CITY OF O'FALLON

GARY L. GRAHAM		ALDERMAN			
Mayor		Gene McCoskey	Ward 1	Matt Smallheer	Ward 4
		Richie Meile	Ward 1	Courtney Marsh	Ward 5
PHILIP A. GOODWIN	DAVID H. HURSEY	Jerry Albrecht	Ward 2	Christopher Hursey	Ward 5
City Clerk	City Treasurer	Robert Kueker	Ward 2	Ray Holden	Ward 6
		Kevin Hagarty	Ward 3	Ned Drolet	Ward 6
Walter Denton		Matthew Gilreath	Ward 3	David Cozad	Ward 7
City Administrator		Herb Roach	Ward 4	Harlan Gerrish	Ward 7

CITY COUNCIL MEETING A G E N D A

Tuesday, January 17, 2017 7:00 P.M. – Council Chambers

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES December 19, 2016
- V. PUBLIC HEARING None scheduled
- VI. REPORTS
 - A. Public Comments This portion of the City Council meeting is reserved for any member of the Public wishing to address Council. The Illinois Open Meetings Act (5 ILCS 120/1) mandates NO action shall be taken on matters not listed on this agenda, but Council may direct staff to address the topic or refer the matter to a committee. Please provide City Clerk with your name; speak into microphone; limit presentation to five minutes; and avoid repetitious comments. Thank you.
 - B. Clerk's Report End of Calendar 2016 Report
 - Request from the City of O'Fallon Kixx Soccer Club to sell alcohol at the Katy Cavins Community Center on January 28, 2017 for the trivia event
 - 2. Request from the City of O'Fallon Garden Club to sell alcohol at the Katy Cavins Community Center on February 4, 2017 for the trivia event
 - C. Mayor's Report
- VII. RESOLUTIONS -

ITEM 1 – Resolution authorizing the Mayor to execute an Agreement with Clearwave Communications for use of City Right-of-Way

VIII. ORDINANCES

A. 1st reading –

ITEM 2 – Ordinance of the City of O'Fallon, St. Clair County, Illinois, providing for the issuance of General Obligation Bonds, Series 2017, providing the details of such bonds and for a levy of taxes to pay the principal of and interest on such bonds, and related matters

ITEM 3 – Ord. amending the Comprehensive Plan Future Land Use Map

ITEM 4 – Ord. amending Ord. 623, Zoning, development known as Highway 50 and Lawn Avenue consisting of approximately 6.44 acres

ITEM 5 – Ord. approving the Final Plat of Lincoln Park Villas

B. 2ND Reading

ITEM 6 – Ord. rescinding Ordinance 3924, Towing Companies
ITEM 7 – Ord. amending Ordinance 623, Development known as Flying Aces to be located at 829 Siebert Road

IX. STANDING COMMITTEES

- 1. Community Development *Minutes attached*
- 2. Public Works
- 3. Public Safety
- 4. Parks/Environment
- 5. Finance and Administration *Minutes attached*
 - a) Motion to approve Warrant #365 in the amount of \$2,299,817.04
- X. EXECUTIVE SESSION Occasionally, the Council may go into closed session in order to discuss such items covered under 5 ILCS 120/2 (b) which are as follows: Legal Matters; Purchase, Lease or Sale of Real Estate; Setting of a price for sale or lease of property owned by the public body; Employment/appointment matters; Business matters or Security/criminal matters and may possibly vote on such items after coming out of closed session.

XI. ACTION TAKEN ON EXECUTIVE SESSION ITEMS

XII. ADJOURNMENT

O'FALLON CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING Draft December 19, 2016

The regular meeting was called to order at 7:00 p.m. by Mayor Graham who asked Boy Scout Troop 35 to lead the Council in reciting "The Pledge of Allegiance."

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

APPROVAL OF MINUTES: Mayor Graham asked for approval of the minutes of December 5, 2016. Motion was made by D. Cozad and seconded by J. Albrecht to approve the minutes. All ayes. Motion carried.

PUBLIC HEARING – None scheduled.

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

Kent Strang came forward to ask the Council not to support the 4.93% tax levy increase. He stated that 87% of the voters approved the referendum stating they want any tax increases to come to the voter for approval. He added that Illinois has the highest tax rates in the nation. He asked the Council to seek alternatives to raising taxes.

Mary Gray came forward to state her opposition to the increase, as well. She went door-to-door and made phone calls to get signatures on the petition to get the referendum on the ballot. She added that this should not be decided in a backroom. John Gray added that he also wants tax increases to be on the ballot.

Jim Rubush came forward to state tax hikes should be on the ballot. He added that the veteran's relief is based on the assessed value of his home.

Michael Burns said he also was against raising taxes. He added he did not think the library needed to have the parking lot redone.

Dennis Grimmer, Library Board President, came forward and said they collected \$1,006,909 in taxes, which was 90% of their budget. They have worked hard to keep the expenses down. They have five full time employees and nineteen part-time employees. They have cut staffing hours, cut back on vacation and sick time, and eliminated paid lunch time. They want to have a fully trained, effective staff. This investment will help fund the IMRF and Social Security funds. They will also use it for

personnel, maintenance, and training. The levy will generate \$1,188,500 in the next fiscal year. This will pay for the IMRF and Social Security that the City pays for now. It will also pay for the maintenance, personnel and replacement of the HVAC. He asked for Council approval.

Jo Ann Fischer asked the city to respect the citizens by being ethically and financially responsible. She said last year the city raised the levy 3.3%. If the city raises the levy to 5%, it goes before a public hearing. She said the city is asking for 4.9% raise this year. She asked when and where we will stop the spending; she asked why the Council did not designate a portion of the hotel/motel tax toward the areas needing additional funding, and if the city is going to increase the spending, why do they not use the tax for roads, streets, and infrastructure?

Terry Lysakowski came forward to ask what fund Item 1 will come from. W. Denton responded to the Mayor that the money will initially come from the Strategic Plan Fund. Terry Lysakowski replied that the Mayor had said earlier that the money would only come out of the hotel/ motel tax money. He also spoke about Proposition S and asked when the work would be done on curb and gutter. He read a list of roads that need work.

Mayor Graham said we have spent more than one million dollars in Terry's neighborhood alone this year. The resident pays 11% for the portion of the city property tax. Street lights are two million dollars alone. The people who bought houses in the older sections did not pay for curbs and gutters. The newer homes do have to pay for streets, curbs and gutters. The estimate is ten million dollars to upgrade the streets, curbs and gutters. At the end of thirty years, streets are used up. There is no provision in the tax bill to make those improvements. We operate on sales tax. We take in more sales tax than property tax. We have lowered the levy most years. We do not have the total EAV yet. The State multiplier determines the rate. We try to keep the taxes down. All taxes are too high, but if want to have a good city, there are things we must do. Last year, we had thirty million dollars of EAV taken out for the Veterans exemption, which came out of the schools' budget.

He added, if you want to keep the taxes down, you need to work with us on Economic Development. The sales tax pays for improvements. The Library portion for IMRF and Social Security is \$170,000 with \$70,000 for the Fire Department. We had to set up a pension fund for the Fire Department. Our volunteer Fire department saves us \$5 million a year by not going to a fulltime department. The Library Board has not asked for a tax increase since 1984. The expansion is nice, and we have expanded the children's programs.

REPORTS:

<u>Clerk's Report</u>: City Clerk Goodwin had no report.

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

RESOLUTIONS:

Motion by J. Albrecht and seconded by G. McCoskey to approve Item 1, a Resolution authorizing the Mayor to execute the Professional Services Contract for the Millennia Survey of the Family Sports Park Destination O'Fallon Project in the amount of \$19,100.

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

Motion by J. Albrecht and seconded by H. Gerrish to approve Item 2, a Resolution authorizing the Mayor to execute a contract with the Fource Group for Economic Development Services in the amount of \$70,950.

N. Drolet feels that this is a pilot program. He thinks it is a lot of money, and if we want to keep it, we would have a \$30,000 a year.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, no; Hagarty, aye; Gilreath, aye; Roach, aye; Smallheer, aye; Marsh, aye; Holden, aye; Drolet, no; Cozad, aye; Gerrish, aye. Ayes – 11; Nays - 2. Motion carried.

Motion by J. Albrecht and seconded by G. McCoskey to approve Item 3, a Resolution authorizing the Mayor to execute a Professional Services Contract with SWT for the purpose of performing Schematic Design Services for the Downtown Plaza Project in the amount of \$62,410.

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

ORDINANCES:

1st Reading –

Motion by J. Albrecht and seconded by K. Hagarty to consider on 1st Reading Item 4, an Ordinance rescinding Ordinance 3924, Towing Companies.

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

Motion by J. Albrecht and seconded by R. Kueker to consider on 1st Reading Item 5, an Ordinance amending Ordinance 623, Development known as Flying Aces to be located at 829 Siebert Road.

J. Albrecht said this is the one we delayed waiting for input from the Air Force who said they did not have a problem with it.

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

2nd Readings -

Motion by J. Albrecht and seconded by M. Gilreath to approve on 2nd Reading Item 6, an Ordinance approving the Final Plat of the Four Points Center.

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

Motion by J. Albrecht and seconded by G. McCoskey to approve on 2nd Reading, Item 7, an Ordinance providing for the annual Levy for the City of O'Fallon, for the fiscal year commencing on the first day of May 2016 and ending on the thirtieth day of April 2017.

- H. Roach stated that in less than eight weeks, we have created the highest debt when we sell bonds for the downtown and park. We are now raising the tax rate 4.9%.
- M. Smallheer said he has had lots of discussion with folks from his ward. He asked the Council to go over the budget line by line for more careful review.

Mayor Graham said the people from out of town pay the hotel/motel tax. The city has 300 million in assets and 55 million in debt. We have a AA Bond rating. In April, the tax rate will be decided by the EAV. It is based on the State multiplier. The Parks system brings people into the city. Safety and schools also are a factor.

M. Gilreath said everyone understands where the State is at. The Veterans exemption has made an impact. He supports the veterans, and his father is a veteran. He is about saving money.

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, aye; Kueker, no; Hagarty, aye; Gilreath, aye; Roach, no; Smallheer, aye; Marsh, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes - 11; Nays - 2. Motion carried.

STANDING COMMITTEES -

Community Development:

J. Albrecht stated the committee will meet January 9th at 6:00 p.m. at the Public Safety Building.

Public Works: G. McCoskey stated they will meet January 23rd at 7:00 p.m. at the Public Safety Building. G. McCoskey added the public committee meetings are open and nothing is done in a back room. The comment is inappropriate and irresponsible.

Public Safety: C. Marsh stated they will meet January 9th at 5:00 p.m. at the Public Safety Building.

Parks and Environment: R. Holden said they will meet January 9th at 5:30 p.m. at the Public Safety Building.

Finance/Administration: Motion by D. Cozad and seconded by J. Albrecht to approve Warrant #364 in the amount of \$902,531.00.

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

He said they will meet on January 23rd for an hour at 5:00 pm. at the Public Safety Building.

Mayor Graham commended the Police, volunteer Fire and EMS for the work during the ice storm. Captain Van Hook replied they had 490 calls for service on the first day of the new consolidated dispatch center. Chief Van Hook added that they had 145 additional calls, and they did a fabulous job. They also had calls from Shiloh and Fairview Heights. He also commended Jeff Taylor and Public Works for their assistance.

EXECUTIVE SESSION: Mayor Graham said the Council would go into closed session to discuss the sale of public property.

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

The Council went into closed session at 7:48 p.m. and returned at 8:01 p.m.

Motion by J. Albrecht and seconded by M. Gilreath to sell 115 Elm Street to Habitat for Humanity.

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

Motion by J. Albrecht and seconded by G. McCoskey to authorize the Mayor to negotiate a contract with Brad McMillin for 131 East 1st Street.

Motion by H. Roach and seconded by K. Hagarty to stipulate that the sale not be less than the appraised value.

ROLL CALL: McCoskey, no; Meile, aye; Albrecht, no; Kueker, aye; Hagarty, aye; Gilreath, no; Roach, aye; Smallheer, no; Marsh, no; Holden, no; Drolet, aye; Cozad, no; Gerrish, no. Ayes – 5; nays - 8. Motion failed.

Vote on original motion:

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

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

The meeting was adjourned at 8:05 p.m.

Submitted by,

Philip A. Goodwin
City Clerk

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



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Planning Director

Walter Denton, City Administrator

Date: January 17, 2017

Subject: Clearwave Broadband Right of Way Use Agreement (Resolution)

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

Background: Clearwave Communications, operating out of Harrisburg IL, and having a local office on Green Mount Road, is seeking to use existing city right of way to construct fiber optic cable in various location in O'Fallon, as shown in the attached Right of Way Use Agreement. They will primarily serve businesses with high capacity fiber optic service for internet and phone, offering speeds up to 1GB. This first phase of build-out will be approximately 14,500 linear feet within the City. They will use their own in-house crews for construction, and installation will be with directional boring. Their first customers in O'Fallon will include the new St. Elizabeth Hospital and the Auffenberg car dealerships.

Legal Considerations, if any: None

Budget Impact: As compensation to the City for use of our ROW, Clearwave will be required to indemnify the City and will be subject to the 5% Illinois Simplified Municipal Telecommunications Tax payable to the City.

Staff recommendation: The Agreement with Clearwave has been reviewed by Jeff Taylor, City Engineer, Ted Shekell, Community Development Director, and Dan Vogel, Special Legal Counsel to the City of O'Fallon, and the Right of Way Use Agreement is recommended as provided.

CITY OF O'FALLON, ILLINOIS RESOLUTION 2017 -

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CLEARWAVE COMMUNICATIONS FOR USE OF CITY RIGHT OF WAY

WHEREAS, Clearwave Communications has agreed to the terms of a Right of Way Use Agreement, as outlined in the attached agreement, with the City of O'Fallon; and

WHEREAS, the City finds this proposed Agreement to be in the interest of the public welfare.

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

- 1) The Mayor be authorized to sign a Right of Way Use Agreement with Clearwave Communications, which is attached hereto and made part of this resolution
- 2) This resolution shall become effective immediately upon its adoption by City Council.

Resolved by the Mayor and	City Council of the City of O'Fallon this, 2017.	day of
Approved:		
Gary L. Graham, Mayor	_	
Attest:		

Philip A Goodwin, City Clerk

NON-EXCLUSIVE RIGHTS-OF-WAY LICENSE AGREEMENT BETWEEN THE CITY OF O'FALLON AND DELTA COMMUNICATIONS, LCC d/b/a CLEARWAVE COMMUNICATIONS

This Rights-of-Way Agreement for use of the City's Rights-of Way ("Agreement") is made and entered into as of the "Effective Date" (as defined in Section 12) by and between, Delta Communications, LCC, d/b/a Clearwave Communications, a limited liability corporation ("Licensee"), and the City of O'Fallon, Illinois, a municipality of the State of Illinois ("City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee asserts that it has been issued a certificate of public convenience and necessity by the State of Illinois Commerce Commission ("Commission"), as a provider of certain communications services with authority to operate throughout the State of Illinois, and seeks to use the City's Rights-of-Way to provide retail communication services to customers within the City; and

WHEREAS, Illinois law, Chapter 53 of the City Code, and other applicable law authorizes the City to require users of the City's Rights-of-Way to obtain consent such as by franchise or Right-of-Way Use Agreement, as applicable (a "ROW Agreement"), to establish terms of use of the Rights-of-Way within the City; and

WHEREAS, Licensee has submitted a ROW application and seeks a ROW Agreement from the City in order to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications within the ROW; and

WHEREAS, the City and Licensee desire to enter into this ROW Agreement to establish terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

- 1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Licensee shall be subject to all requirements of a Utility as set forth in the ROW Code, defined below, in addition to any supplementary obligations expressed herein.
- 1.2 Defined Terms. For purposes of this Agreement, the capitalized terms, phrases, and their derivatives shall have the meanings as set forth in the Code of Ordinances of the City, including specifically Chapter 53, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

- A. "Communications": The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.
- "Communications Service": The transmission of writing, signs, signals, B. pictures, sounds or other forms of intelligence through wire, fiber, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined by the Public Utilities Act (220 ILCS 5/21-201). The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately requested below. Any Party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.
- 1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a material term of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City, and to be subject to the enforcement by the City as provided therein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

- 2.1 Agreement Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from applying for and obtaining all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the Rights-of-Way.
- 2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the consent to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities

owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

- Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth in Exhibit A attached hereto and incorporated herein by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, under, along, or over the City's Rights-of-Way for the purposes of supplying Communications Service limited to telecommunications at retail within the City, subject to the terms and conditions herein set forth within this Agreement and the ROW Code and all such special conditions as may be set forth in Exhibit A. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Commission. The size, location, and specifications of the underground Facilities and any future above-ground Facilities not authorized as provided in Exhibit A, are subject to prior City approval and consent. Licensee shall not have the right to install wireless antennae or antennae support structures in the Rights-of-Way, nor provide services not authorized herein, without express separate written agreement and authorization of the City. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.
- 2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a specific permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral, non-discriminatory, and reasonable manner.
- 2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

- 2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, except in cases of emergency, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such written policy or direction as may be established by the City. All new facilities or structures shall collocate on existing poles or within existing conduit, trenches or other existing facilities unless shown to be not feasible. New poles or other new above ground structures more than 36" in height shall be prohibited except where a verified statement is provided documenting the specific circumstances upon which the City thereafter determines that good cause requiring approval in the public interest or upon which such facility is required to be permitted by superseding law. Licensee shall further make its installed Facilities available to other Licensees on a nondiscriminatory, competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224, and as may be required by the Commission.
- 2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way for City purposes. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such cost is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM

3.1 Term. This Agreement shall be effective for a term of five (5) years from the Effective Date, subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all applicable taxes including license taxes, business taxes, municipal utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a material breach of this Agreement. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-Of-Way. Such taxes shall be in addition to compensation or reimbursement of costs relating to use of the Rights-of-Way, if any, required herein or otherwise by the City by ordinance subject to any limitations of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign, this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld,

conditioned, or delayed. Provided, Licensee shall provide thirty (30) days prior written notice of such consent request, and the City shall take all reasonable steps necessary to reach a determination within sixty (60) days of the Licensee's written request. Notwithstanding the foregoing, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior written notice to the City.

- 5.2 Agreement Binding on Assignee. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.
- 5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE

Forfeiture. In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if Licensee shall lose authority to provide its Communication Service or do business within the City under applicable law, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which the City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

- 7.1 Compliance with Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.
- 7.2 Use of Public Rights-of-Way by Licensee. In addition to the requirements of the ROW Code and all other applicable laws, orders, rules, and regulations, Licensee shall use the Public Right-of-Way as required by ordinance for the performance of Facilities Work or Excavation Rights-of-Way subject to the additional following requirements:
 - A. Licensee shall coordinate and perform its Facilities work in a manner that minimizes adverse impact on public improvements and public projects, as reasonably determined by the City. Except where otherwise provided by law, Facilities shall be installed or replaced only after issuance of a Rights-of-Way permit from the City which shall be approved in accordance with applicable law and shall include reasonable review of the design, size, and location of such Facilities to ensure that interference with the public use or convenience does not result.
 - B. All earth, materials, sidewalks, paving, crossings, utilities, public improvements or improvements of any kind, damaged or removed by Licensee in its activities under this Agreement, shall be fully replaced promptly by Licensee at its sole expense and to the reasonable satisfaction of the City.
 - C. Prior to construction, reconstruction or relocation of any Facilities in or above the Rights-of-Way, Licensee shall submit to the City for approval, plans and specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed or conditioned.
 - D. It shall be the sole responsibility of Licensee to take reasonable measure to protect and defend its Facilities in the Rights-of-Way from harm or damage, including from trees and related root systems. If Licensee fails to accurately or timely locate Facilities in accordance with the applicable requirements when requested by the City, Licensee shall be responsible for any damage resulting therefrom, except to the extent the resulting damage is solely due to the negligent conduct of another.
 - E. Licensee shall notify the City not less than ten (10) working days in advance of any Facilities work that would require any street closure. Except in the event of any emergency, no such closure shall take place without such notice and prior authorization from the City. Where emergency actions are taken, the Licensee shall promptly thereafter provide notification and comply with permit and other procedures otherwise required. In addition, all work performed in the traveled way or which in any manner impacts vehicular or pedestrian traffic shall, at Licensee's expense, be properly signed, barricaded, and otherwise protected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, including but not limited to the Standards and Guides for Traffic Controls

for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.

