IF YOU WISH TO ADDRESS THE COUNCIL, CONTACT THE MAYOR'S OFFICE BY THE WEDNESDAY BEFORE THE NEXT SCHEDULED COUNCIL MEETING

CITY OF O'FALLON

GARY L. GRAHAM
Mayor

PHILIP A. GOODWIN
City Clerk

DAVID H. HURSEY
City Treasurer

Walter Denton
City Administrator

ALDERMAN

Gene McCoskey	Ward 1	Matt Smallheer	Ward 4
Richie Meile	Ward 1	Michael Bennett	Ward 5
Jerry Albrecht	Ward 2	Courtney Marsh	Ward 5
Robert Kueker	Ward 2	Ray Holden	Ward 6
Jerry Mouser	Ward 3	Ned Drolet	Ward 6
Kevin Hagarty	Ward 3	David Cozad	Ward 7
Herb Roach	Ward 4	Harlan Gerrish	Ward 7

CITY COUNCIL MEETING
A G E N D A
Monday, August 17, 2015
7:00 P.M. – Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES – August 3, 2015

V. PUBLIC HEARING

VI. REPORTS

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

B. Clerk's Report

1. Request from O'Fallon Township High School to conduct the Homecoming Parade on September 30, 2015 commencing at 5:45 p.m. at the High School and ending at 6:45 p.m. at the High School at 600 S. Smiley.
2. Request from the Dania Shrine Club and the Rotary Club of O'Fallon Sunrise to hold a raffle on Saturday, September 26, 2015
3. Request for parade for Sam's Club & Gateway Classic Cars, benefitting Children's Miracle Network on September 19, 2015
4. Request from St. Clare Church for raffle license from August 15 –September 26-2015

C. Mayor's Report

1. Appointment of Linda Gruchala and reappointment of Larry Morrison, Betty Reed, Dennis Grimmer, Linda Kahley, Nancy Clark, Doug Distler and Harriet Baker to the Library Board.

2. Announcement that this month's Southwestern Illinois Council of Mayors will be held on August 27th at the Carpenters Hall in Freeburg. Please make reservations by Friday, August 21st by contacting Jamie.

VII. RESOLUTIONS –

ITEM I. Resolution authorizing the Mayor to execute an agreement with Rhutasel & Associates for the design of the West Highway 50 & Old Collinsville Road Intersection in an amount not to exceed $67,000, and authorizing the City Clerk to Execute an IDOT Resolution form approving use of Motor Fuel Tax in support amount of the project. (attachment 1 – staff report), (2 – IDOT resolution) (3 – agreement)

VIII. ORDINANCES

A. 1st reading –

B. 2ND Reading –

ITEM 2 – Ord. amending Chapter 77, Traffic Schedules, in the Windsor Creek regarding additional stop signs

ITEM 3 – Ord. annexing approximately 101.61 acres, 04-07.0-200-019 and 04-07.0-200-020

ITEM 4 – Ord. amending Ord. 623, Zoning, development known as Bethel Farms Subdivision

ITEM 5 – Ord. amending Ord. 623, Zoning, development known as Lake at St. Ellen's Plaza

ITEM 6 – Ord. amending Title XI, Business Regulations by adding Chapter 122, Sidewalk Dining, as amended

IX. STANDING COMMITTEES

1. Community Development
2. Public Works
3. Public Safety
4. Finance and Administration
   A) Motion to approve Warrant #331 in the amount of $2,929,756.81
5. Parks/Environment

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

XI. ACTION TAKEN ON EXECUTIVE SESSION ITEMS

XII. ADJOURNMENT

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O'FALLON CITY COUNCIL
MINUTES OF THE REGULAR COUNCIL MEETING
Draft August 3, 2015

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

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

APPROVAL OF MINUTES: Mayor Graham asked for approval of the minutes. Motion was made by J. Albrecht and seconded by K. Hagarty to approve the minutes of August 3, 2015. All ayes. Motion carried.

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

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

Tom Mitchell, Ward 7 resident, spoke in opposition to the approval of Steph's Café on 1st reading.

Millard and Anita Curtis spoke about drainage issues they are having at their home in the Hearthstone subdivision. Mayor Graham took some information from Ms. Curtis and told her that the Public Works department will give him a report on the matter.

Tim Johnston of NEI Desco spoke in favor of the approval of Steph's Café.

Mayor Graham announced that Miss O'Fallon, Kaelee Albriton had a presentation. He asked her to come forward, and she thanked the Council for her opportunities throughout the year. She mentioned that she will be attending the University of Mississippi. H. Roach told her she made a lasting impression on two of his grandchildren.

REPORTS:

Clerk's Report: Motion by J. Albrecht and seconded by J. Mouser to approve the request from the O'Fallon Kiwanis Club to conduct a roadblock on Friday, November 6, 2015 from 4 – 6 p.m. and Saturday, November 7, 2015 from 8 – 12:00 p.m. at the intersection of Lincoln and State, as well as Lincoln and Smiley, insurance pending. All ayes except for N. Drolet. Motion carried.

Motion by M. Bennett and seconded by H. Gerrish to approve the request from the East St. Louis Knights Club to conduct a raffle for a barbecue grill from August 3 – September 19, 2015 and the request from MetroEast Pachyderm Club to conduct a raffle for "Split the Pot", rifle, and various items from August 4 – December 3, 2015. All ayes. Motion carried.

Mayor's Report:

Mayor Graham announced the reappointment of Don Murdoch and William Kuzma to the Police Pension Board. Motion by J. Albrecht and seconded by M. Bennett.

He said he is holding off on the the appointment of Linda Gruchala and reappointment of Larry Morrison, Betty Reed, Dennis Grimmer, Linda Kahley, Nancy Clark and Harriet Baker to the Library Board until D. Funk has an opportunity to review the appointment sequences.

Mayor Graham read a Proclamation declaring August 15, 2015 as Walk MS Day.

RESOLUTIONS:

Motion by J. Albrecht and seconded by J. Mouser to consider Resolution Items 1 – 8 under the Omnibus Agreement. All ayes. Motion carried. Mayor Graham read the following resolutions:

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

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

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

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

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

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

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

Item 8 - Resolution approving and accepting the preliminary plat of Lake St. Ellen's Plaza

Motion by J. Albrecht and seconded by J. Mouser to approve resolutions Items 1 – 8 under the previous Omnibus Agreement.

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

ORDINANCES:

1st Reading –

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st Reading, Items 9 – 14 under the Omnibus Agreement. The Mayor asked for Item 13 to be removed and G. McCoskey asked that Item 14 be removed.

Motion by J. Albrecht and seconded by H. Roach to consider on 1st Reading, under the Omnibus Agreement, Items 9 – 12. All ayes. Motion carried.

Mayor Graham read the following:

Item 9 – An Ordinance amending Chapter 77, Traffic Schedules, in the Windsor Creek regarding additional stop signs

Item 10 **–** An Ordinance annexing approximately 101.61 acres, 04-07.0-200-019 and 04-07.0-200-020

Item 11 **–** An Ordinance amending Ord. 623, Zoning, development known as Bethel Farms Subdivision

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

Motion by J. Albrecht and seconded by J. Mouser to approve on 1st Reading, under the previous Omnibus Agreement, Items 9 – 12.

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

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st Reading, Item 13 **–** Ord. amending Title XI, Business Regulations by adding Chapter 122, Sidewalk Dining.

Mayor Graham stated that City attorney, D. Funk, had some suggestions before the vote.

D. Funk stated that the Ordinance before the Council had a stipulation that the permit holder was responsible for the removal of snow and ice from the sidewalk. He believes that language should be removed, as it could cause liability to the City if you alter the natural accumulation. He also suggested to add in the Appeal section that there would be no suspension, revocation or denial while the Mayor makes a decision on an Appeal Hearing.

Motion by J. Albrecht and seconded by M. Bennett to amend on 1st reading, Item 13, with the proposed changes.

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

Motion by J. Albrecht and seconded by M. Bennett to approve Item 13, Ord. amending Title XI, Business Regulations by adding Chapter 122, Sidewalk Dining, as amended.

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

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st reading, Item 14 **–** Ord. amending Ord. 623, Zoning, development known as Steph's Café located at 729 West Hwy 50, Suite C.

G. McCoskey voiced his concern about video gaming in a business that did not have a restaurant as its main focus. A gaming parlor has its main focus on gaming with just selling food and alcohol to comply. It will take away revenue from the fraternal organizations. J. Mouser agreed.

ROLL CALL: McCoskey, no; Meile, no; Albrecht, no; Kueker, no; Mouser, no; Hagarty, no; Roach, no; Smallheer, no; Bennett, no; Marsh, no; Holden, no; Drolet, no; Gerrish, no. Ayes – 0; Nos – 13. Motion failed.

2nd Readings –

Motion by M. Bennett and seconded by J. Mouser to approve on 2nd Reading, Item 15, an Ordinance regulating towing companies for the Department of Public Safety.

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

STANDING COMMITTEES –

Community Development: Motion by J. Albrecht and seconded by G. McCoskey to approve the Special Event request from St. Clare Church to hold their Oktoberfest on the city streets at Third and Cherry including liquor sales on Friday, September 25th from 6 – 11 and Saturday, September 26th from 4 – 11 p.m. with conditions. All ayes. Motion carried.

J. Albrecht stated they will meet August 10th.

Public Works: Motion by G. McCoskey and seconded by M. Bennett to approve the purchase of eight E-Class Electronic Sirens with installation by wirelessUSA in the amount of $91,899.

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

Motion by G. McCoskey and seconded by M. Bennett to approve the purchase of the leak detection equipment from Eden Brothers in the amount of $21,455.

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

G. McCoskey stated they will meet August 24th at the Public Safety Building.

Public Safety: C. Marsh said they will meet next Monday at 5:00 p.m. at the Public Safety Building. Alderman Hagarty will chair the meeting.

Finance/Administration: M. Bennett made a motion seconded by J. Albrecht to approve Warrant #330 in the amount of $706,725.85.

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

Parks and Environment: R. Holden said they have cancelled their meeting.

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

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

The meeting was adjourned at 7:36 p.m.

Submitted by,

_____
Philip A. Goodwin
City Clerk

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

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CITY OF O'FALLON, ILLINOIS
RESOLUTION NO. 2015-

AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RHUTASEL & ASSOCIATES FOR THE DESIGN OF THE WEST HIGHWAY 50 & OLD COLLINSVILLE ROAD INTERSECTION RIGHT TURN LANE IN AN AMOUNT NOT TO EXCEED $67,000.00, AND AUTHORIZING THE CITY CLERK TO EXECUTE AN IDOT RESOLUTION FORM APPROVING USE OF MOTOR FUEL TAX (MFT) IN SUPPORT AMOUNT OF THE PROJECT ($500,000).

WHEREAS, the City of O'Fallon, a municipal corporation, has a need for engineering services for execution of the CMAQ (Congestion Mitigation and Air Quality) grant supported project,

WHEREAS, Rhutasel & Associates has the expertise to perform the services the City needs,

WHEREAS, the City of O'Fallon, a municipal corporation, needs to show IDOT that it supports the execution of the project, and

WHEREAS, the City needs IDOT approval to expend MFT funds for execution of the project on items allowable under MFT regulations.

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

That the City of O'Fallon authorized its appropriate representatives to sign the IDOT Resolution and Rhutasel & Associates agreement for the costs related to the West Highway 50 & Old Collinsville Road Intersection Right Turn Lane.

Passed and approved this 17th day of August 2015.

ATTEST: Approved:

_____ _____

Philip A. Goodwin, City Clerk Gary L. Graham, Mayor

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CITY COUNCIL AGENDA ITEMS

To: **Mayor Graham and City Council**

From: **Dennis Sullivan, Director of Public Works**

Walter Denton, City Administrator

Date: **August 17, 2015**

Subject: **RESOLUTION – Rhutasel & Associates Design Proposal – Highway 50 & Old Collinsville Road Intersection, Right Turn Lane and an IDOT Resolution Supporting Use of Local MFT Funding.**

List of committees that have reviewed: Public Works - September 14, 2014.

Background: This design agreement with Rhutasel & Associates was put on hold until a joint agreement with the City of Fairview Heights for project support was approved. The joint agreement was approved by their council as well as the City of O'Fallon's Council earlier this year. The project has been approved for Congestion Mitigation Air Quality (CMAQ) funding through the East-West Gateway Council of Governments process as well.

Legal Considerations, if any: None.

Budget Impact: Funding for these services is part of the Congestion Mitigation and Air Quality (CMAQ) grant the City has received. The City of O'Fallon portion of the construction work not funded by the grant as it is an 80/20 split will come from local MFT funds.

Staff recommendation: Staff recommends acceptance of the proposal from Rhutasel and Associates in the amount of $67,000.00 plus expenses and the IDOT Resolution supporting the construction in the amount of $500,000.00.

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Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council (Council or President and Board of Trustees) of the City (City, Town or Village) of O'Fallon Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Hwy 50/Old Collinsville Rd	FAU 9166	Intersection	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of The improvements include constructing a right-turn lane from W.B. Hwy 50 to N.B. Collinsville Road and a right turn-lane from S.B. Old Collisnville Road to W.B. Hwy 50 and associated traffic signal and roadway appurtenance modifications. This resolution covers any miscellaneous related costs, engineering and construction costs to be covered by MFT.

_____ and shall be constructed varies) wide and be designated as Section 14-00067-00-PV

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Five Hundred Thousand and no/100 Dollars ($500,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

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

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

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

I, Philip A. Goodwin Clerk in and for the City (City, Town or Village) of O'Fallon County of St. Clair, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council (Council or President and Board of Trustees) at a meeting on August 17, 2015 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

_____
City, Town, or Village Clerk

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LOCAL AGENCY		CONSULTANT	
Local Agency: City of O'Fallon	Illinois Department of Transportation	Consultant: Rhutasel and Associates, Inc.	
County: St. Clair	**Preliminary Engineering Services Agreement For Federal Participation**	Address: 4 Industrial Drive, P.O. Box 97	
Section: 14-00067-00-PV		City: Freeburg	
Project No.		State: IL	
Job No.		Zip Code: 62243	
Contact Name/Phone/E-mail Address: Dennis Sullivan, Dir. Of Public Works 618-624-4500, Ext. 3 dsullivan@ofallon.org		Contact Name/Phone/E-mail Address: Mark Rujawitz, P.E. 618-539-3178 mark.rujawitz@rhutasel.net	

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Hwy 50/Old Collinsville Rd Intersection Impr. Route _____ Length _____ Structure No. N/A

Termini The intersection of Hwy 50 and Old Collinsville Road

Description The improvements include constructing a right-turn lane from W.B. Hwy 50 to N.B. Old Collinsville Road and a right turn-lane from S.B. Old Collinsville Road to W.B. Hwy 50 and associated traffic signal and roadway appurtenance modifications.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described within 545 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

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a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.

☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.

☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.

☐ Design and/or approve cofferdams and superstructure shop drawings.

☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).

☒ Prepare the necessary environmental and planning documents including the Project Development Report~~, Environmental Class of Action Determination or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.

☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.

☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.

☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

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1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
- ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
- ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. ~~That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.~~

8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   a. Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying the actions that will be taken against employees for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
   b. Establishing a drug free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's or contractor's policy of maintaining a drug free workplace;
      (3) Any available drug counseling, rehabilitation and employee assistance program; and
      (4) The penalties that may be imposed upon an employee for drug violations.
   c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
   d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
   e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
   f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
   g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Rhutasel and Associates, Inc.	37-0955007	$67,000.00

Sub-Consultants:	TIN Number	Agreement Amount
	Sub-Consultant Total:	
	Prime Consultant Total:	67,000
	Total for all Work:	67,000

Executed by the LA: City of O'Fallon
(Municipality/Township/County)

ATTEST:

By: _____ By: _____

Philip A. Goodwin, City Clerk Title: Gary L. Graham, Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST: Rhutasel and Associates, Inc.

By: Sidney W. LeGrand By: Gale E Hake

Title: Sidney W. LeGrand, P.E., Secretary Title: Gale E. Hake, P.L.S., Vice President

Exhibit A - Preliminary Engineering

Route: Hwy. 50/OCR Intersection CMAQ
Local Agency: City of O'Fallon
(Municipality/Township/County)
Section: 14-00067-00-PV
Project:
Job No.:

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH)	175.00%
Complexity Factor (R)	0
Calendar Days	545

Method of Compensation:

Cost Plus Fixed Fee 1	X	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2		14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3		14.5%[(2.3 + R)DL + IHDC]
Specific Rate		
Lump Sum		

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification (Item)	Man-Hours (Qty.)	Payroll Rate (Rate)	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Ground & Land Surveys	Principal Surveyor	10	54.2	542	948.50			216.12	1706.62
	Project Surveyor	14.5	31.82	461.39	807.43			183.98	1452.80
	Design Surveyor	62	27.79	1722.98	3015.22			687.04	5425.23
	Technician V	5	28.41	142.05	248.59			56.64	447.28
	Technician II	50	17.32	866	1515.50			345.32	2726.82
	Sign Rent (day)	7	10.00		0.00		70.00	10.15	80.15
	Travel (miles)	400	0.56		0.00		224.00	32.48	256.48
	Prints (each)	8	2.75		0.00		22.00	3.19	25.19
	Photocopies (each)	70	0.15		0.00		10.50	1.52	12.02
	Misc. Supplies	Estimate			0.00		40.00	0.00	40.00
	Telephone & Postage	Estimate			0.00		0.00	0.00	0.00
	Private Utility Locate	Estimate			0.00		500.00	0.00	500.00
	Courthouse Records	Estimate			0.00		50.00	0.00	50.00
Project Dev. Rept., IDS, ESR	Principal Engineer	4	54.2	216.8	379.40			86.45	682.65
	Sr Project Engineer	64	43.92	2810.88	4919.04			1120.84	8850.76
	Project Engineer	60	34.02	2041.2	3572.10			813.93	6427.23
	Technician V	24	28.41	681.84	1193.22			271.88	2146.94
	Technician III	0	21	0	0.00			0.00	0.00
	Travel (miles)	60	0.56		0.00		33.60	4.87	38.47
	Photos (each)	0	0.50		0.00		0.00	0.00	0.00
	Prints (each)	30	2.75		0.00		82.50	11.96	94.46
	Photocopies (each)	100	0.15		0.00		15.00	2.18	17.18
	Telephone & Postage	Estimate			0.00		0.00	0.00	0.00
Totals This Sheet - Exhibit A				9485.14	16599.00	0.00	1047.60	3848.55	30980.29

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Exhibit A-1 - Preliminary Engineering

Route: Hwy. 50/OCR Intersection CMAQ
Local Agency: City of O'Fallon
(Municipality/Township/County)
Section: 14-00067-00-PV
Project:
Job No.:

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH)	175.00%
Complexity Factor (R)	0
Calendar Days	545

Method of Compensation:

Cost Plus Fixed Fee 1	X	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2		14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3		14.5%[(2.3 + R)DL + IHDC]
Specific Rate		
Lump Sum		

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification (Item)	Man-Hours (Qty.)	Payroll Rate (Rate)	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Preliminary Road Plans	Principal Engineer	4	54.2	216.8	379.40			86.45	682.65
	Sr Project Engineer	40	43.92	1756.8	3074.40			700.52	5531.72
	Project Engineer	100	34.02	3402	5953.50			1356.55	10712.05
	Technician V	44	28.41	1250.04	2187.57			498.45	3936.06
	Technician III	0	21	0	0.00			0.00	0.00
	Travel	120	0.56		0.00		67.20	9.74	76.94
	Photos	0	0.50		0.00		0.00	0.00	0.00
	Prints	100	2.75		0.00		275.00	39.88	314.88
	Photocopies	100	0.15		0.00		15.00	2.18	17.18
	Telephone & Postage	Estimate			0.00		0.00	0.00	0.00
	Misc. Supplies	Estimate			0.00		0.00	0.00	0.00
Final Road Plans	Principal Engineer	2	54.2	108.4	189.70			43.22	341.32
	Sr Project Engineer	16	43.92	702.72	1229.76			280.21	2212.69
	Project Engineer	30	34.02	1020.6	1786.05			406.96	3213.61
	Technician V	20	28.41	568.2	994.35			226.57	1789.12
	Travel	60	0.56		0.00		33.60	4.87	38.47
	Photos	0	0.50		0.00		0.00	0.00	0.00
	Prints	50	2.75		0.00		137.50	19.94	157.44
	Photocopies	50	0.15		0.00		7.50	1.09	8.59
	Telephone & Postage	Estimate			0.00		0.00	0.00	0.00
	Misc. Supplies	Estimate			0.00		0.00	0.00	0.00
Totals This Sheet - Exhibit A-1				9025.56	15794.73	0.00	535.80	3676.63	29032.72

