b>89924</b>	PD-Svc on 2014 Explorer, Unit 25	01/13/2017	\$912.51
139		<b>89952</b>	PD-Svc on 2013 Explorer, Unit 30	01/18/2017	\$1,544.64
140		<b>89956</b>	PD-Svc on 2014 Explorer, Unit 25	01/18/2017	\$678.51
141		<b>89991</b>	PD-Svc on 2013 Explorer, Unit 27	01/20/2017	\$452.41
142		<b>90005</b>	PD-2013 Tahoe, Unit 48	01/20/2017	\$52.28
143		<b>90017</b>	PD-Svc on 2007 Explorer, Unit 53	01/20/2017	\$1,046.21
144		<b>90034</b>	PD-Svc on 2015 Explorer, Unit 40	01/25/2017	\$603.71
145	<b>Cletes Auto Repair Total</b>				<b>\$6,164.20</b>
146	<b>Cleveland, Carolyn J</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$92.88
147	<b>Cleveland, Carolyn J Total</b>				<b>\$92.88</b>
148	<b>CMS Communications Inc</b>	<b>1701431-IN</b>	IT-Annual Maintenance Contract	01/30/2017	\$16,720.00
149	<b>CMS Communications Inc Total</b>				<b>\$16,720.00</b>
150	<b>Cogburn, Carliss L</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$128.52
151	<b>Cogburn, Carliss L Total</b>				<b>\$128.52</b>
152	<b>Coleman, Geraldine J</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$29.16
153	<b>Coleman, Geraldine J Total</b>				<b>\$29.16</b>
154	<b>Communication Revolving Fund</b>	<b>T1721460</b>	PD-Communication Charges	01/17/2017	\$1,436.07
155	<b>Communication Revolving Fund Total</b>				<b>\$1,436.07</b>
156	<b>Community Wholesale Tire Inc</b>	<b>9220433</b>	Strts-Tires	01/15/2017	\$665.99
157		<b>9230968</b>	Strts-Tires	01/24/2017	\$500.76
158	<b>Community Wholesale Tire Inc Total</b>				<b>\$1,166.75</b>
159	<b>Compugen Finance Inc</b>	<b>33425</b>	IT-Replacement Desktop Computers	12/19/2016	\$952.00
160	<b>Compugen Finance Inc Total</b>				<b>\$952.00</b>
161	<b>Contech Engineered Solutions</b>	<b>IN00295008</b>	Strts-H/C Pipe, Galvanized	01/10/2017	\$3,044.20
162	<b>Contech Engineered Solutions Total</b>				<b>\$3,044.20</b>
163	<b>Cost Recovery Corp</b>	<b>012717</b>	Monthly Contingency Fees	01/27/2017	\$1,912.64
164	<b>Cost Recovery Corp Total</b>				<b>\$1,912.64</b>
165	<b>Crain Tree Farm</b>	<b>4857</b>	Street Trees Planted at Prairie Crossing	01/18/2017	\$2,240.00
166	<b>Crain Tree Farm Total</b>				<b>\$2,240.00</b>
167	<b>Cudney, Roger K</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$134.46
168	<b>Cudney, Roger K Total</b>				<b>\$134.46</b>
169	<b>Cunningham, Vogel &amp; Rost PC</b>	<b>90621</b>	PD-Police Dept Issues	12/31/2016	\$1,122.00
170	<b>Cunningham, Vogel &amp; Rost PC Total</b>				<b>\$1,122.00</b>
171	<b>Custom Car &amp; Truck</b>	<b>102519</b>	Pks/Rec-Safety Light Bar on Truck #120	01/10/2017	\$150.00
172		<b>102530</b>	Pks/Rec-Work Lights on Truck #119	01/10/2017	\$250.00

	A	B	C	D	E
173	Custom Car & Truck	102599	Pks/Rec-Worklights, #117	01/16/2017	\$150.00
174	Custom Car & Truck Total				<b>\$550.00</b>
175	Custom Screen Printing Inc	31703	Pks/Rec-Fall Baseball Reorder	09/30/2016	\$41.40
176		31704	Pks/Rec-Official Shirts for Basketball/Soccer	10/11/2016	\$207.00
177		32435	Pks/Rec-Clinic Shirts	01/18/2017	\$200.00
178	Custom Screen Printing Inc Total				<b>\$448.40</b>
179	Datamax Office Systems	1346469	Contract CN9418-01	01/16/2017	\$31.08
180		1358372	Contract CN912-02	01/30/2017	\$20.32
181	Datamax Office Systems Total				<b>\$51.40</b>
182	Datamax STL Leasing	1357152	Lease 4-03083 (12/05-01/04/17)	01/27/2017	\$64.00
183		1357153	Lease 4-03083 (01/05-02/04/17)	01/27/2017	\$64.00
184		L305803080	Lease 3-05803	01/25/2017	\$343.78
185		L305821079	Lease 3-05821	01/25/2017	\$315.62
186		L306061059	Lease 3-06061	01/25/2017	\$109.40
187		L306136054	Lease 3-06136	01/25/2017	\$387.99
188		L306185050	Lease 3-06185	01/25/2017	\$3,112.53
189		L306498025	Lease 3-06498	01/25/2017	\$181.65
190	Datamax STL Leasing Total				<b>\$4,578.97</b>
191	Dave Schmidt Truck Svc	P45372	Strts-Switch	01/10/2017	\$123.38
192		T83066	Strts-Svc on 2003 F-350,. Unit 4	12/27/2016	\$154.76
193		T83077	EMS-Svc on 2013 F450, Unit 4345	12/27/2016	\$2,786.96
194		T83230	FD-Svc on 1999 Ferrara, Unit 4311	01/18/2017	\$1,108.59
195	Dave Schmidt Truck Svc Total				<b>\$4,173.69</b>
196	Davis, Thomas	Dec 2016	IT-Reimb/Cell Phone Chgs	01/04/2017	\$45.00
197	Davis, Thomas Total				<b>\$45.00</b>
198	DELL	10143826436	PS Data Center UPS Maintenance Agreement	01/27/2017	\$3,665.99
199		60101604899	IT-Credit Memo	11/14/2016	-\$2,321.94
200		XFR78PDM8	IT-Return Credit	04/30/2012	-\$694.82
201		XK233F1T9	IT-Hot-Plug Hard Drive Cus Kit	10/26/2016	\$2,321.94
202	DELL Total				<b>\$2,971.17</b>
203	DeMond Signs	11430A	Strts-Remove and Store Christmas Decorations	01/13/2017	\$11,840.00