- F. All Facilities work shall be performed in accordance with applicable present and future rules and regulations of the Commission, as well as applicable federal, state, and City laws and regulations. It is understood that the standards established in this paragraph are minimum standards and the other requirements established or referenced in this Agreement may be in addition to or stricter than such minimum standards.
- 7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible for the restoration of the Rights-of-Way in the area where such Licensee was granted a permit to the satisfaction of the City. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City, and in accordance with Section 53.10, shall be posted if required by the City to guarantee construction performance. Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way or otherwise by Licensee's use of the Rights-of-Way.
- 7.4 Audits. The City shall have the right, in its discretion, to audit the books and records of Licensee in accordance with Chapter 115 to determine if Licensee has properly accounted to the City the amount due to the City under the Licensee's obligation to pay taxes herein. Any underpayment of the amount to the City shall be paid to the City plus five percent (5%) of the total amount of the underpayment determined in an audit, plus any costs incurred by the City in conducting the audit not to exceed five percent (5%) of the total amount of the underpayment determined in an audit. Said total sum shall be paid to the City within twenty-one (21) days after the date of issuance of any invoice for the same.
- 7.5 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees.
- 7.6 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.7 Relocation or Removal of Facilities.

7.7.1 In addition to the requirements of Chapter 53, specifically Section 53.18, of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages.

- 7.7.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said permit-holder's request.
- 7.8 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions and acknowledges this Agreement to be a lawful and valid agreement between the City and Licensee. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INSURANCE

Insurance. In addition to the requirements of Section 53-08 of the ROW Code, except where prohibited by law, Licensee shall file with the City evidence of liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Illinois (All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.). At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth herein, Licensee shall, at its own cost and expense, maintain commercial general liability insurance and/or self-insurance in the amounts specified below to protect Licensee and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Licensee, or any Person acting on its behalf, under this Agreement, including, but not limited to, Licensee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Licensee shall, during the term of this Agreement, keep on file with the City Clerk a certificate of insurance and/or affidavit of self-insurance that shall show the types and amounts of coverage. If insurance is maintained through an insurance company, an endorsement or certificate of insurance shall be submitted to the City and shall state that the City is named as an additional insured with full coverage under the Licensee's policy, stating that the policy shall not be cancelled or materially

modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Clerk. If insurance will be provided via self-insurance, any affidavit of self-insurance shall be signed by an employee or officer of Licensee who has knowledge of Licensee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations. Licensee shall not permit any subcontractor to commence or continue work until both shall have obtained or caused to be obtained all insurance required under this Section. Any self-insurance or deductible above fifty thousand dollars (\$50,000.00) must be declared to and pre-approved by the City. Such insurance shall be in an amount of not less than \$3,000,000.00 or such higher amount as may be specified in the ROW Code. Nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

SECTION 9. INDEMNIFICATION

Indemnification. Licensee at its sole cost and expense, hereby agrees to 9.1 indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, councils, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, using operating, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification Section or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until paid.

SECTION 10. NOTICE

10.1 Notice. Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable

overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

Delta Communications, LLC d/b/a Clearwave Communications P.O. Box 808 Harrisburg, IL 62946 Attn: Legal

If Notice to City: City of O'Fallon, Il Attn: Community Development Director 255 S. Lincoln Ave. O'Fallon, IL 62269

10.2 Receipt of Notice. If Notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for Notice by giving Notice of address change to the other Party in the manner for giving Notice prescribed in Section 10.1.

SECTION 11. MISCELLANEOUS

- 11.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.
- 11.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
- 11.3 The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Illinois shall govern this Agreement.
 - 11.4 This Agreement shall create no third-party beneficiary rights.
- Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same

term or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right, or condition of this Agreement constitutes a general waiver or relinquishment of the term, right, or condition.

SECTION 12. EFFECTIVE DATE AND ACCEPTANCE

12.1 Effective Date. This Agreement shall be effective on the date this Agreement is last signed by both Parties (the "Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and that they have full authority to sign this Agreement. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution may be accomplished by facsimile or other electronic means.

STATE OFLLINUIS)
COUNTY OF SALINE) ss.)
	nowledged before me this $2016, 7$ of JAMAC 2016, 7 of the limited liability company $2016, 7$ of the personally known to me or has produced
as identification.	Liza & Berry
	(Signature of Notary taking Acknowledgment)
Notary Public, State of	OFFICIAL SEAL LISA E. BERRY Notary Public, State of Illinois My Commission Expires 11-03-2020
My Commission Expires: //- 3	20.20

Exhibit A

The Agreement granted herein is subject to the following additional conditions:

- 1. Nothing in this Agreement shall grant Licensee authority to use the Rights-of-Way to provide Communications Services that are authorized herein to the public within the City. If Licensee desires to provide Communication Services or otherwise use the Rights-of-Way other than as authorized herein within the City after execution of this Agreement, such service shall be provided only after amendment of this Agreement, and subject to Licensee obtaining any permit, license certification, grant, registration or any other authorization required by any appropriate governmental entity.
- 2. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
- 3. Licensee acknowledges and agrees that it is subject to the City's Simplified Municipal Telecommunications Tax and Municipal Telecommunications Infrastructure Maintenance Fee as a user of the Rights-of Way and agrees that all of its revenues from its services authorized herein shall be subject to the taxes and fees as set forth in Chapter 115 of the City's Code or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
- 4. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes, including but not limited to as defined by 35 ILCS 636/5-7 and referenced in this Exhibit, any services provided shall be subject to the tax where aggregated, combined, or bundled unless Licensee can demonstrate that any revenue not subject to taxation has been separately stated on the customer's bill and taxation of such revenue is prohibited by law.
- 5. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf that are identified on the right-of-way permit application) shall not authorize third-parties without a valid license, Right-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.



Public Works Department 255 S. Lincoln Ave. O'Fallon, IL 62269 Phone: 618-624-4500 Ext.3 FAX: 618-624-4534

RIGHT OF WAY APPLICATION/PERMIT

Location Description — Quarter section, section, township, range, etc. To each copy of the application attach one copy of the sketch showing location.			911	911 Address of Construction			
T2N R8W Sections 25&26. Work to include the following roads: Lincoln		Nor	Nearest Intersection				
Hwy, Hartman Ln, Central Park Dr, Auto Ct, and Regency Park				Lincoln Hwy and Old Collinsville Rd			
Applicant Name and Address			Proposed Starting Date				
Delta Communications d/b/a Clearwave Communications		12/	12/12/2016				
2 North Vine St.		CC FILE	Anticipated Completion Date*				
Harrisburg, IL 62946		1/1	1/16/2017				
Engineer of Record Roth Clayton		Co	Contact No. 618-294-8078				
Engineer of Record Add	dress: 2 North Vine S	t, Harrisburg, IL 62946					
Utility Person Responsi	Utility Person Responsible for Construction Roth Clayton			Contact No.	618-294-8078		
Utility or Project Emerg	ency Contact	Lincoln Hobbs	Contact No. 618-294-92		618-294-9200		
		"Completion Date" specified, sequent permit or an approved			oid, and the work shall not		
Utility Facility/Work T ☐ Electric	ype 🗌 CA		_	rientation erhead			
☐ Sanitary Sewer ☐ Water ☐ Underground							
☐ Gas/Petroleum ☐ Chemical Treatment ☐ Bridge Attachment			nt				
☐ Tree Cutting/Removal ☐ Telephone/Communications							
Statues, as well as any	rules and regulations	subject to the applicant's s of other jurisdictional ag ation's Utility Accommod	encie	s, which may b	oe more restrictive,		
Are you a member of JUL	IE – the Illinois One- C	all System?					
Yes			\sim	1			
		Foth 1)		auton	11/22/16		
110, provide into lecate frames.			Representative	Date			
		OSP Route Engineer					
		Title 618-294-807	· o				
				ive Telephone Num	ber		
	City of O'Fallon – P	ublic Works Departmen	t Peri	nit Approval			
Permit Number	Issuance Date						
		Director o	f Publi	c Works or Auth	norized Designee		
Fee: \$100.00	Code: 3542						

CITY OF O'FALLON FRANCHISE OR RIGHTS-OF-WAY USE AGREEMENT APPLICATION FORM

This Application is for a Franchise or Rights-of-Way Use Agreement (ROW Agreement) in the City of O'Fallon for the construction, maintenance, and use of utility, communication, or related facilities in the City's rights-of-way pursuant to City Code and which authorizes requirement of a franchise, license or similar agreement. This Application shall be accompanied by a deposit payment of an Application fee of \$2,500.00, which fee shall be utilized by the City to offset the City's costs in this application and approval. If applicable, the Applicant shall be obligated to reimburse the City for its reasonable expenses associated with the review, negotiation, and adoption of an Agreement that may reasonably exceed the Application fee amount, with any amount unused to be returned upon written request. The Application will be used to determine the qualifications and eligibility of the Applicant to be granted an Agreement under federal, state, and local law, assist the City in ensuring compliance of the Applicant with applicable law, and in adapting any agreement to unique or special circumstances as may be established by the Applicant.

Any party seeking to provide wireless services, cable television or video services must also have or obtain a state or local franchise or other applicable authorization (including zoning) as may be required by law specifically authorizing those services.

It is recognized that this Application may not fully describe or coincide with all types of utility services, Communications Services, or facilities that an Applicant proposes to offer. If it is believed that certain questions are either not relevant or are inapplicable as a result of system design, law, or other reason, please indicate the basis for such belief. All Applicants are also asked to provide any additional information that they believe to be useful to the City in processing this Application and granting an agreement.

Nothing in this Application shall be deemed to provide any entitlement to use the rightsof-way except as specifically authorized by separate agreement and the Applicant acknowledges that the City may develop and apply new Ordinances or related regulations that shall govern the provision of any agreement applied for by this Application.

PAR	A: GENERAL INFORMATION
1.	Name of Applicant, Including All Affiliates of the Applicant:
Appl	cant: Delta Communications, LLC dba Clearwave Communications
Date	± 12/16/16
Affili	ates:
2.	Address of Applicant: 2 North Vine St., P.O. Box 808, Harrisburg, IL 62946
3.	Name, Telephone Number, and <u>Email Address</u> of Local Contact Person for Applicant:
	Roth Clayton
	618-841-2600 rclayton@corp.clearwave.com
4.	This is an Application for (check all that apply and explain):
	aX_ An initial license to construct, operate and/or maintain ducts, conduits or other facilities in the City's rights-of-way.
	 An expansion, change, or modification of an existing system or amendment of a franchise of Rights-of-Way Use Agreement to change or expand services or facilities.
	c Renewal [describe uses]
	d Transfer of Agreement [attach Agreement to be transferred]
	e. Other, describe:
5.	Please state (1) type of service, if any, to be provided by facilities and use to be authorized, (2) any specific proposed terms, provisions, or requested accommodations, including a proposed duration and any scheduling constraints of the Applicant.
	Retail Internet and voice service by way of buried fiber optic cable.
6.	Does the Applicant have a current business license with the City? No. Will obtain.
7.	Does the Applicant have Illinois Commerce Commission authority to provide any services within the City? YES If so, please attach a copy of all applicable Commission Orders and tariffs applicable within the City.

Did the Applicant have a prior franchise or ROW agreement with the City? ____NO____ If so, please attach

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- 9. Is any wireless (RF) communication broadcasting equipment proposed to be located within the rights-of-way? (if yes, provide detailed descriptions with all dimensions, applicable frequencies, and other specifications for each proposed location). NO
- 10. Provide proposed compensation to City for use of the rights-of-way (compensation may depend on type of use, location, and facilities, if any, used; linear facilities shall require linear foot fee per City policy):

Illinois Simplified Municipal Telecommunications Tax

PART B: DESCRIPTION OF PROPOSED CONSTRUCTION PLANS, THE SYSTEM, AND SERVICES

- 1. Facilities.* Describe in Detail: Buried conduit containing fiber optic cable; access vaults.
 - a. The geographic area within the **City of O'Fallon** in which the Applicant proposes to construct or maintain its facilities and/or offer Communications Service and a schedule for any expansion/buildout.

Clearwave is requesting access to ROW throughout the entire City of O'Fallon. Expansion will be on a percontract basis that will commence immediately and continue indefinitely.

* In lieu of responding to the following questions <u>1b -1e</u>, an electronic map may be submitted showing existing or proposed facilities:

SEE MAP for responses to 1b-1e.

- b. Type(s) of facilities to be installed, constructed, or utilized (e.g., reinforced conduit, duct banks, fiber, co-axial cable, copper twisted pair, wireless radio transceivers) and the proposed location within the public rights-of-way or other locations where such facilities will be placed.
- c. To the extent known, the location of all facilities, including the use of existing overhead and underground public utility, conduit, communications cable, water, sewer drainage, poles, light stands and other facilities, in the public rights-of-way along the proposed route, or other locations.
 - (1) If the facilities are to be installed overhead, identify the space available for locating Communications facilities on existing utility poles or facilities along the proposed route (or if a renewal, identify the number and location of existing poles and facilities to which Applicant's facilities are attached).
 - (2) If the facilities are to be installed underground in existing facilities, identify locations and any new facilities proposed, including: NOT APPLICABLE
 - (i) The available capacity in such ducts or conduits before installation of Applicant's facilities.
 - (ii) The capacity that will remain after the Applicant's facilities are installed.
 - (iii) The number and location of additional manholes or handholes required.

- (3) If Applicant is proposing to install new ducts or conduits underground in the public rights-of-way, identify:
 - (i) The proposed location(s).
 - (ii) The excess capacity that will exist after installation. NONE.
 - (iii) The number, size, and location of vaults, manholes, and handholes required.
 - (iv) Other equipment and facilities to be installed.
 - (v) The type or design of conduit (provide specification or diagram if available) and method of installation.

DIRECTIONAL BORING

- d. If known, the specific trees, structures, improvements, facilities, and obstructions, if any, that Applicant proposes to temporarily or permanently remove or relocate.
- e. Total linear feet of facilities located in the public rights-of way of the City.
- f. Provide a scaled map of the proposed service area visually indicating the same information.

SEE MAP.

2. **Services.** Describe the types of facilities and/or services that the Applicant plans to provide upon approval of a separate agreement for use of the rights-of-way for providing services. This information is necessary for the City to determine applicable fees or regulatory requirements.

Retail local telephone, long distance, internet and data services to the business over fiber.

- a. Does the Applicant plan to offer telecommunications service at retail? YES
- Does the Applicant plan to offer telephone service by VOIP (voice over internet protocol) technology?
 YES
- c. Does the Applicant plan to offer long-distance services through its own facilities or as a resale carrier? YES
- d. Does the Applicant plan to offer any type of video programming service to its customers, including cable television, open video system service, or video dialtone service?

 NO
- e. Does the Applicant intend to lease or sell dark fiber on its system to other entities? NO
- f. Does the Applicant intend to lease or sell transmission capacity on its system to other entities? YES
- g. Does Applicant intend to lease or sell space in ducts, on poles, or in conduits for use by other entities?
 NO

- h. Does Applicant intend to lease or sell Internet access services, enhanced information services, security services, energy-related services, or any other Communications Services not previously listed in this section? NO
- Does Applicant plan to provide any service to residents or persons within the City? If so, describe all such services. NO

If any of the questions in this paragraph 2 answered "yes," please describe in detail to whom, how, and when such services or facilities will be offered and provide the specific state or local franchise or authority to provide such service in the City. Please note separate facilities owned by another but utilizing Applicant's facilities, including conduits, are subject to the Application requirements and fees imposed by the City. Attachments included: _____ (yes/no and list)

Beginning in 2017, retail telecommunication services will be offered to businesses, schools, and other government agencies within the City. Clearwave is a licensed CLEC in the State of Illinois. Clearwave offers transport and transit services to other ISPs.

3. Please provide a proposed schedule and completion dates for development and construction of the Applicant's proposed facilities.

Construction will commence in January of 2017 and will continue on a per-contract basis indefinitely.

- 4. Please describe the Applicant's proposed maintenance plan.
 - a. If leasing access to ducts, poles or conduits to or from third-party Communications Service providers, please explain the installation and maintenance procedures for such third-party Communications facilities. Please identify the third-parties and provide lease terms/arrangements.

NOT APPLICABLE.

- If the Applicant proposes to provide any Communications Service, has it obtained all required federal, state, and local permits, licenses, certificates, and franchises and met all other legal requirements? If yes, please attach all relevant documentation (i.e. ICC certificate, etc.). YES, SEE ATTACHMENTS.
- 6. Will the Applicant have a local office in the City? If so, how many employees will it office? In what capacity will the employees serve? Will such employees perform construction and maintenance on the system? Will such employees serve as a local contact for the City regarding the agreement? NO.
- 7. Provide a detailed estimate of construction costs for the Initial System with respect to the use of the City's rights-of-way, including excavation and right-of-way restoration, or if this Application relates to a request to expand the type, scope, or geographical location of services, a detailed estimate of the right-of-way construction costs of such expansion. This information will be subject to independent verification by the City.

Roughly 14,500' of build within the City of O'Fallon ROW, with a cost of approximately \$7.00/foot. Estimated total cost of initial build is \$117,120. All construction and restoration to be completed by Clearwave Communications in-house construction team.

LEGAL BACKGROUND OF APPLICANT PART C:

- 1. Has the Applicant ever been engaged in any litigation with a municipality with respect to the use of rights-ofway? If so, please describe the nature of the dispute, the municipalities involved, the amount of damages, if any, paid by either party, and whether the dispute has been finally resolved. NO
- 2. List any parent companies, subsidiaries, or other entities which a controlling equity interest in the Applicant or in which Applicant owns a controlling equity interest.

Clearwave, LLC

111 Center St., Suite 2500

Little Rock, AR 722201

3. Is the Applicant currently involved in any disputes before any federal, state, or local regulatory agency that would impact the ability of the Applicant to legally construct, maintain, or provide facilities or services in the City? If so, please describe. NO

FINANCIAL BACKGROUND OF APPLICANT PART D:

What will the cost be for the construction in the rights-of-way of any proposed facilities or services 1. contemplated in the next 24 months?

This is impossible to determine at this point as all expansion will be organically driven on a per contract for service basis.

- Please submit a copy of proposed insurance and security fund meeting City Code requirements and any 2. proposal for a security adequate to protect the City's interest in ensuring that all construction and related rights-of-way costs for the proposed facilities or services are covered. If Applicant claims any lawful exemption to either insurance or bonding requirements of the Code, please provide detailed basis and supporting documentation for each such exemption. SEE ATTACHMENT.
- Has the Applicant ever been placed in a receivership, declared bankruptcy, been declared insolvent, or had 3. property foreclosed upon by a creditor? If so, please explain in detail the circumstances behind each instance. NO

I certify that I am authorized to execute this Application and any subsequent agreement on behalf of the Applicant. I further understand that if there are material omissions of information requested by this Application or deliberately false answers given to questions on this Application, the City may revoke any agreement, permit, or license it has granted based on this Application. Further, such actions shall be subject to penalty of perjury and as may be provided pursuant to law.

Notary Public, State of Illinois dy Commission Expires 11-03-2020

ATTACHMENT A:

Delta Communications, LLC d/b/a Clearwave Communications ICC Order

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Delta Communications, LLC d/b/a Clearwave Communications

Application for a certificate of local and interexchange authority to operate as a facilities based carrier of telecommunications services in the State of Illinois.

01-0795

ORDER

By the Commission:

On December 5, 2001, Delta Communications, LLC, d/b/a Clearwave Communications, an Illinois Limited Liability Company ("the Applicant") filed a Verified Application with the Illinois Commerce Commission (the "Commission") for Certificates of Service Authority to provide resold and facilities-based local exchange and interexchange telecommunications services in the State of Illinois pursuant to Sections 13-403,13-404 and 13-405 of the Public Utilities Act, 220 ILCS 5/1-101, et seq. (the "Act"). The Applicant also sought waivers of Parts 710 and 735, as well as a variance of Part 735.180.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, this matter came on for a hearing before a duly authorized Administrative Law Judge of the Commission at its offices in Chicago, Illinois, on January 17, 2002. At the conclusion of the hearing, the record was marked "Heard and Taken."

The Applicant was represented by counsel and it appeared by its President, Scott Riggs, who testified in support of the petition. Ms. Barbara Lankford, of the Consumer Services Division of the Commission's Public Utilities Division, and Ms. Karen Buckley, of the Commission's Telecommunications Department of the Public Utilities Division, appeared on behalf of the Staff.

Mr. Riggs testified that the Applicant is an Illinois Limited Liability Company that plans to provide both resold and facilities-based voice-grade and data services primarily in Southern Illinois. Since the Applicant is doing business as Clearwave Communications, it registered that name with the Illinois Secretary of State. The Applicant will lease facilities and equipment and utilize its own equipment to provide data services, internet services, prepaid local services, and interexchange services.

Mr. Riggs' testimony and the other evidence submitted in support of the Petition established that the Applicant has the requisite technical, managerial and financial qualifications to provide telecommunications services in Illinois. That evidence also established that the Applicant's management has the requisite training and experience in the telecommunications field. Mr. Riggs additionally sponsored as Exhibits the Applicant's financial statements, which demonstrate that Applicant has the financial qualifications to provide telecommunications services in Illinois. Also, Mr. Riggs' testimony establishes that the Applicant will abide by all federal and state "slamming" and "cramming" laws. (Section 258 of the Telecommunications Act of 1996 and Section 13-902 of the Public Utilities Act).