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Exhibit A-2 - Preliminary Engineering

Route: Hwy. 50/OCR Intersection CMAQ
Local Agency: City of O'Fallon
(Municipality/Township/County)
Section: 14-00067-00-PV
Project:
Job No.:

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH)	175.00%
Complexity Factor (R)	0
Calendar Days	545

Method of Compensation:

Cost Plus Fixed Fee 1	X	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2		14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3		14.5%[(2.3 + R)DL + IHDC]
Specific Rate		
Lump Sum		

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification (Item)	Man-Hours (Qty.)	Payroll Rate (Rate)	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Special Provisions; Estimates	Principal Engineer	1	54.2	54.2	94.85			21.61	170.66
	Sr Project Engineer	4	43.92	175.68	307.44			70.05	553.17
	Project Engineer	30	34.02	1020.6	1786.05			406.96	3213.61
	Technician V	4	28.41	113.64	198.87			45.31	357.82
	Photocopies	200	0.15		0.00		30.00	4.35	34.35
	Telephone & Postage	Estimate			0.00		0.00	0.00	0.00
	Misc. Supplies	Estimate			0.00		0.00	0.00	0.00
ROW Documents	Principal Surveyor	4	54.2	216.8	379.40			86.45	682.65
	Project Surveyor	12	31.82	381.84	668.22			152.26	1202.32
	Design Surveyor	1	27.79	27.79	48.63			11.08	87.50
	Technician V	7	28.41	198.87	348.02			79.30	626.19
	Technician II	1	17.32	17.32	30.31			6.91	54.54
	Sign Rent (day)	0	10.00		0.00		0.00	0.00	0.00
	Travel (miles)	0	0.56		0.00		0.00	0.00	0.00
	Prints (each)	4	2.75		0.00		11.00	1.60	12.60
	Photocopies (each)	50	0.15		0.00		7.50	1.09	8.59
	Misc. Supplies	Estimate			0.00		0.00	0.00	0.00
	Telephone & Postage	Estimate			0.00		0.00	0.00	0.00
Totals This Sheet - Exhibit A-2				2206.74	3861.80	0.00	48.5	886.97	7004.01
Totals All Sheets - Exhibit A, A-1, and A-2				20717.44	36255.52	0.00	1631.90	8412.15	67017.01

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Exhibit B

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Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name _____
Address _____
Telephone _____
TIN Number _____

Project Information

Local Agency _____
Section Number _____
Project Number _____
Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

BLR 05610 (Rev. 11/21/13)

Illinois Department of Transportation

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Direct Costs Check Sheet

COMPANY NAME: Rhutasel and Associates, Inc.

PTB NUMBER:

TODAY'S DATE: 8/4/2015

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	X	640	$0.56	$358.40
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00	$0.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$125.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.50	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost	X	1	$50.00	$50.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Sign Rental		X	7	$10.00	$70.00
Prints		X	192	$2.75	$528.00
Private Utility Locate		X	1	$500.00	$500.00
Miscellaneous Supplies		X	1	$40.00	$40.00
Copies		X	570	$0.15	$85.50
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					$1,631.90

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

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Rhutasel and Associates, Inc.
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243

Current Payroll Rates

8/3/2015

Classification	Rate
Principal Engineer	$54.20
Principal Surveyor	$54.20
Structural Engineer	$50.44
Senior Project Engineer	$43.92
Project Engineer	$34.02
Resident Engineer	$40.00
Project Surveyor	$31.82
Design/Construction Engineer	$29.71
Design Surveyor	$27.79
Resident Technician	$30.00
Engineering Technician V	$28.41
Engineering Technician IV	$25.65
Engineering Technician III	$21.00
Engineering Technician II	$17.32
Engineering Technician I	$13.75

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CITY OF O'FALLON, ILLINOIS
ORDINANCE NO. _____

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

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

SECTION 1: STOP STREET DESIGNATIONS:

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

Stop Street(s) Intersections:

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

SECTION 2: RESPONSIBILITIES:

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

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Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

Passed by the City Council this _____ day of _____, 2015.

****

ATTEST:

(seal)

Approved by the Mayor this _____ day of _____, 2015.

_____
Philip A. Goodwin, City Clerk

_____
Gary L. Graham, Mayor

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

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

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CITY COUNCIL AGENDA ITEMS

To: **Mayor Graham and City Council**

From: **Dennis Sullivan, Director of Engineering & Public Works**

Walter Denton, City Administrator

Date: **August 3, 2015**

Subject: **ORDINANCE – Stop Signs, Windsor Creek Subdivisions**

List of committees that have reviewed: Public Works

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

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

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

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

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Ordinance No. _____

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

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

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

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

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

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

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

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

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

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

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Section 2. Zoning. The territory shown in Exhibit A shall be zoned SR-1 in a manner as required by law by the City of O'Fallon.

Section 3. Recording That the City Clerk is hereby directed to record a certified copy of this ordinance with the St. Clair County Recorder of Deeds and filed with the St. Clair County Clerk, together with the map of the territory annexed.

Section 4. Effect. This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Passed by the City Council this _____ day of _____ 2015.

****

ATTEST: Approved by the Mayor this _____ day

(seal) of _____ 2015.

_____ _____

Philip A. Goodwin, City Clerk Gary L. Graham, Mayor

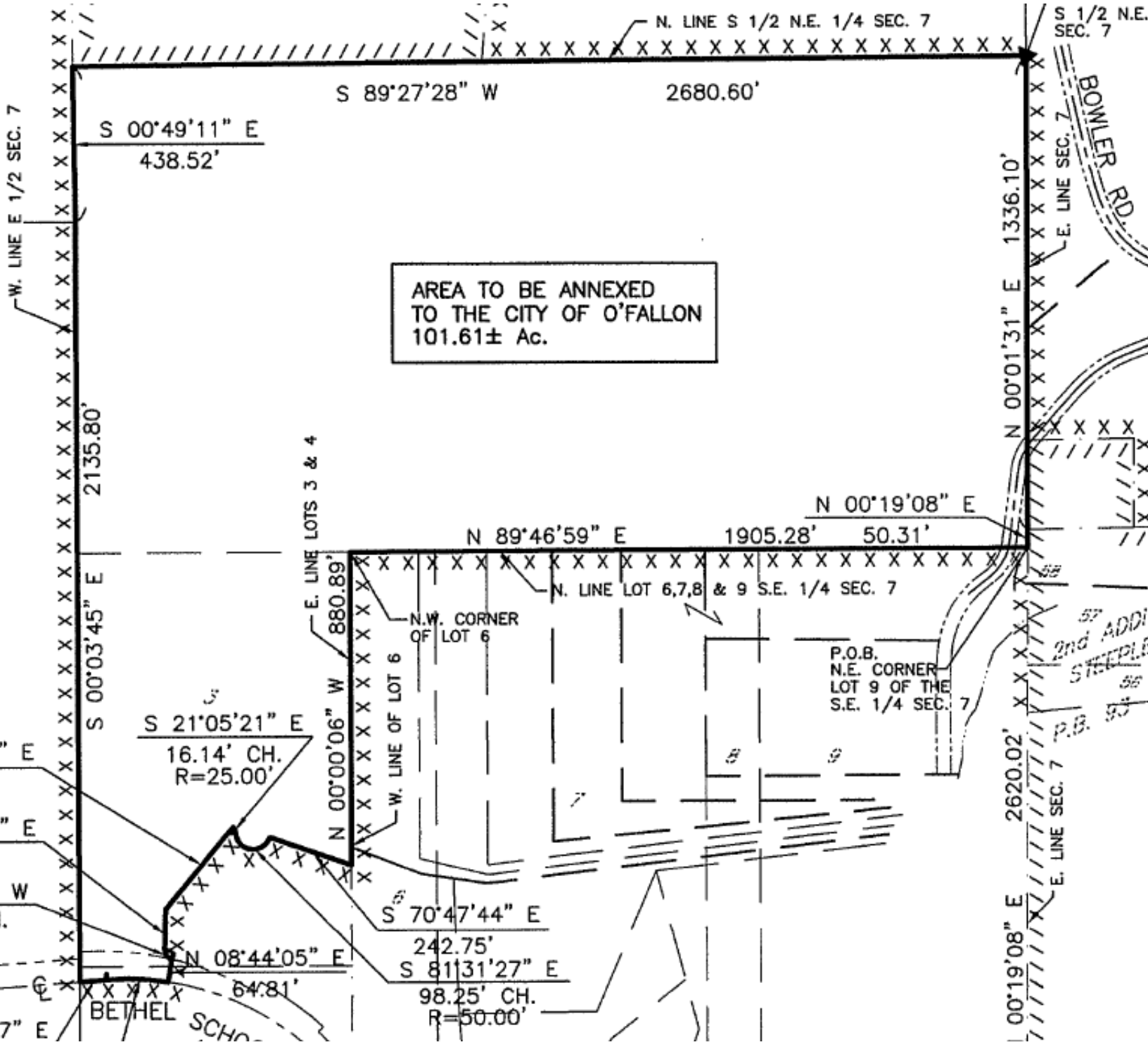
ROLL CALL:	McCoskey	Meile	Albrecht	Kueker	Mouser	Hagarty	Roach	SUB TOTALS
Aye								
Nay								
Absent								

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

Return to Agenda

EXHIBIT "A"

PLAT OF ANNEXATION



Return to Agenda

EXHIBIT "B"

LEGAL DESCRIPTION OF ANNEXATION

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

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

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

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

Return to Agent(s)

A02276284 11

A02276284

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL
08/18/2011 10:28:56AM
TOTAL FEE: $27.00
PAGES: 11

After recording please return to:

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

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

CITY CLERK'S CERTIFICATE

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

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

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

OFFICIAL SEAL
O'Fallon ILLINOIS
Established 1854
St. Clair County, Illinois

11

A022[illegible]6284 Return to Agenda

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2011 - 47

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

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

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

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

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

1) The Mayor is authorized to sign an annexation agreement between the City of O'Fallon and Forest Hills Holding Co, LLC for the Swain Farm on Bethel Road in substantially the form of the agreement attached to and made an integral and continuing part of this resolution by reference.

2) The City of O'Fallon hereby agrees with all terms and conditions as indicated therein.

3) This resolution shall be come effective immediately upon its adoption by the City Council.

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

Attest:

OFFICIAL SEAL O'Fallon ILLINOIS Established 1854 St. Clair County, Illinois

Philip A. Goodwin, City Clerk

Approved:

Gary L. Graham, Mayor

PRE-ANNEXATION AGREEMENT

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

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

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

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

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

2. **Miscellaneous**

(a) This Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that the obligations to the City shall survive such termination to the extent not inconsistent with 65 ILCS 5/11-15.1-1.

(b) The Parcel, or portion thereof, shall be zoned Agriculture by the City upon annexation. The Owner shall retain the right to petition to rezone their property to SR-1 Single-Family, pursuant to the laws of the City, during the term of the agreement. The City agrees that it will not seek to rezone the Parcel to another zoning district classification without the written petition of the Owner for the duration of the agreement.

(c) The City will upon request by the Owners initially annex an area of the Parcel approximately 300' wide as shown on the attached Plat. The City will not annex the remainder of the Parcel unless subsequently requested in writing by the Owners, or until such time as Owners request Rezoning and/or Subdivision of the Parcel. Upon the Owner's request for Rezoning or Subdivision of the Parcel , the Owners will petition to annex and the City will annex the remainder of the Parcel as shown in the attached Plat.

(d) Water Supply and Service. The City agrees to supply fresh, potable water to the Development Parcel in quantities and pressure sufficient in all respects to serve the needs of the Development Parcel and the persons therein The City agrees to reimburse the Developer for his construction of a waterline extension to the Development Parcel, subject to Paragraph (f) herein. The City shall obtain any necessary easements for construction of such water main to the entrance road of the Development Parcel or approvals as may be necessary to place such lines in available right of way. So long as City water is available, Developer and Development Parcel shall be required to use water exclusively from City; provided that Developer is not precluded from obtaining water from any other source prior to City water being available to the Development Parcel. The supply to the interior of the Development shall be subject to otherwise applicable conditions and usage, tap-in, extension, or other related charges. The

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

(e) Sanitary Sewer Supply and Service. The City agrees to reimburse the developer for his construction of a sanitary sewer force main to the Development Parcel, subject to Paragraph (f) herein, in size and capacity sufficient in all respects to serve the need of the Development Parcel and the persons therein. The City shall obtain any necessary easements for construction of such sanitary sewer force main to the entrance road of the Development Parcel or approvals as may be necessary to place such lines in available right of way. The sanitary sewer service to lots in the interior of the Development shall be subject to otherwise applicable conditions and usage, tap-in, extension, or other related charges. The Owner (or its successor in title) shall pay such sewer tap fee and surcharge fee for each lot at the time of and as a condition of application for a building permit to build a dwelling on each lot in the Development Parcel. The developer will be responsible for installation of a lift station necessary to serve the Parcel, if one is deemed necessary.

(f) The City's reimbursement to the Developer for his extension of water and sewer lines to the Development Parcel shall not exceed $150,000.

(g) The Developer shall provide the City with such easements and/or right of way on the Parcel as shall be determined necessary to provide water and sewer service to the Parcel.

(h) Annexation Fee and Parkland Fee. Notwithstanding any other City Ordinance to the contrary, the Developer shall be required to pay an Annexation Fee of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS ($2,250.00) per lot and a Parkland Fee of EIGHT HUNDRED SIXTY FIVE DOLLARS ($865) as payment to the City intended in part to defray the City's costs relating to this annexation and in providing services to the Subdivision and services as may benefit the residents of the Subdivision. The Owner (or its successors in title) shall pay such Annexation Fee and Parkland Fee for each lot at the time of and as a condition of application for a building permit to build a dwelling on each lot in the Development Parcel. Payment of this Annexation Fee and Parkland Fee shall be a fundamental condition of any building permit and shall be binding as to such permits issued both prior to and after annexation and expiration of this Agreement.

(i) The City will allow a variance for the most northerly east-west cul-de-sac to be in excess of 800 feet due to topography as shown in Exhibit "D", to be provided pursuant to and consistent with the laws and procedures of the City.

(j) The Parcel shall be subject to all laws, codes, ordinances, fees, annexation fees, taxes, usage charges, and regulations of the City, now existing or as may hereinafter be amended, enacted or enforced, and nothing herein shall be interpreted to limit the enforceability or application of such, except as provided herein;

(k) This Agreement and the obligations of Owner hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Parcel, and may be recorded with the St. Clair County Recorder of Deeds and be binding on successor owners of the parcel or any portion thereof.

(l) The undersigned persons whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation indicated below, and (iv) to have signed this Agreement on their own behalf or

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

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

ATTEST:

By: _____

Name: Philip A. Goodwin

Title: City Clerk

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

By: Gary L. Graham

Name: Gary L. Graham

Title: Mayor

OFFICIAL SEAL
O'Fallon
ILLINOIS
Established 1854
St. Clair County, Illinois

OWNER: _____

DATED: 8-4-11

BY: RICHARD J. GONZALD

ATTEST: notary

OWNER: _____

DATED: 8-4-11

BY: KEITH G. CARSON

ATTEST: notary

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

_____
Notary Public

O'Fallon, Illinois

My Commission expires: 7/6/2013

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
KIM A HILSCHER
MY COMMISSION EXPIRES
JULY 6, 2013

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LIST OF EXHIBITS

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

Exhibit A Return to Agenda

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

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

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

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

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

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

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

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

part of
parcel 04-07.0-200-018

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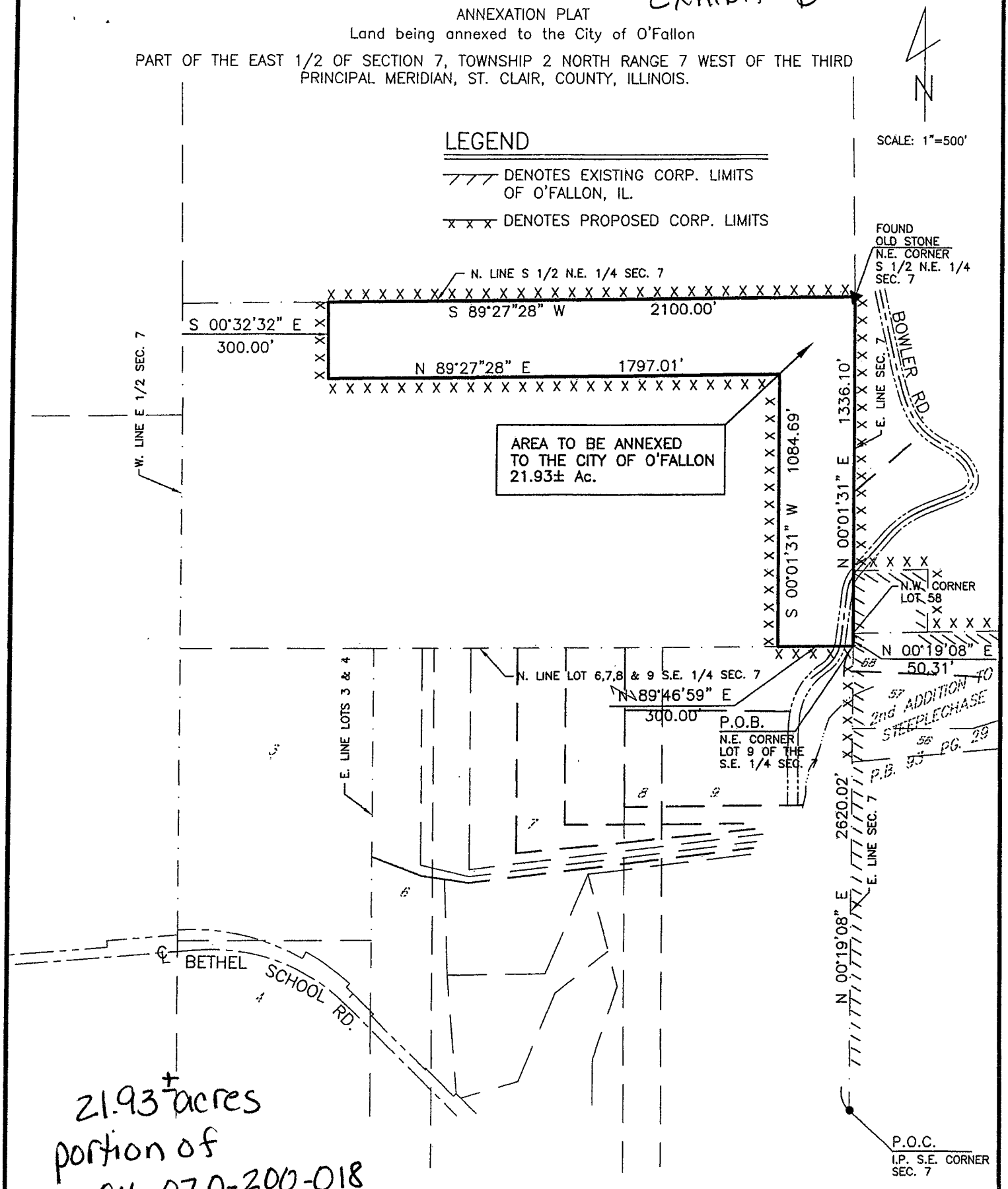
Exhibit "B"

EXHIBIT "A"
ANNEXATION PLAT
Land being annexed to the City of O'Fallon

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



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

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

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JULY 2011
JOB No. 2249

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EXHIBIT C

PETITION FOR ANNEXATION

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

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

PARCEL NUMBER(S): PART OF 04-07-20-016 & 04-07-2.00-017 (consolidated into 04-07.0-200-018)

ADDRESS(ES): 21.93 ± acres on Bowler Road

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

and states as follows:

1. The Tract is not within the corporate limits of any municipality.

2. The Tract is contiguous to the City of O'Fallon, St. Clair County, Illinois.

3. There are 0 electors residing on the Tract.

4. The Petitioners are the sole owners of record of all land within the Tract, and they have also executed this Petition as such owners.