204		11448A	Pks/Rec-One double-sided Daktronic LED Display	01/23/2017	\$11,711.00
205	DeMond Signs Total				<b>\$23,551.00</b>
206	Dig-Smart LLC	1264	PW-Utility Locate Software Maintenance	01/18/2017	\$7,500.00
207	Dig-Smart LLC Total				<b>\$7,500.00</b>
208	Dobecki, John J	012317	2017 Census Mileage Reimb	01/23/2017	\$110.70
209	Dobecki, John J Total				<b>\$110.70</b>
210	Drury Development Corporation	Dec 2016	December 2016 Rebate Agreement	01/27/2017	\$3,648.80
211	Drury Development Corporation Total				<b>\$3,648.80</b>
212	Dutch Hollow Janitor	205990-01	CityHall-Entrance Mats	01/16/2017	\$285.34
213		206523	CityHall-Janitorial Supplies	01/25/2017	\$532.56
214		206526	IT-Bath Tissue, Centerpull TOWels	01/25/2017	\$138.01
215		206527	Strts,Wtr-Janitorial Supplies	01/25/2017	\$133.14

	A	B	C	D	E
216	Dutch Hollow Janitor	206528	WWTP-Janitorial Supplies	01/25/2017	\$112.83
217	Dutch Hollow Janitor Total				<b>\$1,201.88</b>
218	Eden Brothers	I170121345	Wtr-Direct Connect Lead Set, Shipping	01/21/2017	\$139.95
219	Eden Brothers Total				<b>\$139.95</b>
220	EJ Equipment Inc	E00235	Wtr-Service Body with Crane Mounted on a 2017 F550 Chassis	01/23/2017	\$128,630.00
221		P04486	Swr-Cables	01/13/2017	\$138.50
222		P04577	Swr-Cables	01/19/2017	\$144.17
223		P04613	Swr-Camera Loaner	01/23/2017	\$191.21
224	EJ Equipment Inc Total				<b>\$129,103.88</b>
225	Electrico Inc	16787-1230	Strts-Relocated Conduit/Pulled New Wlre for Lighting	12/30/2016	\$5,003.79
226	Electrico Inc Total				<b>\$5,003.79</b>
227	Elite Power Solutions LLC	D-101333	FD-Filter Element AMPS, Shipping	01/17/2017	\$119.00
228	Elite Power Solutions LLC Total				<b>\$119.00</b>
229	EMD Millipore Corporation	7880047	WWTP-EZFit Manifold	01/18/2017	\$1,773.11
230	EMD Millipore Corporation Total				<b>\$1,773.11</b>
231	Emerald Data Solutions Inc	12761	Admin-Agenda Management Software	01/06/2017	\$13,000.00
232	Emerald Data Solutions Inc Total				<b>\$13,000.00</b>
233	Environmental Express Inc	1000449375	WWTP-Lab Supplies	01/09/2017	\$121.00
234		1000449625	WWTP-Lab Supplies	01/10/2017	\$428.56
235	Environmental Express Inc Total				<b>\$549.56</b>
236	ePACT Network Ltd	INV-0281	Pks/Rec-50% of Base Subscription Fee, Incl Emergency Info	12/29/2016	\$2,600.00
237	ePACT Network Ltd Total				<b>\$2,600.00</b>
238	Epplin, Catherine A	012317	2017 Census Mileage Reimb	01/23/2017	\$150.12
239	Epplin, Catherine A Total				<b>\$150.12</b>
240	Erlinger, Melinda K	012317	2017 Census Mileage Reimb	01/23/2017	\$84.78
241	Erlinger, Melinda K Total				<b>\$84.78</b>
242	Express Medical Care LLC	5563	FD-Firefighter Physical/Smith, Odell	01/03/2017	\$171.00
243	Express Medical Care LLC Total				<b>\$171.00</b>
244	Fastenal Company	ILBEL75393	PW-Safety Supplies	01/20/2017	\$191.25
245		ILBEL75479	PW-Safety Supplies	01/12/2017	\$338.90
246	Fastenal Company Total				<b>\$530.15</b>
247	Fire Apparatus & Supply Team	16-384	EMS-WP Auote Eject Cover	12/20/2016	\$63.83
248	Fire Apparatus & Supply Team Total				<b>\$63.83</b>
249	Flinn Engineering LLC	17-006	Wtr-Water Customer, Demand Projections	01/27/2017	\$2,100.00
250	Flinn Engineering LLC Total				<b>\$2,100.00</b>
251	Fource Group, The	1053	EconDev-Development/Creation of Website	01/04/2017	\$30,000.00
252		1057	Pks/Rec-Youth Sports Baseball/Soccer/Lacrosse Digital Media	01/12/2017	\$750.00
253		1074	Pks/Rec-Park Partner Contracts	02/01/2017	\$17,040.00
254		1075	Pks/Rec-Steve's Auto Body Park Partners Contract	02/01/2017	\$2,920.00
255	Fource Group, The Total				<b>\$50,710.00</b>
256	France Mechanical Corp	13153	PD/EMS-RTU #4 Checked and Serviced	09/30/2016	\$368.17
257	France Mechanical Corp Total				<b>\$368.17</b>
258	Franklin, Betty L	012317	2017 Census Mileage Reimb	01/23/2017	\$176.04

	A	B	C	D	E
259	<b>Franklin, Betty L Total</b>				<b>\$176.04</b>
260	<b>Frost Electric Supply Co</b>	<b>S3724531.001</b>	FD-Twist A Nut Screwdriver	01/10/2017	\$42.92
261		<b>S3726780.001</b>	Strts-Medium Base Lamps	01/16/2017	\$170.30
262		<b>S3726846.001</b>	Strts-Street Light Repairs	01/16/2017	\$34.06
263	<b>Frost Electric Supply Co Total</b>				<b>\$247.28</b>
264	<b>Funk, Dale M</b>	<b>16-287</b>	Admin-Objections to Nominating Petitions of Chris Hursey	01/25/2017	\$1,657.50
265		<b>16-287 Reimb</b>	Admin Reimb/Reporter Service	01/25/2017	\$350.57
266		<b>16-288</b>	EconDev-Fource Group	01/05/2017	\$142.50
267		<b>16-292</b>	Admin-Objections to Nominating Petitions of David Hursey	01/25/2017	\$2,295.00
268		<b>16-292 Reimb</b>	Admin Reimb/Reporter Service	01/25/2017	\$354.53