Staff stated that it had reviewed the application and supporting documentation and it has no objection to the Commission grant of the authority requested in this proceeding.

The Applicant has requested that the Commission make certain declarations and grant certain waivers of the Act, and from the rules and regulations of the Commission. The services the Applicant proposes to provide will be competitive telecommunications services, as described in Section 13-502(b) of the Act. The Applicant is required to file tariffs with the Commission under Section 13-501 of the Act, describing the nature of its services, the applicable rates and charges and the terms and conditions of the service provider. If the Applicant files the required tariffs in compliance with Section 13-502(e) and the rules adopted thereunder in 83 III. Admin. Code Section 745, many of the provisions of the Act, as well as regulations adopted by the Commission in Title 83 Illinois Administrative Code, will be inapplicable to the Applicant.

The Applicant seeks waivers of 83 III. Adm. Code Sections 710 and 735, with regard to interexchange services, and Sections 710 and 735.180, with regard to local exchange services. Section 710 is entitled "Uniform System of Accounts for Telecommunications Carriers" and Section 735 is entitled "Procedures Governing the Establishment of Credit, Billing Deposits, Termination of Service and Issuance of Telephone directories for Local Exchange Telecommunications Carriers in the State of Illinois. Section 735.180 concerns the provisioning of telephone directories by local exchange carriers.

The Applicant's request for a waiver of 83 III. Adm. Code Section 710, which governs maintaining books and records under the Uniform System of Accounts, should be granted in order to reduce the economic burdens of regulation on a company that provides only competitive services.

The Applicant's request for a waiver of Section 735 should also be granted in the context of interexchange services, since the rules contained therein are not applicable to interexchange services.

The Applicant should be granted its request for a variance of Section 735.180 in the context of local exchange services, which governs telephone directory services.

Section 735.50 states that a permanent variance from this Section may be granted when the Commission finds that the provision from which the variance is granted is not statutorily mandated, no party will be injured by the granting of the variance, and the rule from which the variance is granted would be unreasonable or unnecessarily burdensome, if applied.

The Commission, having reviewed the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) the Commission has jurisdiction over the Applicant and the subject-matter herein;
- (2) the Applicant, Delta Communications, LLC, d/b/a Clearwave Communications, an Illinois Limited Liability Company, seeks to obtain Certificates of Service Authority pursuant to Sections 13-403, 13-404 and 13-405 of the Act in order to provide resold and facilities-based local exchange and interexchange services throughout the State of Illinois, and thereby seeks to become a "telecommunications carrier" within the meaning of Section 13-202 of the Act;
- (3) the recitals of fact and conclusions stated in the above portions of this Order are supported by the record and are hereby adopted as findings of fact:
- (4) as is required by Sections 13-403, 13-404 and 13-405 of the Act, the Applicant possesses sufficient technical, financial and managerial resources and abilities to provide resold and facilities-based local exchange and interexchange telecommunications services within the State of Illinois;
- (5) with regard to the provisioning of services on both a local exchange and interexchange bases, the Applicant is granted a waiver of 83 III. Adm. Code Section 710, governing the Uniform System of Accounts for telecommunications carriers, provided that Applicant continues to maintain its accounting records in accordance with Generally Accepted Accounting Principles in a level of detail similar to the accounting system it currently uses and in sufficient detail to comply with all applicable tax laws;
- (6) with regard to providing telecommunications on an interexchange basis, the Applicant is granted a waiver of 83 III. Adm. Code Section 735, since the rules contained therein are not applicable to interexchange services;
- (7) with regard to providing telecommunications services on a local basis, the Applicant is granted a variance of 83 III. Adm. Code Section 735.180, the requirement to publish a directory, with the understanding that it will meet its obligation to list its customers in a directory by making arrangements

- with the incumbent local exchange carrier to list its customers in the directories published by that local exchange carrier;
- (8) The Applicant shall comply with the requirements of 83 III. Adm. Code Sections 705, 755, 757, 772 and Sections 13-301, 13-301.1 and 13-502 of the Act;
- (9) the Applicant should file with the Commission a tariff consisting of its rates, rules and regulations, in accordance with Sections 13-501 and 13-502 of the Act to be effective upon proper filing, before commencing service.

IT IS THEREFORE ORDERED that Delta Communications, LLC, d/b/a Clearwave Communications, be, and is hereby, granted Certificates of Service Authority pursuant to Sections 13-403, 13-404 and 13-405 of the Act.

IT IS FURTHER ORDERED that Certificates of Service Authority hereinabove granted shall be the following:

CERTIFICATE OF INTEREXCHANGE SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Delta Communications, LLC, d/b/a Clearwave Communications, is authorized pursuant to Section 13-403 of the Public Utilities Act to provide facilities-based interexchange telecommunications services within the State of Illinois.

CERTIFICATE OF SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Delta Communications, LLC, d/b/a Clearwave Communications, is authorized pursuant to Section 13-404 of the Public Utilities Act to provide resold local exchange and interexchange telecommunications services within the State of Illinois.

CERTIFICATE OF EXCHANGE SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Delta Communications, LLC, d/b/a Clearwave Communications, is authorized pursuant to Section 13-405 of the Public Utilities Act to provide facilities-based local exchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that Delta Communications, LLC, d/b/a Clearwave Communications, is required to file with this Commission a tariff consisting of its rates, rules and regulations, to be effective upon proper filing, before commencing service.

IT IS FURTHER ORDERED that the Delta Communications, LLC, d/b/a Clearwave Communications, is granted its request for a waiver of 83 III. Adm. Code Section 710, regarding the Uniform System of Accounts, as long as it maintains its accounting records in accordance with Generally Accepted Accounting Principles.

IT IS FURTHER ORDERED that Delta Communications, LLC, d/b/a Clearwave Communications, Inc., is granted its request for a waiver of 83 III. Adm. Code Section 735, as is set forth in Finding (6) above.

IT IS FURTHER ORDERED that Delta Communications, LLC, d/b/a Clearwave Communications, is granted a variance of 83 III. Adm. Code Section 735.180, as is set forth in Finding (7) above.

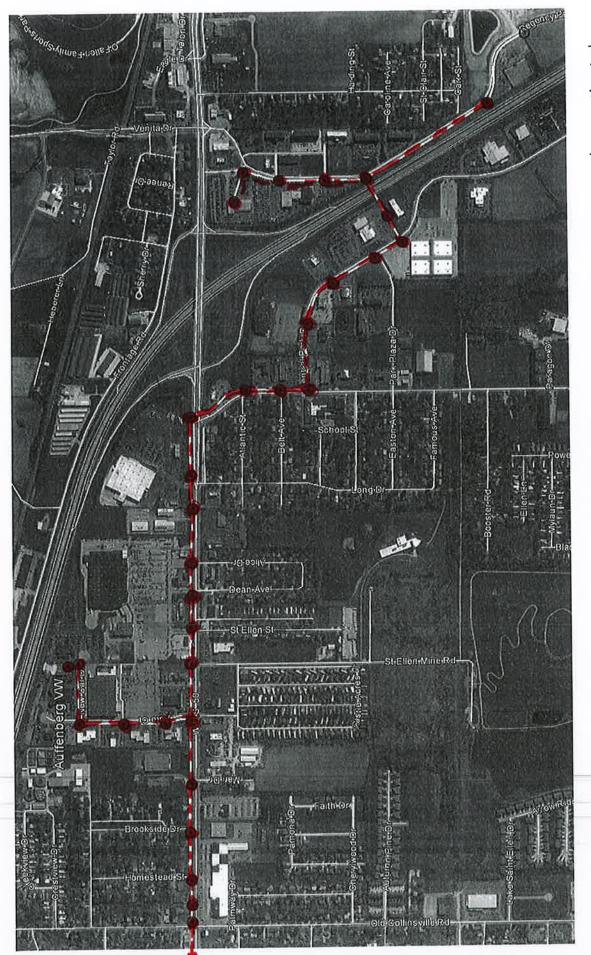
IT IS FURTHER ORDERED that Delta Communications, LLC, d/b/a Clearwave Communications, is required to comply with the provisions of 83 III. Adm. Code Sections 705, 720, 725, 755, 756, 757 and 772, to abide by the requirements of 83 III. Adm. Code Section 725, as well as the Emergency Telephone System Act, and to comply with Sections 13-301, 13-301.1 and 13-703 of the Public Utilities Act;

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 III. Adm. Code Section 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 10th day of April, 2002.

(SIGNED) RICHARD L. MATHIAS

Chairman



Roughly 14500' of build within the City of O'fallon ROW, with a cost of roughly \$7.00/foot. All construction and restoration to be completed by Clearwave Communications in house construction team.



CITY COUNCIL AGENDA ITEMS

To: Mayor and City Council

From: Sandy Evans, Director of Finance

Walter Denton, City Administrator

Date: January 17, 2017

Subject: An Ordinance providing for the issuance of General Obligation Bonds for

Destination O'Fallon

List of committees that have reviewed: Finance and Administration

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

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

Budget Impact: None

Staff recommendation: Approval

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2017, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

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

- <u>Section 1.</u> <u>Certain Definitions</u>. Unless the context or use indicates another or different meaning, certain words and terms used in this Ordinance shall have the meanings set forth above in the preambles and recitals hereto and from place to place herein.
- (a) Certain words and terms shall have the meanings set forth in this <u>Section 1</u>, as follows:
- "Bona fide debt service fund" means a fund, which may include proceeds of an issue, that (1) is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; and (2) is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.
 - "Bond Order" shall have the meaning set forth in Section 3(d).
- **"Bond Purchase Agreement"** means a bond purchase agreement, if any, executed by the City and the Underwriter.
- **"Bond Registrar"** shall mean the bond registrar set forth in a Bond Order, through its office maintained for such purpose in connection with the Bonds, and its successors and assigns.
- **"Bonds"** means the General Obligation Bonds, Series 2017, authorized under and pursuant to this Ordinance.
- "Capitalized Interest" or "capitalized interest" means proceeds of the Bonds to be applied to pay certain initial interest on the Bonds.
- "Code" means the Internal Revenue Code of 1986, as amended, and includes applicable Regulations.
- **"Commitment"** means an Insurer's Commitment, if any, for a Policy in connection with the Bonds.
 - "Corporate Authorities" means the City Council of the Issuer.
- **"Depository"** means any automated depositary for securities and a clearinghouse for securities transactions with respect to the Bonds, and its authorized successors, initially The Depository Trust Company (**"DTC"**), New York, New York.
- **"Designated Officials"** shall mean the Mayor, the City Administrator or the City Clerk or City Treasurer

"Disclosure Undertaking" means the Issuer's Continuing Disclosure Undertaking under Rule 15c2-12 in connection with the Bonds.

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

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

"Insurer" means the issuer of a Policy securing the payment when due of the principal of and interest on the Bonds.

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

"Maximum Annual Debt Service" means an amount of money equal to the highest future principal and interest requirement of all Outstanding Bonds required by this Ordinance in any Bond Year (i.e., each January 1 to the next December 31 period), including and subsequent to the Bond Year in which the computation is made; and any Outstanding Bonds required to be redeemed pursuant to mandatory redemption shall be treated as falling due on the date required to be redeemed (except in the case of failure to make any such mandatory redemption) and not on the stated maturity date of such Outstanding Bonds.

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

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

"Paying Agent" shall mean the paying agent set forth in a Bond Order, through its office maintained for such purpose in connection with the Bonds, and its successors and assigns.

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

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

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

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

"Regulations" means the Income Tax Regulations.

"Rule 15c2-12" means Rule 15c2-12 promulgated by the Securities and Exchange Commission.

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

"Underwriter" shall be as set forth in Bond Order.

"Yield Reduction Payments" shall have the meaning in Section 1.148-5(c) of the Regulations.

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

- Any certificate, letter or opinion required to be given in connection herewith **(b)** shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like shall mean that such shall be only written whether or not a writing is specifically mentioned in the context of use. In connection with the foregoing and other actions to be taken under this Ordinance, the Issuer's Mayor and Chief City Officer (or his or her designee), unless applicable law requires action by the Issuer's City Council, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Ordinance for and on behalf of the Issuer and with the effect of binding the Issuer in that connection. In connection herewith concerning written direction or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, shall be appropriate and is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.
- (c) In the event there is no Insurer or Policy, reference to "Insurer" and "Policy" in this Ordinance shall be given no effect.

Section 2. Findings. The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer finance the Project, fund capitalized interest, and pay the Costs and that the Bonds be issued for such purposes. Proceeds of the Bonds are hereby to be applied for such purposes. Pursuant to Section 6

(Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, Section 1-2-4 of the Illinois Municipal Code shall not apply to this Ordinance.

Section 3. Bond Details. There shall be borrowed for and on behalf of the Issuer the principal amount of up to \$10,000,000 (to be evidenced by the Bonds) to finance the Project and related Costs.

(a) General. The Bonds shall be designated: "General Obligation Bonds, Series 2017". The Bonds shall be dated as of or before the date of issuance as the Underwriter agrees or accepts, and shall bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof, shall be numbered 1 and upward in the order of their issuance, and shall bear interest at the rate or rates (not to exceed 5.00%) and shall mature and become due and payable in the principal amount (not exceeding \$650,000) on December 31 of the years commencing not before 2017 and ending not later than 2046, all as shall be specified in a Bond Order.

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

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

- **(b)** Execution. The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City and shall be signed by the manual or facsimile signatures of the Mayor and City Clerk, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.
- (c) <u>Authentication</u>. All Bonds shall have thereon a certificate of authentication substantially in the form therefor hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond

shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

- **(d)** Bond Order. The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding the aggregate of the Bonds as set forth above, if different than as set forth above, shall be insured, shall be subject to optional redemption and/or mandatory redemption, and shall have such other terms and provisions as set forth in a Bond Order, if any. For purposes of the foregoing and otherwise in this Ordinance, the term "Bond Order" shall mean a certificate signed by the Mayor, and attested by the City Administrator, and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, but not limited to, as the case may be, identification of the Bond Registrar, Paying Agent, Bond Insurer, Policy, final interest rates, payment dates, optional and mandatory call provisions, Levied Taxes, original issue discount ("OID"), reoffering premium, and the final maturity schedule, authorized pursuant to this Ordinance. The Bonds shall be conformed to each Bond Order.
- **Section 4. Redemption.** The Bonds shall be subject to redemption prior to maturity, if at all, as provided in this Section 4, subject to an applicable Bond Order.
- (a) Optional Redemption. Bonds maturing on and after December 31 of the year specified in a Bond Order, shall be subject to redemption prior to maturity in whole or in part on any date on and after December 31 of the year specified in a Bond Order, at the option of the City, in any order of maturity designated by the City (but in inverse order if none is designated), at a redemption price equal to the principal amount to be redeemed, plus accrued interest to the redemption date, and otherwise shall not be subject to optional redemption.
- **(b)** Sinking Fund Redemption. This subsection (b) shall apply to the extent a Bond Order shall specify any Term Bonds, and otherwise shall not apply. Bonds specified in a Bond Order or a Bond Purchase Agreement as Term Bonds (the "Term Bonds"), if any, are subject to mandatory sinking fund redemption in the principal amount on December 31 of the years so specified, but corresponding to the principal maturities specified above in Section 3(a).

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

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

The City shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of any optional redemption date and of the principal amount of Bonds to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Bonds). In the event that less than all of the Bonds of a particular maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

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

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

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

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered

owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

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

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

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

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

- <u>Section 5.</u> <u>Registration of Bonds and Book-Entry</u>. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.
- (a) <u>General</u>. This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office maintained for such purpose by the Bond Registrar. The Issuer is authorized to prepare, and

the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

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

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

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

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

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

(b) <u>Book-Entry-Only Provisions</u>. The Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register therefor in a street name of the Depository, or any successor thereto, as nominee of the Depository. The outstanding Bonds from time to time may be registered in the Bond Register in a street name, as

nominee of the Depository. If not already done, the Mayor or City Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter"). Without limiting the generality of the authority given to the Mayor or City Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

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

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

Ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

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

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

(Form of Bond) [STATEMENT OF INSURANCE]

REGISTERED NO	STATEMENT	OF INSURANCE]	REGISTERED \$
	STATE O THE COUNT CITY OF	ES OF AMERICA OF ILLINOIS Y OF ST. CLAIR O'FALLON ION BOND, SERIES 2017	,
Interest Rate:%	Maturity Date: December 31, 20	Dated Date: , 2017	CUSIP:
Registered Owne	er:		

Principal Amount:

KNOW ALL BY THESE PRESENTS, that the City of O'Fallon, St. Clair County Illinois (the "Issuer"), a home rule municipality and political subdivision of the State of Illinois, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable on the last day of June and December of each year, commencing ______, 20___, until such Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable to this Bond. The principal of and redemption premium, if any, due on this Bond are payable in lawful money of the United States

of America upon presentation hereof at the office m	aintained for su	ich purpose by	,
in, Illinois, as paying agent (including it	s successors, th	e "Paying Agent").	
Payment of interest shall be made to	the Registered	d Owner hereof as show	n on the
registration books of the Issuer maintained by _	, in	, Illinois, as Bond I	Registrar
(including its successors, the "Bond Registrar"),	at the close of	business on the fifteen	th (15th)
day (whether or not a business day) of the calendar	ir month of the	interest payment date a	and shall
be paid by check or draft of the Paying Agent, pa	yable in lawful	money of the United	States of

America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

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

This Bond and each Bond of the series of which it forms a part (the "Bonds") are issued pursuant to the Constitution and laws of the State of Illinois, including by the power and authority of the Issuer as a home rule unit under Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, as supplemented and amended, including by the Illinois Municipal Code and the Local Government Debt Reform Act, and the principal of and interest and any premium on the Bonds are payable from unlimited ad valorem taxes duly levied without limit as to rate or amount on all of the taxable property in the Issuer (the "Levied Taxes"). The Bonds of this series are being issued for the purposes of (i) financing the costs of acquisition, construction and/or improvements of a downtown plaza, the family sportspark soccer complex and other capital improvements related to the Issuer's Destination O'Fallon Economic Development Project (the "Project"), and (ii) paying all or a portion of the costs of issuing the Bonds, authorized by applicable law and as more fully described in proceedings adopted by the City Council of the Issuer (the "Corporate Authorities") in Ordinance No. authorizing the issuance of the Bonds, adopted by the Corporate Authorities on the 6th day of February, 2017 (the "Bond Ordinance"). For the prompt payment of the Bonds, both principal and interest as aforesaid, at maturity or redemption, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are hereby irrevocably pledged.

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

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

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

[Bonds maturing on and after December 31, 20__, shall be subject to redemption prior to maturity on December 31, 20__, and thereafter in whole or in part on any date, in any order of maturity specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.]

[Insert and adapt, as applicable: Bonds maturing on December 31, 20_ and December 31, 20_ are Term Bonds (the "**Term Bonds**"), subject to mandatory sinking fund redemption in the principal amount on December 31 of each of the years, as follows:

December 31, 20	Term Bonds	<u>December 31, 20</u>	Term Bonds
	Principal		Principal
Year	Amount(\$)	Year	Amount(\$)
20	,000	20	,000
20	,000*	20	*000,
	*To be paid at maturi	ty unless previously retire	ed.]

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

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment

of the redemption) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.]

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

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

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

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

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

IN WITNESS WHEREOF the City of O'Fallon, St. Clair County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City

Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

	CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS
Attest:	
(SEAL)	Mayor, City of O'Fallon, St. Clair County, Illinois
City Clerk, City of O'Fallon, St. Clair County, Illinois	<u> </u>
Bond Registrar Paying Agent:	, Illinois
CERTIFICAT	TE OF AUTHENTICATION
Date of Authentication:	
	onds described in the within mentioned Bond Ordinance ds, Series 2017, having a Dated Date ofounty, Illinois.
	, Illinois, as Bond Registrar
	By
	Authorized Signer

ASSIGNMENT

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

(Name, Address and Tax Identification	of Assignee)
the within Bond and does hereby irrevocably constitute and a	C /
	as attorney to transfer the within
Bond on the books kept for registration thereof with full power	er of substitution in the premises.
Dated:	
Signature Guarantee By:	
(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))	

NOTICE:

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

Section 8. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or upon mandatory redemption, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for the purpose; and there are hereby levied on all of the taxable property in the City, in addition to all other taxes, with a reasonable allowance for delinquencies under Section 16 of the Local Government Debt Reform Act, the direct annual taxes as provided pursuant to a Bond Order (constituting the Levied Taxes) in an annual amount not to exceed \$650,000 for the levy years 2017 (collectible in 2018) through 2045 (collectible in 2046).