5. This Petition is conditioned on the provisions of a certain Annexation Agreement between the City of O'Fallon by and through its Mayor and City Council and Petitioners.

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

OWNER: _____
DATED: 8-4-11
BY: RICHARD J. GORAZD
ATTEST: notary

OWNER: _____
DATED: 8-4-11
BY: KEITH G. CARSON
ATTEST: notary

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

_____
Notary Public

O'Fallon, Illinois

My Commission expires: 7/6/2013

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
KIM A HILSCHER
MY COMMISSION EXPIRES
JULY 6, 2013

Exhibit "D"

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STREET LOCATION CONCEPT

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

N

SCALE: 1"=500'

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

JULY 2011
JOB No. 2249

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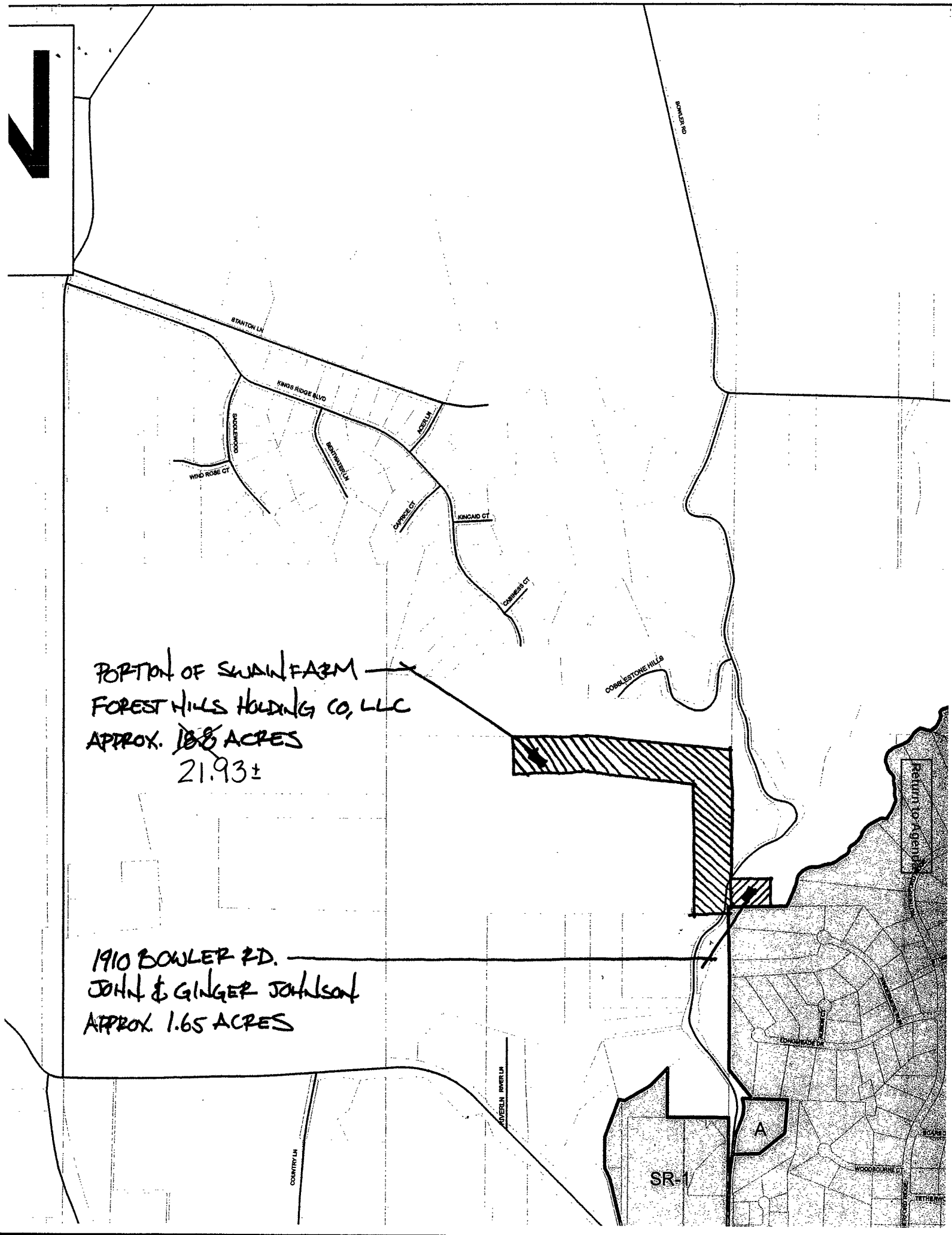
BOWLER RD
STANTON LN
KINGS RIDGE BLVD
ACER LN
BIRCHWOOD
WIND ROSE CT
BIRCHWATER LN
CAPRICE CT
KINCAID CT
CARNESS CT
COBBLESTONE HILLS
PORTION OF SWAIN FARM
FOREST HILLS HOLDING CO, LLC
APPROX. ~~188~~ ACRES
21.93±
1910 BOWLER RD.
JOHN & GINGER JOHNSON
APPROX. 1.65 ACRES
Return to Agenda
RIVERLN RIVER LN
COUNTRY LN
A
SR-1

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ORDINANCE NO._____

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

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

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

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

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

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

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

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

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

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

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

Passed by the City Council this _____ day of _____ 2015.

****

ATTEST: Approved by the Mayor this _____ day

(seal) of _____ 2015.

_____ _____

Philip A. Goodwin, City Clerk Gary L. Graham, Mayor

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

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

I:\P & Z\ZONEFILE\Petitioner Files\2015\Bethel Farms\zoning P2015-06\Bethel Farms Zoning Ordinance 8-3-15.doc

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EXHIBIT "A"

PRELIMINARY PLAT

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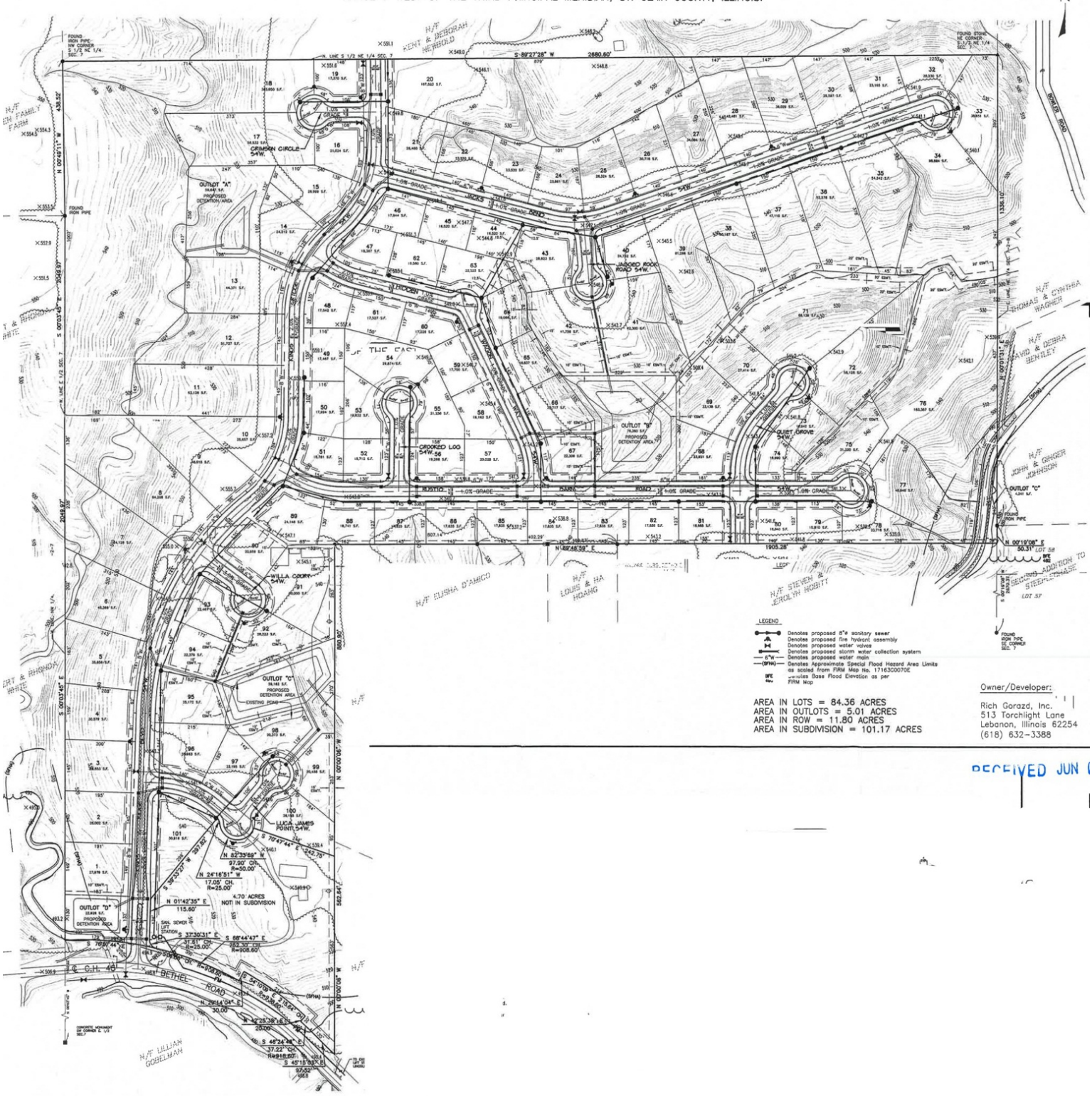
BETHEL FARMS

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

Scale: 1"=100'



LEGEND

- Denotes proposed 8"ø sanitory sewer
- Denotes proposed fire hydrant assembly
- Denotes proposed water valves
- Denotes proposed storm water collection system
- 6"W — Denotes proposed water main
- (SFHA) — Denotes Approximate Special Flood Hazard Area Limits as scaled from FIRM Map No. 17163C0070E
- BFE — Denotes Base Flood Elevation as per FIRM Map

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

Owner/Developer:

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

RECEIVED JUN

Return to Agenda

ORDINANCE NO._____

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

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

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

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

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

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

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

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

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

Return to Agenda

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

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

Passed by the City Council this _____ day of _____ 2015.

****

ATTEST: Approved by the Mayor this _____ day

(seal) of _____ 2015.

_____ _____

Philip A. Goodwin, City Clerk Gary L. Graham, Mayor

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

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

I:\P & Z\ZONEFILE\Petitioner Files\2015\Lake St. Ellen Plaza\Lake at St. Ellen's Plaza Zoning Ordinance 8-3-15.doc

Return to Agenda

EXHIBIT "A"

PRELIMINARY PLAT

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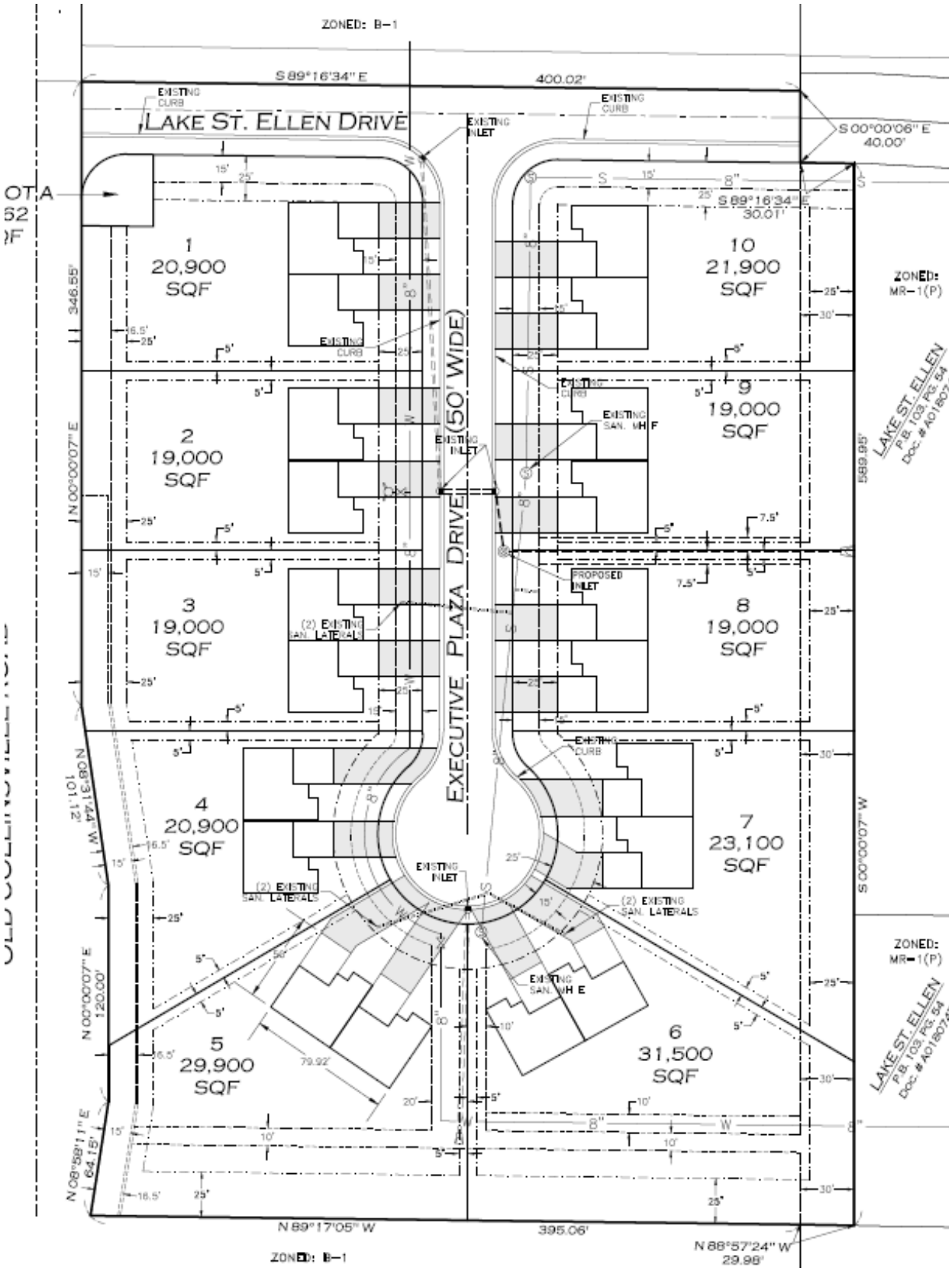

Return to Agenda

PROJECT REPORT

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

Applicant:	Lake St. Ellen, LLC 100 Regency Centre Collinsville, IL 62234
Owner:	Lake St. Ellen, LLC 100 Regency Centre Collinsville, IL 62234
Submitted:	June 11, 2015

Project Summary

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

Background & Executive Summary

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

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

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

Existing Conditions

Surrounding Zoning:		Surrounding Land Use:	
North:	B-1	North:	St. Clair Bowl
East:	MR-1(P)	East:	Lake at St. Ellen subdivision with duplexes
South:	B-1(P)	South:	True Vine Christian Center Church
West:	B3 & BP (Fairview Heights)	West:	The Louvre Salon & Spa and Casey Gas Station

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Applicable Ordinances, Documents and Reports

O'Fallon Comprehensive Plan:

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

Code of Ordinances:

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

Public Notice:

Public Notice of this project has been fulfilled in accordance with Section 158.255 and158.256 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.

Rezoning & Planned Use Discussion Points

General Discussion:

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

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

Preliminary Plat Discussion Points/Issues

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

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

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

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

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

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

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

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

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

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

Attachments

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

(5)

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O'Fallon ILLINOIS

Planned Use / Re-Zoning Application

NAME OF PROJECT: Resubdivision of Lake St. Ellen Plaza

ADDRESS/GENERAL LOCATION: Executive Plaza Drive

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

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

CITY OF O'FALLON
JUN 12 2015
DATE PAID

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

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

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

PRESENT ZONING: B-1(P)
PROPOSED ZONING: MR-1 (P)
PROPOSED # OF LOTS: 10
PROPOSED # OF DWELLING UNITS: 20
PROPOSED NUMBER OF BUILDINGS: 10
PROPOSED GROSS FLOOR AREA: 2,714
AREA IN ACRES: 5.18
PRESENT USE: COMMERCIAL

APPLICANT INFORMATION:

NAME:
COMPANY: Lake St. Ellen, L.L.C.
ADDRESS: 100 Regency Centre
Collinsville, Illinois 62234
PHONE: (618) 346-7878
FAX: (618) 346-7877
EMAIL:

SIGNATURE OF APPLICANT

DESIGN PROFESSIONAL INFORMATION:

NAME: Clifford G. Huelsmann
COMPANY: Netemeyer Engineering Assoc., Inc.
ADDRESS: 3300 Highline Road
Aviston, Illinois 62216-1018
PHONE: (618) 228-7816
FAX: (618) 228-7900
EMAIL: cliff@netemeyerengineering.com

SIGNATURE OF DESIGN PROFESSIONAL

STAFF USE ONLY

DATE RECEIVED: RECEIVED JUN 11 2015
APPLICATION RECEIVED BY:
APPLICATION FEE: $250.00
PROJECT ID#: P2015-08
STAFF ASSIGNED: J. Randall
PLAN REVIEW FEE DEPOSIT REC'D: N/A

(5)

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RECEIVED JUN 12 2015

CITY OF O'FALLON
JUN 12 2015
DATE PAID

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

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

S15-06

Date: 6-5-15

Name of Subdivision: Resubdivision of Lake St. Ellen Plaza

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

100 Regency Centre, Collinsville, Illinois 62234

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

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

Section: 35 Township: 2 North Range: 8 West

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

Property interest of applicant: (X) Owner ( ) Contract Purchaser ( ) Other_____

APPLICANT'S CHECKLIST

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

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

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

Applicant's Signature

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RECEIVED JUN 1 1 2015

NARRATIVE

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

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

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

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

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

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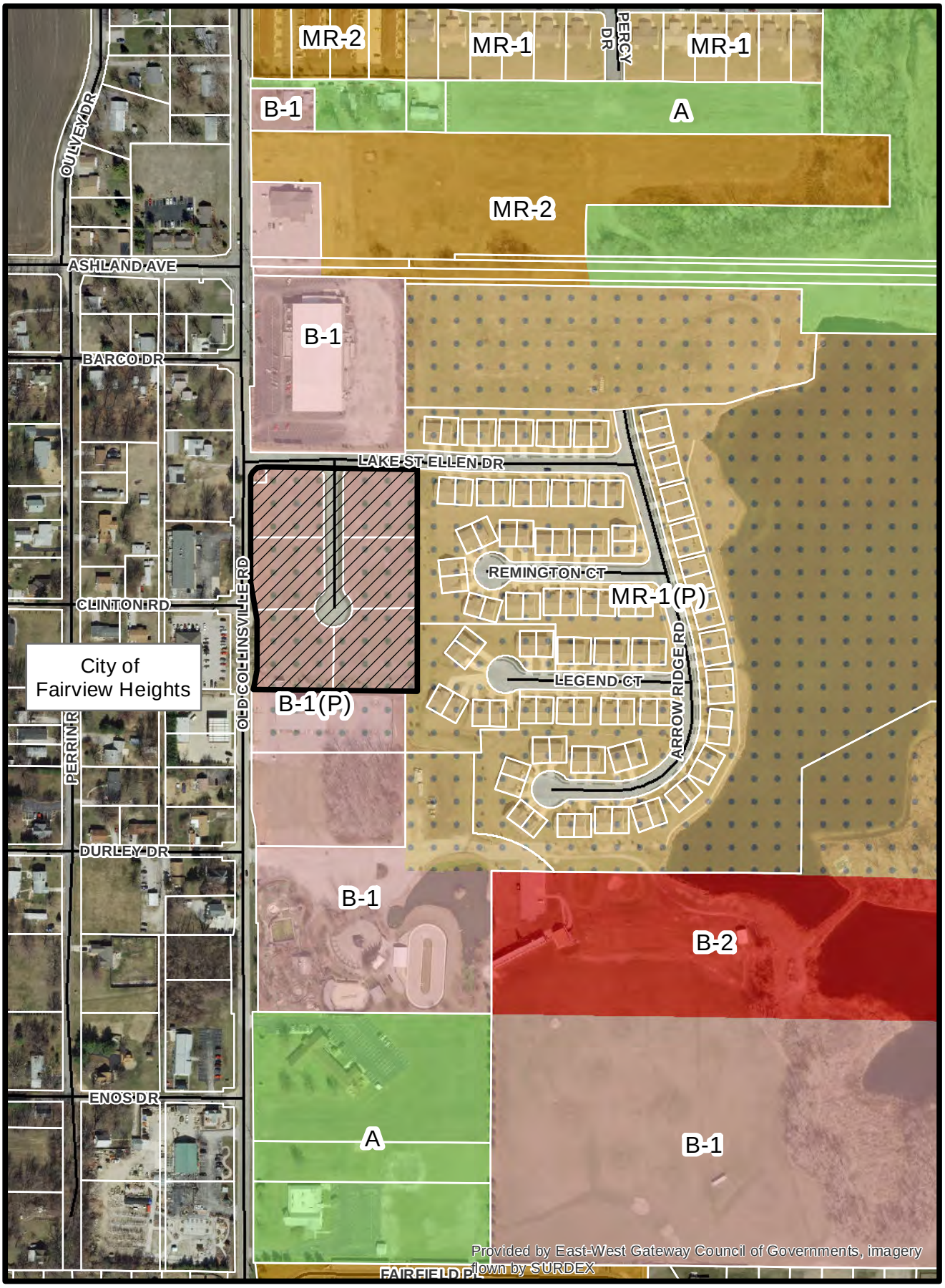