269		<b>Traffic #16-164</b>	PD-Traffic/Misdemeanor Disposition	12/20/2016	\$187.50
270		<b>Traffic #16-165</b>	PD-Traffic/Misdemeanor Disposition	12/30/2016	\$187.50
271		<b>Traffic #16-166</b>	PD-Traffic/Misdemeanor Disposition	01/09/2017	\$187.50
272		<b>Traffic #16-167</b>	PD-Traffic/Misdemeanor Disposition	01/24/2017	\$450.00
273	<b>Funk, Dale M Total</b>				<b>\$5,812.60</b>
274	<b>Fussell, Samuel</b>	<b>1127-122616</b>	IT Reimb/Cell Phone Stipend	12/26/2016	\$45.00
275	<b>Fussell, Samuel Total</b>				<b>\$45.00</b>
276	<b>Gempler's</b>	<b>SI03123137</b>	Pks/Rec,Sportspark-Safety Glasses, Shovel	01/19/2017	\$279.64
277		<b>SI03140865</b>	Sportspark-Hose Reel, Shovel, SMV Emblem, Sprayer	01/30/2017	\$177.35
278	<b>Gempler's Total</b>				<b>\$456.99</b>
279	<b>Glen Ed Soccer Club</b>	<b>072917</b>	Pks/Rec-Smith Glen Ed Tournament	01/29/2017	\$525.00
280	<b>Glen Ed Soccer Club Total</b>				<b>\$525.00</b>
281	<b>Glock Inc</b>	<b>SI-0189769</b>	PD-Supplies	01/10/2017	\$476.00
282	<b>Glock Inc Total</b>				<b>\$476.00</b>
283	<b>Gonzalez Office Products</b>	<b>200482847-1</b>	PD-Label Rolls	01/05/2017	\$23.24
284		<b>200491136-1</b>	ADMIN-OFFICE SUPPLIES	01/20/2017	\$272.08
285		<b>200492115-1</b>	CDD-Office Supplies	01/23/2017	\$45.80
286		<b>200494399-1</b>	PW-Ink Rollers, CD/DVD Storage Box, Storage File	01/26/2017	\$81.72
287	<b>Gonzalez Office Products Total</b>				<b>\$422.84</b>
288	<b>GotSoccer LLC</b>	<b>37509</b>	Pks/Rec-Tournament GotSoccer 2016	09/20/2016	\$1,035.00
289	<b>GotSoccer LLC Total</b>				<b>\$1,035.00</b>
290	<b>Gov Consulting Solutions</b>	<b>4502</b>	Admin-March 2017 Consulting Service	01/30/2017	\$3,000.00
291	<b>Gov Consulting Solutions Total</b>				<b>\$3,000.00</b>
292	<b>Green Guard</b>	<b>5065026</b>	Pks/Rec-First Aid Restock	01/12/2017	\$51.09
293	<b>Green Guard Total</b>				<b>\$51.09</b>
294	<b>Green, Rockie</b>	<b>1208-010717</b>	CDD Reimb/Cell Phone Charges	01/07/2017	\$30.00
295	<b>Green, Rockie Total</b>				<b>\$30.00</b>
296	<b>Gutierrez, Donna E</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$144.72
297	<b>Gutierrez, Donna E Total</b>				<b>\$144.72</b>
298	<b>Hach Company</b>	<b>10288041</b>	WWTP-Lab Supplies	01/24/2017	\$631.87
299	<b>Hach Company Total</b>				<b>\$631.87</b>
300	<b>Hanny, Jennifer E</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$46.44
301	<b>Hanny, Jennifer E Total</b>				<b>\$46.44</b>



	A	B	C	D	E
302	Hawkins Inc	4004939 RI	Wtr-Azone 15-EPA Reg No 7870-5	01/03/2017	\$3,432.12
303	Hawkins Inc Total				<b>\$3,432.12</b>
304	HD Supply Waterworks Ltd	G628435	Wtr-Heavy Duty Tile Probe, Tile Probe	01/11/2017	\$172.09
305		G676590	Swr-PVC Swr Pipe	01/19/2017	\$73.92
306		G706094	Swr-PVC Swr Pipe	01/26/2017	\$123.20
307	HD Supply Waterworks Ltd Total				<b>\$369.21</b>
308	Heros in Style	155864	FD-Uniforms/Saunders, B	01/05/2017	\$46.50
309		155907	PD-Uniform/Hesselbacher, D	01/06/2017	\$48.99
310	Heros in Style Total				<b>\$95.49</b>
311	Hills Signs	28358	FD-Refl Eqpt Markers	01/09/2017	\$73.00
312	Hills Signs Total				<b>\$73.00</b>
313	Hilton Garden Inn	Dec 2016-F&B	December 2016 Rebate Agreement	01/24/2017	\$1,283.01
314		Dec 2016-H/M	December 2016 Rebate Agreement	01/24/2017	\$2,131.20
315	Hilton Garden Inn Total				<b>\$3,414.21</b>
316	Homefield Energy	96449417011	Monthly Utilities	01/25/2017	\$37,813.64
317	Homefield Energy Total				<b>\$37,813.64</b>
318	Hopkins, Jeffrey	012317	2017 Census Mileage Reimb	01/23/2017	\$206.82
319	Hopkins, Jeffrey Total				<b>\$206.82</b>
320	Horner & Shifrin Inc	012017-#1	St E's-Professional Svcs	01/20/2017	\$20,818.48
321	Horner & Shifrin Inc Total				<b>\$20,818.48</b>
322	HSHS St Elizabeth's Hospital	012417-#1	TIF #2, Utility Submission #1	01/24/2017	\$1,309,155.27
323	HSHS St Elizabeth's Hospital Total				<b>\$1,309,155.27</b>
324	Hughes Customat Inc	98049	Strts,Wtr-Mat Service	01/10/2017	\$44.61
325		98050	IT-Mat Service	01/10/2017	\$16.16
326		98053	Swr-Mat Service	01/10/2017	\$36.81
327		99794	Wtr,Strts-Mat Service	01/24/2017	\$44.61
328		99795	IT-Mat Service	01/24/2017	\$16.16
329		99798	Swr-Mat Service	01/24/2017	\$36.81
330	Hughes Customat Inc Total				<b>\$195.16</b>
331	Hutchison, Mary Jeanne	013117	Travel Reimb Request/IPRA Conference	01/31/2017	\$135.17
332	Hutchison, Mary Jeanne Total				<b>\$135.17</b>
333	IL American Water Co	0105-020117	FD-Monthly Utilities/102 Oak St	01/06/2017	\$25.57
334		1213-011617	Monthly Water Charges	01/17/2017	\$400,651.21
335		1213-011617B	FD-Monthly Utilities	01/18/2017	\$360.07