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

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

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

Section 9. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective and prior to issuance of any Bonds, a copy of this Ordinance, certified by the City Clerk, shall be filed with the County Clerk, and such County Clerk shall in and for each of the years 2017 through 2045, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each such year and in such City; and such County Clerk shall extend the same for collection on the tax books in connection with any other taxes that may be levied in each such year in and by the Issuer for general corporate purposes of the Issuer; and in each such year such annual tax shall be levied and collected by and for and on behalf of the Issuer in like manner as provided by law for the levy and collection of taxes for general corporate purposes for each such year, without limit as to either rate or amount, and in addition to and in excess of all other taxes.

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

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

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

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

- (b) The Rebate Account. There is hereby created a separate and special account to be known as the "Rebate Account" into which there shall be deposited as necessary investment earnings in the Principal and Interest Account to the extent required so as to maintain the tax-exempt status of interest on Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) under Section 148(f) of the Code shall be payable from the Rebate Account. In a similar manner, Yield Reduction Payments (and other required payments) shall be determined and, as applicable, paid.
- (c) <u>Investments</u>. The moneys on deposit in the Principal and Interest Account and the Rebate Account may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time by the Issuer as moneys may be needed for the purposes for which such accounts have been created. In addition, the Finance Director or City Treasurer or other appropriate financial officer shall sell such investments when necessary to remedy deficiency in such Funds, and related accounts. Any earnings or losses on such investments shall first be attributed to the fund or account in which such investment was made. Investments shall be valued at least annually (on a consistent basis as determined by the City) at the lower of cost or market.
- (d) <u>Yield Reduction Payments</u>. Unless the Issuer shall have requested and received an approving written opinion of Bond Counsel to the contrary, moneys on deposit or credited to the Pledged Account shall be restricted as to yield to the yield on the Bonds, subject to "yield reduction payments," as applicable, under Section 1.148-5(e) of the Regulations, which the Issuer shall determine and, as applicable, pay in the same manner as arbitrage rebate under (a) above.
- (e) <u>Project Fund</u>. The Issuer hereby establishes and maintains a General Obligation Bonds, Series 2017 Project Fund (the "**Project Fund**") into which will be deposited monies for approved costs for the Project.

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

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

- **Section 11. General Covenants**. The Issuer covenants and agrees with the registered owners of the Bonds, that so long as any Bonds remain outstanding and unpaid:
- (a) The Issuer will punctually pay or cause to be paid the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements hereof.
- (b) The Issuer will pay and discharge, or cause to be paid and discharged, any and all lawful claims which, if unpaid, might become a lien or charge upon the funds pledged to pay debt service on the Bonds, including the Levied Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein

contained shall require the Issuer to make any such payment so long as the Issuer in good faith shall contest the validity of such claims.

- (c) The Issuer will keep, or cause to be kept, proper books of records and accounts, separate from all other records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to funds pledged to pay debt service on the Bonds, including the Levied Taxes. Such books of records and accounts shall at all times during business hours of the Issuer be subject to the inspection of the registered owners of not less than ten per cent (10%) (or such lesser percentage as may be required by applicable law) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.
- (d) The Issuer will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, including without limitation the right at all times to receive and apply the funds pledged to pay debt service on the Bonds, including the Levied Taxes, in the manner, at the time and with the effect contemplated by this Ordinance, with respect to which, among other things, the Issuer covenants to strictly comply with all requirements of the Act in connection therewith and herewith, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of the Bonds by the Issuer, the Bonds shall be incontestable by the Issuer, to the extent lawful.
- (e) The Issuer will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners and beneficial owners of the Bonds, the Paying Agent and the Bond Registrar of the rights and benefits provided in this Ordinance.
- (f) As long as any Bonds are Outstanding, the Issuer will continue to deposit the funds pledged to pay debt service on the Bonds, including the Levied Taxes, to the appropriate accounts and subaccounts as herein provided. The Issuer covenants and agrees with the registered owners thereof that so long as any Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to collect and apply the Levied Taxes in accordance with this Ordinance. The Issuer and its officers will comply with the Act and with all present and future applicable laws in order to assure that such taxes may be collected as provided herein and deposited into the Principal and Interest Account and applied in accordance with this Ordinance.
- (g) The Issuer will timely and fully comply with all requirements of the Act, including particularly filing, all reporting and other requirements, to maintain its right to receive the Levied Taxes.
- Section 12. Sale of the Bonds. The Designated Officials are hereby authorized to proceed, without any further authorization or direction from the Corporate Authorities, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Order as may be, and thereupon be deposited with the City Treasurer and, after authentication thereof by the Bond Registrar, be by said City Treasurer delivered to the Underwriter, upon receipt of the

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

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

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

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

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

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

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

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

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

- (b) The Issuer shall then allocate from Bond proceeds, and other available funds, in excess of the requirements in (a) above, a sum necessary (i) to fund the Project Fund and (ii) for expenses incurred in the issuance of the Bonds, which shall be deposited in the Project Fund as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized.
- (c) Remaining funds, if any, net of amounts directly applied at closing to pay issuance costs or to fund the Project Fund, shall be set aside to pay Project related costs and applicable issuance costs not otherwise paid or provided for, which the Issuer shall maintain as a separate and segregated account and subaccount. Money in the Project Fund shall be withdrawn from time to time as needed for the payment of the Project and issuance expenses in (b) above for which funds were insufficient and for other authorized costs under applicable law, and paying the fees and expenses incidental thereto, as approved by a written opinion of Bond Counsel, and such money shall be disbursed by the Issuer from time to time for corporate purposes only upon submission to the City Treasurer or Finance Director or other appropriate financial officer of the following:
 - (i) If such disbursement is for payment to a supplier, materialman, or contractor for work done in connection with Project costs, documentation as is acceptable to the Mayor with respect to similar work and projects and, at the Mayor's direction, and not otherwise, a certificate executed by the engineer or architect in charge of the Project stating the amount of materials supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by such engineer or architect, the amount due and payable thereon, and the amount remaining to be paid in connection with such costs accompanied, as appropriate, by contractors, affidavits and mechanics' lien waivers; and
 - (ii) A duplicate copy of a payment direction signed by the Mayor or another appropriate officer of the Issuer, stating specifically the purpose for the authorized payment.

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

Funds on deposit in the Project Fund may be invested by the Finance Director, City Treasurer or other appropriate financial officer in Qualified Investments, subject to applicable investment yield restrictions. All investment earnings in the Project Fund shall first be credited to the Rebate Account (including for Yield Reduction Payments) as necessary to maintain the tax-exempt status of the Bonds and next shall be credited to the Project Fund.

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

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

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

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

- (a) <u>Discharge of Indebtedness</u>. If (i) the Issuer shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar and the Paying Agent shall have been paid, and (iii) the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the registered owners of all outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the Issuer to the registered owners of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.
- (b) <u>Provision for Payment</u>. Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Paying

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

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

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

Section 19. Amendment. The rights and obligations of the Issuer and of the registered owners of outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the registered owners of not less than two-thirds (2/3rds) of the principal amount of all outstanding Bonds (excluding any of such Bonds owned by or under the control of the Issuer) of the series of Bonds affected by any such supplemental ordinance, other than amendments not prejudicial to the rights of the registered owners of the Bonds (which may be conclusively determined by receipt of an approving opinion of Bond Counsel); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority, other than as herein provided, of any outstanding Bond or outstanding Bonds over any other outstanding Bond or outstanding Bonds, or otherwise alter or impair the obligation of the Issuer to pay from any pledged funds and Levied Taxes the principal of and interest on any of the outstanding Bonds at the time, place, rate, and in the currency provided herein, or alter or impair the obligations of the Issuer with respect to registration, transfer, exchange or notice or redemption of Bonds, without the written consent of the registered owners of all the outstanding Bonds affected; nor shall such modification or amendment reduce the percentage of the registered owners of outstanding Bonds required for the written consent of such modification or amendment without the written consent of the registered owners of all of the outstanding Bonds.

- <u>Section 20.</u> <u>Partial Invalidity</u>. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.
- Section 21. Registered Form. The Issuer recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.
- Section 22. Bond Registrar and Paying Agent. The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor registered owner. If requested by a Bond Registrar and/or Paying Agent, the City Administrator or Mayor of the City (or his or her designee) are authorized to execute the Bond Registrar's and/or Paying Agent's standard form of agreement between the City and the Bond Registrar and/or Paying Agent with respect to the obligations and duties of the Bond Registrar and/or Paying Agent hereunder, which may include the following:
 - (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
 - (b) to maintain a list of registered owners of Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to the extent lawful to keep such list confidential:
 - (c) to give notices of redemption of Bonds as provided herein;
 - (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
 - (e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
 - (f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

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

- <u>Section 23.</u> <u>Prior Inconsistent Proceedings</u>. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.
- <u>Section 24.</u> <u>Immunity of Officers and Employees</u>. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against

any past, present or future Mayor or other officer, alderman, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, council members, aldermen or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of the Bonds.

- Section 25. Not Private Activity Bonds. None of the Bonds is a "private activity bond" as defined in Section 141(a) of the Code. In support of such conclusion, the City certifies, represents and covenants as follows:
 - (a) No direct or indirect payments in violation of Section 141 of the Code are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit or private security or payment.
 - (b) None of the proceeds of the Bonds is to be used, directly or indirectly, in violation of Section 141 of the Code to make or finance loans to persons other than a state or local governmental unit.
- Section 26. Arbitrage Rebate. The Issuer recognizes that the provisions of Section 148 of the Code require a rebate to the United States in certain circumstances. Exemptions, in whole or in part, to such rebate requirements appear at Sections 148(f)(4)(D) and 148(f)(4)(C) of the Code and Section 1.148-7(d) of the Regulations concerning the small issuer, six-month, two-year and eighteen-month spending exceptions and may apply to this issue. In this connection, the Issuer covenants, represents and certifies as follows:
 - (a) The Issuer is a local governmental unit with general taxing powers.
 - (b) No Bond in this issue is a "private activity bond" as defined in Section 141(a) of the Code.
 - (c) All the net proceeds of the Bonds are to be used for the local government activities of the Issuer described in this Ordinance (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer). There are no "subordinate entities" to the Issuer.
 - (d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds as defined in the Code) issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is reasonably expected to exceed \$10,000,000 within the meaning of Section 148(f)(4)(D) of the Code.
 - (e) The Issuer shall execute and deliver an arbitrage regulation agreement related to this <u>Section 26.</u>
- Section 27. Certain Tax Covenants. The Issuer agrees to comply with all provisions of the Code which, if not complied with by the Issuer, would cause interest on the Bonds not to be tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Issuer agrees: (a) through its officers, to make such further specific covenants,

representations as shall be true, correct and complete, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel approving the Bonds; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance; (g) to execute, deliver and perform the Bond Purchase Agreement and the Disclosure Undertaking; (h) to certify abatement of taxes levied to pay Bonds; or (i) to fund the payment of issuance costs.

One purpose of this <u>Section 27</u> is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-0 *et seq.* of the Regulations dealing with arbitrage and rebate. The covenants and agreements contained herein and to be made at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

- (a) The Bonds are being issued to finance the Project, and to pay certain costs of issuance of the Bonds, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the "**Proceeds**") are needed for the purposes for which the Bonds are being issued.
 - (b) Proceeds of the Bonds will be applied as described in this Ordinance.
- (c) The Issuer has on hand no funds which could legally and practically be used for the financing of the Project which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used as herein provided, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section 27, "Yield" or "yield" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (computed upon the basis of a 360-day year of twelve 30-day months) produces an amount equal to the purchase price of the obligation, including accrued interest. The "purchase price" of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).
- (d) All principal proceeds of the Bonds, not directly applied to issuance costs, will be deposited in the Principal and Interest Account and used to pay Project costs, and

any accrued interest and premium received on the delivery of the Bonds will be deposited in an applicable subaccount of the Principal and Interest Account and used to pay the first interest due on the Bonds. Earnings on investment of moneys in any fund or account or subaccount will be credited to that fund or account. Issuance costs of the Bonds will be paid from the Principal and Interest Account, and no other moneys are expected to be deposited therein. Interest on and principal of the Bonds will be paid from the Principal and Interest Account. Proceeds will not be used for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

- (e) The Principal and Interest Account is established to achieve a proper matching of revenues and earnings with debt service in each Bond Year (i.e., each annual January 1 December 31 period). Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Principal and Interest Account will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Principal and Interest Account will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Principal and Interest Account, except the Pledged Account, will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Principal and Interest Account or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the Bonds. Any excess over such amount shall be credited to the Pledged Account.
- (f) Other than the Principal and Interest Account and the Pledged Account, no funds or accounts or subaccounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. Except for Proceeds applied to pay the costs of a Policy, no property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.
- (g) (i) All amounts on deposit in the Principal and Interest Account and all Proceeds, in the applicable accounts or subaccounts deposited ("Gross Proceeds") for the Bonds, to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds plus, for amounts, if any, in the Project Fund for a Project, after the three-year temporary period, only, 1/8 of 1%.
 - (ii) The following may be invested without Yield restriction:

- (A) amounts invested in obligations described in Section 103(a) of the Code (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("Tax-Exempt Obligations");
- (B) amounts deposited in the Principal and Interest Account that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months;
- (C) an amount not to exceed 5% (but not to exceed \$100,000) of Bond proceeds;
- (D) all amounts for the first 30 days after they become Gross Proceeds (i.e., the date of deposit in any fund or account securing the Bonds); and
- (E) all amounts derived from the investment of the Proceeds for a period of one year from the date received.
- (h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.
- (i) This subsection (i) incorporates the provisions of Section 10(b) concerning arbitrage rebate.
- (j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.
- (k) The payment of the principal of or the interest on the Bonds will not in violation of Section 141 of the Code, directly or indirectly, be (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.
- (l) None of the Proceeds will be used, directly or indirectly, to make or finance or refinance loans to persons other than a state or local governmental unit.
- (m) No user of the Project other than a state or local government unit will use such Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user thereof as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

- (n) Beginning on the 15th day prior to the Bond sale date, the Issuer has not sold or delivered, and will not sell or deliver (nor will it deliver within 15 days after the date of issuance of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.
- (o) No portion of the Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.
- (p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.
- (q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on the Bonds to which the Bonds otherwise are entitled.
- (r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.
- (s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be hedge bonds, arbitrage bonds or private activity bonds within the meaning of Sections 141, 148 or 149(g) of the Code. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.
- Section 28. Qualified Tax-Exempt Obligations. The Issuer recognizes the provisions of Section 265(b)(3) of the Code which provide that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates the Bonds under Section 265(b)(3) of the Code as "qualified tax-exempt obligations" as provided therein to the extent each such Bond is tax-exempt under Section 103 of the Code.
 - (a) The Issuer acknowledges that a "qualified tax exempt obligation" means a bond which is not a "private activity bond" as defined in Section 141(a) of the Code.
 - (b) The Issuer represents that including the Bonds, the Issuer (including any entities subordinate thereto) does not reasonably expect to issue in excess of \$10,000,000 in "qualified tax-exempt obligations" (other than non-501(c)(3) "private activity bonds") (as such terms are defined in the Code) during the calendar year of issuance of the Bonds.

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

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

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

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

Instruments of Further Assurance. The Official Statement is Section 31. approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Bonds. The Bond Purchase Agreement and the Disclosure Undertaking, in substantially the forms presented before the meeting of the Corporate Authorities at which this Ordinance is adopted, with such changes therein as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such ordinances and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the registered owners of the Bonds its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds and the application of Bond proceeds, all as herein provided. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or any other person, become and be subject to the lien of this Ordinance as fully and completely as though specifically described herein, but nothing contained in this Section 31 shall be deemed to modify or change the obligations of the Issuer under this Section 31.

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

Passed by the City Council this					day of _			, 2017.	
				***	*****	******	: *		
ATTES	ST: A _l	prove	d by the	: Mayoı	r this	day o	f	, 201	7. (seal)
Philip A	A. Goodv	vin, Cit	ty Clerk			Gary	L. Graha	nm, Mayo	or
ROLL CALL:	McCoskey	Meile	Kueker	Albrecht	Gilreath	Hagarty	Drolet	SUB TOTALS	
Nov									

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

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Issuer's Corporate Authorities held on February 6, 2017, insofar as same relates to the adoption of an ordinance numbered and entitled:

AN ORDINANCE OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2017, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of t	the
City of O'Fallon, Illinois, this 6th day of February, 2017.	

City Clerk

(SEAL)

STATE OF ILLINOIS)	
COUNTY OF ST. CLAIR)	
FILING CERTIFICATE	
I, the undersigned, do hereby certify that I am the duly qual	ified and acting County Clerk
of St. Clair County, Illinois, and as such official I do further cert	tify that on the day of
, 2017, there was filed in my office a duly certified copy of	Ordinance No entitled:
AN ORDINANCE OF THE CITY OF O'FALLON, ST ILLINOIS, PROVIDING FOR THE ISSUANCE OBLIGATION BONDS, SERIES 2017, PROVIDING SUCH BONDS AND FOR A LEVY OF TAXES TO PA OF AND INTEREST ON SUCH BONDS, AND RELAT	E OF GENERAL THE DETAILS OF Y THE PRINCIPAL
duly passed and approved by the Corporate Authorities of the City	of O'Fallon, St. Clair County,
Illinois, on the 6th day of February, 2017, and that the same has been	n deposited in the official files
and records of my office.	
IN WITNESS WHEREOF, I hereunto affix my official s	ignature and the seal of said
County, this day of, 2017.	
County Clerk of St. Cl	air County, Illinois
(SEAL)	



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Community Development Director

Walter Denton, City Administrator

Date: January 17, 2017

Subject: P2016 – 15: Evaluation of an amendment to the 2006 O'Fallon Comprehensive Plan

Future Land Use Map (1st Reading)

List of committees that have reviewed

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

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

Project Background and Summary

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

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

Legal Considerations, if any: None

Budget Impact: None

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

	NO.	ORDINANCE
--	-----	------------------

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

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

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

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

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

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

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

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

<u>Section 2. Filing.</u> 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.

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

		Passed	by the	City Co	uncil this _	d	lay of	20	017.	
			,	*****	*****	****	****			
ATTES	ST:					Appro	ved by the	he Mayo	r this	_ day
(seal)						of	2	017.		
-	A. Goodw			-				m, Mayo	r	
ROLL CALL:	McCoskey	Meile	Kueker	Albrecht	Hagarty	Gilreath	Smallhear	SUB TOTALS		
Aye								TOTALS		
Nay										
Absent										
ROLL CALL:	Roach	Marsh	Hursey	Drolet	Holden	Cozad	Gerrish	SUB TOTALS	SUM OF TOTALS	
Aye										
Nay										

 $I:\ P\ \&\ Z\ ZONEFILE\ Petitioner\ Files\ 2016\ Fifty\ \&\ Lawn\ Comp\ Plan\ Map\ Amendment\ Ordinance\ -\ 1-17-2017. docx$



PROJECT REPORT

TO: Planning Commission

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Community Development Director

DATE: December 13, 2016

PROJECT: P2016 – 15:

Evaluation of an amendment to the 2006 O'Fallon Comprehensive Plan Future Land Use Map

Summary

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

Future Land Use Map

Surrounding Proposed Land Uses:

North: Neighborhood Residential (orange)

East: General Commercial (red)
South: General Commercial (red)
West: Office / Service (purple)

Applicable Ordinances, Documents and Reports

<u>Public Notice</u>: 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.