Subject Property

0 162.5 325 650 975 Feet

N W E S

O'Fallon ILLINOIS

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

Return to Agenda

Subject Property

0 162.5 325 650 975 Feet

N W E S

O'Fallon ILLINOIS

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PRELIMINARY PLANS FOR
RESUBDIVISION OF
LAKE ST. ELLEN PLAZA

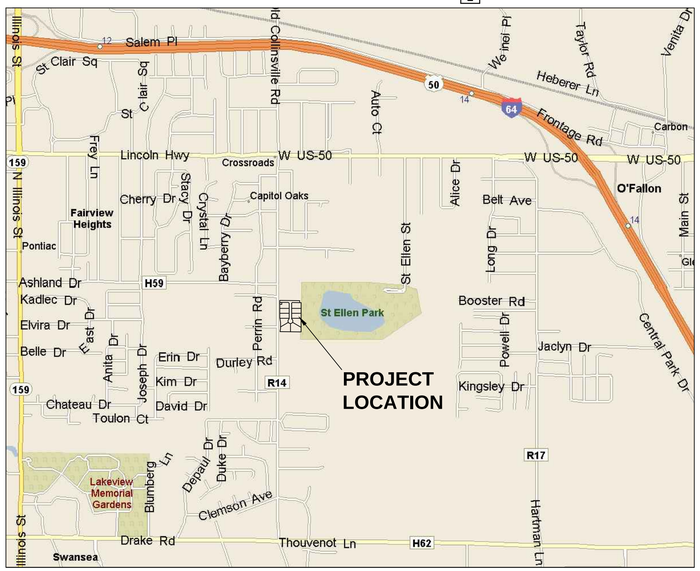
PART OF THE NORTHWEST QUARTER OF SECTION 35,
TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE 3RD P.M.,
CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS
REF.: P.B. 103, PG. 57

PROPOSED ZONING – MR-1

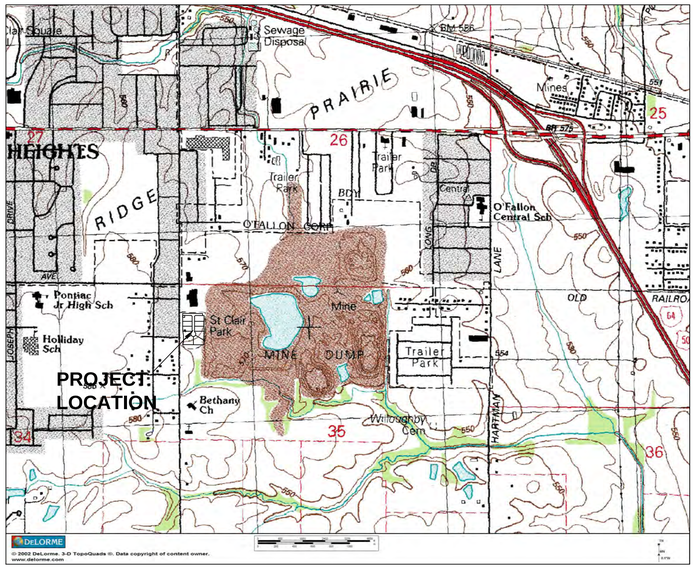
JUNE 5, 2015

INDEX OF SHEETS

SHEET 1 – COVER SHEET
SHEET 2 – PRELIMINARY PLAT



VICINITY MAP
N.T.S.



USGS MAP
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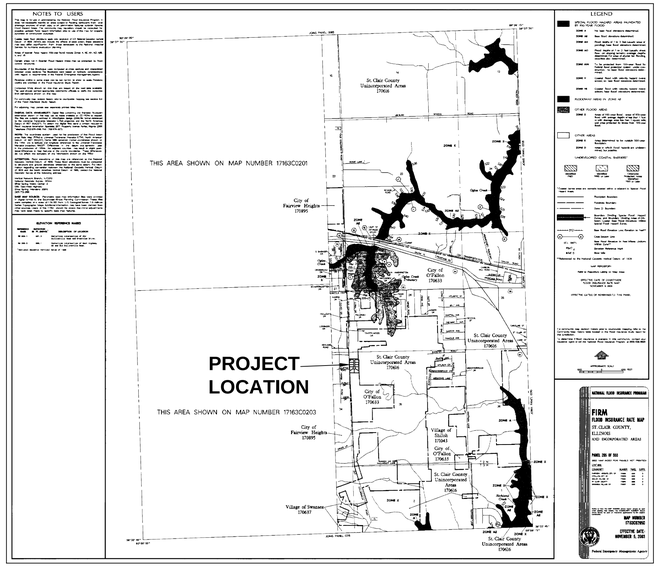


FEMA FIRM
N.T.S.

LIST OF UTILITIES

TELEPHONE - AT&T
203 GOETHE STREET
COLLINSVILLE, ILLINOIS 62234
PHONE: 618-346-6490

GAS - ILLINOIS POWER COMPANY
P.O. BOX 428
BELLEVILLE, ILLINOIS 62222
PHONE: 618-236-6248

SEWER - CASEYVILLE TOWNSHIP SEWER SYSTEM
1 ECOLOGY DRIVE
O'FALLON, ILLINOIS 62269
PHONE: 618-632-2414

ELECTRIC - ILLINOIS POWER COMPANY
P.O. BOX 428
BELLEVILLE, ILLINOIS 62222
PHONE: 618-236-6248

WATER - CITY OF O'FALLON
255 SOUTH LINCOLN AVE.
O'FALLON, ILLINOIS 62269
PHONE: 618-624-4500

CABLE T.V. - CHARTER COMMUNICATIONS
317 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220
PHONE: 618-222-3116

J.U.L.I.E. - 1-800-892-0123

CITY COUNCIL APPROVAL

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

Mayor **Date**

Attest:

City Clerk **Date**

SITE ADDRESS:

###
O'FALLON, IL 62269

EXISTING ZONING: **B-1(P)**

PROPOSED ZONING: **MR-1(P)**

BUILDING INFO:

10 RESIDENTIAL LOTS:

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

APPLICANT & CONTRACT OWNER:

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

ENGINEER / SURVEYOR:

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

NETEMEYER ENGINEERING ASSOCIATES, INC.
3300 Highline Road Aviston, IL 62216
PHONE: (618) 228-7816
FAX: (618) 228-7900

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

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

REVISIONS

NO.	DATE

IRPE 062-037441
EXP. DATE: 11/30/2016

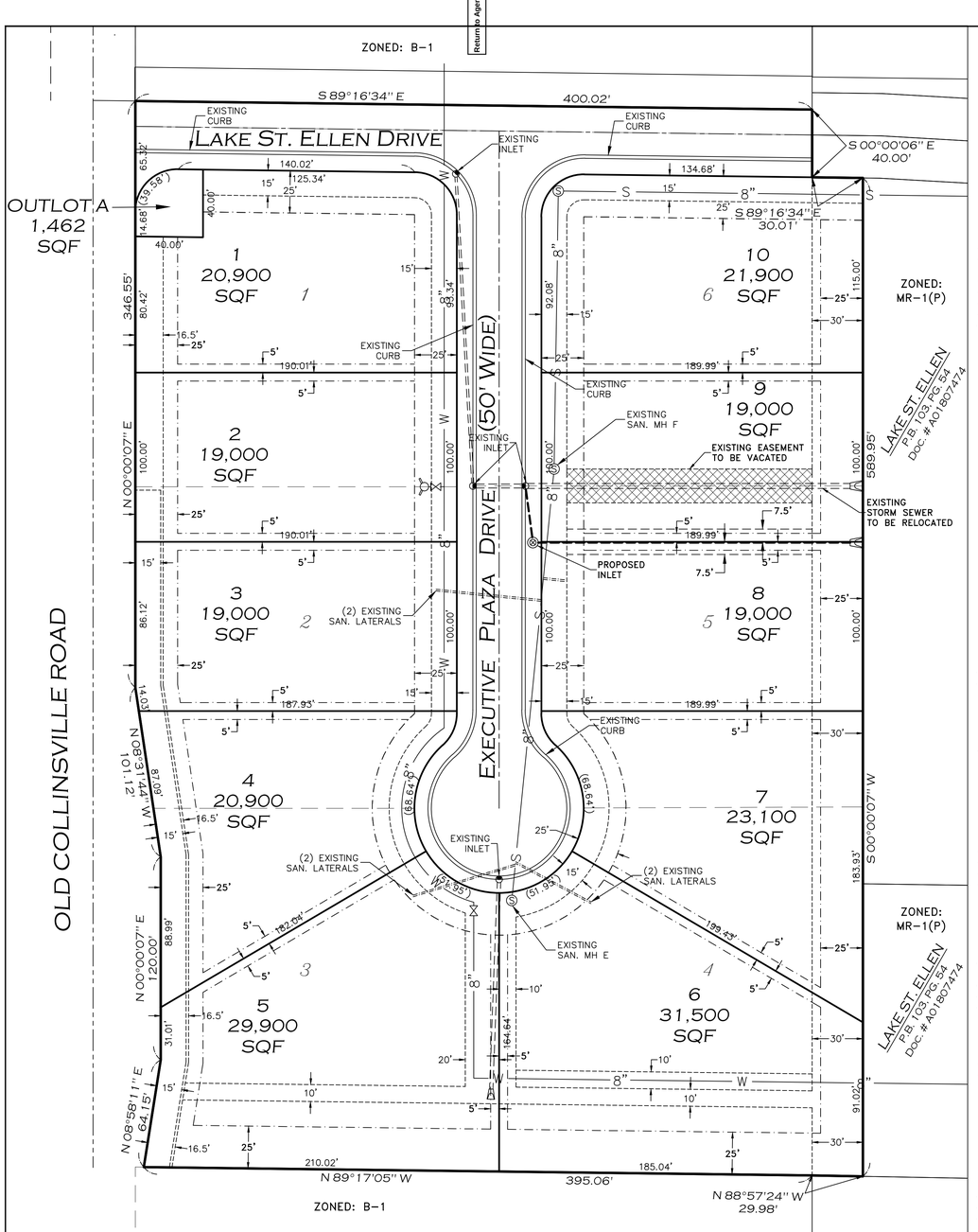
PATRICK R. NETEMEYER
037441
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

PATRICK R. NETEMEYER

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

COVER SHEET

SHEET NO: 1 OF 2



(ASSUMED)
SCALE: 1" = 40'
BASIS OF BEARING:
ILLINOIS STATE PLANE COORDINATE SYSTEM WEST ZONE NAD83
DATE OF FIELD WORK:
##-##-####

LEGEND

- = IRON MARKER FOUND
- = 5/8"ø IRON PIN TO BE SET
- = STONE FOUND
- = CONCRETE MONUMENT FOUND
- = CONCRETE MONUMENT TO BE SET
- = BRASS PLUG FOUND
- (911) = 911 ADDRESS
- = ## FRONT BUILDING SETBACK
- = UTILITY & DRAINAGE EASEMENT (EXCEPT AS NOTED)
- = EXISTING TREE LINE
- = EXISTING FLOWLINE
- = EXISTING FENCE
- = EXISTING GAS LINE
- = PROPOSED GAS LINE/CONNECTION
- = EXISTING GAS METER
- = EXISTING GASLINE VENT
- = EXISTING GAS VALVE
- = EXISTING GAS SIGN
- = EXISTING UTILITY POLE
- OHE = EXISTING OVERHEAD ELECTRIC LINE
- UGE = EXISTING UNDERGROUND ELECTRIC LINE
- = EXISTING LIGHT POLE
- = EXISTING ELECTRIC BOX
- = EXISTING ELECTRIC METER
- = EXISTING ELECTRIC PULL BOX
- = EXISTING ELECTRIC MANHOLE
- = EXISTING ELECTRIC METER PANEL
- = EXISTING ELECTRIC HOOKUP
- OHE = PROPOSED OVERHEAD ELECTRIC LINE
- UGE = PROPOSED UNDERGROUND ELECTRIC LINE
- = PROPOSED UTILITY POLE
- = PROPOSED LIGHT POLE
- = PROPOSED ELECTRIC BOX
- = EXISTING PHONE MANHOLE
- = EXISTING PHONE BOX
- = EXISTING PHONE PULLBOX
- FO = EXISTING FIBER OPTIC CABLE
- T = EXISTING TELEPHONE CABLE
- = EXISTING CABLE TV BOX
- = EXISTING TELEPHONE/FIBER OPTIC SIGN
- = STORM SEWER MANHOLE
- = STORM SEWER INLET
- = OPEN TOP STORM SEWER INLET
- = EXISTING SUMP LINE CLEANOUT
- = PROPOSED STORM SEWER/CULVERT
- = PROPOSED SUMP/DOWNSPOUT DRAIN LINE
- = PROPOSED SUMP/DOWNSPOUT DRAIN CLEANOUT
- +500.00 = EXISTING SPOT ELEVATION
- +(500.00) = PROPOSED SPOT ELEVATION (TOP CURB)
- +[500.00] = PROPOSED SPOT ELEVATION (FINISH PAVEMENT/GRADE)
- FF = EROSION CONTROL (FILTER FENCE)
- DC = MANUFACTURED CHECK DAM
- = INLET PROTECTION
- = EXISTING SANITARY MANHOLE
- = EXISTING SANITARY CLEANOUT
- = EXISTING SANITARY LIFT STATION
- = EXISTING SANITARY VALVE VAULT
- = AUTOMATIC AIR RELEASE VALVE
- = EXISTING SANITARY SEWER VALVE
- S = EXISTING SANITARY SEWER
- S P = EXISTING SANITARY CONNECTION
- FM = EXISTING SANITARY FORCEMAIN
- = EXISTING SANITARY LATERAL
- = PROPOSED SANITARY MANHOLE
- = PROPOSED SANITARY CLEANOUT
- = PROPOSED SANITARY LIFT STATION
- = PROPOSED SANITARY VALVE VAULT
- = PROPOSED SANITARY SEWER VALVE
- = PROPOSED AUTOMATIC AIR RELEASE VALVE
- S 8" = PROPOSED SANITARY SEWER (SIZE AS NOTED)
- S P = PROPOSED SANITARY CONNECTION
- FM = PROPOSED SANITARY FORCEMAIN
- = PROPOSED SANITARY LATERAL
- = EXIST. HYDRANT w/ GATE VALVE & BOX
- = EXIST. GATE VALVE & BOX
- = EXIST. GATE VALVE & MANHOLE
- = EXIST. WATER SPIGOT/FOUNTAIN
- W = EXISTING WATER MAIN
- W P = EXISTING WATER CONNECTION
- = EXISTING WATER METER
- = EXISTING WELL
- = EXISTING MONITOR WELL
- = PROP. HYDRANT w/ GATE VALVE & BOX
- = PROPOSED GATE VALVE & BOX
- = PROPOSED BUTTERFLY VALVE & BOX
- = PROPOSED CAP
- = PROPOSED REDUCER (SIZE AS NOTED)
- = PROPOSED TAPPING SLEEVE w/ GATE VALVE AND BOX (SIZE AS NOTED)
- W 8" = PROPOSED WATER MAIN (SIZE AS NOTED)
- W P = PROPOSED WATER CONNECTION
- W S = PROPOSED SPRINKLER CONNECTION
- = PROPOSED WATER METER

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CITY COUNCIL APPROVAL

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

_____
Mayor Date

Attest:

_____
City Clerk Date

SUBDIVISON INFORMATION:

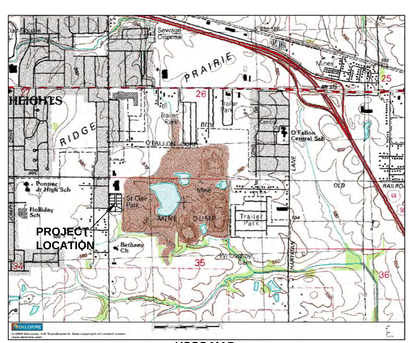
EXISTING ZONING: B-1(P)

PROPOSED ZONING: MR-1(P)

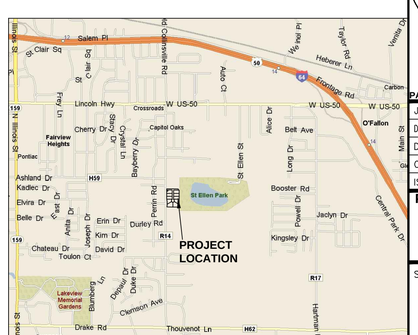
BUILDING INFO:

10 RESIDENTIAL LOTS:

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



USGS MAP
N.T.S.



LOCATION SKETCH
N.T.S.

NETEMEYER ENGINEERING ASSOCIATES, INC.
3300 Highline Road Aviston, IL 62216
PHONE: (618) 228-7816
FAX: (618) 228-7900

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

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

REVISIONS	
NO.	DATE

IRPE 062-037441
EXP. DATE: 11/30/2015

PATRICK R. NETEMEYER
37441
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

PATRICK R. NETEMEYER

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

PRELIMINARY PLAT

SHEET NO: 2 OF 2

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CITY OF O'FALLON, ILLINOIS
ORDINANCE NO. _____

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

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

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

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

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

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

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

122.01 Title
This chapter shall constitute and be known and may be cited as "Sidewalk Dining"

122.02 Purposes and Intent
This Chapter is designed to permit sidewalk dining accessory and incidental to a lawfully existing restaurant in areas where it is appropriate and to promote and protect the public health, safety and general welfare. Specific purposes of this legislation are:
(A) To ensure adequate space for pedestrians on the sidewalk adjacent to the sidewalk dining areas.
(B) To preserve and enhance the character of the neighborhoods where such sidewalk dining is permitted in the City and to protect the adjacent areas.

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

(A) Restaurant: As defined in §158.016 of the City Code of Ordinances under "Restaurant, Fast-Food" "Restaurant, General" or "Restaurant, Limited".
(B) Sidewalk Dining: The extension of the service of an existing restaurant preparing and serving foods for consumption within an existing building, to the extent that food and drink are permitted to be served and consumed at the tables placed on the public sidewalk adjacent to and within the confines of the frontage of that portion of the building in which the restaurant is situated.
(C) Sidewalk Dining Permit: A permit issued by the City, through the Director of Community Development, or his/her designee, which authorizes a restaurant to place tables, chairs and sidewalk furnishings on a public sidewalk for the purpose of serving food and drink to customers.
(D) Sidewalk Dining Area: The area of the public sidewalk defined by a site plan, approved by the City, which shows the number and type of tables, chairs, sidewalk furnishings and decorative items and their location.
(E) Permitee: A person, organization, sole proprietorship, partnership, limited liability company, corporation, company or other similar entity which has been issued a sidewalk dining permit.
(F) Public Sidewalk: Land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for, dedicated to and approved for, the general public for pedestrian walkway purposes which is directly adjacent to a business establishment of a Permitee.
(G) Director: Director of Community Development.