336	IL American Water Co Total				<b>\$401,036.85</b>
337	IL EPA	011217-#37	Water Revolving Fund	01/12/2017	\$11,086.01
338	IL EPA Total				<b>\$11,086.01</b>
339	IL GIS Association	2924	IT-ILGISA Membership Investment/Quinn, Chad	01/01/2017	\$60.00
340		2978	IT-ILGISA Membership Investment/Shewmaker, Rob	01/01/2017	\$60.00
341	IL GIS Association Total				<b>\$120.00</b>
342	IL Municipal League	012417	CC-2017 Membership Dues	01/24/2017	\$2,000.00
343	IL Municipal League Total				<b>\$2,000.00</b>
344	Illinois FC Tournaments	012917	Pks/Rec-Smith Illinois FC Tournament	01/29/2017	\$600.00

	A	B	C	D	E
345	Illinois FC Tournaments Total				<b>\$600.00</b>
346	Int'l Assn of Chiefs of Police	1001239238	PD-Membership Renewal	12/27/2016	\$150.00
347	Int'l Assn of Chiefs of Police Total				<b>\$150.00</b>
348	Jack Schmitt Chevrolet	464030	Strts-Clips	01/17/2017	\$9.26
349	Jack Schmitt Chevrolet Total				<b>\$9.26</b>
350	Johnson, Heather	6591	Pks/Rec-Fit Camp	01/23/2017	\$448.00
351	Johnson, Heather Total				<b>\$448.00</b>
352	Julie Inc	2017-1254	Wtr,Swr-Annual Print/E-Mail Transmissions, FAX Transmissions	01/09/2017	\$10,303.50
353	Julie Inc Total				<b>\$10,303.50</b>
354	K&F Electric Inc	4164	Fac,Wtr,Swr-City Hall Generator	01/18/2017	\$4,204.71
355	K&F Electric Inc Total				<b>\$4,204.71</b>
356	Knapheide Truck Equipment Ctr	SLS46276	Strts-Jack Feed Gate	01/23/2017	\$63.43
357	Knapheide Truck Equipment Ctr Total				<b>\$63.43</b>
358	Koerkenmeier, Jerry	1742	CDD Reimb/Uniforms	01/09/2017	\$20.45
359	Koerkenmeier, Jerry Total				<b>\$20.45</b>
360	K-Tech Specialty Coatings Inc	201701-K0037	Strts-Beet Heet Super Severe	01/15/2017	\$7,116.43
361	K-Tech Specialty Coatings Inc Total				<b>\$7,116.43</b>
362	Kukorola Appraisals	163	Admin-Full Land Appraisal	12/12/2016	\$400.00
363	Kukorola Appraisals Total				<b>\$400.00</b>
364	Kulp, Andrew J	121716	Pks/Rec Reimb/Coaching Gear	12/17/2016	\$75.00
365	Kulp, Andrew J Total				<b>\$75.00</b>
366	Lake Contracting Inc	58	WWTP/Swr-Floor to New Storage Bldg	01/23/2017	\$24,842.50
367	Lake Contracting Inc Total				<b>\$24,842.50</b>
368	LaRosa's Flowers	30424	EMS/PD-Flowers for Mary Battoe	12/29/2016	\$50.00
369	LaRosa's Flowers Total				<b>\$50.00</b>
370	Lickenbrock & Sons Inc	44400	Sportspark-Soccer Goals Repair/Maint	01/10/2017	\$30.60
371		44405	Strts-Compressed Gas	01/10/2017	\$43.21
372		44409	Pks/Rec-Soccer Goals Repair	01/16/2017	\$17.06
373		44411	Sportspark-Soccer Goals Repair	01/17/2017	\$38.55
374		44417	Strts-Boring Machine Supplies	01/19/2017	\$7.90
375		44420	Sportspark-Steel Welding Repair	01/19/2017	\$4.84
376	Lickenbrock & Sons Inc Total				<b>\$142.16</b>
377	Liese Lumber Co Inc	2663954	WWTP-Oak Wedges	12/27/2016	\$450.00
378	Liese Lumber Co Inc Total				<b>\$450.00</b>
379	Maclair Asphalt Sales LLC	1707	MFT-EZ Street	01/16/2017	\$887.05
380	Maclair Asphalt Sales LLC Total				<b>\$887.05</b>
381	Mahlman, Leroy	110815	EMS-Ambulance Run Refund	01/26/2017	\$73.69
382	Mahlman, Leroy Total				<b>\$73.69</b>
383	Major Case Squad	010617A	PD-MCS Membership Dues	01/06/2017	\$750.00
384	Major Case Squad Total				<b>\$750.00</b>
385	Maxson Services	12040	CityHall-Replace on Toilet	01/10/2017	\$141.40
386	Maxson Services Total				<b>\$141.40</b>
387	McBeth, Nathan	013117	Pks Travel Reimbursement Req/IPRA Conference	01/31/2017	\$285.42



	A	B	C	D	E
388	<b>McBeth, Nathan Total</b>				<b>\$285.42</b>
389	<b>Menard Inc</b>	<b>24252</b>	FD-Supplies to Connect New Ice Machine	01/12/2017	\$50.57
390		<b>24308</b>	FD-Return Credit	01/13/2017	-\$24.25
391		<b>24323</b>	PW-Repl Windshield Wiper Blades	01/13/2017	\$33.48
392		<b>24345</b>	PW-Cleaner for Garbage Disposal/Dishwasher	01/13/2017	\$8.97
393		<b>25147</b>	Lib-Ceiling Tiles	01/23/2017	\$110.08
394		<b>25173</b>	Lib-Ceiling Tiles	01/23/2017	\$110.08
395	<b>Menard Inc Total</b>				<b>\$288.93</b>
396	<b>Mercantile Bank</b>	<b>081716B-Balzer</b>	EMS-Ambulance Run Refund/Balzer, Donald	01/26/2017	\$83.93
397	<b>Mercantile Bank Total</b>				<b>\$83.93</b>
398	<b>Mersinger, Aaron</b>	<b>0427-052616</b>	Sportspark Reimb/Cell Phone Chgs	05/26/2016	\$30.00
399		<b>0527-062616</b>	Sportspark Reimb/Cell Phone Chgs	06/26/2016	\$30.00
400		<b>0627-072616</b>	Sportspark Reimb/Cell Phone Chgs	07/27/2016	\$30.00
401		<b>0727-082616</b>	Sportspark Reimb/Cell Phone Chgs	08/26/2016	\$30.00
402		<b>0827-092616</b>	Sportspark Reimb/Cell Phone Chgs	09/26/2016	\$30.00
403		<b>0927-102616</b>	Sportspark Reimb/Cell Phone Chgs	10/26/2016	\$30.00
404		<b>1027-112616</b>	Sportspark Reimb/Cell Phone Chgs	11/26/2016	\$30.00