Discussion Points/Issues

Existing Conditions

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

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

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

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

History

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

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

Proposed Amendment

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

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

General Commercial Designation

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

Neighborhood Residential Designation

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

Evaluation of Proposed Amendment

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

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

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

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

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

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

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

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

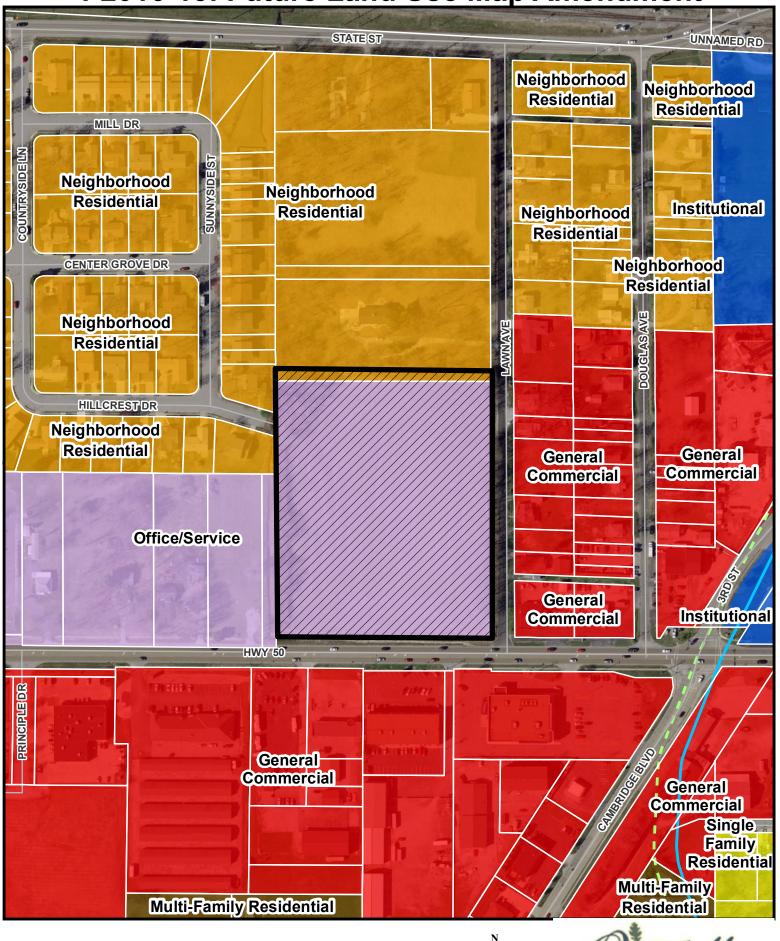
Staff Recommendation

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

Attachments

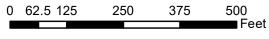
2006 O'Fallon Future Land Use Map of the Evaluation Area

P2016-15: Future Land Use Map Amendment STATEST





Subject **Property**









CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Community Development Director

Walter Denton, City Administrator

Date: January 17, 2017

Subject: S16-12 & P2016-16: Highway 50 and Lawn Avenue – Preliminary Plat and Planned

Use (1st Reading)

List of committees that have reviewed

The Planning Commission held a public hearing on the above referenced application at their December 13, 2016 meeting. The Commission heard a number of concerns from surrounding residents, including drainage, cut-through traffic, the retail land use and building façade. The Commission voted 5-ayes and 3-nay to approve the requested preliminary plat and planned use for the Highway 50 and Lawn development, subject to staff's recommended conditions and added conditions:

- 1. The required buffer behind the Dollar General store be continued all the way through Lot 2 of the development at the time the Dollar General store is constructed.
- 2. The residential development is restricted to single-family and two-family homes.
- 3. To restrict through traffic on the Hillcrest extension via a physical barrier or enforceable signage ordinance.

Staff and the developer have discussed the concerns raised at the Planning Commission meeting. The developer has provided a revised building elevation for the Dollar General building that incorporates the design principles outlined in the Commercial Design Handbook. Additionally, the developer is willing to address the cut-through traffic with the placement of signs or a physical barrier per the direction of the City Council.

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

Project Background and Summary

The applicant, Terry Johnson of Triple Net Management has filed an application requesting approval of a preliminary plat and planned use for parcels of land generally located at 648 West Highway 50, currently zoned SR-2 – Single-family Residence Dwelling District to be rezoned to B-1(P) – Planned Community Business District and MR-1(P) – Planned Two-, Three- and Four-Family Residence District and a Planned Use. The proposed development includes a 10,640 square foot Dollar General, 12,150 square foot multi-tenant retail building and 10 – attached single-family dwelling units (20 total dwelling units). The commercial lots would front on Highway 50, with a shared access point and an access to Lawn Avenue. The residential lots would be served by an extension of Hillcrest Drive from the Countryside Glen subdivision, which was stubbed to the project parcel, to Lawn Avenue.

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

Legal Considerations, if any: None

Budget Impact: None

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

- 1. A variance to reduce the required right-of-way on Hillcrest Drive from 54 feet to 50 feet.
- 2. The proposed building elevations for Dollar General, multi-retail building and residential dwellings are attached as Exhibit B in the Ordinance.
- 3. Improvement plans for all the common improvements and a final plat is required.
- 4. An IDOT permit is required for the work done in IDOT right-of-way.
- 5. The commercial lots will be subject to final development plans.
- 6. The improvements proposed along the entire length of Lawn Avenue will be triggered by any phase of development that has access to Lawn Avenue.
- 7. If home ownership is proposed, the lots will need to meet all federal, state and local laws.
- 8. 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).
- 9. The required buffer behind the Dollar General store be continued all the way through Lot 2 of the development at the time the Dollar General store is constructed.
- 10. The residential development is restricted to single-family and two-family homes.
- 11. The cul-de-sac alternative design shall be required to restrict through traffic on the Hillcrest.

AN ORDINANCE AMENDING ORDINANCE 623, ZONING DISTRICTS OF THE CITY OF O'FALLON, ILLINOIS (DEVELOPMENT KNOWN AS "HIGHWAY 50 AND LAWN AVENUE" DEVELOPMENT, CONSISTING OF APPROXIMATELY 6.44 ACRES OF PARCEL NUMBER: 04-30.0-300-026 AND 04-30.0-300-027

WHEREAS, the applicant, Triple Net Management, proposes to subdivide 6.44 acres of land into two commercial lots and 10 residential lots on the north side of Highway 50 and west of Lawn Avenue and 2.57 acres of the development is being 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 "B-1(P)" Planned Community Business District and 3.87 acres as "MR-2(P)" Planned Two-, Three- and Four-Family Residence 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 for the residential portion of the Highway 50 and Lawn Development; 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 Planning Commission of the City of O'Fallon, Illinois held a public hearing on December 13, 2016, in accordance with state statute, and recommended to amend the O'Fallon, Illinois Comprehensive Plan Future Land Use Map from *Office/Service* to 2.57 acres of *General Commercial* and 3.61 acres to *Neighborhood Residential* on Parcel #04-30.0-300-027 with a vote of 7 ayes to 1 nay.

WHEREAS, the Planning Commission of the City of O'Fallon, Illinois held a public hearing on December 13, 2016, in accordance with state statute, and recommended to approve the petitioner's request to obtain MR-2(P) Planned Two-, Three-, Four-Family Residence District zoning for Parcel #04-30.0-300-026 and 3.61 acres of Parcel #04-30.0-300-027 and B-1(P) Planned Community Business District zoning for 2.57 acres of Parcel #04-30.0-300-027 with a vote of 5 ayes to 3 nays; and

WHEREAS, on January 9, 2017 the Community Development Committee of the City Council reviewed the Comprehensive Plan for this general area, and evaluated the rezoning request, and subsequently recommended amending the Comprehensive Plan for this site and the surrounding *Office/Service* to 2.57 acres of *General Commercial* and 3.61 acres to *Neighborhood Residential* on Parcel #04-30.0-300-027; and

WHEREAS, the Community Development Committee of the City Council reviewed the applicants zoning request, and consistent with the proposed amendment to the Comprehensive Plan for Office/Business Service uses, recommended the petition for "Highway 50 and Lawn Avenue" to obtain MR-2(P) Planned Two-, Three-, Four-Family Residence District zoning for Parcel #04-30.0-300-026 and 3.61 acres of Parcel #04-30.0-300-027 and B-1(P) Planned Community Business District zoning for 2.57 acres of Parcel #04-30.0-300-027 with a vote of 5 ayes to 0 nays.

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

Section 1. Approval of the Zoning Amendment. That upon the effective date of this Ordinance, the described property, known as "Highway 50 and Lawn Avenue" Development, be henceforth classified as zoning district obtain MR-2(P) Planned Two-, Three-, Four-Family Residence District zoning for Parcel #04-30.0-300-026 and 3.61 acres of Parcel #04-30.0-300-027 and B-1(P) Planned Community Business District zoning for 2.57 acres of Parcel #04-30.0-300-027, with the following conditions of approval:

- 1. A variance to reduce the required right-of-way on Hillcrest Drive from 54 feet to 50 feet.
- 2. The proposed building elevations for Dollar General, multi-retail building and residential dwellings are attached as Exhibit B.
- 3. Improvement plans for all the common improvements and a final plat is required.
- 4. An IDOT permit is required for the work done in IDOT right-of-way.
- 5. The commercial lots will be subject to final development plans.
- 6. The improvements proposed along the entire length of Lawn Avenue will be triggered by any phase of development that has access to Lawn Avenue.
- 7. If home ownership is proposed, the lots will need to meet all federal, state and local laws.
- 8. 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).
- 9. The required buffer behind the Dollar General store be continued all the way through Lot 2 of the development at the time the Dollar General store is constructed.
- 10. The residential development is restricted to single-family and two-family homes.
- 11. The cul-de-sac alternative design shall be required to restrict through traffic on the Hillcrest.

<u>Section 2. Filing.</u> 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.

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

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Philip A	A. Goodwi	n, City	Clerk				Gary L	. Grahan	n, Mayor		-
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Aye Nay Absent



PROJECT REPORT

TO: Planning Commission

FROM: Justin Randall, Senior City Planner

Ted Shekell, Community Development Director

DATE: December 13, 2016

PROJECT: S16-12 & P2016-16: Highway 50 and Lawn Avenue – Preliminary Plat and Planned Use

Location: Northwest corner of Highway 50 and Lawn Avenue (648 West Highway 50)

Ward: 6

Applicant: Terry Johnson of Triple Net Management

Owner: Niteshkumar and Alka Patel

Submitted: November 7, 2016

Project Summary

The applicant, Terry Johnson of Triple Net Management has filed an application requesting approval of a preliminary plat and planned use for parcels of land generally located at 648 West Highway 50, currently zoned SR-2 – Single-family Residence Dwelling District to be rezoned to B-1(P) – Planned Community Business District and MR-1(P) – Planned Two-, Three- and Four-Family Residence District and a Planned Use. The proposed development includes a 10,640 square foot Dollar General, 12,150 square foot multi-tenant retail building and 10 – attached single-family dwelling units (20 total dwelling units). The commercial lots would front on Highway 50, with a shared access point and an access to Lawn Avenue. The residential lots would be served by an extension of Hillcrest Drive from the Countryside Glen subdivision, which was stubbed to the project parcel, to Lawn Avenue.

Existing Conditions

Subject Property

The subject property for the proposed Highway 50 and Lawn Avenue development is an approximate 6.44 multi-parcel property. The property is located on the northwest corner of intersection of Highway 50 and Lawn Avenue.

The property is currently used for agricultural proposes. The site generally slopes from a high point (elevation 558) along Lawn Avenue on the east side of the property down to a drainage ditch (elevation 544) on the west side of the property. According to the Illinois State Geological Survey, the proposed site is undermined by the St. Ellen Mine, which is located at a depth of approximately 210 feet. The subject property is located outside of any floodplain.

Surrounding Properties

The property surrounding the proposed Highway 50 and Lawn Avenue development is a mixture of non-residential and residential uses, including retail, office, restaurants and single and attached single-family residences. The following is detailed information on the surrounding zoning and land uses.

Surrounding Zoning: Surrounding Land Use:

North: SR-2, SR-3 and MR-2 North: Single-family residences along Lawn Avenue and single-

family and attached single-family homes in the Countryside Glen

subdivision.

East: SR-3 and B-2 East: Single-family residences along Lawn Avenue. Clete's

Automotive Repair and Towing, O'Fallon Glass and Mirror and BC

Signs are located on Highway 50.

South: B-1, B-2 and B-2(P) **South:** Across Highway 50 is Walgreens, a multi-tenant retail

development known as O'Fallon Centre, Easy Street Auto Wash

and a used car lot.

West: B-1, B-1(P), SR-2 and O-1(P) West: The north side of Highway 50 has a mixture uses, including

single-family residences, Scott Credit Union and a residence converted to a real estate office. South of Highway 50 includes

two multi-tenant retail centers, Denny's, Sonic and CVS.

Applicable Ordinances, Documents and Reports

<u>O'Fallon Comprehensive Plan:</u> The 2006 O'Fallon Comprehensive Plan Future Land Use Map depicts the entire 6.44-acre subject property as *Office / Service*. The proposed project would more appropriately fit within two separate land use designations. The commercial development along Highway 50 would be better classified as a *General Business* land use designation, while the attached single-family development would be better classified as a *Neighborhood Residential* land use category. Therefore, the proposed project is currently inconsistent with the Comprehensive Plan, however a proposed Comprehensive Plan Amendment that allows a mixed use development of commercial and attached single-family residences is proposed. A detailed report on a proposed change to the Future Land Use Map has been issued under file P2016-15.

<u>Code of Ordinances:</u> The proposed mixed use development that includes a 10,640 square foot Dollar General, 12,150 square foot multi-tenant retail building and 10 – attached single-family dwelling units (20 total dwelling units) is subject to Chapter 154 (Subdivision), Chapter 155 (Development Manual, and Chapter 158 (Zoning) and the Commercial Design Handbook. The development requires a preliminary plat and development plan. Additionally, the property is subject to the B-1 – Community Business District and MR-1 – Two-, Three- and Four-Family Residence District, including the area-bulk requirements.

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

Discussion Points/Issues

General Summary

The overall development of Highway 50 and Lawn Avenue is a 12 lot subdivision, with a common area for detention. The plan proposes two commercial lots along the frontage of Highway 50 as Lot 1 (1.08 acres) and Lot 2 (1.49 acres). Lot 1 is proposed for a 10,640 square foot Dollar General and Lot 2 includes a 12,150 square foot multi-tenant retail building. Additionally, the rear portion of the property is proposed for ten residential lots with attached single-family homes proposed, totaling 20 residences. The residential lots would be served by an extension of Hillcrest Drive from the Countryside Glen subdivision, which was stubbed to the subject property for the continuation of Hillcrest Drive to Lawn Avenue when the Countryside Glen subdivision was built. The residential component of the development would have a density of 6.75 units per acre, consistent with the *Neighborhood Residential* land use category of the Comprehensive Plan. The residential development of attached single-family homes could be developed under one ownership or as individual ownership, with a

demising wall to allow different ownership of each unit. The overall development is proposed in three phases and when completely constructed, with the entire site graded for drainage purposes and Lot 1 (Dollar General) developed initially. The developer is seeking buyers for the development of the attached single-family development and retail center development portion of the project.

Traffic Circulation/Parking

Existing Infrastructure:

The development parcel is a located at the northwest corner of Highway 50 and Lawn Avenue. Highway 50 is the primary road which delivers traffic to the site. The East-West Gateway Council of Governments has classified Highway 50 as a Minor Arterial. Highway 50 is a major east-west corridor through O'Fallon, serving a variety of land uses. At the location of the proposed development, Highway 50 is a two-lane state-maintained roadway with a middle bi-directional turn lane.

Lawn Avenue is classified as a Local street and serves as a connector between Highway 50 and State Street (both Minor Arterial streets) and serves a few single-family residences. Lawn Avenue is a residential street, with pavement widths varying between 18-20 feet. The intersection of Highway 50 and Lawn Avenue is approximately 400 feet west of the signalized intersection of Highway 50 and Cambridge Boulevard / 3rd Street.

Street Improvements:

During the development of the Countryside Glen subdivision, Hillcrest Drive was stubbed to the property line for future connection to the subject property and Lawn Avenue. The plan proposes extending Hillcrest Drive, from the stubbed location at the property line and the Countryside Glen subdivision to Lawn Avenue. The proposed extension would include a 36-foot wide street (back of curb to back of curb) within a 50-foot right-of-way, which is equivalent to the existing Hillcrest Drive to the west. The City's current codes regarding a residential minor and local streets is a 30-foot back of curb to back of curb road way within a 54-foot right-of-way. The applicant is requesting a variance to continue the Hillcrest Drive right-of-way at the existing 50 feet instead of 54 feet. The Public Works Department has reviewed the request and has found the sidewalks can still be located within the right-of-way and all of the public utility extensions are located within 15-foot utility easements.

Additionally, the proposal will provide improvements along the west side of Lawn Avenue. The proposed improvements include providing an additional 5 feet of right-of-way to the existing 50-foot right-of-way and increasing the pavement width from 18 feet to 24 feet and providing a curb. The improvements along Lawn Avenue are proposed from the northern property line of the subject parcel south to Highway 50. The improvements proposed along the entire length of Lawn Avenue will be triggered by any phase of development that has access to Lawn Avenue. Although, a portion of Lawn Avenue will be improved truck deliveries to the commercial sites, shall only access the commercial buildings from the Highway 50 access.

Ingress and Egress:

Access of the commercial sites will be by means of two points of access, the primary one on Highway 50 and a secondary access point on Lawn Avenue. The single point of access on Highway 50 will be a shared entrance for the Dollar General site and multi-tenant retail building. The entrance is proposed at 36 feet wide with an inbound lane and a right-turn lane and left-turn lane. The preliminary plat is showing an ingress/egress easement for the shared access point. The proposed access point on Highway 50 is 220 feet west of Lawn Avenue and is nearly centered between the shared access point of Walgreens and O'Fallon Centre and the shared drive for the car wash and used car lot. This access point should be the only access point used by trucks delivering goods to the commercial buildings. Since Highway 50 is a state-maintained road, an IDOT entrance permit will be required.

The access to Lawn Avenue for the commercial portion of the development is proposed at 26 feet wide, which would accommodate one inbound lane and one outbound lane. The access point is located approximately 260 feet from the intersection of Lawn Avenue and Highway 50.

On-site circulation:

On-site circulation has been reviewed by staff. It is staff's opinion that the layout depicted on the site plan will effectively address internal, as well as external traffic control. Typically, a cross access easement to the property to the west would be

required, however the western property line is the lowest point of the property which is where stormwater detention is most suitable. In order to accommodate the entire development parcel, the proposed detention area is quite large and prohibits cross access to the property to the west. Additionally, there is a large drainage ditch that runs between the two properties which severely limits cross access as well. The development does propose to extend Hillcrest Drive, which was stubbed to the property line to provide access to the homes in the Countryside Glen subdivision to Lawn Avenue and ultimately Highway 50.

Parking:

Retail sales type land uses are required to provide 4 parking spaces per 1,000 square feet of gross floor area. The 10,640 square foot Dollar General would require 43 parking spaces. The development has proposed 43 spaces with 2 accessible spaces, meeting the requirements of the City's parking regulations. The 12,150 square foot multi-tenant retail building would require 49 parking spaces. The site plan for Lot 2 is proposing 51 spaces, including 2 handicap spaces. While the total number of parking spaces meets the City's codes, when a site provides 51 – 75 parking spaces three accessible spaces are required.

Parking space size:

Code requires 10' x 19' parking spaces with 24' aisles (62' modules). The proposed development provides a note that all parking spaces will meet the required 10' x 19' size requirements. Additionally, a note is included that all accessible spaces will be 8' wide with an 8' wide accessible path for each space in accordance with the Illinois Accessibility Code.

Parking lot lighting:

The plan indicates all lighting fixtures will be full cut-off, with poles located in landscape islands. A full photometric plan will be provided to ensure the lighting of the parking lots will meet the minimum lighting standards for the parking lot and lighting spill over is minimized to the adjacent properties in accordance with city codes. Additional details on the lighting standards will need to be provided to ensure lighting is directed toward the ground to reduce glare as required in Section 158.143.

Utilities and Drainage

Public Utilities:

There are multiple water mains adjacent to the site including a 12" water main along the north side of Highway 50, a 6" water main on the east side of Lawn Avenue and a 6" water main west of the drainage ditch that runs adjacent to the western property line. The proposed water service for the commercial developments will come off the 12" water line located on the north side of Highway 50. The residential component of the project would be served by extending the 6" water main from the Countryside Glen Subdivision and looping into the 6" water line along the east side of Lawn Avenue. The water line extension is proposed on the south side of the Hillcrest Drive extension.

Sewer service will also be provided to the development via City infrastructure. There is an existing 8" sewer line that runs along the west side of Lawn Avenue that terminates approximately 250 feet north of Highway 50, plus an 8" sewer line that runs on the south side of Highway 50. However, due to grades the site would be served with a sewer line extension of the 8" sewer line from the Countryside Glen subdivision. The extension would run on the north side of the proposed Hillcrest Drive extension and include an 8" sewer line along the rear of the commercial development to serve the two proposed commercial buildings.

Drainage:

The site topography shows one major drainage basin area for the property. Generally, the site drains from a high point (elevation 558) along Lawn Avenue on the east side of the property down to a drainage ditch (elevation 544) on the west side of the property. There is a small portion of the site in the northeast corner that drains toward Lawn Avenue. The site is proposing one detention basin for the entire site on the western side of the property. The site is proposing to collect stormwater in inlets along the proposed Hillcrest Drive extension and piping the stormwater to the detention pond. The plan is proposing an inlet in the northeastern corner of the property along Lawn Avenue to assist in draining a ditch along Lawn Avenue into the detention pond as well. The commercial portion of the site will be collected throughout the parking lot areas and directed to the detention basin. The detention basin's outfall is proposed in the ditch on the western property line. The developer is working with the property owner of the ditch to construct a concrete swale in the ditch bottom to assist in the

ditch draining instead of holding water. Actual detention pond sizes, grading, pipe sizes, and inlets will be engineered for the final plat phase. All drainage plans must be reviewed and approved by Public Works Department.

Building and Site Improvements

The proposed commercial developments will have will have four-side visibility, thus the commercial building elevations will need to be designed with facades that meet the recommendations of the Commercial Design Handbook.