122.04 Permit Required
(A) A valid Sidewalk Dining Permit shall be required for all sidewalk dining on public sidewalks
(B) Establishments that meet the definition of a Restaurant shall be permitted to apply
(C) The permit is subject to reapplication and renewal on an annual basis
(D) Permits shall not be transferable from one person or entity to another person or entity.
(E) Permits shall not be transferable from the permitted place of business to another place of business
(F) The annual fee for such permit shall be $50 and such fee shall be paid in full at the time of application .
(G) All permit fees shall be non-refundable.
(H) Other than the applicant's initial application, all application for a given calendar year, must be submitted by January 31 of the applicable calendar year. In the event that an application is submitted later January 31, a non-refundable late fee of $50.00, in addition to the annual application fee, must be paid in order for the application to be considered.
(I) Permit application forms shall be available at City Hall and shall include, but not be limited to, the following information and documentation:

1. Name, address, and telephone phone number of the restaurant
2. Name, address, telephone phone number and email address of a contact person for the restaurant
3. Certificate of Insurance evidencing no less than $1,000,000.00, combined single limit, which said insurance covering all liability, both public liability and property damage, which may result from the granting of the sidewalk dining permit, naming the City of O'Fallon as an additional insured. The insurance coverage must be maintained in full force and effect so long as a permit is outstanding with written proof of renewal of the insurance to be provided to the Director at time of renewal.
4. Design plan drawn to scale, as follows:

a. Accurate depiction of property lines and dimensions, all adjoining public rights of way (including sidewalks), the location and dimensions of all existing structures (primary and accessory) and setback dimensions (measured from the curb to the structure)
b. Depict ingress/egress to business and sidewalk dining area
c. Depict sidewalk width from face of building to curb
d. Depict the designated area to be used for sidewalk dining purposes, clearly marked with measurements and dimensions
e. Depict all surface obstacles and obstructions such as fire hydrants, trees, permanent decorative fixtures, etc.
f. Depict the number and placement of tables, chairs, umbrellas, pedestrian barriers, decorative items and other fixtures, with the dimensions and product information of each piece shown

5. No application will be accepted without the required information, proof of insurance and design plan.
6. The application shall be filed with the Director.

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

122.05 Regulations
(A) Time

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

(B) Location

1. The sidewalk dining area shall be located only within the area depicted on the applicants design plan.
2. The location of all furniture, fixtures and facilities associated with sidewalk dining shall be such that a continuous pedestrian access route (PAR) meeting at least the minimum requirements of the Americans with Disabilities Act (ADA) will be maintained.

a. Currently, the PAR is recommended to be 5 feet wide, and in any event, shall not be less than 3 feet wide. Tree grates and similar semi-open surfaces do not count towards the required PAR width.
b. A vertical ground clearance area of at least 7 feet shall be maintained at all times. Umbrellas and other overhead obstructions must not encroach into this area.
c. There shall be no "grandfathering" or non-conforming right to continue previously permitted sidewalk dining arrangements insofar as minimum PAR standards as concerned. Any permit is issued only on an annual basis and is subject to mandatory modification to assure compliance with required PAR standards as they evolve from time to time.
d. Additional sidewalk clearance shall be required where pedestrian traffic or other circumstances warrant.

3. Sidewalk dining areas shall not obstruct sight distance of vehicular traffic, nor block access to any ramp, driveway, fire hydrant, fire escape, or entrance/exit.

(C) Maintenance & Materials

1. The Permitee shall keep the sidewalk dining area in a neat and clean condition, free from nuisance, litter, and trash and shall provide for the prompt removal of trash and waste therefrom. The restaurant shall wash down the sidewalk as needed to remove grease and residue.
2. All city and state health requirements must be met at all times
3. Only tables, chairs, umbrellas, decorative items and pedestrian barriers shall be permitted in the public sidewalk.
4. Paint, carpeting, artificial turf, platforms or other surfaces of any kind, shall not be permitted at any time in the sidewalk dining area.
5. There shall be no penetration of the public sidewalk surfaces.
6. All furniture and fixtures located on public sidewalks shall be entirely portable.
7. Sidewalk tables, chairs, furniture and decorative items shall be of uniform design
8. Permitted materials for sidewalk tables and chairs are limited to cast iron, wrought iron, expanded steel, wire steel, cast aluminum, and extruded aluminum. The pieces must be of substantial weight and quality. Glass inserts or glass tables and resin or wood furniture are prohibited.
9. Umbrellas shall be of stable construction with flame-retardant, color-fast fabric.
10. With prior approval of the Director, sidewalk dining may be separated from the public sidewalk by a 30 to 36 inch tall pedestrian barrier (railing, fence, or planters). Pedestrian barriers must be sturdy and stable and have sufficient weight so they cannot tip or be blown over. Pedestrian barriers shall not be anchored to the public sidewalk and shall be maintained so as not to stain/discolor the sidewalk.
11. Advertising of any kind on umbrellas or other sidewalk furniture is prohibited

12. No signs shall be permitted within the sidewalk dining area except one menu board sign may be displayed within the area of the sidewalk dining, mounted on an easel or any other easily removable fixture. The sign shall not exceed 6 square feet.
13. Sidewalk dining furniture and other related objects must be stored indoors in the off season
14. All furniture and fixtures must be kept clean and in good repair. Broken or damaged pieces shall be safely and securely repaired or replaced immediately. Repairs shall be sufficient to maintain the current level of quality, and replacements shall be of the same or similar design, color, quality and material.
15. The presetting of tables with utensils, glasses, napkins and condiments and the like, are prohibited.
16. While in use, the dining area must have adequate illumination from dusk and thereafter.
17. Outdoor heaters shall not be permitted in the sidewalk dining area.
18. No speakers or sidewalk music shall be permitted on the sidewalk dining area.
19. Businesses shall follow the regulations of the Smoke Free Illinois Act.
20. All food preparation must take place inside the associated restaurant.
21. Restaurant service equipment shall not be permitted on sidewalks.
22. No dogs, other than service animals, shall be allowed in the sidewalk dining area. Service animals include, but are not limited to, guide dogs for people who are blind or have visual impairments, hearing dogs for people who are deaf or hard of hearing, seizure alert dogs, and dogs who assists people with mobility impairments.

(D) Alcoholic Beverages

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

(E) Inspections

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

122.06 Indemnification

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

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

122.07 Discontinuation/Revocation

(A) Temporary Order of Discontinuation

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

(B) Notice of Violation; Failure to Comply

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

(C) Appeals

1. Any Permitee aggrieved by any action of the Director, in the denial, suspension or revocation of a sidewalk dining permit, shall be entitled to a hearing before the Mayor within 30 days of the denial, suspension or revocation, upon no less than 3 days' prior notice thereof, provided that a hearing is requested by the Permitee, in writing, within 5 business days of denial, suspension or revocation of a sidewalk dining permit. A denial, suspension, or revocation of a sidewalk dining permit shall not become effective until a hearing has been conducted and a decision rendered by the Mayor.

122.08 Penalty

(A) Any Permitee who violates any provision of this Chapter, shall, in addition to any other remedies as provided by law, be subject to any of the following;

1. A fine in the amount of not less than $125.00 and no more than $750.00 for each day the violation exists.
2. Automatic suspension of permit or renewal thereof for not more than thirty days, if three or more violations occur during the permit period even if the violations are corrected.
3. Automatic revocation of permit or renewal thereof, if five or more violations occur during the permit period even if the violations are corrected.
4. Any and all civil remedies available to the City, including any and all injunctive remedies that a court of competent jurisdiction may impose.
5. Each violation of this Chapter shall be deemed a separate offense.

122.09 Severability

(A) The provisions of this Ordinance are severable. If any provision, section, paragraph or part thereof be held invalid, such decision shall not effect or impair the validity of the remaining provisions, sections, paragraphs or part thereof of this Ordinance.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

Passed by the City Council this_____ day of _____ 2015.

****

ATTEST: Approved by the Mayor this__ day

(seal) of _____ 2015.

_____ _____

Philip A. Goodwin, City Clerk Gary L. Graham, Mayor

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

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

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CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: August 17, 2015

Subject: Sidewalk Dining Regulations (2nd Reading)

List of committees that have reviewed: The Community Development Committee reviewed this application at its July 27, 2015 meeting. The committee recommended approval of the text amendments as proposed with a vote of 5-0. At the City Council meeting on August 3, 2015, City Attorney Dale Funk proposed two changes to the ordinance to remove any indication the restaurant would be required to remove snow and allowing a restaurant to remain operating sidewalk dining while going through an appeal process.

Background Information

Since the downtown planning process began, staff has been getting requests from businesses and residents to allow sidewalk dining. Staff feels that allowing this type of use is entirely appropriate and will improve the pedestrian environment and bring much needed life to the streets of Downtown O'Fallon. Therefore, after studying regulations from numerous communities, the attached ordinance outlines the regulations regarding sidewalk dining in the downtown area. Staff has sent the regulations to and discussed the potential regulations with downtown restaurants to get feedback. To this point staff has only received positive comments on the proposed regulations.

Overview

The basic intent is to permit restaurants (not bars or taverns) to have outdoor seating areas on public sidewalks as long as a basic pedestrian route is maintained and the chairs/tables meet minimum materials standards (metal, no plastic/wood/resin). Sidewalk dining would be allowed with an annual permit issued through the Community Development Department. A site plan showing the proposed layout and pedestrian access along with liability insurance listing the city as additionally insured is required with the application. No items will be allowed to be permanently mounted to the sidewalk.

Legal Considerations, if any: None

Budget Impact: None

Staff Recommendation: Staff recommends approval of the ordinance allowing sidewalk dining.

Return to Agenda

MEMO

To: City Clerk, Phil Goodwin
Finance Committee:
Mike Bennett, Chair
Jerry Albrecht – Vice Chairman
Ned Drolet
Bob Kueker
Gene McCoskey
Herb Roach
Matt Smallheer

From: Patricia Diess
Date: August 14, 2015
Subject: Invoices for August 17, 2015
Amount: $2,929,756.81
Warrant: #331

Attached, for the Finance Committee's and the City Council's approval, is the bills list for August 3, 2015 in the amount of $2,927,680.48 as well as $225.00 for Seasonal Park Payments, $795.00 for Park Refunds, and $36.33 for an Allegra Invoice that was missed when entering. If you have any questions or should need further information, please let me know.

Copy: Sandy Evans
City Council
Mayor Graham

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CITY OF O'FALLON

BILL LIST FOR August 17, 2015
Warrant #331

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 18th of August, 2015. The Office of Finance is hereby authorized to borrow from any fund having an excess cash balance to pay the bills for any fund having a cash deficit.

_____
Gary Graham, Mayor

ATTEST:

_____
Philip Goodwin, City Clerk

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	A	B	C	D	E
1			AP Warrant FY 2016		
2	Invoice Due Date.Date mm-dd-yyyy	08/18/2015			
3					
4	**Invoice Amount**				
5	**Vendor Name**	**Invoice Number**	**Invoice Description**	**Date mm-dd-yyyy**	**Total**
6	**Absopure Water Co**	**55261083**	Strts-Lease Charges	07/31/2015	$5.00
7		**55267887**	WWTP-Lease Payment	07/31/2015	$5.00
8	**Absopure Water Co Total**				**$10.00**
9	**Ace Hardware of O'Fallon**	**62496**	Strts-Hose Couplers	07/01/2015	$11.98
10		**62515**	Pks/Rec-Sharpening Chain Saw Chains	07/02/2015	$52.00
11		**62516**	EMS-Propane Tank Refill	07/02/2015	$17.99
12		**62519**	Sportspark-Screwdriver Set, Spike Nails, Linch Pins	07/02/2015	$46.36
13		**62523**	Pks/Rec-Bolts, Eye Bolts, Asst'd Fasteners	07/02/2015	$24.77
14		**62571**	WWTP-Plastic Bucket, Trowel, Putty Knife	07/06/2015	$38.87
15		**62572**	PW-Kitchen Bags	07/06/2015	$9.99
16		**62577**	Pks/Rec-Keys, Ratchet, Spray Paint	07/06/2015	$56.82
17		**62578**	FD-Cleaner, Hooks, Battery Tester, Eye Screw, Asst'd Fasteners	07/06/2015	$84.34
18		**62582**	Sportspark-Cable Ties	07/06/2015	$9.99
19		**62591**	Pks/Rec-Auto Fuses	07/06/2015	$4.99
20		**62604**	Sportspark-Nails, Duct Tape, Tape Rule	07/07/2015	$93.94
21		**62613**	Strts-Slip Hooks, Grab Hooks, Chain Proof	07/07/2015	$141.22
22		**62632**	Strts-Rope	07/08/2015	$26.60
23		**62641**	Sportspark-Bars, Batteries	07/08/2015	$32.97
24		**62658**	Strts-Bleach	07/09/2015	$2.99
25		**62659**	Wtr-Safety Glasses, Paintbrush, Medallist Paintbrush	07/09/2015	$75.94
26		**62660**	Cemetery-Eye Bolt, Asst'd Fasteners	07/09/2015	$3.78
27		**62693**	WWTP-Hinges	07/10/2015	$33.98
28		**62695**	Wtr-Trim Line	07/10/2015	$9.99
29		**62698**	FD-Mouse Traps	07/10/2015	$4.98
30		**62720**	EMS-Plug, Air Chuck	07/11/2015	$10.48
31		**62739**	Pks/Rec-Nozzle	07/12/2015	$6.99
32		**62751**	FD-Mouse Bait, Repellent	07/13/2015	$20.97
33		**62757**	FD-Febreze, Metal Hose Shut Off, Repair Kit, Door Stop	07/13/2015	$27.96
34		**62768**	Wtr-Cooler	07/14/2015	$49.99
35		**62780**	CDD-Dowels	07/14/2015	$4.98
36		**62786**	Swr-Crimp Collar, Drain Opener	07/14/2015	$21.48
37		**62790**	PD-Master Key	07/14/2015	$1.79
38		**62806**	Cemetery-PVC Cleanout Plug, Spray Wand	07/15/2015	$34.98
39		**62815**	FD-Asst'd Fasteners, PVC Plug, Fan Blowers, Etc	07/15/2015	$294.35
40		**62845**	Strts-Siemens Breaker, Key	07/16/2015	$18.57
41		**62853**	EMS-Asst'd Fasteners	07/16/2015	$3.00
42		**62854**	EMS-Wire	07/16/2015	$8.28
43		**62859**	FD-Spider Trap, Home Defense	07/16/2015	$38.96

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	A	B	C	D	E
44		62861	Wtr-Paintbrushes, Paint Thinner	07/16/2015	$25.95
45		62910	Cemetery-Polyseam Caulk	07/20/2015	$4.99
46		62917	Strts-Shovels, Torx Insert Bit	07/20/2015	$36.47
47		62918	Strts-Shovel Handle Credit	07/20/2015	-$1.80
48		62919	Cemetery-Metal Sheet	07/20/2015	$6.98
49		62931	Pool-Pool Supplies/Chemicals	07/20/2015	$11.99
50		62933	PW-Repel Backyard Spray	07/21/2015	$38.94
51		62934	Strts-Cups, Cooler	07/21/2015	$32.98
52		62937	FD-Sheet, Asst'd Fasteners	07/21/2015	$57.18
53		62957	Wtr-Chisel's	07/21/2015	$23.97
54		62968	Wtr-Cement, Cleaner, Coupler	07/22/2015	$27.14
55		62973	Pks/Rec-Packing Valve, Asst'd Fasteners	07/22/2015	$4.11
56		62981	IT-Batteries	07/23/2015	$11.98
57		63023	FD-Wheel Brush, Tape, Paintbrush, Thinner, Etc	07/24/2015	$41.86
58		63049	FD-Large Metal Nozzle Gun	07/29/2015	$23.97
59		63064	Pks/Rec-Cord Starter	07/27/2015	$2.76
60		63108	Strts-Tune Up Kit, Ignition Module	07/28/2015	$51.98
61		63127	Sportspark-Epoxy Weld, Edger Blade	07/29/2015	$44.94
62		63154	Fac-Entry Lock, Sawzal Blade, Flush Lever	07/30/2015	$33.97
63		63156	FD-Ceiling Tile Repair/Paint	07/30/2015	$32.94
64		63158	Fac-Keys, Key Tag	07/30/2015	$9.53
65		63175	Wtr-Dowel, Lift Handle, Paintbrush, Super Glue, White Glue	07/31/2015	$23.45
66		63177	Cemetery-Washers	07/31/2015	$5.99
67		63189	Pks/Rec-Supplies for the Movie In the Park	07/31/2015	$79.74
68		Jul15 Disc-CH	CityHall-July 2015 Discount	07/31/2015	-$60.61
69		Jul15 Disc-FD	FD-July 2015 Discount	07/31/2015	-$62.77
70		Jul15 Disc-PW	PW-July 2015 Discount	07/31/2015	-$69.76
71	**Ace Hardware of O'Fallon Total**				**$1,766.14**
72	**Active Network LLC**	11067164	Pks/Rec-Card Printers, Membership Camera	04/30/2015	$5,867.40
73	**Active Network LLC Total**				**$5,867.40**
74	**Advance Auto Parts**	7432518866566	Strts-Wiper Blades	07/07/2015	$66.65
75		7432519466785	Strts-Hex Skt	07/13/2015	$30.30
76		7432519566828	Strts-Oil Filters	07/14/2015	$11.08
77		7432521267468	Strts-Oil Filters, Air Filter	07/31/2015	$34.72
78	**Advance Auto Parts Total**				**$142.75**
79	**Advertiser Press Co**	11043	CDD-Occupancy Permit Forms	07/20/2015	$152.00
80	**Advertiser Press Co Total**				**$152.00**
81	**Airgas USA LLC**	9041916940	EMS-Oxygen	06/29/2015	$196.97
82	**Airgas USA LLC Total**				**$196.97**
83	**All Inclusive Rec LLC**	1422	Sportspark-Decorative Planter	08/07/2015	$1,376.00
84	**All Inclusive Rec LLC Total**				**$1,376.00**
85	**All Touch Tennis LLC**	5606	Pks/Rec-Mini Camp Tennis	08/10/2015	$990.00
86		5761	Pks/Rec-Beginners Tennis Lessons	08/10/2015	$217.60