405		<b>1127-122616</b>	Sportspark Reimb/Cell Phone Chgs	12/26/2016	\$30.00
406	<b>Mersinger, Aaron Total</b>				<b>\$240.00</b>
407	<b>Microbiologics Inc</b>	<b>711107</b>	Wtr-Lab Chemicals	11/29/2016	\$966.03
408	<b>Microbiologics Inc Total</b>				<b>\$966.03</b>
409	<b>Midwest Meter Inc</b>	<b>85661-IN</b>	Wtr-Itron Supplies	01/19/2017	\$3,315.50
410	<b>Midwest Meter Inc Total</b>				<b>\$3,315.50</b>
411	<b>Midwest Municipal Supply</b>	<b>157859</b>	Strts-Dual Wall Pipe	01/11/2017	\$1,173.20
412		<b>158178</b>	Wtr-3/4" Corp Stop CC x Flr	01/26/2017	\$643.68
413	<b>Midwest Municipal Supply Total</b>				<b>\$1,816.88</b>
414	<b>Midwest Systems Truck Equip</b>	<b>72460</b>	Strts-Gate Jack	01/16/2017	\$657.00
415	<b>Midwest Systems Truck Equip Total</b>				<b>\$657.00</b>
416	<b>Millennia Professional Services of IL Ltd</b>	<b>ME16142.01-1</b>	Pks/Rec-Design, Plans, Specs, Phase 4	01/31/2017	\$30,863.36
417	<b>Millennia Professional Services of IL Ltd Total</b>				<b>\$30,863.36</b>
418	<b>Miracle Recreation Equip</b>	<b>784055</b>	Pks/Rec-Replacement Slide	01/17/2017	\$738.00
419	<b>Miracle Recreation Equip Total</b>				<b>\$738.00</b>
420	<b>Moonlight Computing LLC</b>	<b>012317</b>	Pks/Rec-Reimb/OGC Website Domain Registration	01/23/2017	\$10.00
421	<b>Moonlight Computing LLC Total</b>				<b>\$10.00</b>
422	<b>Moore, Jerry W</b>	<b>012317</b>	2017 Census Mileage Reimb	01/23/2017	\$59.40
423	<b>Moore, Jerry W Total</b>				<b>\$59.40</b>
424	<b>Morrow Brothers Ford Inc</b>	<b>8801</b>	2017 TRANS 250 MR VAN APPROVED IN BUDGET	01/25/2017	\$32,537.00
425	<b>Morrow Brothers Ford Inc Total</b>				<b>\$32,537.00</b>
426	<b>MTI Distributing Inc</b>	<b>1100343-00</b>	Cemetery-Toto Diesel ZeroTurn	01/06/2017	\$311.66
427		<b>1100534-00</b>	Pks/Rec-Preventative Maintenance Filters	01/10/2017	\$530.88
428	<b>MTI Distributing Inc Total</b>				<b>\$842.54</b>
429	<b>Municipal Equipment Company</b>	<b>17527</b>	WWTP-Compressor, Extension Cord	12/29/2016	\$2,254.00
430	<b>Municipal Equipment Company Total</b>				<b>\$2,254.00</b>

	A	B	C	D	E
431	MVI Inc	6006766	WWTP-Repair	01/18/2017	\$780.00
432		6006813	Wtr/Swr-SCADA Services	01/20/2017	\$1,040.00
433		6006961	Wtr/Swr-SCADA Services	01/27/2017	\$1,105.00
434		6007033	Wtr/Swr-SCADA Services	01/31/2017	\$1,040.00
435	<b>MVI Inc Total</b>				<b>\$3,965.00</b>
436	Oates Assoc Consulting Eng	28647	Strts-Commere Dr Apron Reconstruction	01/12/2017	\$3,965.00
437	<b>Oates Assoc Consulting Eng Total</b>				<b>\$3,965.00</b>
438	Obal Family Farm Land Trust	013017-#1	Strts-MSR Phase 3 Easement	01/30/2017	\$1,100.00
439	<b>Obal Family Farm Land Trust Total</b>				<b>\$1,100.00</b>
440	O'Brien Tire & Service Ctr Inc	184253	Strts-Tire Repair/John Deere Loader	01/16/2017	\$176.00
441	<b>O'Brien Tire &amp; Service Ctr Inc Total</b>				<b>\$176.00</b>
442	O'Fallon Chamber of Commerce	6500-011717	EconDev-January 11, 2017 Chamber Member Luncheon	01/17/2017	\$24.00
443	<b>O'Fallon Chamber of Commerce Total</b>				<b>\$24.00</b>
444	O'Fallon Fire Dept	2846-011217	FD-Supplies	01/12/2017	\$153.83
445	<b>O'Fallon Fire Dept Total</b>				<b>\$153.83</b>
446	O'Fallon Garden Club	012717	Trivia Night/Silent Auction Donation	01/27/2017	\$2,000.00
447	<b>O'Fallon Garden Club Total</b>				<b>\$2,000.00</b>
448	O'Reilly Auto Parts	1151-201538	PD-Wiper Blades	11/18/2016	\$30.26
449		1151-206006	Strts-AntiFreeze, Wiper Fluid	12/16/2016	\$665.28
450		1151-206689	Strts-Ceramic Pad	12/19/2016	\$45.83
451		1151-210135	Sportspark-Wash & Wax, Brush	01/08/2017	\$19.98
452		1151-210355	Cemetery-Rust Prevent	01/10/2017	\$23.98
453		1151-210360	Strts-Carb, Diesel	01/10/2017	\$151.50
454		1151-210361	Strts-Megacrimps	01/10/2017	\$23.15
455		1151-210365	Pks/Rec-Toggle Switch	01/10/2017	\$9.18
456		1151-210438	Sportspark-Spray Paint	01/10/2017	\$11.98
457		1151-210565	PD-Lights	01/11/2017	\$83.90
458		1151-210590	PD-License Plate Fastener	01/11/2017	\$1.99
459		1151-210641	Strts-Oil Filter	01/11/2017	\$4.25
460		1151-210788	Strts-Wiper Blade, Oil Filters, Solder, Replacement Tips, Air Fi	01/12/2017	\$215.88
461		1151-210826	PD-Blue Def	01/12/2017	\$59.96
462		1151-210868	Sportspark-Ratchet	01/12/2017	\$49.99
463		1151-210869	Strts-Battery, Term Protection	01/12/2017	\$89.95
464		1151-210955	PD-Wiper Blades, Snowbrush, Wiper Fluid	01/12/2017	\$205.92
465		1151-211063	CDD-Wiper Blades	01/13/2017	\$22.77
466		1151-211421	Sportspark-Anchors	01/16/2017	\$9.38
467		1151-211499	FD-Detailer, Clay Kit, Funnels, Body Fastener	01/16/2017	\$41.44