Dollar General building:

The Dollar General building elevations show a fully brick façade on all four sides of the building, however does little to provide varying building materials, nor does the building incorporate architectural components such as awnings and varying roof lines. By providing a building with an exterior that mixes building materials (creating a base, middle and top) and breaking up the façade with windows, awnings and varying building roof lines, parapets or cornices would provide a much nicer design, consistent with the new commercial buildings located in O'Fallon. Staff has provided a number of examples (Attachment 6) of Dollar Generals constructed that provides a number of architectural components recommended in the Commercial Design Handbook.

Multi-tenant retail building:

The proposed multi-tenant retail building does have many of the recommendation of the Commercial Design Handbook integrated into the design of the building, including brick and stone building materials and incorporating gabled and hipped roofs to break up the façade. The plan indicates the dumpsters for the commercial building would be located within an enclosure that is constructed of similar building materials of the buildings. Additionally, all mechanical units will need to be screened.

Attached single-family residences:

While the attached single-family homes are not governed by the Commercial Design Handbook, the elevations proposed include brick facades on the front, with varying roof lines, consistent with surrounding residential homes.

Signage

The planned use submittal does not include a sign package for the commercial buildings, other than the location of the freestanding monument signs for each property. The freestanding signs are located approximately 25 feet back from the right-of-way of Highway 50. Therefore, the size of the freestanding and wall signs will be required to meet the requirements of Article 9 of Chapter 158 of the Code of Ordinances.

Coal Mine

The proposed development site is located in an area the Illinois State Geological Survey has depicted as being undermined by the St. Ellen's Mine. The area has seen mine subsidence in the past and most recently in 2014. The city does not require any additional requirements for properties that are located over an underground mine. The developer must manage the risks associated with developing an area that has been undermined.

Sidewalk

Per City requirements, a sidewalk is to be installed in front of all new developments. The plan is proposing a sidewalk along Highway 50, Lawn Avenue and both sides of the proposed Hillcrest Drive extension. The expectation is each lot would construct the sidewalk when the lot was developed.

Landscaping and Buffer Requirements

A preliminary landscaping plan has been completed and submitted for the site. The landscape plan addresses parking lot landscaping, street trees and buffering for the entire site.

Parking Lot Landscaping:

The site plan meets the required 7-foot buffer around the perimeter of the parking lots, provides a tree and shrub in each of the single landscape islands and provides a street trees along the frontage of Highway 50 and Lawn Avenue.

Buffers:

Should the property be rezoned to B-1(P) and MR-1(P), additional landscape buffers are required between the proposed uses and adjoining properties. The landscaping code requires when a B-1 zone district adjoins O-1 zoning and MR zoning districts and when MR zoning districts adjoins SR zoning districts a structural buffer is required. According to the preliminary landscaping plan, the site will provide a structural buffer that includes a 6-foot high fence and a combination of one evergreen shrub planted every ten feet, an evergreen tree planted every 25 feet and one deciduous tree planted every 50 feet. The preliminary landscape plan provides for a landscape buffer between the two commercial sites and the proposed attached single-family development and the Dollar General site and the property to the west. Additionally, a landscape buffer is proposed between the attached single-family development and the single-family residence to the north.

Street Trees:

The preliminary landscape plan provides for a street trees along Highway 50 and Lawn, as well as Hillcrest Drive. Due to the size of the right-of-way proposed, the trees will need to be placed on the outside of the sidewalk and behind any utility easements.

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 1,000 people and the estimated subdivision population of 40 people (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).

Variances

Right-of-Way Width:

The development is requesting to extend Hillcrest Drive, in a manner that is consistent with the existing Hillcrest Drive. The existing Hillcrest Drive was platted with a 50-foot right-of-way and constructed with a 36-foot wide street (back of curb to back of curb). The city's current codes for residential minor and local streets is a 30-foot wide roadway (back of curb to back of curb) within a 54-foot right-of-way. The Public Works Department has reviewed the request and has found the sidewalks can still be located within the right-of-way and all of the public utility extensions are located within 15-foot utility easements. Therefore, staff recommends the reduction of the right-of-way on Hillcrest Drive from 54 feet to 50 feet.

Review and Approval Criteria

Section 158.119 of Article 6 "Planned Uses" lists several criteria for evaluating planned uses. Evaluation of the project based on these factors is included under each criterion.

- 1. The criteria governing the rezoning of the property and approval of site plans, as set forth in the standards and requirements found elsewhere in the zoning code or in other applicable law,
 - The project meets all applicable zoning standards except for the variance to the right-of-way width along the proposed extension of Hillcrest Drive.
- 2. The physical design of the proposed plan and the manner in which said design makes adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space and park dedication, and furthers the amenities of light, air, recreation and visual enjoyment.
 - The proposed development provides adequate provisions for public services, provides the necessary improvements to the control the potential increased traffic. The development of the project will improve the western half of Lawn Avenue near Highway 50, including widening the street to 24 feet. The east side of Lawn Avenue would be required to be improved, if the properties are ever redeveloped and additional right-of-way can be acquired for those improvements. Additionally, the project will utilize the existing stubbed Hillcrest Drive to provide additional connectivity for the Countryside Glen subdivision. The project greatly enhances pedestrian traffic opportunities on Highway 50 and Lawn Avenue with the construction of a 5-foot sidewalk. While this development is certainly going to change the current nature of the property from an agricultural farm field to a commercial and residential development, the project

would not significantly impact the Highway 50 corridor and the proposed improvements to Lawn Avenue should help address some of the impacts to Lawn Avenue.

- 3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood. The portion of the Highway 50 corridor in the area of the proposed project is a commercial corridor with a variety of retail, office, service and restaurant businesses. The proposal has limited the commercial development to the Highway 50 frontage and proposed attached single-family homes further back along Lawn Avenue. The proposed commercial development provides a buffer that includes a fence and landscaping to the proposed residential development and a similar buffer for the proposed attached single-family homes to the single-family residence to the north. The location of the commercial uses and the buffers should limit some of the concerns with trash, lighting and noise for the residents along Lawn Avenue. The residential development, which is consistent with the homes along Hillcrest Drive and Sunnyside Street in the Countryside Glen subdivision will also provide an additional buffer from the existing residences in the area.
- 4. The conformity with the standards and principles of the Comprehensive Plan and all other adopted regulations, including the Commercial Design Handbook dated July 6, 2009 and on file with the City Clerk. (Ord 3665; passed 5-3-10)

The change from an agricultural land use, designated on the Future Land Use Map as Office / Service use would not be consistent with the present Comprehensive Plan. However, staff has provided a proposed amendment to the Comprehensive Plan detailed in a separate staff report. If the City Council were to amend the Comprehensive Plan to Neighborhood Residential and General Commercial, the site would then be consistent. Additionally, the Commercial Design Handbook outlines a number of recommendations for building design. The proposed Dollar General building is proposed with 4 sides brick, however the building lacks a number of the recommended design principles. As currently proposed the building is inconsistent with the Commercial Design Handbook and should be designed in a way that create a building façade that provides a "base, middle and top" and breaks up the building facades with windows, awnings and varying the roof lines. Staff has provided a number of examples (Attachment 6) of Dollar Generals constructed that provides a number of architectural components recommended in the Commercial Design Handbook. The multi-tenant retail building does provide a building elevation that would be much more consistent with the Commercial Design Handbook design principles.

5. The use(s) are designed, located and proposed to be operated so that the public health, safety and welfare will be protected.

The proposed development is designed to be operated to protect the public health, safety and welfare.

6. An identified community need exists for the proposed use.

Yes, a community need exists for the proposed use. The current location of the Dollar General store is in an outdate shopping center, Southview Plaza. Southview Plaza has been in the process of vacating the businesses located in the plaza for the potential redevelopment of the site.

7. The proposed use(s) will not impede the normal and orderly development and improvement of the surrounding property, nor impair the use, enjoyment, or value of neighboring properties.

The development will not impede the normal and orderly development and use of the surrounding property, nor will it impair the use, enjoyment, or value of neighboring properties.

8. The degree of harmony between the architectural quality of the proposed building and the surrounding neighborhood.

The proposed Dollar General building lacks a number of architectural features and materials that make it aesthetically appealing and all four facades will need to be improved to ensure the building conforms to the recommendations of the Commercial Design Handbook. The multi-tenant retail building does provide a number of the recommendations of the Commercial Design Handbook and would enhance the architectural quality of the surrounding neighborhood. Additionally, the proposed attached single-family elevations are consistent with new homes constructed throughout the community, with varying building materials and roof lines and would be compatible with surrounding homes.

9. The appropriateness of the minimum dimensions and areas of lots and yards set forth in the applicable zoning district regulations.

The proposed development will be required to meet the area-bulk requirements set forth in the B-1 Community Business District and the MR-1 – Two-, Three- and Four-Family Residence District.

Staff Recommendation

Staff recommends approval of the project with the following conditions:

- 1. A variance to reduce the required right-of-way on Hillcrest Drive from 54 feet to 50 feet.
- 2. The proposed building elevations for Dollar General will need to be revised to incorporate the recommendations of the Commercial Design Handbook.
- 3. Improvement plans for all the common improvements and a final plat is required.
- 4. An IDOT permit is required for the work done in IDOT right-of-way.
- 5. The commercial lots will be subject to final development plans.
- 6. The improvements proposed along the entire length of Lawn Avenue will be triggered by any phase of development that has access to Lawn Avenue.
- 7. If home ownership is proposed, the lots will need to meet all federal, state and local laws.
- 8. 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

Attachment 1 – Project Application

Attachment 2 – Zoning Map

Attachment 3 – Surrounding Land Use Map

Attachment 4 – Current Future Land Use Map Designation

Attachment 4 – Site Plan

Attachment 5 – Building Elevations

Attachment 6 – Example Dollar General Elevations

CITY OF O'FALLON, ILLINOIS

RECEIVED NOV - 7 2016

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.")

	Date: 10-17-	16
Name of Subdivision: Fifty + Lawn	,	-
Name, Address, and Phone Number of Subdivider: Tellny	Johnson	
907 Fan Oaks, Caseyville,	IL	
Name, Address, and Phone Number of Engineer:	llow	
Woolpert, 343 FounTains PK	wy, FH	
Section: Township: 2	Range: 7	
Area of Tract: 6 @C Number of Proposed Lots: 12	_ Zoning: _SR-1 _S	R-20e
Property interest of applicant: () Owner () Contract Purchaser (Other Consulta	111
ADDI ICANT'S CHECKI IST	£	
APPLICANT'S CHECKLIST).5
REQUIREMENTS FOR SUBMITTAL	(YES	or NO)
X PAYMENT OF FILING FEE #270	v—	-
\times payment of engineering plan review fee 4 /,864	incl. planned	
6 PRINTS OF SUBDIVISION PLAT & ONE (1) 11" x 17" COPY	ye)
VARIANCES – (IF APPLICABLE) REQUESTS ATTACHED	- Que	٥
NARRATIVE LETTER PROVIDING AN OVERVIEW OF PROJE	ст <u>g</u> е	0
COMPLETION OF PRELIMINARY PLAT CHECKLIST	<u>ge</u>	0
COMPLETION OF PAYMENT RESPONSIBILITY FORM	<u> Ge</u>	Δ
X PRIVATE SUBDIVISION REGULATIONS ATTACHED (IF APPL	ICABLE)	
PHASE I DRAINAGE REPORT	LUES)
? .PDF COPY OF PLAT	ges	
SUBMITTAL IN CAD / GIS FORMAT (ON CD)	yes	
PROOF OF DEVELOPER'S OWNERSHIP INTEREST	yes	,
4.	U	
*SUBMISSION PACKETS MUST BE COMPLETED IN FULL OR THE BY THE CITY.	Y WILL NOT BE RECEI	VED

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



Planned Use / Re-Zoning Application

TILLINOIS	
NAME OF PROJECT: FLGY and Lau ADDRESS/GENERAL LOCATION: Hwy 50 at SUBDIVISION NAME & LOT NUMBER(S):	nd Lawn ST.
PARCEL NUMBER(S): 04-30.0-300	-027 648 WHWY 50 Cprus
PLEASE CHECK THE TYPE OF APPLICATION (PLEASE CHECK ONE): PLANNED USE RE-ZONING (STANDARD MAP AMENDMENT)	
SUMMARY DATA (RESPOND TO ALL THAT APPLY):	-
PROPOSED ZONING: SR-2 PROPOSED ZONING: 131 MR-200 PROPOSED # OF LOTS: 12 PROPOSED # OF DWELLING UNITS: 20	PROPOSED NUMBER OF BUILDINGS: 12 PROPOSED GROSS FLOOR AREA: 22, 790 AREA IN ACRES: 4 PRESENT USE: 49
APPLICANT INFORMATION:	DESIGN PROFESSIONAL INFORMATION:
NAME: Jenny Johnson COMPANY: The ple Net Mangement ADDRESS: 907 Fall Oaks Ar. Caseyville, IL 62232 PHONE: 977-8367 FAX: EMAIL: Lenny Je banden manny Com	NAME: Dave Dillow COMPANY: Weelpeat Eng. ADDRESS: 343 Focustaces Pkwy EH, IL 62208 PHONE: 632-7004 FAX: EMAIL: dave dillow & weelpear
SIGNATURE OF APPLICANT	SIGNATURE OF DESIGN PROFESSIONAL
DATE RECEIVED: STAFF USE OF APPLICATION RECEIVED BY: APPLICATION FEE: 500.00	PROJECT ID #:

RECEIVED NOV - 7 2016

S 16-12 +

Project Narrative For:

P2016-15

Fifty and Lawn, a planned unit development (PUD)

This project is proposed for the northwest corner of Highway 50 and Lawn Street on approximately 6 acres. The frontage on Highway 50 is proposed for B-1 zoning for two commercial lots consistent with other commercial properties across the street. The northern part of this property is proposed for MR-2 with 10 duplex lots which adjoins MR-2 zoning to the West. Hillcrest Drive will be extended to Lawn Street and create the 10 lots for a total of 20 units. This project will be developed potentially in three phases:

<u>Phase One:</u> We will grade the entire 6 acres to balance the property because of extreme slope to be southwest. We will also remove the trees along Lawn Street. We will sell lot #1 to a developer who will build an approximately 10,640 SF Dollar General store along with the regional detention basin that will serve the entire 6 acres, and the entrance to Highway 50 serving both commercial lots. Photos of the Dollar General elevations are attached.

<u>Phase 2:</u> Once we identify a developer for the duplexes, we will record the Final Plat for that area and sell the MR-2 and to the developer who will then extend Hillcrest Drive and make improvements to Lawn Street as required. The duplexes will be similar in design to the ones on Old Collinsville Road at St. Ellen development. Photos of these units are attached as reference.

Phase 3: We will sell lot #2 (the corner commercial lot). At this time we have not identified a purchaser or potential user for this lot. Currently we are marketing the site as a small retail center consistent with others along Highway 50 similar to the photo attached. The developer of this lot will be required to connect the rear parking lot of Dollar General to allow access to lawn Street. Improvements to Lawn Street will be made at that time if not earlier when the multifamily development is constructed.

<u>Please note that phase 2 and phase 3 may be flip-flopped depending on demand of</u> which development comes first.

About the developer: Terry Johnson is a commercial real estate broker / developer with 31 years' experience in the O'Fallon, Shiloh, and Fairview Heights area. Mr. Johnson is under contract to act as the landowner's developer under his company Triple Net Management Inc. Mr. Johnson is also a real estate broker with the Barber Murphy Group. Mr. Johnson has developed many properties in the O'Fallon area including the commercial lots across the street from this development, the recently developed restaurant plaza with the Egg and I and Bella Milano restaurants, and over 100 commercial land sales in the immediate area.

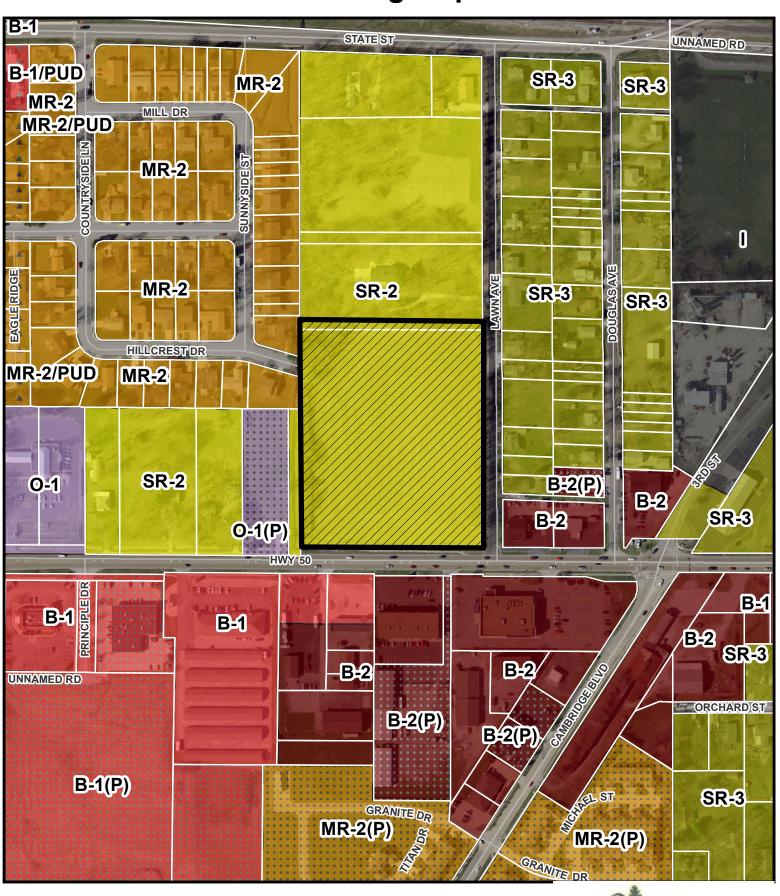


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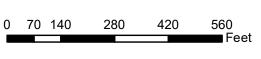
Fifty and Lawn
Variance From Design Criteria
O'Fallon Ordinances Section 155.032 N – Typical Roadway Section

The proposed roadway section does not conform with current city of O'Fallon standard details. Due to existing right of way width and existing roadway section of Hillcrest Drive west of the development the proposed roadway typical section is intended to match the existing section for a uniform roadway section for the extension of Hillcrest Drive.