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	A	B	C	D	E
87	All Touch Tennis LLC Total				$1,207.60
88	All Type Compressor Svc Co Inc	115-1329	Strts-Coalescing Filter Element, Compressor Lube	07/31/2015	$175.00
89	All Type Compressor Svc Co Inc Total				$175.00
90	Al's Automotive Supply Inc	05FZ8180	FD-Heat Shrink Terminal	07/01/2015	$26.55
91		05FZ8526-Bal	FD-Bal of Credits Due to being charged tax	07/01/2015	-$2.05
92		05GA1910	FD-Adapters, Flex Handles, Brake Line Returns	07/06/2015	$34.96
93		05GB2244	FD-Diesel Exh Fluid	07/15/2015	$12.41
94		05GC7016	FD-Antifreeze, Radiator Cap	07/30/2015	$17.01
95		05GC7764	FD-Freon Refrigerant	07/30/2015	$75.00
96	Al's Automotive Supply Inc Total				$163.88
97	Amazon	177450435301	IT-Power Supply for Public Safety Community Room	06/10/2015	$54.99
98	Amazon Total				$54.99
99	AMD Paper Service	0801-093015	EconDev-Subscription Renewal	08/03/2015	$33.10
100	AMD Paper Service Total				$33.10
101	Ameren Illinois	0701-080115	Strts-Utilities for Lighting	08/05/2015	$37.77
102	Ameren Illinois Total				$37.77
103	AmerenIP	0617-071915	Monthly Utilities	08/05/2015	$66,808.30
104	AmerenIP Total				$66,808.30
105	Anderson Pest Solutions	3441201	IT-July 2015 Pest Control	07/01/2015	$74.42
106		3472677	Sportspark-Aug 2015 Pest Control	08/01/2015	$54.60
107		3472704	City Hall-Pest Control Service	08/01/2015	$227.33
108		3473001	WWTP-Pest Control Service	08/01/2015	$110.00
109		3473186	Pks/Rec-Svc Community Park Bldg-Aug 2015 Pest Control	08/01/2015	$80.00
110		3473347	Swr-Pest Control Charges	08/01/2015	$54.00
111	Anderson Pest Solutions Total				$600.35
112	APA-St Louis Metro Section	080315-Randall	CDD-Pmt for August 2015 Luncheon/Randall, Justin	08/03/2015	$10.00
113		080315-Shekell	CDD-Pmt for August 2015 Luncheon/Shekell, Ted	08/03/2015	$15.00
114	APA-St Louis Metro Section Total				$25.00
115	Aramark Uniform Services	452-0020528	PD/EMS-Mat Service	07/23/2015	$140.23
116		452-0045793	PD/EMS-Mat Service	07/30/2015	$140.23
117		452-0071067	PD/EMS-Mat Service	08/06/2015	$140.23
118	Aramark Uniform Services Total				$420.69
119	Arrow International Inc	93209452	EMS-Medical Supplies	07/14/2015	$565.03
120	Arrow International Inc Total				$565.03
121	AT&T	618628691708	618 628-6917 330 7	07/31/2015	$79.42
122		0374758202	Acct 171-796-1027 322	07/28/2015	$1,886.18
123		0605-070415	Local Phone Charges	07/04/2015	$1,026.29
124	AT&T Total				$2,991.89
125	Atkins, Rudi	FY16-HS	FY2016 Healthy Spending Reimbursement	08/03/2015	$75.00
126	Atkins, Rudi Total				$75.00
127	Auffenberg Dealer Group	443435	PD-Svc on 2013 Explorer	07/21/2015	$176.07
128	Auffenberg Dealer Group Total				$176.07
129	Azavar Audit Solutions Inc	11083	June 2015 Contingency Payment	07/24/2015	$3,587.89

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130	Azavar Audit Solutions Inc	11095	May 2015 Contingency Payment	08/01/2015	$16,586.20
131	Azavar Audit Solutions Inc Total				**$20,174.09**
132	B & P Trophy House	1251	Sportspark-Softball, Men's Division 1st and 2nd	07/22/2015	$80.00
133	B & P Trophy House Total				**$80.00**
134	B C Signs	23433	Pks/Rec-Banners for Movies & Advertisement	07/29/2015	$170.00
135		23440	Pks/Rec-Banners	08/05/2015	$89.00
136	B C Signs Total				**$259.00**
137	Bank of Edwardsville, The	080915	CDD-Loan 1060302749 Pmt	08/09/2015	$542.68
138	Bank of Edwardsville, The Total				**$542.68**
139	Bank of O'Fallon	080615	FD-Loan 4950189010 Pmt	08/06/2015	$19,850.82
140	Bank of O'Fallon Total				**$19,850.82**
141	Banner Fire Equip Inc	438875	FD-Crosstech Barriers	07/31/2015	$10,703.00
142	Banner Fire Equip Inc Total				**$10,703.00**
143	Batteries Plus Bulbs	378-294919	Swr-12V Lead Battery	07/22/2015	$150.21
144		378-295630	FD-12V Flooded	08/04/2015	$43.20
145	Batteries Plus Bulbs Total				**$193.41**
146	Belleville Fence Company	12997	Strts-Venita Operpass Fence	07/24/2015	$4,597.00
147		13005	PropS-Svc at 703 Juniper Dr	07/30/2015	$5,367.00
148	Belleville Fence Company Total				**$9,964.00**
149	Bel-O Cooling & Heating Inc	83930	Sportspark-After Hours Service	07/17/2015	$150.00
150		84076	Pks/Rec-Filters	07/28/2015	$120.00
151		84077	CityHall-Filters for IT Server Room	07/28/2015	$60.00
152	Bel-O Cooling & Heating Inc Total				**$330.00**
153	Benedick Atty, Thomas	10217	PD-Crime Free Rental Housing Seminar	07/31/2015	$150.00
154	Benedick Atty, Thomas Total				**$150.00**
155	Bound Tree Medical LLC	81859190	EMS-Medical Supplies	07/24/2015	$587.26
156	Bound Tree Medical LLC Total				**$587.26**
157	Brundage, John	071015	Reimb/Bee Keeping Supplies	07/10/2015	$120.00
158	Brundage, John Total				**$120.00**
159	Buckeye Cleaning Center	903122	Pks/Rec-KCCC Restrooms	07/21/2015	$123.10
160		904560	Pks,Sportspark,Pool-Cleaner, Paper Towels, TP, Trash Bags, Glove	07/28/2015	$640.57
161	Buckeye Cleaning Center Total				**$763.67**
162	Butler Supply Co	12092725	Pks/Rec-4 Amp Hour Emergency Battery	07/28/2015	$89.22
163		12095615	WWTP-Anchor Kit	07/30/2015	$17.88
164		12096977	FD-AC Navigator Clamp	07/31/2015	$221.55
165		12102391	WWTP-Strut Pipe Strap	08/06/2015	$2.11
166		12102392	Swr-Supplies	08/06/2015	$125.00
167	Butler Supply Co Total				**$455.76**
168	Cardona-Marsh, Courtney	080715	Reimb/Occupancy Permit (921 Chesapeake Junction)	08/07/2015	$50.00
169	Cardona-Marsh, Courtney Total				**$50.00**
170	Carter Waters Construction	30066709	Strts-Staples for Erosion Control	07/29/2015	$94.00
171	Carter Waters Construction Total				**$94.00**
172	Casper Stolle Quarry	990681	Wtr-Commercial Rock	07/22/2015	$157.06

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173	Casper Stolle Quarry	990682	PW-Commercial Rock	07/22/2015	$780.83
174		990737	Swr-27" Interceptor Repair Hilltop	07/23/2015	$265.74
175		990804	Swr-27" Interceptor Repair Hilltop	07/24/2015	$883.36
176		990892	Swr-27" Interceptor Repair Hilltop	07/28/2015	$894.21
177		990937	Swr-27" Interceptor Repair Hilltop	07/29/2015	$1,329.14
178		990980	Swr-27" Interceptor Repair Hilltop	07/30/2015	$441.62
179		991030	Swr-27" Interceptor Repair Hilltop	07/31/2015	$430.43
180		991080	Swr-27" Interceptor Repair Hilltop	08/03/2015	$256.09
181		991081	Wtr-Commercial Rock	08/03/2015	$275.27
182	Casper Stolle Quarry Total				**$5,713.75**
183	CDW Government Inc	WQ83931	IT-Office 365 Kiosk Licenses - 25	07/12/2015	$640.50
184	CDW Government Inc Total				**$640.50**
185	Cee Kay Supply Inc	1382102	Strts-Oxygen	07/31/2015	$25.82
186	Cee Kay Supply Inc Total				**$25.82**
187	Centerfield Park	072815	Pks/Rec-Mini Golf	07/28/2015	$108.00
188	Centerfield Park Total				**$108.00**
189	Charter Communications	0726-082515	PD/EMS-Acct 8345 78 225 0024452 Pmt	07/18/2015	$123.93
190		0730-082915	PD/EMS-Acct 8345 78 225 0259918 Pmt	07/20/2015	$80.00
191		0801-083115B	FD-Acct 8345 78 225 0104221 Pmt	07/23/2015	$53.11
192		0808-090715	FD-Acct 8345 78 225 0076569 Pmt	08/01/2015	$30.18
193		0808-090716	Strts,Wtr-Acct 8345 78 225 0099975 Pmt	08/01/2015	$14.77
194		0814-091315	Pks/Rec-Acct 8345 78 225 0304029 Pmt	08/04/2015	$71.94
195	Charter Communications Total				**$373.93**
196	Chick-fil-A Inc	072815	Sportspark-Sold 375 Sandwiches (7/10-7/31/15)	07/28/2015	$937.00
197		072815B	Pool-Sold 95 Sandwiches	07/28/2015	$237.50
198	Chick-fil-A Inc Total				**$1,174.50**
199	Christ Truck Svc Inc	14699	Pks/Rec-Rock for Savannah Hills Hole Repair	07/29/2015	$68.25
200	Christ Truck Svc Inc Total				**$68.25**
201	Clemons, Ebony	080415	Reimb/NAED EMD Retest	07/04/2015	$30.00
202	Clemons, Ebony Total				**$30.00**
203	Cletes Auto Repair	82407	PD-Svc on 2013 Explorer, Unit 27	07/24/2015	$47.06
204		82455	PD-Svc on 2012 Tahoe, Unit 66	07/28/2015	$73.34
205		82485	PD-Svc on 2007 Explorer, Unit 52	07/30/2015	$345.16
206		82566	PD-Svc on 2011 Crown Victoria, Unit 65	08/07/2015	$212.60
207	Cletes Auto Repair Total				**$678.16**
208	CMS Communications Inc	1512878-IN	PD-Phone for Additional Position	07/17/2015	$299.35
209	CMS Communications Inc Total				**$299.35**
210	Cole, Lisa	FY16-HS	FY2016 Healthy Spending Reimbursement	08/05/2015	$75.00
211	Cole, Lisa Total				**$75.00**
212	Comm Squad	1079	IT-Fiber Run from Comm Bldg to Public Safety	08/04/2015	$10,900.00
213	Comm Squad Total				**$10,900.00**
214	Commerce Bank	AD072715-1	Pks/Rec-Camp Water Balloon Sling Shot	07/10/2015	$52.26
215		AD072715-2	Pks/Rec-Brochure Software	07/11/2015	$29.99

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216	Commerce Bank	AD072715-3	Pks/Rec-Credit for Dupl Pmt	07/14/2015	-$128.70
217		AD072715-4	Pks/Rec-Balance Movie Screen	07/21/2015	$1,000.00
218		AD072715-5	Pks/Rec-Wilkerson Tourney-U12B	07/23/2015	$550.00
219		BS072715-1	FD-Microsoft Surface Sleeve	07/09/2015	$34.99
220		BS072715-2	FD-Various Tools	07/09/2015	$344.85
221		CS072715-1	FD-Pressure Indicators	07/07/2015	$306.50
222		DG072715-1	IT-Tablet for Pam Funk	07/08/2015	$1,399.96
223		DG072715-2	IT-Shuttle from Airport to ESRI Conference	07/09/2015	$19.00
224		DG072715-3	IT-June 2015 Callout Svcs Subscription	07/12/2015	$90.00
225		DG072715-4	IT-Travel Expenses for ESRI Conference, Dan & Chad	07/19/2015	$3,647.50
226		DS072715-1	PW-Lodging, Food for IL State APWA Meeting	07/10/2015	$171.37
227		DS072715-2	Strts-Grade Stakes	07/15/2015	$30.28
228		FS072715-1	PW-Boots for St E's Job	06/29/2015	$154.99
229		FS072715-2	Wtr-Dead Bolt Keyed	07/17/2015	$164.05
230		FS072715-3	PW-Lifeproof Cases	08/20/2015	$1,039.86
231		GG072715-1	Admin-ILM Registration/Graham & Funk	07/14/2015	$655.00
232		GS072715-1	Wtr-Refrigerator Filters	07/01/2015	$80.64
233		HB072715-1	PW-APWA 2015 Attendee Registration	07/07/2015	$785.00
234		JF072715-1	Pks/Rec-Dugout Net Kit, Rail Padding Kit	06/27/2015	$374.08
235		JF072715-2	Sportspark,Pks/Rec-Tng Videos & Map Production Backup via Laptop	07/08/2015	$116.62
236		JS072715-1	CDD-Lodging for ICCA Meeting	07/15/2015	$123.87
237		JS072715-2	CDD-Airfare for ICC Annual Conference	07/20/2015	$284.00
238		JS072715-3	CDD-Svc on 2012 Impala, Unit 36	07/20/2015	$24.37
239		JW072715-1	EMS-National EMT Registry	06/30/2015	$70.00
240		JW072715-2	EMS-ReSchedule of National Test	06/30/2015	$50.00
241		JW072715-3	EMS-Heartsaver CPR AED Student Workbook	07/17/2015	$156.96
242		KT072715-1	PD-Crime Free Training Dinner	07/22/2015	$30.61
243		MAF072715-1	PD-IL Web Plate Renewals	07/01/2015	$309.75
244		MAF072715-2	Admin-Training Expenses/Municipal Clerks Conf, Maryanne & Phil	07/15/2015	$457.39
245		MJH072715-1	Pks/Rec-Camp Photo's	07/01/2015	$28.94
246		MJH072715-2	Pks/Rec-Camp Movie Tickets	07/01/2015	$599.50
247		MJH072715-3	Pks/Rec-Camp Supplies	07/08/2015	$742.00
248		MJH072715-4	Pks/Rec-NRPA Conference Fee	07/14/2015	$485.00
249		MK072715-1	Lib-Shipping Charges	06/26/2015	$183.98
250		MK072715-2	Lib-Office Supplies	07/01/2015	$433.04
251		MK072715-3	Lib-Shipping Supplies	07/17/2015	$337.16
252		MS072715-1	Tng in Lieu of any Travel or Add'l Conference this FY	07/10/2015	$848.00
253		MS072715-1 Lib	Lib-Lunch Meeting	06/26/2015	$23.04
254		MS072715-2 Lib	Lib-Backup Service	07/01/2015	$5.00
255		MS072715-3 Lib	Lib-Web Host	07/05/2015	$18.70
256		MS072715-4 Lib	Lib-Plant/Baker, Harriett	07/07/2015	$91.07
257		MS072715-5 Lib	Lib-Shipping	07/14/2015	$11.50
258		NM072715-1	Pks/Rec-Ads	06/30/2015	$12.00

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259		NM072715-2	Pool-Arc Services/Training	07/01/2015	$360.00
260		NM072715-3	Pool-Pizza's	07/04/2015	$21.77
261		NM072715-4	Pks/Rec-Camp Supplies	07/06/2015	$96.13
262		NM072715-5	Pks/Rec-Camp Movie Tickets	07/08/2015	$1,281.50
263		NM072715-6	Pks/Rec-Supplies for Camp	07/16/2015	$9.95
264		NM072715-7	Pks/Rec-Camp Choo Choo Photos	07/17/2015	$10.05
265		NM072715-8	Pks/Rec-Cooking Camp, Blank Book	07/23/2015	$18.00
266		NM072715-9	Pks/Rec-Cooking Camp	07/23/2015	$340.00
267		OPD072715-1	PD-Sympathy Piece/Hyatt, Robert	06/26/2015	$53.25
268		OPD072715-2	PD-IPSTA Conf Registration/Ostendorf, Daryl	07/07/2015	$125.00
269		PF072715-1	EconDev-Constant Contact Tool Kit	07/16/2015	$37.76
270		RJ072715-1	Lib-Materials	06/27/2015	$194.53
271		RJ072715-2	Lib-Program Pizzas	07/07/2015	$48.31
272		RMH072715-1	PD-Lodging for EMD Class	06/30/2015	$199.36
273		RMH072715-2	PD-Office Supplies	07/14/2015	$34.99
274		SE072715-1	Admin-Wall St Journal Subscription	06/29/2015	$32.99
275		SE072715-2	Admin-New World Registration	07/13/2015	$1,395.00
276		SE072715-3	Admin-Airfare to New World Conference	07/13/2015	$476.02
277		SE072715-4	Admin-IGFOA Lunch	07/16/2015	$10.91
278		SE072715-5	Wtr-Work Comp Replacement Glasses/Ahle, Billy	07/22/2015	$426.24
279		SG072715-1	Pks/Rec-Expenses for Industry Expo & Tradeshow	07/10/2015	$781.60
280		TD072715-1	IT-Microphone	07/01/2015	$149.95
281		TD072715-2	IT-Webcam	07/06/2015	$23.99
282		TD072715-3	IT-FireDaemon to Run Compasscom as Service	07/17/2015	$89.63
283		TR072715-1	Lib-Supplies for Baby Classes, Outreach	06/25/2015	$125.45
284		TR072715-2	Lib-SRP Supplies	06/28/2015	$347.96
285		TR072715-3	Lib-Laminate	06/29/2015	$68.30
286		TR072715-4	Lib-Helium	06/29/2015	$30.00
287		TR072715-5	Lib-SRP Supplies, Materials	06/29/2015	$105.10
288		WD072715-1	EconDev-Chamber Luncheon	07/06/2015	$14.00
289		WD072715-2	EconDev-Club Dues	07/13/2015	$214.00
290		WD072715-3	EconDev-ICMA Membership	07/13/2015	$1,168.00
291		WD072715-4	Admin-Refund for Cancellation of US Conf of Mayors	07/15/2015	-$1,350.00
292		WD072715-5	EconDev-IML Registrations	07/23/2015	$1,550.00
293	**Commerce Bank Total**				**$24,733.86**
294	**Communication Revolving Fund**	**T1542553**	PD-Communication Charges	07/20/2015	$1,483.32
295	**Communication Revolving Fund Total**				**$1,483.32**
296	**Cost Recovery Corp**	**073015**	Contingency Fee's	07/30/2015	$2,076.37
297	**Cost Recovery Corp Total**				**$2,076.37**
298	**CPR Plus**	**72315**	EMS-AHA Certification Cards	07/23/2015	$63.95
299	**CPR Plus Total**				**$63.95**
300	**Custom Car & Truck**	**92567**	Swr-LED Light Kit	06/19/2015	$69.90
301		**92703**	FD-Floor Liners	06/25/2015	$89.95

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302	Custom Car & Truck	92727	FD-Credit for Wrong Floor Mat	06/26/2015	-$89.95
303	Custom Car & Truck Total				**$69.90**
304	Dall, Melinda	072115	CDD-Occupancy Permit Refund (97 Betty Ln)	07/21/2015	$50.00
305	Dall, Melinda Total				**$50.00**
306	Datamax Office Systems	958426	Contract CN912-01	08/03/2015	$6.68
307		962038	Contract CN6537-01	08/07/2015	$19.86
308	Datamax Office Systems Total				**$26.54**
309	Datamax STL Leasing	L306309023	IT Plotter Lease	08/05/2015	$254.56
310	Datamax STL Leasing Total				**$254.56**
311	Dave Schmidt Truck Svc	T78914-78915	EMS-Svc for 2013 Int'l, Unit 4335	07/07/2015	$2,645.70
312		T79000	EMS-2013 F450, Unit 4355	07/16/2015	$423.48
313		T79015	EMS-Svc on 2010 Expedition, Unit 4398	07/17/2015	$499.82
314		T79057	Strts-Svc on 2005 Int'l, Unit 41	07/22/2015	$556.59
315		T79091	EMS-Svc on 2013 F450, Unit 4355	07/27/2015	$1,634.15
316	Dave Schmidt Truck Svc Total				**$5,759.74**
317	Dutch Hollow Janitor	190846	EMS-Operating Supplies	07/28/2015	$377.86
318		191230	WWTP-Janitorial Supplies	08/06/2015	$132.20
319	Dutch Hollow Janitor Total				**$510.06**
320	Ebert, Matthew D	FY16-HS	FY2016 Healthy Spending Reimbursement	08/04/2015	$75.00
321	Ebert, Matthew D Total				**$75.00**
322	EJ Equipment Inc	70290	Strts-Parts for Sweeper	07/31/2015	$1,762.73
323	EJ Equipment Inc Total				**$1,762.73**
324	Emergency Communications Network	ECN-020550	PW,PD/EMS-CodeRED Svc (8/22/15-8/21/16)	07/31/2015	$9,150.00
325	Emergency Communications Network Total				**$9,150.00**
326	Emsar St Louis	2015-318	EMS-Power Cots	07/21/2015	$458.32
327	Emsar St Louis Total				**$458.32**
328	ERB Equipment/Mitchell	153978	Strts-Starter Motor, Freight, Core	07/10/2015	$354.99
329		154329	Strts-Air Filters, Filter Elements	07/29/2015	$181.38
330	ERB Equipment/Mitchell Total				**$536.37**
331	Erlinger, Stan	150727	CDD-Boarded Up Abandoned Structures	07/28/2015	$230.00
332	Erlinger, Stan Total				**$230.00**
333	Express Medical Care LLC	2632	FD-Firefighter Physical/Miller, Shawn	06/05/2015	$150.00
334	Express Medical Care LLC Total				**$150.00**
335	Falling Springs Quarry Co	322654	Swr-27" Interceptor Repair Hilltop	07/23/2015	$710.16
336		323063	Swr-27" Interceptor Repair Hilltop	07/30/2015	$760.90
337		323138	Swr-27" Interceptor Repair Hilltop	07/31/2015	$245.53
338	Falling Springs Quarry Co Total				**$1,716.59**
339	Fastenal Company	ILBEL69267	PW-Safety Supplies	07/30/2015	$17.18
340		ILBEL69442	PW-Safety Supplies	08/06/2015	$112.41
341		ILBEL69471	PW-Safety Supplies	08/07/2015	$95.37
342	Fastenal Company Total				**$224.96**
343	Four Seasons Dist	46960	Sportspark-Concession Foods	07/02/2015	$2,412.75
344		47138	Sportspark-Concession Foods	08/05/2015	$3,144.70