468		1151-211606	Strts-T15/20 Set	01/17/2017	\$4.99
469		1151-211665	Strts-Air Filters, Oil Filters, Wiper Blades	01/17/2017	\$49.76
470		1151-211805	Sportspark-Air Filter, Oil Filter	01/18/2017	\$23.25
471		1151-211851	PD-Return Credit	01/18/2017	-\$188.16
472		1151-211934	EMS-Capsule	01/18/2017	\$6.39
473		1151-211963	Sportspark-Air Filter, Battery	01/19/2017	\$66.23

	A	B	C	D	E
474	O'Reilly Auto Parts	1151-211992	Sportspark-Grease Gun, Coupler Set, Fluor Light	01/19/2017	\$54.27
475	O'Reilly Auto Parts	1151-212700	Strts-Buffing Whl	01/23/2017	\$26.74
476	O'Reilly Auto Parts	1151-212704	PD-Lic Fasteners	01/23/2017	\$3.98
477	O'Reilly Auto Parts	1151-212760	Strts-Megacrimps	01/23/2017	\$23.14
478	O'Reilly Auto Parts	1151-212831	PD-Lic Fasteners Credit	01/23/2017	-\$3.98
479	O'Reilly Auto Parts	1151-212921	Sportspark-TouchUp Paint	01/24/2017	\$7.99
480	O'Reilly Auto Parts	1151-213017	Strts-Micro V Belt, Regulator	01/25/2017	\$30.99
481		1151-213475	Strts-Push Button	01/27/2017	\$9.99
482		1151-213756	Strts-Blower Motor, Batteries	01/30/2017	\$303.50
483		1151-213762	Strts-Blower Resistor	01/30/2017	\$22.72
484		1151-213822	Strts-Hose Mender	01/30/2017	\$1.43
485		1151-213828	Strts-Core Return	01/30/2017	-\$44.00
486	<b>O'Reilly Auto Parts Total</b>				<b>\$2,165.80</b>
487	OTHS Choir	013117	Admin-Donation	01/31/2017	\$200.00
488	<b>OTHS Choir Total</b>				<b>\$200.00</b>
489	Overhead Door Company of STL	SVC518114	EMS-EMS Garage Entry Door Repair	01/11/2017	\$242.60
490	<b>Overhead Door Company of STL Total</b>				<b>\$242.60</b>
491	Paragon Micro Inc	750125	IT-Laser Jet Toner Cartridge	01/18/2017	\$167.99
492		750561	PD-1 User License	01/25/2017	\$251.99
493	<b>Paragon Micro Inc Total</b>				<b>\$419.98</b>
494	Paving Maintenance Supply Inc	25600971	Strts-Detack DT Pail, Labor	01/17/2017	\$204.56
495	<b>Paving Maintenance Supply Inc Total</b>				<b>\$204.56</b>
496	Pelley, Kristen	013117	Pks Travel Reimbursement Req/IPRA Conference	01/31/2017	\$6.00
497	<b>Pelley, Kristen Total</b>				<b>\$6.00</b>
498	Pitney Bowes Inc	1002966520	Wtr/Swr-Postage Machine Ink	01/11/2017	\$31.17
499	<b>Pitney Bowes Inc Total</b>				<b>\$31.17</b>
500	Pitney Bowes Purchase Power	011917A	Wtr/Swr-Bill Mailing	01/19/2017	\$976.41
501		011917B	Wtr/Swr-Bill Mailing	01/19/2017	\$1,769.42
502		012517	Downstairs-Postage	01/25/2017	\$1,000.00
503		012817	Wtr/Swr-Bill Mailing	01/28/2017	\$713.73
504	<b>Pitney Bowes Purchase Power Total</b>				<b>\$4,459.56</b>
505	Poelkers Garage	29716	EMS-2013 International Testing	12/14/2016	\$33.00
506	<b>Poelkers Garage Total</b>				<b>\$33.00</b>
507	Porter Paints	941702073311	Strts-Paint for New Handicap Parking Pad at Log Cabin	01/24/2017	\$122.98
508	<b>Porter Paints Total</b>				<b>\$122.98</b>
509	Prestige Commercial Services Inc	3313	Pks/Rec-KCCC,RSNP Jan Cleaning, 45 Tables Take Down/Clean	12/30/2016	\$1,780.00
510	<b>Prestige Commercial Services Inc Total</b>				<b>\$1,780.00</b>
511	Public Agency Training Council	213857	PD-Managing the Property and Evidence Room Seminar	01/10/2017	\$590.00
512	<b>Public Agency Training Council Total</b>				<b>\$590.00</b>
513	R P Lumber Co Inc	1701-397261	Pks/Rec-Boards	01/11/2017	\$49.62
514		1701-438632	Pks/Rec-Tool Cache Bit, Bench Grind Wheel	01/24/2017	\$42.74
515		1702-470879	Pks/Rec-Treated Lumber, Joist Hanger, Carriage Screws	02/01/2017	\$251.08
516	<b>R P Lumber Co Inc Total</b>				<b>\$343.44</b>

	A	B	C	D	E
517	Randall, Justin	1017-111616	CDD Reimb/Cell Phone Charges	11/16/2016	\$45.00
518		1117-121616	CDD Reimb/Cell Phone Reimb	12/16/2016	\$45.00
519	<b>Randall, Justin Total</b>				<b>\$90.00</b>
520	Rejis Commission	INV0052228	PD-Computer Services	01/15/2017	\$216.94
521	<b>Rejis Commission Total</b>				<b>\$216.94</b>
522	Rhutasel and Associates	120616-#2	MFT-Illini Bike Trail to Frank Scott Parkway	12/06/2016	\$4,875.78
523		12979	Strts-Bridge Inspection	01/11/2017	\$402.84
524	<b>Rhutasel and Associates Total</b>				<b>\$5,278.62</b>
525	Rhyne, Mark	011317-1	Strts-MSR Phase 3 Temp Easement	01/13/2017	\$300.00
526	<b>Rhyne, Mark Total</b>				<b>\$300.00</b>
527	Ronnoco Coffee LLC	1001776054	Upstairs,IT-Coffee	01/13/2017	\$90.89
528		1001776328	PD/EMS-Coffee	01/13/2017	\$296.18
529	<b>Ronnoco Coffee LLC Total</b>				<b>\$387.07</b>
530	Sams Club	111111-122716	IT-Office Supplies	12/27/2016	\$65.10
531		1459-011017	Pks/Rec-Return Credit	01/10/2017	-\$53.90
532		2332-011017	Admin-Meeting/Training Board Docs	01/10/2017	\$50.88
533		6880-011117	PW-Zeiss Wipes, Moho Value	01/11/2017	\$77.60