P2016-16 & S16-12: Highway 50 and Lawn Avenue Zoning Map











P2016-16 & S16-12: Highway 50 and Lawn Avenue Surrounding Land Use Map





Subject Property

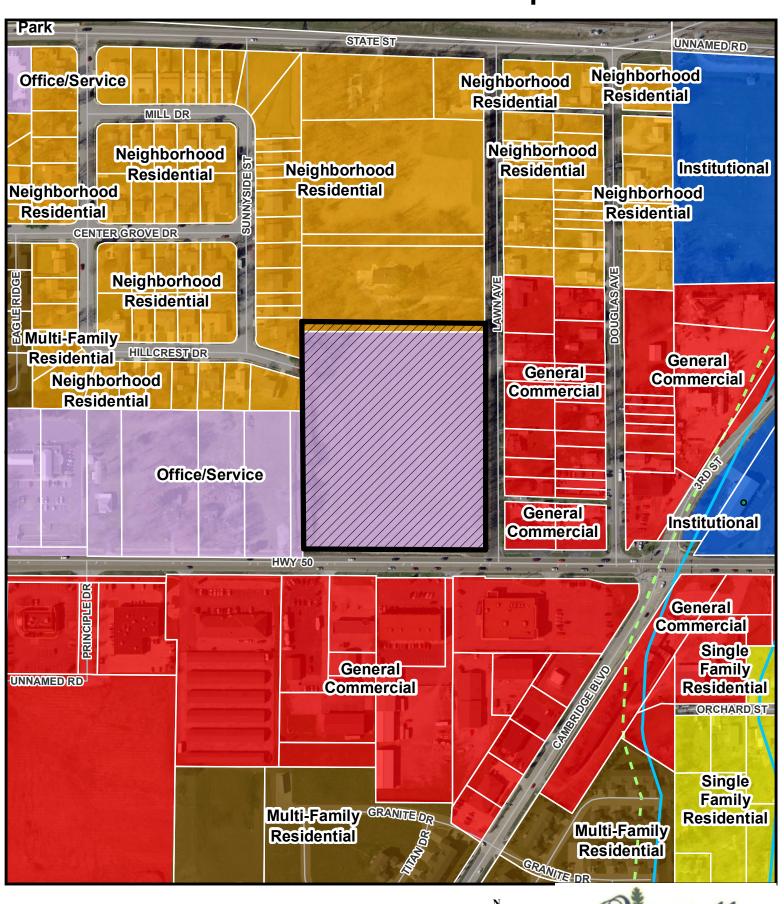




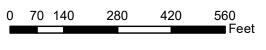
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P2016-16 & S16-12: Highway 50 and Lawn Avenue Furture Land Use Map

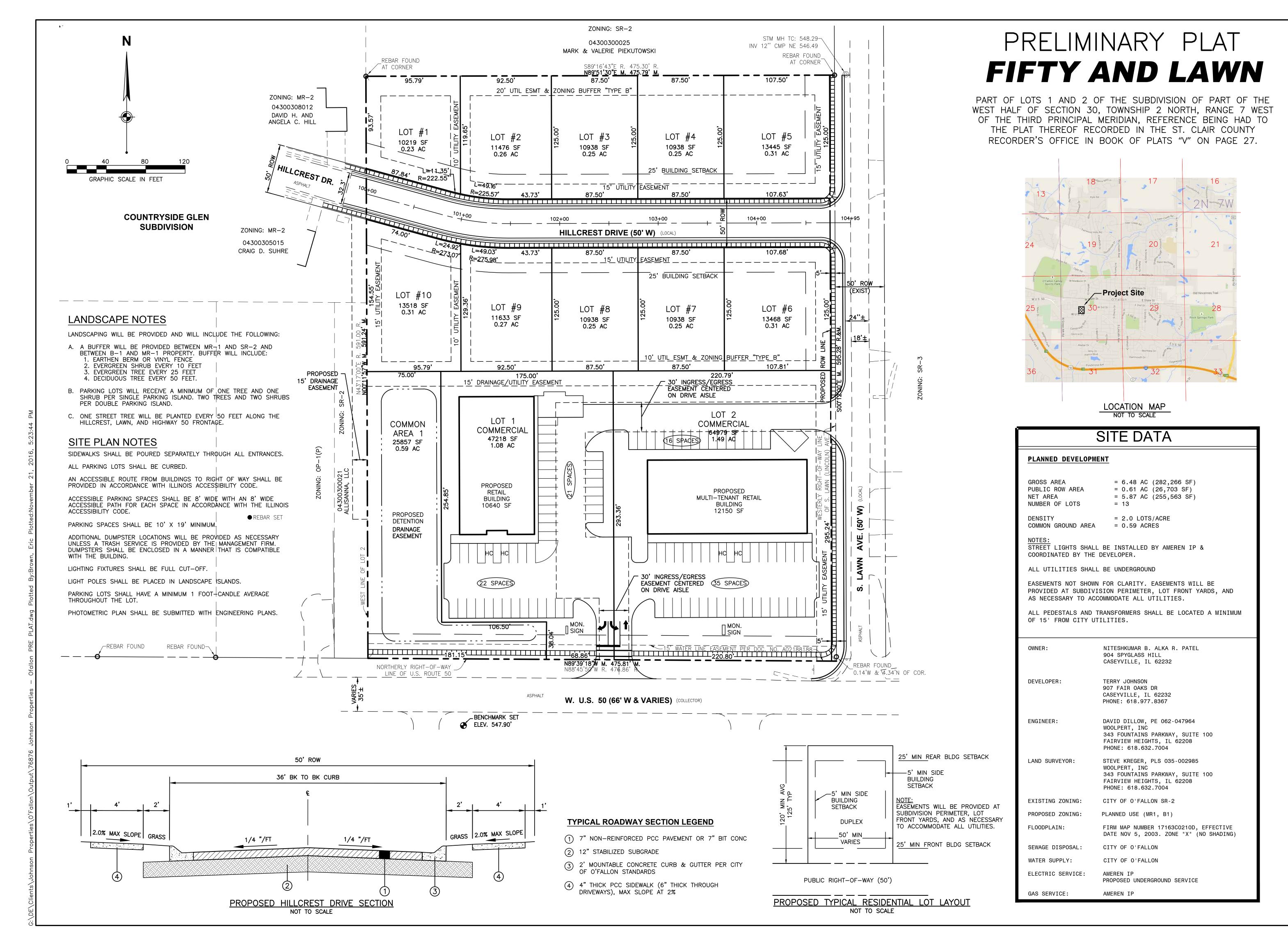






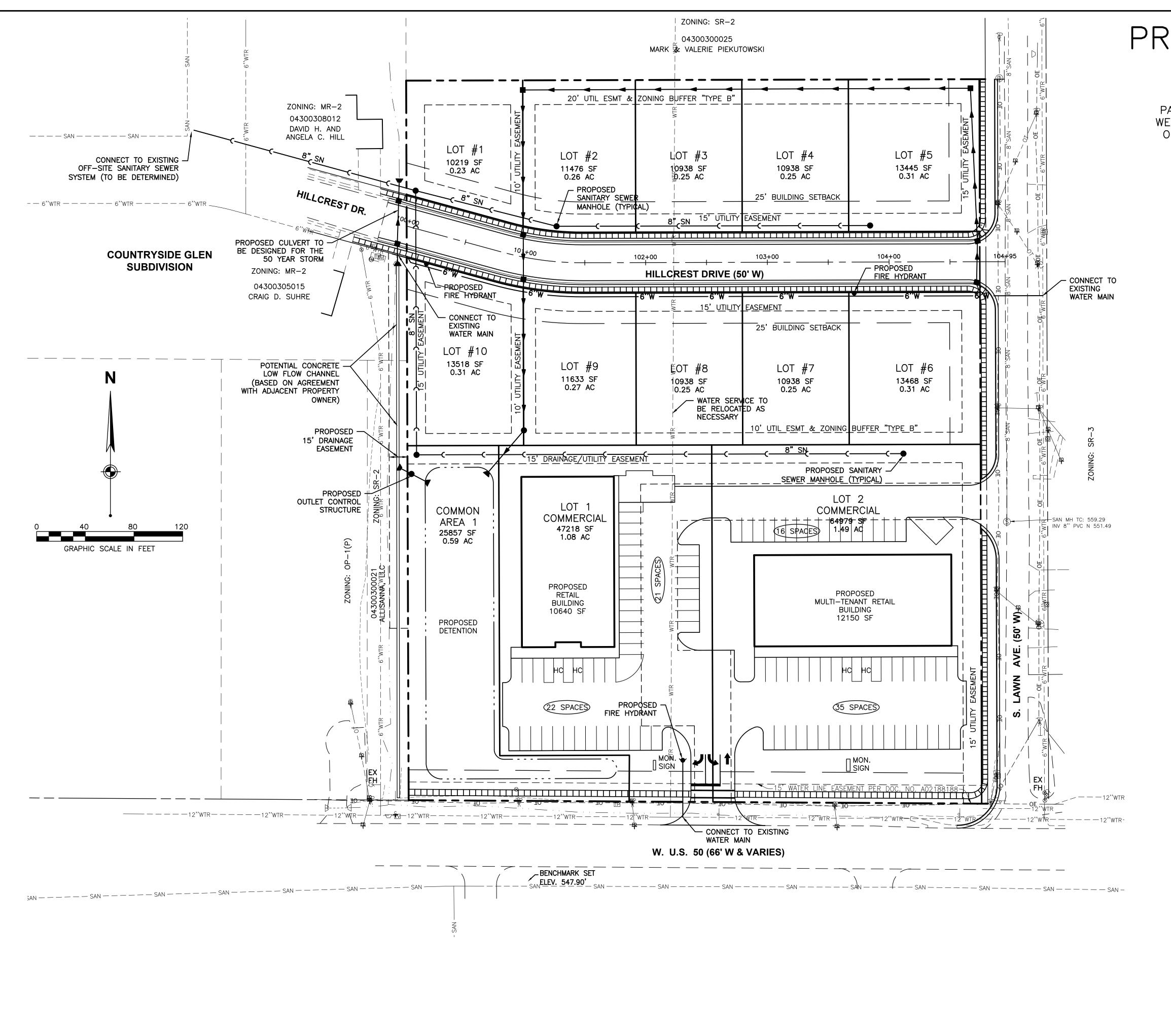






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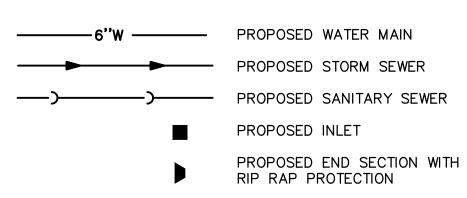
PRELIMINARY UTILITY PLAN FIFTY AND LAWN

PART OF LOTS 1 AND 2 OF THE SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN BOOK OF PLATS "V" ON PAGE 27.



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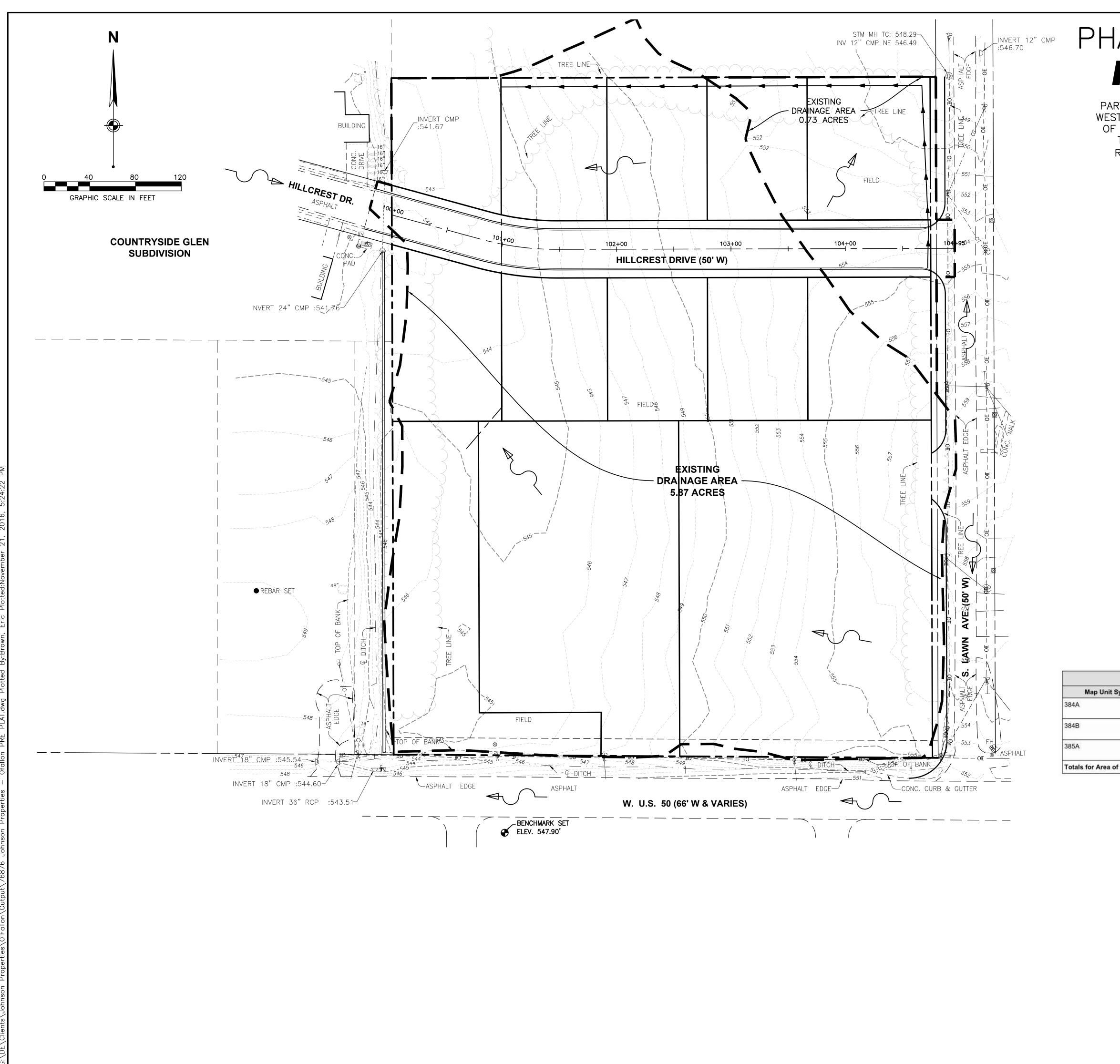
PROPOSED MANHOLE



 OLDERATION PROJECT No: Tocospatial Infrastructure and trains Parkway, Suite 100 Saseyville, IL 62232 Phone: 618.632.7004 ER: DAVID M. DILLOW, PE DEVELOPER
 PROJECT No: Tocospatial No. Tocos DATE 3/22/16 Per CITY PEVIEW COMM.
 No. DATE 3/22/16 Per CITY PEVIEW COMM.
 REVISION REVIEW COMM.

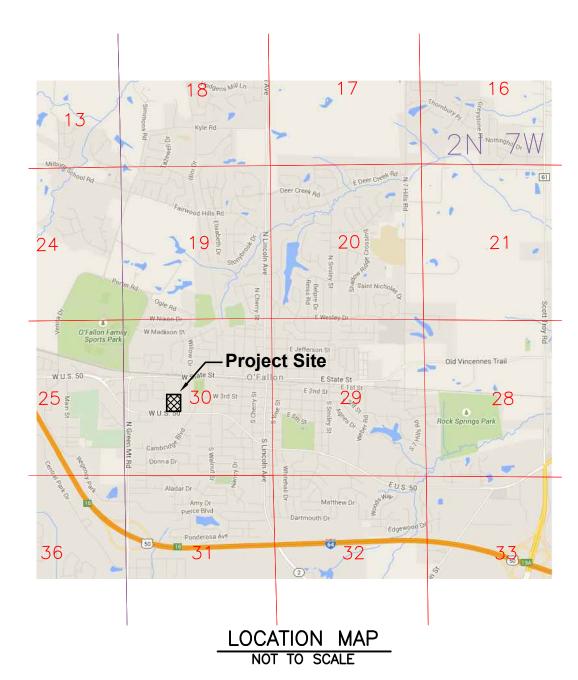
ST HWY 50 & SOUTH LAWN AVE LON, ST. CLAIR COUNTY, ILLINOIS

SHEET NO.



PHASE 1 DRAINAGE PLAN FIFTY AND LAWN

PART OF LOTS 1 AND 2 OF THE SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN BOOK OF PLATS "V" ON PAGE 27.



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EXISTING MINOR CONTOUR

---100--- EXISTING MAJOR CONTOUR

EXISTIGN DRAIN BASIN

EXISTING FLOW PATTERN

SOIL TYPES

St. Clair County, Illinois (IL163)						
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI			
384A	Edwardsville silt loam, 0 to 2 percent slopes	2.4	19.8%			
384B	Edwardsville silt loam, 2 to 5 percent slopes	4.2	35.0%			
385A	Mascoutah silty clay loam, 0 to 2 percent slopes	5.4	45.2%			
Totals for Area of Interest		12.0	100.0%			

 PROJECT No:
 No.
 DATE
 REVISION

 DATE
 9/22/16
 Programment

 DES.
 CKD.
 11/20/16
 UPDATED PER CITY REVIEW COMMENTS

В Тистиве
Suite 100
907 Fair Oaks Dr
is 62208
004
Phone: 618.977.83
EGER, PLS

DEVELOPER

MOOLPERATE

DESIGN | GEOSPATIAL | INFRASTRUCTURE

373 Fountains Parkway, Suite 100
Fairview Heights, Illinois 62208
Phone: 618.632.7004
ENGINEER: DAVID M. DILLOW, PE
SURVEYOR: STEVE KREGER, PLS

/Y 50 & SOUTH LAWN AVE ST. CLAIR COUNTY, ILLINOIS

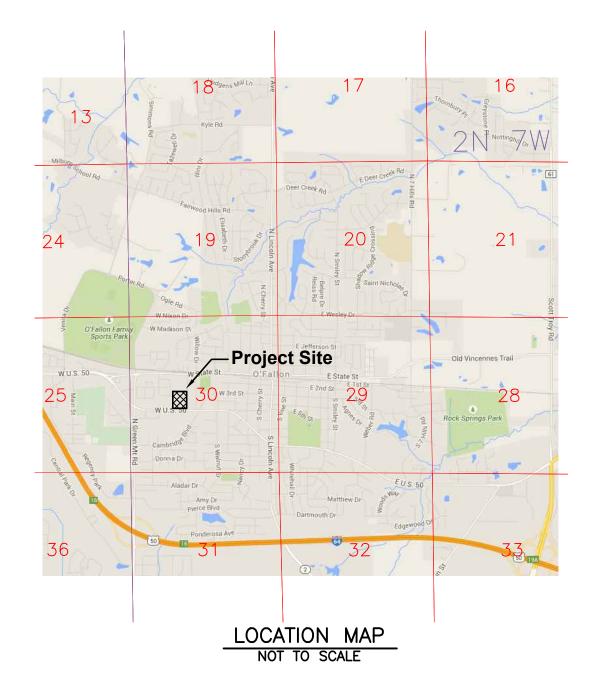
WEST HWY 50 & SOUTH LAW O'FALLON, ST. CLAIR COUNTY,

SHEET NO.

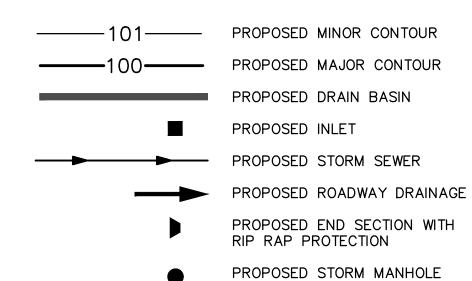
STM MH TC: 548.29-INV 12" CMP NE 546.49 10219 SF _0.23 AC 11476 SF 0.26 AC 13445 SF 0.31 AC 10938 SF 10938 SF 0.25 AC PROPOSED DRAINAGE AREA 543 **0.28 ACRES** PROPOSED GRAPHIC SCALE IN FEET DRAINAGE AREA 0.58 ACRES 50-YEAR -CULVERT **COUNTRYSIDE GLEN SUBDIVISION** HILLCREST DRIVE (\$0' W) PROPOSED DRAINAGE AREA 0.33 ACRES 13518 SF 0.31 AC PROPOSED -15' DRAINAGE LOT #8 1633 SF 0.27 AC 10938 SF 0.25 AC 10938 SF 0.25 AC LOT / COMMON PROPOSED OUTLET CONTROL STRUCTURE COMMERCIAL AREA 47218/SF 1.08/AC 25857 SF PROPOSED DRAINAGE AREA 0.59 AC 5.44 ACRES ASPHALT W. U.S. 50 (66' W & VARIES) _BENCHMARK SET **ELEV.** 547.90'

PHASE 1 DRAINAGE PLAN FIFTY AND LAWN

PART OF LOTS 1 AND 2 OF THE SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN BOOK OF PLATS "V" ON PAGE 27.



LEGEND



PROPOSED DRAINAGE NOTES:

DETENTION BASIN DISCHARGE AND CONCRETE SWALE ON WESTERN PROPERTY AS SHOWN CONCEPTUALLY BASED ON OBTAINING EASEMENT FROM ADJACENT PROPERTY OWNERS. IF EASEMENT IS NOT OBTAINED, IMPROVEMENTS TO EXISTING SWALE WILL NOT BE INSTALLED AND DISCHARGE FROM BASIN WILL BE INSTALLED ON LAWN AT 50 PROPERTY IN A DRAINAGE EASEMENT.

DATE DES. DR. CKD.

Y 50 & SOUTH LAWN AVE ST. CLAIR COUNTY, ILLINOIS

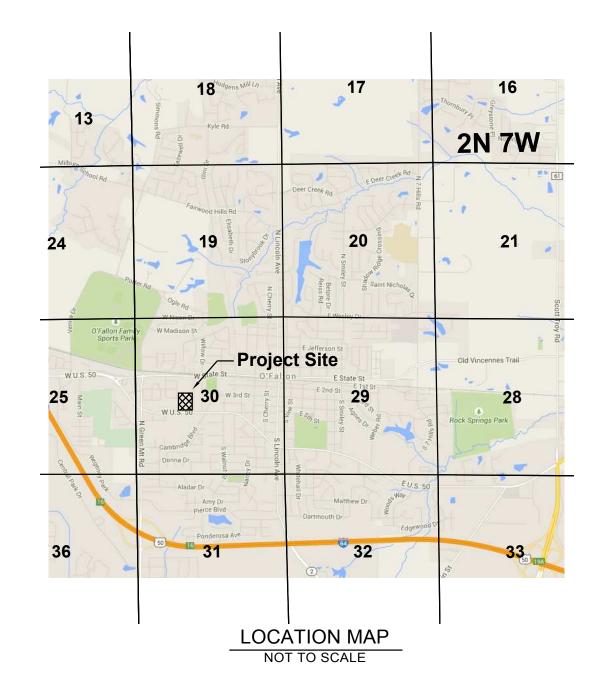
WEST HWY 50 & SOUTH LAW O'FALLON, ST. CLAIR COUNTY,

SHEET NO.