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345	**Four Seasons Dist Total**				**$5,557.45**
346	**FS Turf Solutions**	**19519**	Pks/Rec-96 Bags Field Marking Chalk 50 Lb	07/02/2015	$475.20
347		**19566**	Sportspark-80 Bags of Turface MVP 50 Lb	07/10/2015	$744.00
348	**FS Turf Solutions Total**				**$1,219.20**
349	**Funk, Dale M**	**15-179**	PD-Panhandling	07/24/2015	$112.50
350		**15-180**	Admin-Food and Beverage Tax	08/04/2015	$450.00
351		**August 2015**	Attorney Retainer Fee	08/07/2015	$2,250.00
352		**Traffic #15-119**	PD-Traffic/Misdemeanor Disposition	07/24/2015	$450.00
353	**Funk, Dale M Total**				**$3,262.50**
354	**Funk, Pam**	**Apr-Jul 15**	Mileage Reimb (4/9-7/22/15)	08/13/2015	$197.23
355	**Funk, Pam Total**				**$197.23**
356	**Gempler's**	**SI01792565**	Cemetery-Blade Balancer Grainger Version	07/29/2015	$4.55
357		**SI01806643**	Pks/Rec-Swivel Seal Kit	08/04/2015	$26.40
358	**Gempler's Total**				**$30.95**
359	**GeoTechnology Inc**	**100799**	Strts-Milburn School Rd, Phase 4 Improvements	08/03/2015	$471.60
360	**GeoTechnology Inc Total**				**$471.60**
361	**Gonzalez Office Products**	**SI000125983**	Upstairs-Labels, Chairmats	08/03/2015	$182.13
362		**SI00126575**	PD-Office Supplies	08/06/2015	$61.26
363		**SI00126576**	PD/EMS-Office Supplies	08/06/2015	$71.60
364		**SI00126771**	Wtr/Swr-2000 Plus Dater	08/07/2015	$74.99
365		**SI00127191**	CDD-Office Supplies	08/11/2015	$161.36
366	**Gonzalez Office Products Total**				**$551.34**
367	**Good Earth Planting**	**2578**	Admin-Plant Care	08/03/2015	$312.00
368	**Good Earth Planting Total**				**$312.00**
369	**Graham, Gary**	**080715**	MILEAGE REIMBURSEMENT	08/07/2015	$64.99
370	**Graham, Gary Total**				**$64.99**
371	**Grainger**	**9787383489**	Wtr-Rechargeable Lantern	07/10/2015	$338.40
372		**9798916780**	WWTP-Plastic Bottles	07/23/2015	$253.58
373	**Grainger Total**				**$591.98**
374	**Grand Rental Station**	**55786**	Strts-Walkbehind Saw	07/23/2015	$225.00
375	**Grand Rental Station Total**				**$225.00**
376	**Green Guard**	**5063354**	Admin-Medical Supplies	08/12/2015	$42.64
377	**Green Guard Total**				**$42.64**
378	**Green Machine Lawn & Landscaping, Th**	**081115-#21**	Strts-Brush Removal (1205 Taylor Rd)	08/11/2015	$990.00
379		**081115-#22**	Lawn Landscaping, Various Locations	08/11/2015	$4,450.00
380	**Green Machine Lawn & Landscaping, The Total**				**$5,440.00**
381	**Green, Rockie**	**0608-070715**	Reimb/Phone Charges	07/07/2015	$30.00
382	**Green, Rockie Total**				**$30.00**
383	**Guinn, Mary Jo**	**071015**	Pks/Rec-Garden Club Speaker	07/10/2015	$25.00
384	**Guinn, Mary Jo Total**				**$25.00**
385	**Guzman-Wood, Aaron**	**081215**	Reimb-75% Coaching License	08/12/2015	$168.75
386	**Guzman-Wood, Aaron Total**				**$168.75**
387	**Harper, Jim**	**295145**	Reimb/Bee Hive Supplies	05/29/2015	$485.13

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388	**Harper, Jim Total**				**$485.13**
389	**Hawkins Inc**	**3757466 RI**	Wtr-Azone 15, EPA Reg No 7870-5	07/23/2015	$3,011.06
390		**3761428 RI**	Wtr-Azone 15, EPA Reg No 7870-5	08/03/2015	$4,024.10
391	**Hawkins Inc Total**				**$7,035.16**
392	**HD Supply Waterworks Ltd**	**D872319**	Wtr-New Water Storage Bldg Fire Supplies	05/01/2015	$191.06
393		**E254925**	Swr-27" Interceptor Repair Hilltop Supplies	07/27/2015	$263.94
394		**E262034**	Swr-27" Interceptor Repair Hilltop Supplies	07/28/2015	$13.32
395		**E265401**	Swr-27" Interceptor Repair Hilltop Supplies	07/28/2015	$53.20
396		**E276875**	Swr-27" Interceptor Repair Hilltop Supplies	07/30/2015	$100.80
397	**HD Supply Waterworks Ltd Total**				**$622.32**
398	**Henry, Bill**	**Jul 2015**	July 2015 Mileage Reimb	08/05/2015	$150.65
399	**Henry, Bill Total**				**$150.65**
400	**Heros in Style**	**140359**	PD-Uniforms/Barton, Cory	07/20/2015	$117.93
401		**140459**	PD-Badge Shield Multi/Seal Ray/OPD	07/23/2015	$135.00
402		**140465**	EMS-Uniforms/Nash, G	07/23/2015	$535.37
403		**140568**	EMS-Uniforms/McClain, Tim	07/25/2015	$124.63
404		**140633**	PD-Name Tags/Hesselbacher, D	07/28/2015	$15.99
405		**140634**	PD-Name Tag/Adamson, M	07/28/2015	$15.99
406		**140667**	EMS-Uniforms/Hendricks, Steve	07/29/2015	$142.63
407		**140799**	PD-Handcuffs/Sosa, Benjamin	08/03/2015	$34.95
408	**Heros in Style Total**				**$1,122.49**
409	**HMG Engineers Inc**	**6547.1-105**	Swr-600 Block W Washington Swr Main Repl	08/04/2015	$645.00
410		**6781.2-101**	Swr-27" Interceptor Repair Hilltop	08/04/2015	$3,034.02
411	**HMG Engineers Inc Total**				**$3,679.02**
412	**Holley, Jim**	**4462753**	Reimb/Book Purchase	08/04/2015	$172.90
413	**Holley, Jim Total**				**$172.90**
414	**Home Depot, The**	**1010157**	Sportspark-Supplies	07/10/2015	$50.19
415		**2010049**	Strts-Posts, Post Driver	07/01/2015	$105.66
416		**3024095**	Pks/Rec-Supplies	06/30/2015	$143.37
417		**3411661**	Strts-Numbers for Tailgates & Plows	06/30/2015	$16.80
418		**4010984**	Sportspark-Airmover	07/09/2015	$196.15
419		**6010725**	Pks/Rec-Maint Supplies	07/07/2015	$97.25
420		**6012789**	Pks/Rec-Dehumidifier	07/27/2015	$160.55
421	**Home Depot, The Total**				**$769.97**
422	**Homefield Energy**	**96449415071**	Monthly Utilities	07/31/2015	$41,401.15
423	**Homefield Energy Total**				**$41,401.15**
424	**HSHS St Elizabeth's Hospital**	**2**	TIF Reimbursement	08/06/2015	$1,787,428.59
425	**HSHS St Elizabeth's Hospital Total**				**$1,787,428.59**
426	**Hughes Customat Inc**	**29136**	IT-Mat Service	06/16/2015	$16.16
427		**34060**	Strts,Wtr-Mat Service	07/28/2015	$44.61
428		**34061**	IT-Mat Service	07/28/2015	$16.16
429	**Hughes Customat Inc Total**				**$76.93**
430	**Hummert International**	**70368**	Pks/Rec-Fish Emulsion Conc	07/31/2015	$58.69

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431	Hummert International	70762	Pks/Rec-Dramm Metal Fan Nozzle	08/03/2015	$22.70
432	Hummert International Total				$81.39
433	I Scream U Scream	643395	Pool-Concessin Foods	07/28/2015	$300.00
434		643396	Pool-Concessin Foods	08/04/2015	$119.00
435		643459	Sportspark-Concession Foods	08/05/2015	$637.50
436	I Scream U Scream Total				$1,056.50
437	ICMA	081215	EconDev-Membership Renewal	08/12/2015	$175.00
438	ICMA Total				$175.00
439	IL Dept of Transportation	108459	MFT-Frontage & Venita Roads	06/01/2015	$360,274.46
440	IL Dept of Transportation Total				$360,274.46
441	Illinois Central School Bus	390-00673	Pks/Rec-Camp Bus Rental (A-Port,Lake,ULimits)	07/31/2015	$2,306.00
442	Illinois Central School Bus Total				$2,306.00
443	Illinois FC Tournaments	081015	Pks/Rec-Rust Tourney Fee, U14B	08/10/2015	$600.00
444	Illinois FC Tournaments Total				$600.00
445	Int'l Assn of Fire Chiefs	62419	FD-Dues	08/11/2015	$259.00
446	Int'l Assn of Fire Chiefs Total				$259.00
447	Int'l Public Mgmt Assn for HR	10106-W4N1J9	PD-Assessment Ctr Package for Sgt, Basket Exercise, Sgt Tech/Op	07/31/2015	$3,500.00
448	Int'l Public Mgmt Assn for HR Total				$3,500.00
449	Jack Schmitt Premium Carwash	CW7112015	PD-Car Wash	07/11/2015	$8.09
450		CW7142015	Eng, PD, Strts-Car Washes	07/14/2015	$80.96
451		CW7172015	PD-Car Wash	07/17/2015	$11.69
452		CW7202015	PD-Car Wash	07/20/2015	$8.09
453		CW7212015	PD,FD-Car Washes	07/21/2015	$26.08
454		CW7272015	PD-Car Wash	07/27/2015	$8.09
455		CW7292015	FD-Car Wash	07/29/2015	$11.69
456		CW7302015	FD,PD-Car Washes	07/30/2015	$16.18
457		CW7312015	PD-Car Wash	07/31/2015	$8.09
458		CW762015	FD-Car Wash	07/06/2015	$8.09
459	Jack Schmitt Premium Carwash Total				$187.05
460	John Deere Company	72775802	Sportspark-Falcon Irrigation Parts	07/29/2015	$733.00
461	John Deere Company Total				$733.00
462	Johnson, Michelle L	5681-Bal	Pks/Rec-Zumba/Summer 2015	08/10/2015	$218.40
463	Johnson, Michelle L Total				$218.40
464	Karras, Robert	FY16-HS	FY2016 Healthy Spending Reimbursement	08/04/2015	$65.00
465	Karras, Robert Total				$65.00
466	Kienstra Precast LLC	2015-1979	Swr-27" Interceptor Repair Hilltop Supplies	07/16/2015	$5,014.00
467		2015-2033	Swr-27" Interceptor Repair Hilltop Supplies	07/22/2015	$2,848.00
468		2015-2035	Swr-27" Interceptor Repair Hilltop Supplies	07/23/2015	$2,848.00
469		2015-2109	Swr-27" Interceptor Repair Hilltop Supplies	07/28/2015	$75.00
470		2015-2138	Swr-27" Interceptor Repair Hilltop Supplies	07/30/2015	$177.00
471	Kienstra Precast LLC Total				$10,962.00
472	Kleins Brand Source	217765	CityHall-Breakroom Frig Ice Maker Repairs	07/25/2015	$40.00
473	Kleins Brand Source Total				$40.00

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474	Kuhlmann Design Group Inc	60605	MFT-Ashland Ave Extension	06/03/2015	$1,908.25
475	Kuhlmann Design Group Inc Total				**$1,908.25**
476	L W Contractors Inc	13833	PropS-Juniper Culvert Repair	07/31/2015	$8,516.10
477		13835	Swr-27" Interceptor Repair Hilltop Supplies	07/31/2015	$55,179.00
478	L W Contractors Inc Total				**$63,695.10**
479	Lickenbrock & Sons Inc	86318	WWTP-Acetylene, Cylinder	07/29/2015	$214.35
480	Lickenbrock & Sons Inc Total				**$214.35**
481	Lochmueller Group Inc	13	MFT-Venita Drive North	05/29/2015	$1,003.97
482		902211	MFT-Simmons/Fairwood Hills/Milburn	05/26/2015	$6,887.75
483		902290	MFT-Milburn School Rd, Phase 3 & 4	05/31/2015	$9,134.00
484		902291	MFT-W Highway 50 Turn Lane	05/31/2015	$5,034.00
485	Lochmueller Group Inc Total				**$22,059.72**
486	Lowenbaum Partnership LLC	76831	Strts-Personel Issue	07/31/2015	$1,090.00
487	Lowenbaum Partnership LLC Total				**$1,090.00**
488	Luby Equipment Services	V08323	Wtr-Booster Pump Station Svc	07/31/2015	$1,388.87
489		V08434	Wtr-Kyle Rd Tower Generator	07/29/2015	$200.00
490		V08435	Wtr-Pausch Rd Tower Generator	07/29/2015	$200.00
491		V08436	Fac-318 W Second St Generator	07/29/2015	$200.00
492		V08451	Fac-318 W Second St Generator	07/29/2015	$71.42
493	Luby Equipment Services Total				**$2,060.29**
494	MAC Electric Inc	3634	Strts-Svc to Disconnect Control Box for Street Lights	07/21/2015	$373.70
495		3638	Pks/Rec-Camp/Rec Office Emergency Svc Call	08/04/2015	$225.00
496	MAC Electric Inc Total				**$598.70**
497	Market Basket of O'Fallon LLC	134108	Pks/Rec-Edging, Limestone Grade, Delivery	08/07/2015	$1,113.97
498	Market Basket of O'Fallon LLC Total				**$1,113.97**
499	Marketing by Melissa	5	Pks/Rec-Designed & Created Website	08/11/2015	$3,442.38
500	Marketing by Melissa Total				**$3,442.38**
501	MBR Management Corp	46988	Pks/Rec-Camp Pizza	07/31/2015	$225.00
502		47100	Pks/Rec-Camp Pizza	08/07/2015	$220.00
503		47102	Pks/Rec-Outdoor Pursuits Pizza	07/29/2015	$40.00
504	MBR Management Corp Total				**$485.00**
505	McKinnie, Michelle Lesley	081215	Pks/Rec-Camp Bus Driver	08/12/2015	$85.00
506	McKinnie, Michelle Lesley Total				**$85.00**
507	Mediclaims Inc	15-17362	PD-Percentage of Receipts	06/30/2015	$8,500.09
508	Mediclaims Inc Total				**$8,500.09**
509	Menard Inc	78870	Wtr-Cup Dispenser, Spring Nut, Eyebolt	08/03/2015	$13.73
510		79221	Strts-18oz Striping White	08/07/2015	$39.96
511	Menard Inc Total				**$53.69**
512	Metro East Legacy	080415	Pks/Rec-Hoelscher Tourney Fee, U10B	08/04/2015	$565.00
513	Metro East Legacy Total				**$565.00**
514	Midwest Municipal Supply	140452	Wtr-New Water Storage Bldg Fire Supplies	04/08/2015	$9,569.09
515		141611	Wtr-New Water Storage Bldg Fire Supplies	07/29/2015	$2,661.19
516		141728	Wtr-New Water Storage Bldg Fire	06/03/2015	$651.43

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517	Midwest Municipal Supply	142799	Wtr-Brass Coupling, Quick Cplg	07/24/2015	$61.24
518		142970	Swr-27" Interceptor Repair Hilltop Supplies	07/30/2015	$45,240.00
519		143046	Wtr-Repair Clamp, Gate Valve, Anchoring Cplg, Gasket	08/04/2015	$1,107.35
520		143151	Wtr-Tapping Sleeve, Gate Valve, Folts & Nuts, Anchoring Cplg, Et	08/07/2015	$3,324.33
521		143152	Wtr-ERT's Supplies	08/07/2015	$16,624.00
522	Midwest Municipal Supply Total				**$79,238.63**
523	Midwest Pool & Court Co	59963	Pool-Pool Logic 3" Tabs 50#	07/28/2015	$1,007.60
524		60016	Pool-3" Blue Tabs 55lb, Cyanuric Acid, Muriatic Acid	07/31/2015	$2,750.00
525	Midwest Pool & Court Co Total				**$3,757.60**
526	Mike's Pool & Spa Service Inc	6862	Pool-Lube	08/05/2015	$23.98
527	Mike's Pool & Spa Service Inc Total				**$23.98**
528	Millennia Professional Services of IL Ltd	ME14086.00-4A	PropS-Eagle Dr Detention	05/29/2015	$5,052.00
529		ME14086.00-6	PropS-Eagle Dr Detention	07/29/2015	$3,534.00
530	Millennia Professional Services of IL Ltd Total				**$8,586.00**
531	Motor, Pump & Services	1752	WWTP-Coupling Insert, Freight	07/29/2015	$1,676.27
532		1754	WWTP-Repair Brgs & Check	07/29/2015	$1,143.00
533	Motor, Pump & Services Total				**$2,819.27**
534	MTI Distributing Inc	1027253-01	Pks/Rec-Push Mower Parts	07/28/2015	$37.42
535		1028171-00	Sportspark-Mount, Belts	07/30/2015	$262.06
536	MTI Distributing Inc Total				**$299.48**
537	MVI Inc	P-40540-0	Wtr/Swr-SCADA Services	07/27/2015	$2,600.00
538		P-40641-0	Wtr/Swr-SCADA Services	07/31/2015	$2,600.00
539	MVI Inc Total				**$5,200.00**
540	News Democrat	072115	Admin-Subscription Renewal (8268519)	07/21/2015	$84.50
541	News Democrat Total				**$84.50**
542	Oates Assoc Consulting Eng	26796	MFT-East Wesley Const Svcs	06/03/2015	$4,820.45
543	Oates Assoc Consulting Eng Total				**$4,820.45**
544	O'Fallon Chamber of Commerce	2015 Golf	Admin-Silver Hole Sponsor	08/11/2015	$150.00
545	O'Fallon Chamber of Commerce Total				**$150.00**
546	O'Fallon Winnelson Co	184748 00	Pool-Repair Kits for Pool Restrooms	05/27/2015	$155.40
547		186554 00	Swr-27" Interceptor Repair Hilltop Supplies	07/24/2015	$26.39
548	O'Fallon Winnelson Co Total				**$181.79**
549	O'Reilly Auto Parts	1151-114662	Strts-Socket Set, Breaker Bar	07/24/2015	$51.98
550		1151-115404	PD-Wiper Blades	07/28/2015	$39.88
551		1151-116438	Strts-Car Wash, Protectant, Paste Wax	08/03/2015	$28.96
552	O'Reilly Auto Parts Total				**$120.82**
553	Paragon Micro Inc	623819	IT-Wireless Keyboard and Mouse	07/24/2015	$81.99
554	Paragon Micro Inc Total				**$81.99**
555	Paving Maintenance Supply Inc	I0174216	Strts-Sealant	07/22/2015	$2,680.00
556		I0174399	Strts-Detack	07/23/2015	$95.00
557	Paving Maintenance Supply Inc Total				**$2,775.00**
558	Pepsi Cola Inc	29156306	Sportspark-Concession Drinks	08/11/2015	$3,108.46
559		83648757	Pool-Concession Drinks	06/10/2015	$807.32