534		7890-010417	PW-Office Supplies	01/04/2017	\$35.86
535		8088-123016	Lib-Kitchen Supplies, Vending Machine Supplies	12/30/2016	\$161.68
536	<b>Sams Club Total</b>				<b>\$337.22</b>
537	Scott's Power Equipment	121842	FD-Primer Carb, Spacer Carb, Carburetor	01/18/2017	\$83.65
538	<b>Scott's Power Equipment Total</b>				<b>\$83.65</b>
539	Sellers, Sandra R	061114	EMS-Ambulance Run Refund	01/26/2017	\$82.24
540	<b>Sellers, Sandra R Total</b>				<b>\$82.24</b>
541	Sentinel Emergency Solutions	45981	FD-MSA Thermal Imaging Camera Needs Repairs	01/10/2017	\$1,319.90
542		46041	FD-MSA Thermal Imaging Camera Needs Repairs	01/11/2017	\$372.00
543	<b>Sentinel Emergency Solutions Total</b>				<b>\$1,691.90</b>
544	Sentry Security Fasteners Inc	69476	PD-Part to Repair Slot on Cell #7	01/19/2017	\$53.18
545	<b>Sentry Security Fasteners Inc Total</b>				<b>\$53.18</b>
546	Shiloh Valley Equip Co	01-63887	Swr-Construction Yellow	01/26/2017	\$27.57
547	<b>Shiloh Valley Equip Co Total</b>				<b>\$27.57</b>
548	Shred-It USA LLC	8121646073	Professional Shredding	01/22/2017	\$312.88
549	<b>Shred-It USA LLC Total</b>				<b>\$312.88</b>
550	Simons Auto Repair Inc	88717	Cemetery-Svc on 2005 Silverado, Unit 107	01/11/2017	\$442.56
551	<b>Simons Auto Repair Inc Total</b>				<b>\$442.56</b>
552	Sirchie Fingerprint Laboratories	286397-IN	DuQuenois Reagent Marijuana, Box Sealing Tape	01/24/2017	\$167.54
553	<b>Sirchie Fingerprint Laboratories Total</b>				<b>\$167.54</b>
554	SiteOne Landscape Supply LLC	78997573	Sportspark-Irrigation Maintenance	01/26/2017	\$161.39
555	<b>SiteOne Landscape Supply LLC Total</b>				<b>\$161.39</b>
556	SLACMA	012417-Denton	Admin-2017 SLACMA Annual Dues	01/24/2017	\$50.00
557		012417-Funk	EconDev-2017 Annual Membership Dues/Funk, Pam	01/24/2017	\$50.00
558	<b>SLACMA Total</b>				<b>\$100.00</b>
559	Smith, Stephen A	6078130	Pks Reimb/Coaching Gear	01/31/2017	\$75.00

	A	B	C	D	E
560	Smith, Stephen A Total				<b>\$75.00</b>
561	Sobell, Andrew J	012317	2017 Census Mileage Reimb	01/23/2017	\$77.76
562	Sobell, Andrew J Total				<b>\$77.76</b>
563	Sobell, Linda N	012317	2017 Census Mileage Reimb	01/23/2017	\$49.68
564	Sobell, Linda N Total				<b>\$49.68</b>
565	Spaeth Welding Inc	36888	Strts-Repair Bed Hinge Hyd Hose Market, Repair Hyd Hose, Svc	01/24/2017	\$1,682.20
566	Spaeth Welding Inc Total				<b>\$1,682.20</b>
567	Spectra Graphics Inc	30814	Pks/Rec-Champion T Shirts	01/10/2017	\$150.00
568		30829	Pks/Rec-Kixx Uniform Numbers	01/12/2017	\$65.00
569		30836	Pks/Rec-Clothing Logo	01/13/2017	\$6.00
570		30840	Pks/Rec,Sportspark-Uniform Order/Spring Startup	01/17/2017	\$1,057.90
571	Spectra Graphics Inc Total				<b>\$1,278.90</b>
572	St Clair County	011817	PW-Radio Transfer of Ownership	01/18/2017	\$5,000.00
573		011817-FD	FD-Radio Transfer of Ownership	01/18/2017	\$3,000.00
574	St Clair County Total				<b>\$8,000.00</b>
575	St Clair Service Co	13646	Pks/Rec-Unld, 83 Gal @ 1.71, Diesel, 134 Gal @ 1.83	12/06/2016	\$403.91
576	St Clair Service Co Total				<b>\$403.91</b>
577	Standard Insurance Co, The	011717	FD-Insurance Premiums	01/17/2017	\$345.90
578	Standard Insurance Co, The Total				<b>\$345.90</b>
579	State Industrial Products Corp	98109515	WWTP-State Biomate	01/23/2017	\$2,039.82
580	State Industrial Products Corp Total				<b>\$2,039.82</b>
581	Stopp & VanHoy LLC	5772	Annual Audit Charges/Year End 2016	02/02/2017	\$2,000.00
582	Stopp & VanHoy LLC Total				<b>\$2,000.00</b>
583	SW Electric Cooperative Inc	010517	Strts-Witte Farms Utilities	01/05/2017	\$389.64
584	SW Electric Cooperative Inc Total				<b>\$389.64</b>
585	Sweetwash Ltd	011917	PD/FD-Car Washes	01/19/2017	\$540.00
586		Nov 2016	FD-Car Wash	01/19/2017	\$5.00
587	Sweetwash Ltd Total				<b>\$545.00</b>
588	Tebbe, Jamie	012017	Pks/Rec-Reimb/Tournament Registration	01/20/2017	\$175.98
589	Tebbe, Jamie Total				<b>\$175.98</b>
590	Teklab Inc	189214	WWTP-Prairie Farms BOD/TSS	08/03/2016	\$1,785.00
591		192232	WWTP-Pet Dairy Weekly	10/17/2016	\$377.30
592		192489	WWTP-Pet Dairy Weekly	10/24/2016	\$613.23
593		195679	WWTP-Pet Dairy Weekly	01/12/2017	\$537.77
594		195738	WWTP-Pet Dairy Weekly	01/16/2017	\$344.35
595		195739	WWTP-Prarie Farms BOD/TSS	01/16/2017	\$2,046.00
596		195777	WWTP-Pet Dairy Weekly	01/16/2017	\$419.81
597		195973	WWTP-Pet Dairy Weekly	01/23/2017	\$495.27
598		196233	WWTP-Pet Dairy Weekly	01/30/2017	\$613.23
599	Teklab Inc Total				<b>\$7,231.96</b>
600	Thomas Scientific Inc	1026397	Wtr-Coliform Bottle with Tablet	01/10/2017	\$109.15
601		1026508	Wtr-EC Broth w/Mug	01/10/2017	\$191.44