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560	**Pepsi Cola Inc Total**				**$3,915.78**
561	**Petty Cash**	**080415-Andrews**	PD-Repl Booking Phone/Andrews, Kerry	08/04/2015	$40.00
562		**467277**	CityHall-SWICMA Luncheon	07/13/2015	$10.00
563		**467278**	CityHall-Regional Planning Directors Breakfast	07/14/2015	$9.85
564		**467279**	Swr-Work Comp Prescriptions/Berkel, Tim	07/15/2015	$21.00
565		**467280**	Wtr-Recorder of Deeds/Grau, Amie	07/22/2015	$29.25
566		**467281**	CityHall-Work Comp Prescriptions/Drankhahn, Terry	08/03/2015	$14.00
567		**467282**	CityHall-July 2015 Mileage/Fair, Maryanne	08/03/2015	$24.73
568		**467283**	CityHall-SWICMA Mtg X 3/Funk, Pam	08/07/2015	$30.00
569		**467285**	CityHall-SWICMA Luncheon/Denton, Walter	08/07/2015	$10.00
570	**Petty Cash Total**				**$188.83**
571	**Pioneer Manufacturing Co Inc**	**INV561136**	Pks/Rec,Sportspark-Field Foul Lines Paint	07/23/2015	$477.12
572		**INV563793**	Pks/Rec,Sportspark-Brite Stipe White 5 Gl, Shipping	08/06/2015	$602.62
573	**Pioneer Manufacturing Co Inc Total**				**$1,079.74**
574	**Pitney Bowes Inc**	**412896**	Serial #2001216	08/01/2015	$193.80
575		**412897**	Serial #2201170	08/01/2015	$5,039.65
576		**412901**	Serial # 1086	08/01/2015	$3,627.80
577		**412902**	Acct 1607-1843-86-2 Annual Maint (9/1/15-8/31/16)	08/01/2015	$625.60
578	**Pitney Bowes Inc Total**				**$9,486.85**
579	**Pitney Bowes Purchase Power**	**080615**	Upstairs-Postage	08/06/2015	$1,000.00
580		**080615A**	Wtr/Swr-A/D Bill Mailing	08/06/2015	$2,082.52
581		**080615B**	Wtr/Swr-A/D Bill Mailing	08/06/2015	$1,164.89
582		**081215**	Wtr/Swr-Bill Mailing	08/12/2015	$607.77
583		**081315**	Wtr/Swr-Permit Activity Fee	08/13/2015	$64.44
584	**Pitney Bowes Purchase Power Total**				**$4,919.62**
585	**Porter Paints**	**941703047572**	Strts-Crosswalk Paint	07/29/2015	$488.97
586		**941703047739**	Strts-Crosswalk Paint	08/03/2015	$661.70
587	**Porter Paints Total**				**$1,150.67**
588	**Post Pack & Ship**	**OFDAUG2015**	FD-Shipping	08/03/2015	$15.09
589	**Post Pack & Ship Total**				**$15.09**
590	**Prestige Commercial Services Inc**	**2731**	CityHall-August 2015 Cleaning	08/03/2015	$5,340.00
591		**2732**	Fac-August 2015 Cleaning	08/03/2015	$310.00
592		**2733**	Depot-August 2015 Cleaning	08/03/2015	$301.00
593		**2734**	FD-Aug 2015 Cleaning	08/03/2015	$150.00
594		**2735**	PD/EMS-Aug 2015 Cleaning	08/03/2015	$4,090.00
595		**2736**	Strts,Wtr-Aug 2015 Cleaning	08/03/2015	$580.00
596		**2737**	IT-Aug 2015 Cleaning	08/03/2015	$445.00
597		**2738**	WWTP-Aug 2015 Cleaning	08/03/2015	$160.00
598		**2739**	KCCC,RSNP-Aug 2015 Cleaning, SetUp/TakeDown 13 Tables/240 Chairs	08/03/2015	$1,690.00
599		**2740**	Swr-Aug 2015 Cleaning	08/03/2015	$305.00
600	**Prestige Commercial Services Inc Total**				**$13,371.00**
601	**Public Safety Specialist's Group Inc**	**4236**	EMS,PD-Psychological Eval/Foster	08/01/2015	$450.00
602	**Public Safety Specialist's Group Inc Total**				**$450.00**

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603	Rejis Commission	INV0042723	IT-June 2015 Services	06/30/2015	$15,966.00
604	**Rejis Commission Total**				**$15,966.00**
605	Rhutasel and Associates	061515-#2	MFT-Hinchcliffe, Schaefer, Kampmeyer Sidewalk	06/15/2015	$4,491.37
606		061515-#4	MFT-Illini Bike Trail to Frank Scott Pkway Pedestrian Imprvmnts	06/15/2015	$5,363.51
607		070815-#14	MFT-Milburn School Rd Sidwalks & Pedestrian Bridge	07/08/2015	$357.85
608		070815-#21	MFT-Milburn Sch Rd-Old Collinsville Rd Roundabout	07/08/2015	$272.78
609		071315-#3	MFT-Marie Schaeffer, EK & Hinchcliffe Sidewalk	07/13/2015	$757.24
610		11765	MFT-Venita Overpass	06/15/2015	$21,583.75
611		11811	MFT-Milburn School Rd, Phase 3 & 4	06/18/2015	$8,849.00
612		11826	MFT-Venita Overpass	07/08/2015	$21,309.00
613	**Rhutasel and Associates Total**				**$62,984.50**
614	Right Green Outdoor Svcs LLC	3543	CCC-Mow, Trim, Blow @ 110 E Adams	07/16/2015	$40.00
615		3544	CDD-Mow, Trim, Blow @ 206 E Washington	07/16/2015	$30.00
616		3545	CDD-Mow, Trim, Blow @ 507 E Washington	07/16/2015	$30.00
617		3546	CCC-Mow, Trim, Blow @ 710 St Nicholas	07/16/2015	$35.00
618		3547	CCC-Mow, Trim, Blow @ 115 W 4th	07/16/2015	$35.00
619		3548	CCC-Mow, Trim, Blow @ 116 W 4th	07/16/2015	$40.00
620		3549	CCC-Mow, Trim, Blow @ 115 Elm	07/16/2015	$60.00
621		3550	CCC-Mow, Trim, Blow @ 753 Forest Green	07/15/2015	$40.00
622		3551	CCC-Mow, Trim, Blow @ 125 Booster	07/16/2015	$40.00
623		3552	CCC-Mow, Trim, Blow @ 126 Booster	07/16/2015	$60.00
624		3556	CCC-Mow, Trim, Blow @ 112 Booster	07/21/2015	$40.00
625		3557	CCC-Mow, Trim, Blow @ 160 St Ellen Mine	07/21/2015	$30.00
626		3572	CCC-Mow, Trim, Blow @ 1913 Crestview	07/31/2015	$35.00
627		3573	CCC-Mow, Trim, Blow @ 126 Douglas	07/31/2015	$30.00
628		3574	CCC-Mow, Trim, Blow @ 126 Douglas	07/31/2015	$30.00
629		3575	CCC-Mow, Trim, Blow @ 126 Douglas	07/31/2015	$30.00
630		3576	CCC-Mow, Trim, Blow @ 525 Jeffery Pine	07/31/2015	$45.00
631		3577	CCC-Mow, Trim, Blow @ 116 W 4th	07/31/2015	$40.00
632	**Right Green Outdoor Svcs LLC Total**				**$690.00**
633	Ronnoco Coffee LLC	755196508	IT-Coffee	07/17/2015	$47.90
634	**Ronnoco Coffee LLC Total**				**$47.90**
635	Rooter's American Maint Inc	5410	Wtr-Public Works Compount Sealing and Striping	07/28/2015	$2,900.00
636	**Rooter's American Maint Inc Total**				**$2,900.00**
637	Scotts Pwr Equip Co of IL Inc	81344	Pks/Rec-Med Spl Vortex	07/31/2015	$71.10
638	**Scotts Pwr Equip Co of IL Inc Total**				**$71.10**
639	Sherbut-Carson-Claxton LLC	8719	PropS-Lawn Ave Mine Subsidence	08/01/2015	$1,440.00
640		8730	Swr-Highway 50 Mine Subsidence	08/01/2015	$2,560.00
641	**Sherbut-Carson-Claxton LLC Total**				**$4,000.00**
642	Sherwin Williams	9977	Strts-Paint, Trim Brush	07/28/2015	$418.38
643	**Sherwin Williams Total**				**$418.38**
644	Shred-It	062759976	PD/EMS-Professional Shredding	07/23/2015	$88.00
645	**Shred-It Total**				**$88.00**

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646	Shur Clean Carpet Care	July 2015	CH,DEP,KCCC,FD-Mat Rental	08/10/2015	$204.00
647	**Shur Clean Carpet Care Total**				**$204.00**
648	Sitzes, Carolyn	062215	Reimb/Supplies for Garden Club	06/22/2015	$155.50
649	**Sitzes, Carolyn Total**				**$155.50**
650	Six Flags St Louis LLC	081815	Payment for Tickets	08/18/2015	$9,669.84
651	**Six Flags St Louis LLC Total**				**$9,669.84**
652	SLYSA	8755	Pks/Rec-Forfeit Fee From Spring 2015	06/18/2015	$170.00
653		8841	Pks/Rec-Hoover League Fee, U9B	08/01/2015	$1,492.00
654		8850	Pks/Rec-Delucio League Fee, U9B	08/01/2015	$1,492.00
655		8906	Pks/Rec-U10 League Fee	08/01/2015	$1,389.00
656		8954	Pks/Rec-Kulp League Fee, U11B	08/01/2015	$1,615.00
657		8966	Pks/Rec-Guzman League Fee, U11B	08/01/2015	$1,615.00
658		8980	Pks/Rec-Wilkerson League Fee U12B	08/01/2015	$1,682.00
659		9021	Pks/Rec-Kastin League Fee, U12B	08/01/2015	$1,995.00
660		9087	Pks/Rec-Marcelletti League Fee, U13B	08/01/2015	$2,055.00
661		9127	Pks/Rec-Rust League Fee, U14B	08/01/2015	$2,034.00
662		9184	Pks/Rec-Nieroda League Fee, U9G	08/01/2015	$1,389.00
663		9211	Pks/Rec-Niroda League Fee, U10G	08/01/2015	$1,528.00
664		9289	Pks/Rec-Hamm League Fee, U11G	08/01/2015	$1,510.00
665		9298	Pks/Rec-Ferrembach League Fee,U11G	08/01/2015	$1,405.00
666		9371	Pks/Rec-Rust 12G League Fee	08/01/2015	$1,709.00
667		9403	Pks/Rec-Niroda League Fee, U13G	08/01/2015	$1,736.00
668		9582	Pks/Rec-High School League Fee	08/01/2015	$1,635.00
669	**SLYSA Total**				**$26,451.00**
670	Southern Illinois Soccer League	5122	Pks/Rec-Engel U9G and U10G League Fee	07/28/2015	$2,268.00
671	**Southern Illinois Soccer League Total**				**$2,268.00**
672	Southwestern Illinois College	STU1332690	EMS-Critical Care Class/Holley, Jim	07/26/2015	$340.00
673	**Southwestern Illinois College Total**				**$340.00**
674	Southwestern Illinois Municipal Clerks A	080315	Admin-Membership Dues/Maryanne & Phil	08/03/2015	$30.00
675	**Southwestern Illinois Municipal Clerks Assn Total**				**$30.00**
676	Speed of Life Photography	080315	EconDev-Alderman Headshot	08/03/2015	$125.00
677	**Speed of Life Photography Total**				**$125.00**
678	St Clair Service Co	8942	Pks/Rec,Sportspark,Cemetery-Fuel 199 Gal @ 2.40	07/07/2015	$1,146.15
679		8943	Cemetery- Diesel 107 Gals @ 2.13 per gal.	07/07/2015	$227.91
680		9041	Pks/Rec-Diesel, 145 Gals @ 2.45 per gal	07/17/2015	$722.80
681		9139	Pks/Rec,Sportspark,Cemetery-Fuel 115 Gal @ 2.23	07/27/2015	$282.12
682		9140	Pks/Rec,Sportspark-Diesel, 264 Gals @ 1.99 Per Gal	07/27/2015	$525.36
683		9230	PD/EMS-Diesel Fuel	08/03/2015	$241.25
684	**St Clair Service Co Total**				**$3,145.59**
685	State Industrial Products Corp	97404701	WWTP-Drain Maint Program	08/03/2015	$469.00
686		97404703	WWTP-Program Supplies	08/03/2015	$400.00
687	**State Industrial Products Corp Total**				**$869.00**
688	Strano Property Management	072415	CDD-CRime Free Rental Housing Refund	07/24/2015	$45.00

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689	**Strano Property Management Total**				**$45.00**
690	**Sudholt Sheet Metal Inc**	**27296**	WWTP-Galvanized Iron, Pipe, Exhaust Fan	08/03/2015	$3,718.38
691	**Sudholt Sheet Metal Inc Total**				**$3,718.38**
692	**Sullivan, Dennis**	**080415**	Reimb/APWA Meetings	08/04/2015	$30.00
693	**Sullivan, Dennis Total**				**$30.00**
694	**Suydam, Curt**	**FY15-HS**	FY2015 Healthy Spending Reimbursement	07/31/2015	$75.00
695		**FY16-HS**	FY2016 Healthy Spending Reimbursement	08/04/2015	$75.00
696	**Suydam, Curt Total**				**$150.00**
697	**SW Electric Cooperative Inc**	**080615**	Strts-Witte Farms Utilities	08/06/2015	$389.64
698	**SW Electric Cooperative Inc Total**				**$389.64**
699	**Swank Motion Pictures Inc**	**RG 2076976**	Pks/Rec-Movie for Movie Night (101 Dalmations, Field of Dreams)	07/29/2015	$527.00
700	**Swank Motion Pictures Inc Total**				**$527.00**
701	**Taylor Roofing**	**907271**	PD/EMS-Repaired Legs on Privacy Fence and Antenna's	07/22/2015	$3,000.00
702	**Taylor Roofing Total**				**$3,000.00**
703	**Teklab Inc**	**176241**	WWTP-Pet Dairy Weekly	07/31/2015	$613.23
704		**176325**	WWTP-NPDES Discharge Zinc	07/31/2015	$1,584.00
705		**176488**	WWTP-Prairie Farms BOD/TSS	08/06/2015	$2,387.00
706		**176560**	WWTP-Pet Dairy Weekly	08/10/2015	$613.23
707	**Teklab Inc Total**				**$5,197.46**
708	**Telvent DTN LLC**	**4629735**	PD/EMS,FD-Weather Support	07/02/2015	$1,200.00
709	**Telvent DTN LLC Total**				**$1,200.00**
710	**Tempest Technology**	**173642-IN**	FD-Part for fan on Unit 4321	07/28/2015	$26.98
711	**Tempest Technology Total**				**$26.98**
712	**Terminix**	**347210844**	FD-Pest Control/528 W Hwy 50	07/02/2015	$45.00
713		**347210845**	FD-Pest Control/106 E Washington St	07/02/2015	$42.00
714		**347224027**	FD,EMS-Pest Control/102 Oak St	07/16/2015	$38.00
715	**Terminix Total**				**$125.00**
716	**Thomas Scientific Inc**	**761330**	WWTP-Lab Supplies	07/17/2015	$2,451.05
717		**765558**	WWTP-Lab Supplies	07/27/2015	$85.71
718	**Thomas Scientific Inc Total**				**$2,536.76**
719	**Thomson West**	**832272214**	WEST INFORMATION CHARGES	07/31/2015	$282.05
720	**Thomson West Total**				**$282.05**
721	**Thouvenot, Wade & Moerchen Inc**	**53357**	MFT-Seven Hills Rd Sidewalk	05/31/2015	$1,442.97
722		**53360**	MFT-Porter Rd Construction Plans	05/31/2015	$872.00
723		**53671**	St Elizabeth Utility Support	07/31/2015	$2,797.90
724		**53760**	Swr-Indian Springs LS Repl	07/31/2015	$1,173.50
725	**Thouvenot, Wade & Moerchen Inc Total**				**$6,286.37**
726	**Town Hall Sports Inc**	**16448**	Pks/Rec-Archery for LPS	07/30/2015	$135.00
727	**Town Hall Sports Inc Total**				**$135.00**
728	**Transact Technologies Inc**	**1240635**	Wtr/Swr-Adding Maching Paper	07/30/2015	$30.01
729	**Transact Technologies Inc Total**				**$30.01**
730	**Triad Investment LLC**	**071515**	CDD-Occupancy Permit Refund (634 Carol Ann Dr)	07/15/2015	$50.00
731	**Triad Investment LLC Total**				**$50.00**

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732	TrueLine Communications	10632	PD-Maxrad Antenna Coax and Mount	07/24/2015	$13,734.50
733	TrueLine Communications Total				$13,734.50
734	Uline Inc	69097215	WWTP-Security Gate, Tie Down, Track Rail, MLB Blanket	07/16/2015	$777.72
735		69365039	Pks,Sportspark,Cemetery-Brute Trash Cans, Liners, Cabinet	07/28/2015	$1,127.37
736	Uline Inc Total				$1,905.09
737	Underwood, Jeremy	081215	Reimb/Coaching License, 75%	08/12/2015	$168.75
738	Underwood, Jeremy Total				$168.75
739	United Rentals (North America)	129319742-001	Swr-27" Interceptor Repair Hilltop Supplies	07/14/2015	$2,283.32
740	United Rentals (North America) Total				$2,283.32
741	USA Blue Book	695871	WWTP-Lab Supplies	07/14/2015	$550.80
742		700957	WWTP-Lab Supplies	07/20/2015	$211.79
743		701050	Wtr-Lab Supplies	07/20/2015	$54.09
744		708233	Wtr-Lab Supplies	07/28/2015	$232.00
745		708338	WWTP,Wtr-Lab Supplies	07/28/2015	$801.24
746		712232	Wtr-Lab Supplies	07/31/2015	$694.62
747	USA Blue Book Total				$2,544.54
748	Vandale, Jennifer	0426-052515	Reimb/Phone Charges	05/29/2015	$30.00
749		0526-062515	Reimb/Phone Charges	06/29/2015	$30.00
750		0626-072515	Reimb/Phone Charges	07/29/2015	$30.00
751	Vandale, Jennifer Total				$90.00
752	Vandevanter Engineering	5340759	Swr-Indian Springs LS Repl	04/30/2015	$1,542.00
753		5342523	Swr-Indian Springs LS Repl	05/11/2015	$215.00
754		5342960	Swr-Indian Springs LS Repl	05/19/2015	$1,210.00
755	Vandevanter Engineering Total				$2,967.00
756	Village of Shiloh	0618-072015	FD-Utilities/102 N Oak St	07/21/2015	$497.24
757		0619-072015	FD-Utilities/102 N Oak St	07/23/2015	$420.46
758	Village of Shiloh Total				$917.70
759	Warning Lites of Southern Illinois LLC	3055	Strts-Spacer for Cherry Mate	07/28/2015	$48.00
760	Warning Lites of Southern Illinois LLC Total				$48.00
761	Weil-Lombardo Trailers Inc	6491	EMS-Tie Down D Ring Assembly, Dual Wheel Mud Flap	07/31/2015	$57.30
762	Weil-Lombardo Trailers Inc Total				$57.30
763	Window Coverings & More	791	CityHall-Repaired Blinds	08/07/2015	$175.00
764	Window Coverings & More Total				$175.00
765	Wireless USA	235250	PD/EMS-August 2015 Service Contract	07/23/2015	$1,328.00
766		4010678	Storm Sirens	07/27/2015	$7,305.00
767	Wireless USA Total				$8,633.00
768	Woody's Municipal Supply Co	45403	Strts-Seals, Shipping	07/23/2015	$405.34
769		45404	Strts-Carriage for Sweeper Truck	07/23/2015	$797.60
770		45405	Strts-Mesh Screen, Bearing, Curtains, Tire, Shop Spplies, Etc	07/23/2015	$2,871.60
771	Woody's Municipal Supply Co Total				$4,074.54
772	Wright Express	41711027	Monthly Fuel Charges	07/31/2015	$29,163.76
773	Wright Express Total				$29,163.76
774	Grand Total				$2,927,680.48