602		1033425	WWTP-EC Broth w/Mug	01/23/2017	\$53.22

	A	B	C	D	E
603	<b>Thomas Scientific Inc Total</b>				<b>\$353.81</b>
604	Thomson West	835348813	WEST INFORMATION CHARGES	12/31/2016	\$316.88
605	<b>Thomson West Total</b>				<b>\$316.88</b>
606	TriCare for Life	090216-Bowman	EMS-Ambulance Run Refund/Bowman, Joan	01/26/2017	\$576.27
607	<b>TriCare for Life Total</b>				<b>\$576.27</b>
608	TrueLine Communications	11423	PD-Hard Wire Printer, Unit 44	01/12/2017	\$85.00
609		11438	EMS-Dome Light, S Blade Fuse Holder, Unit 4398	01/12/2017	\$211.00
610		11442	PD-Bosh 12 Volt Relay, Unit 28	01/12/2017	\$134.50
611		11446	PD-Removal of the ETS Tracking System, Unit 62	01/12/2017	\$136.50
612		11447	PD-Bosh 12 Volt Relay, Unit 28	01/12/2017	\$92.00
613		11448	EMS-Siren Speaker, Unit 4398	01/12/2017	\$317.50
614		11495	PD-Checked out the Narrow Stick, Checked Connections, Unit 43	01/25/2017	\$42.50
615		11496	PD-Relocated the Rear Lights to the Rear Deck, Unit 23	01/25/2017	\$85.00
616		11497	PD-Checked out Front Warning Light, Unit 29	01/25/2017	\$42.50
617		11498	PD-Checked out the Flash Light, White Charger	01/25/2017	\$42.89
618		11499	PD-Removed Motorola Portable Charger, Gray Charger	01/25/2017	\$42.50
619	<b>TrueLine Communications Total</b>				<b>\$1,231.89</b>
620	Tyco Global Financial Solutions	10520-Interest	Interest-Fire Alarm & Intrusion System	01/13/2017	\$244.03
621		10520-PMA	PMA-Fire Alarm & Intrusion System	01/13/2017	\$1,528.08
622		10520-Principal	Principal-Fire Alarm & Intrusion System	01/13/2017	\$1,321.76
623	<b>Tyco Global Financial Solutions Total</b>				<b>\$3,093.87</b>
624	Verizon Wireless	97788855825	Monthly Cell Phone Charges	01/18/2017	\$6,997.53
625	<b>Verizon Wireless Total</b>				<b>\$6,997.53</b>
626	Village of Shiloh	121816	FD-Shiloh Utilities/	12/18/2016	\$620.53
627	<b>Village of Shiloh Total</b>				<b>\$620.53</b>
628	Wal-Mart	1564-010917	Wtr,Strts-Office Supplies	01/09/2017	\$25.93
629		2915-123016	PD/EMS-Dishwand, Dawn Simply	12/30/2016	\$13.68
630		3109-121416	PD-Supplies for Breakfast with Santa	12/14/2016	\$77.45
631		640-121916	PD/EMS-Supplies for Christmas Party	12/19/2016	\$31.12
632		7093-122216	Pks/Rec-Schools Out Day Supplies	12/22/2016	\$61.55
633		7377-010417	PW-Tea	01/04/2017	\$6.96
634		7378-010417	Wtr/Swr-Water for Utility Billing	01/04/2017	\$2.64
635	<b>Wal-Mart Total</b>				<b>\$219.33</b>
636	Warning Lites of Southern Illinois LLC	6765	Strts-Base, Surface Mount	01/03/2017	\$314.85
637		6793	Strts-Telespar Posts	01/04/2017	\$631.25
638	<b>Warning Lites of Southern Illinois LLC Total</b>				<b>\$946.10</b>
639	Watson's Office City	17611-1	Admin-Business Cards/Evans, Sandy & Gilreath, Matthew+	01/11/2017	\$118.00
640		17781-1	Admin-Letterhead, Envelopes	01/23/2017	\$351.50
641		17782-1	Admin-Postage Meter Ink	01/23/2017	\$58.59
642	<b>Watson's Office City Total</b>				<b>\$528.09</b>
643	Weil-Lombardo Trailers Inc	14048	Swr-Return Credit	09/12/2016	-\$11.64
644		15995	Cemetery-Repairs to Trailer Hitch, #107	01/11/2017	\$47.90
645		16098	Pks/Rec-Trailer Hitch Upgrade, #118	01/23/2017	\$283.80

	A	B	C	D	E
646	<b>Weil-Lombardo Trailers Inc Total</b>				<b>\$320.06</b>
647	West, Shirley P	012317	2017 Census Mileage Reimb	01/23/2017	\$117.72
648	<b>West, Shirley P Total</b>				<b>\$117.72</b>
649	Wholesale Linens Supply	30198	EMS-Twin Thermal Blankets	01/10/2017	\$258.71
650	<b>Wholesale Linens Supply Total</b>				<b>\$258.71</b>
651	Willis, Wenifer A	012317	2017 Census Mileage Reimb	01/23/2017	\$45.90
652	<b>Willis, Wenifer A Total</b>				<b>\$45.90</b>
653	Wireless USA	248493	PD-Installation	12/27/2016	\$7,525.00
654		248886	PD/EMS-February 2017 Service Contract	01/23/2017	\$1,098.00
655	<b>Wireless USA Total</b>				<b>\$8,623.00</b>
656	Wise El Santo Co	1188168	Wtr-Bomber Jackets	01/26/2017	\$79.90
657		1188170	Wtr-Bomber Jacket	01/26/2017	\$52.43
658	<b>Wise El Santo Co Total</b>				<b>\$132.33</b>
659	Witmer Public Safety Group Inc	E1550038	FD-Thorogood Rubber Insulated Firefighting Boot	01/04/2017	\$370.99
660	<b>Witmer Public Safety Group Inc Total</b>				<b>\$370.99</b>
661	Wood Bakery	28692	Admin-Cookies, Donut Holes for Bond Underwriter Interviews	01/20/2017	\$9.75
662	<b>Wood Bakery Total</b>				<b>\$9.75</b>
663	Wright Express	48467477	Monthly Fuel Charges	01/31/2017	\$20,115.59
664	<b>Wright Express Total</b>				<b>\$20,115.59</b>
665	XVIII Wheelers Truck Washes	10259378433	Swr-Truck Wash	11/02/2016	\$85.00
666	<b>XVIII Wheelers Truck Washes Total</b>				<b>\$85.00</b>
667	<b>Grand Total</b>				<b>\$2,550,736.48</b>