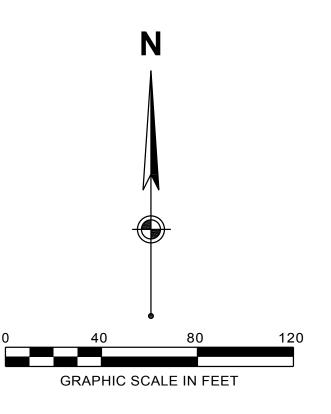
LOT #1 LOT #5 LOT #4 LOT #2 LOT #3 10219 SF 13445 SF 0.31 AC 11476 SF 0.26 AC 10938 SF 0.25 AC 10938 SF 0.25 AC LOT #10 13518 SF 0.31 AC LOT #9 LOT #6 LOT #8 LOT #7 11633 SF 13468 SF 0.31 AC 10938 SF 0.25 AC 10938 SF 0.25 AC LOT 2 LOT 1 COMMERCIAL COMMON COMMERCIAL AREA 1 47218 SF 25857 SF 0.59 AC MULTI-TENANT RETAIL BUILDING 10640 SF BUILDING 12150 SF PROPOSED 22 SPACES 35 SPACES ATER LINE EASEMENT PER DOC. NO. A02188188 W. U.S. 50 (66' W & VARIES) (COLLECTOR)

PRELIMINARY LANDSCAPE PLAN FIFTY AND LAWN

PART OF LOTS 1 AND 2 OF THE SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN BOOK OF PLATS "V" ON PAGE 27.







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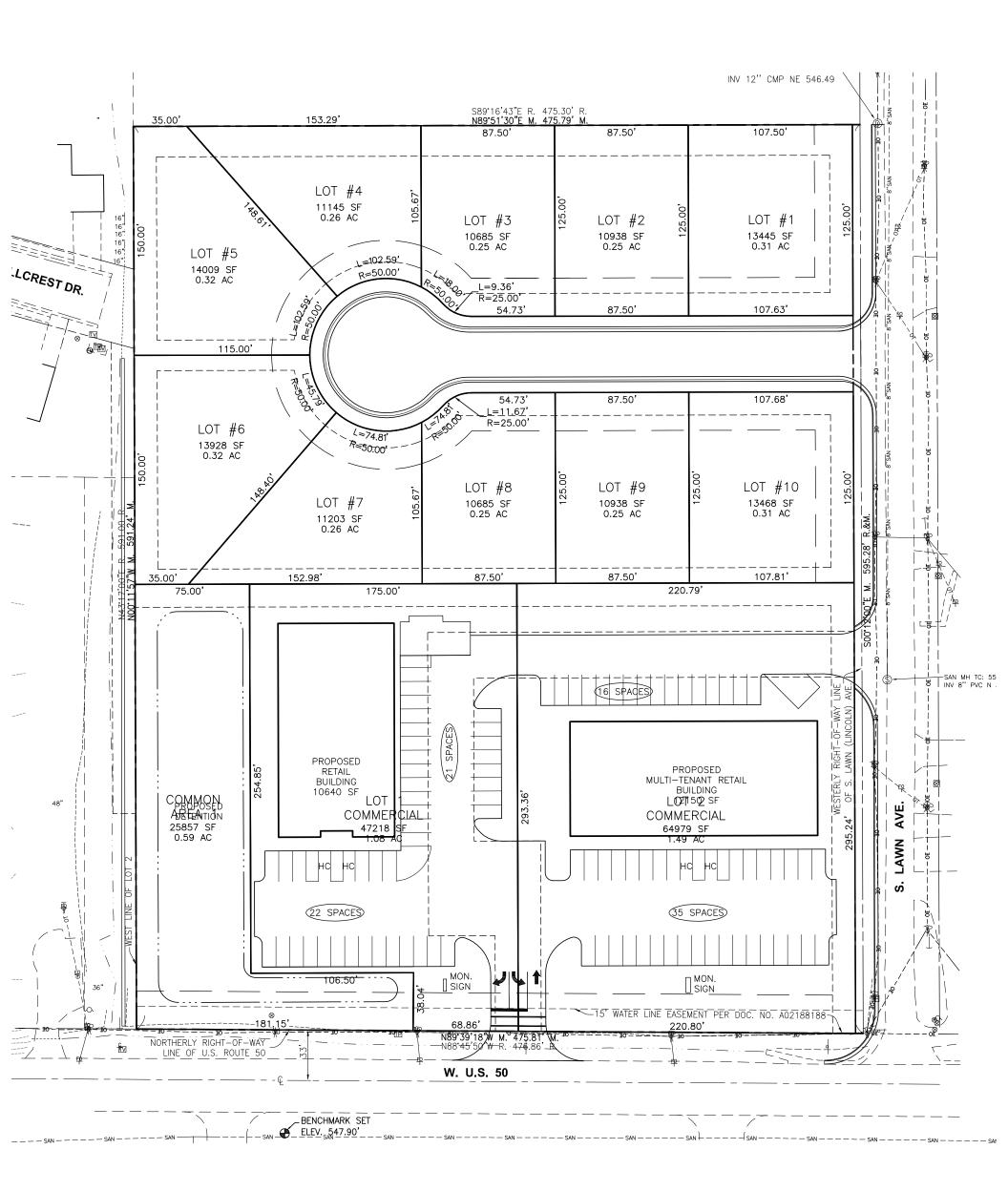
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1 of 1

LANDSCAPE NOTES

LANDSCAPING WILL BE PROVIDED AND WILL INCLUDE THE FOLLOWING:

- A. A BUFFER WILL BE PROVIDED BETWEEN MR-1 AND SR-2 AND BETWEEN B-1 AND MR-1 PROPERTY. BUFFER WILL INCLUDE:
 - 1. EARTHEN BERM OR VINYL FENCE
 - 2. EVERGREEN SHRUB EVERY 10 FEET
 - 3. EVERGREEN TREE EVERY 25 FEET 4. DECIDUOUS TREE EVERY 50 FEET.
- B. PARKING LOTS WILL RECEIVE A MINIMUM OF ONE TREE AND ONE SHRUB PER SINGLE PARKING ISLAND. TWO TREES AND TWO SHRUBS PER DOUBLE PARKING ISLAND.
- C. ONE STREET TREE WILL BE PLANTED EVERY 50 FEET ALONG THE HILLCREST, LAWN, AND HIGHWAY 50 FRONTAGE.







retail center on 10+2



duplexes



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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: January 17, 2017

Subject: Lincoln Park Villas - Final Plat (1st Reading)

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

Background

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

Legal Considerations, if any: None

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

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

CITY OF O'FALLON, ILLINOIS	
ORDINANCE NO.	

AN ORDINANCE APPROVING THE FINAL PLAT OF LINCOLN PARK VILLAS

WHEREAS, the City of O'Fallon Community Development and Public Work Departments have reviewed and subsequently recommend the Final Plat and associated improvement plans for the Lincoln Park Villas development; and

WHEREAS, on January 9, 2017, the Community Development Committee of the City Council reviewed the final plat and recommended approval with a vote of 5-0; and

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

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

Section 1. That the final plat of Lincoln Park Villas attached hereto as Exhibit A, be accepted and approved.

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

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

		Passed 1	by the C	City Cou	ncil this	da	ay of	20	17.	
			*	****	*****	*****	****			
ATTES	Γ:					Approv	ed by th	e Mayor	this	day
(seal)						of	20	17.		
Philip A	. Goodwi	n, City (Clerk			Gary L	. Grahan	ı, Mayor		
ROLL CALL:	McCoskey	Meile	Kueker	Albrecht	Hagarty	Gilreath	Smallhear	SUB TOTALS		
Aye Nay Absent										

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

CHAD

, 2016

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CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council

From: Eric Van Hook, Chief of Police

Walter Denton, City Administrator

Date: December 19, 2016

Subject: Ordinance rescinding Ordinance No. 3924, Towing Companies for the

Department of Public Safety.

List of committees that have reviewed: Public Safety

Background:

The City Code of Ordinances currently regulates towing companies providing services to the City of O'Fallon. The purpose of this Chapter is to provide a fair and impartial means of distributing City requests for towing services among qualified firms, and to ensure that such services are prompt, reasonably priced, and are provided in the best interest of the public as well as the interest of the efficient removal of said vehicles. This Chapter is not intended to, and does not, regulate tow services other than those dispatched or requested by City personnel. The Ordinance is in need of revision, and certain provisions of the amendment to Illinois Vehicle Code (625 ILCS 5/4-203.5) are relevant to the City's regulation of towing companies and should be adopted by the City of O'Fallon.

Legal Considerations, if any: Dale Funk

Budget Impact: None

Staff recommendation: Approval.

CITY OF O'FALLON, ILLINOIS ORDINANCE NO. _____, AN ORDINANCE RESCINDING ORDINANCE NO. 3924, TOWING COMPANIES FOR THE DEPARTMENT OF PUBLIC SAFETY

WHEREAS, City Ordinance No. 3924, currently regulates towing companies providing services in the City of O'Fallon; and

WHEREAS, the State of Illinois has amended the Illinois Vehicle Code by the addition of a section related to a Tow Ration List (625 ILCS 5/4-203.5); and

WHEREAS, City of O'Fallon is a Home Rule Municipality and is not obligated to adopt the aforementioned addition to the Illinois Vehicle Code; and

WHEREAS, however certain provisions of the amendment to Illinois Vehicle Code are relevant to the City's regulation of towing companies and should be adopted by the City of O'Fallon.

Now, Therefore, City of O'Fallon Ordinance No. 3924 is hereby rescinded in its entirety and replaced with the following.

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

- Section 1. The forgoing recitals are incorporated herein as findings of the City Council.
 - Section 2. The City hereby adopts the following rules and regulations.

A. Definitions

"Tow Firm" shall mean a sole proprietor, partnership, company, corporation or limited liability company operating a towing business.

"Towing Service" shall mean the provision of tow truck services in response to a dispatch or request from the City Police Department or any other City Department.

"Tow Truck" shall mean a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, towline or dolly or otherwise exclusively used to render assistance to other vehicles.

B. Purpose

It is the purpose of this Chapter to prescribe regulations for the operation of Tow Trucks in the removal of motor vehicles which are illegally parked, abandoned, involved in accidents, or which constitutes obstruction to traffic or snow removal operations, or which constitute public nuisances. It is the further purpose of this Chapter to provide a fair and impartial means of distributing City requests for towing services among qualified firms, and to insure that such services are prompt and reasonably priced and are provided in the best interest of the public as well as the interest of the efficient removal of said vehicles. This Chapter is not intended to and does not regulate tow services other than those dispatched or requested by City personnel. The provisions hereof shall, at all times, be subject to applicable statutory requirements and Illinois Commerce Commission and orders pertaining to commercial towing.

C. Eligibility

Any towing firm shall become eligible to be listed on the City's tow rotation list and participate in the assignment of service calls by the Police Department if it meets the following requirements.

- 1. Must meet all of the requirements outlined in 625 ILCS 5/12-606: Tow-Trucks; Identification; Equipment; Insurance except sub paragraph (d) of Section 5/12-606 of the Illinois Vehicle Code.
- 2. Must be able to respond, with the necessary equipment, to the location of a police department request for a tow within thirty (30) minutes of the original request.
- 3. Must provide an attendant on call, capable of responding to police request for towing.
- 4. Must provide an appropriate twenty-four (24) hour a day telephone number where the service can be contacted and, where vehicle owners can be referred.
- 5. Must respond with the appropriate equipment to the scene of a call, regardless of whether it is for an accident or an abandon/disabled vehicle and should avoid the handling of other business while en route.
- 6. Must hold a valid authority issued to it by the Illinois Commerce Commission.
- 7. Must insure every person operating a towing or recovering vehicle on behalf of the towing service, has completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation.
- 8. Must provide storage facilities within the corporate limits of the City of O'Fallon. In order to provide the best customer service, all vehicles towed at the request of the police department shall be stored at the O'Fallon location, unless other arrangements are made with the owner of the vehicle and/or the O'Fallon Police Department. The facility shall be easily located, accessible to the public and open

for the release of vehicles during regular business hours (continuous staffing not necessary).

- 9. All vehicles must be made available for inspection by City personnel to ensure compliance with the law and this chapter to include;
 - a. Valid vehicle registration
 - b. Display of property tow truck registration
 - c. Be in compliance with weight limits
 - d. Display of Illinois Commerce Commission and Federal Department of Transportation numbers.
- 10. Must possess and maintain the following.
 - a. Comprehensive automobile liability insurance with minimum combined single limit coverage of One Million and 00/100 Dollars (\$1,000,000.00).
 - b. Commercial general liability insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
 - c. One Hundred Thousand and 00/100 Dollars (\$100,000.00) minimum garage keeper's legal liability insurance.
 - d. One Hundred Thousand and 00/100 Dollars (\$100,000.00) minimum onhook coverage or cargo insurance.
 - e. A Worker's compensation policy covering every person operating a tow truck on behalf of the towing firm.
- 11. Shall not transfer the responsibility for an assigned tow to another firm. If the service originally contacted cannot respond, O'Fallon Police dispatch shall be notified. The police department has sole responsibility for reassigning a tow request. **NOTE:** If service cannot be provided due to equipment failure, prior commitment or other circumstances, police dispatch shall be notified so that the firm can be taken "out of service" until such time as they are available to respond as required.
- 12. Must notify the Director of Public Safety, in writing, of any changes in firm ownership or location.

The Director of Public Safety may add additional requirements based upon the specific needs of the police department.

D. Tow Rotation List

1. Any towing firm interested in being added to the "call out" rotation shall submit to Director of Public Safety an application provided by the City Police Department along with a fee schedule.

- 2. The "call out" rotation will be based upon a regular sequence of events (i.e. every call, day of the week, weekly rotation, etc.) and shall be determined without preference to any service provider. Qualified firms will be notified in advance of the "call out" sequence to be utilized.
- 3. No member of the O'Fallon Department of Public Safety can have a financial interest in a tow firm included in the "call out" rotation and no financial consideration can be afforded a member of the department.

E. Towing

1. If the owner or operator of a disabled vehicle is present at the scene of the disabled vehicle, is not under arrest, and does not abandon his or her vehicle, and in the law enforcement officer's opinion the disabled vehicle is not impeding or obstructing traffic, illegally parked, or posing a security or safety risk, the law enforcement officer shall allow the owner of the vehicle to specify a towing service to relocate the disabled vehicle provided the tow can be completed in a reasonable amount of time. If the owner is not present or has no preference as to which towing service shall be utilized, the O'Fallon Police Department shall have the vehicle removed by the towing firm next on the "Call Out" rotation and the vehicle shall be taken to its storage facility for safe keeping.

F. Removal of Hazards

After being dispatched by the Police Department for a tow, the tow truck operator shall cooperate with the police officer in removal of hazards and illegally parked vehicles as requested by the police officer. The police officer shall determine when such a vehicle shall be impounded or moved and the tow truck operator shall abide by the officer's decision. The tow truck operator shall be responsible for removing the vehicle and all parts and debris from the vehicle from the scene and for clearing the roadway of debris, glass and fluids. Should the removal of the debris or fluids from the roadway be beyond the tow operator's capability, other services maybe summoned to assist.

G. Storage

- 1. The tow firm will be responsible for protection of the vehicle and its contents until it is claimed by the owner or disposed of by the O'Fallon Police Department.
- 2. Storage yards shall be fenced and secured against theft and damage and available for inspection. The fenced area will have a minimum of 1000 square feet for storage.
- 3. Storage facility within the City shall meet all zoning requirements and shall be maintained in accordance with all applicable City of O'Fallon ordinances.

- 4. The tow firm shall agree to waive storage fees, upon request by the O'Fallon Police Department, until such time as the firm has been notified that the vehicle is eligible for release for vehicles:
 - i. Seized, held or impounded by the O'Fallon Police Department
 - ii. Being held as evidence in pending court cases
 - iii. Held under court order

H. Rates

- 1. Tow firms must, on or before January 1st of each years, submit to the Director of Public Safety on forms provided by the Police Department, a complete list of rates for services provided. Fees charged to tow customers shall not include extra charge for labor.
- 2. Tow firms must post the rate for services provided at the storage facility in plain sight for the public and provide a written copy of the rates to any motorist who inquires.
- 3. Tow firms must agree that if the registered owner or other person legally entitled to operate the vehicle shall arrive on scene prior to removal or towing of the vehicle, the vehicle shall be disconnected from the tow truck and that person shall be allowed to remove the vehicle without interference, upon payment of a reasonable fee of not more than one-half (1/2) the posted rate for the service had the tow been completed.

I. Release/Inspection of Vehicles

- 1. Tow firms shall make every effort to accommodate the release of vehicle towed, upon payment for services rendered.
- 2. Tow firms shall not release any vehicles with "hold" orders placed on them by the O'Fallon Police department. This includes guidelines under the Impoundment of Motor Vehicle (Administrative Tow Fee) O'Fallon City Code of Ordinances Chapter 70 Section 70.086.
- 3. Tow firms shall not release a vehicle unless the claimant can prove rightful ownership or possession, (i.e. title, registration, insurance card) along with identification of the person claiming the vehicle. If the claimant is not the rightful owner, that person must have a notarized letter from the owner authorizing the claimant to take possession of the vehicle or personal items.
- 4. Tow firms must release items of personal property (i.e. child safety seat, medications) to the lawful owner on request prior to payment of any charges, provided the property is contained within the vehicle and is not an essential part of the vehicle. Any items removed from the vehicle shall be noted on the pink copy of the tow report provided by the police department. Any questions regarding ownership of the vehicle or its contents shall be directed to the Police Department.

The hours of availability shall be 06:00 to 18:00 hours Monday through Friday and 06:00 through 12:00 on Saturdays, except on days the business is closed in recognition of a holiday or due to a bona fide emergency.

- 5. Except for vehicles with a police hold for evidence or seizure, all vehicles stored or impounded as a result of the tow ordered by the Police Department, shall be made available for release to the owner of the vehicle or his/her authorized representative and also be made available to the owner's, insurance agent, insurance adjuster, or body shop or car dealer for the purpose of estimating or appraising damages. The hours of availability shall be 06:00 to 18:00 hours Monday through Friday and 06:00 through 12:00 on Saturdays, except on days the business is closed in recognition of a holiday or due to a bona fide emergency situation.
- 6. Vehicles impounded by towing firm shall be accessible to the Police Department personnel at any time requested by the Police Department.

J. Equipment

- 1. Emergency lights shall be used at the scene and while towing a vehicle.
- 2. The name, address and telephone number of the tow firm shall be conspicuously displayed on both sides of the truck in letters at least two (2) inches high.
- 3. All trucks shall be available for inspection to insure compliance with the law and this policy.

K. Cause for Suspension or Removal from "Call Out" Rotation

- 1. Failure to comply with the laws of the State of Illinois or the requirements outlined in this Ordinance.
- 2. Repeated and continual failure to respond promptly when called for service.
- 3. Repeated bona fide complaints from the O'Fallon Police Department personnel or the public.
- 4. Repeated damage to property as a result of poor performance while towing or storing a vehicle.
- 5. Any action or actions that obstruct the O'Fallon Police Department or jeopardize the public confidence in the O'Fallon Police Department.
- 6. Any criminal wrong-doing.
- 7. Bona fide complaints of overcharging.
- 8. Inept performance as determined by the Director of Public Safety.

L. Complaint Procedure – Services of Towing Operator

- 1. All complaints of improper action on the part of the tow firm, by the public or the O'Fallon Police Department personnel will be investigated and a report will be sent to the Director of Public Safety.
- 2. If upon investigations the allegations are confirmed, the Director of Public Safety shall notify the tow firm, in writing, of the results of the investigation. The firm shall be informed of its right to request a hearing on the allegations. The request must be made to the Director of Public Safety, in writing, within ten (10) business days of the date of the notification. The hearing will be held at the O'Fallon Public Safety Building before the Director of Public Safety. The hearing will take place within ten (10) business days of receipt of the request for a hearing.
- 3. Corrective measures shall range from written warning, temporary removal from the "Call Out" rotation or permanent removal from the call out rotation.

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.

		Passe	d by th	e City C	ou	ncil th	is_		day of _		_ 2016.
				****	**	****	**	*****	****	**	
ATTES	T:							Approv	ed by th	e Mayor	this day
(seal) of 2016.											
Philip A	. Goodwi	n, City (Clerk					Gary L	. Grahar	n, Mayor	
ROLL CALL:	McCoskey	Meile	Kueker	Albrecht	Al	lbrecht	Н	agarty	Drolet	SUB TOTALS	
Aye Nav											
Absent											
											•
ROLL CALL:	Roach	Hursey	Marsh	Smallhee	er	Holde	n	Cozad	Gerrish	SUB TOTALS	SUM OF TOTALS
Aye											
Nev	ı	1	1	1		1		1	1		ı

Absent



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Community Development Director

Walter Denton, City Administrator

Date: December 19, 2016

Subject: P2016-14: Flying Aces - Planned Use (1st Reading)

List of committees that have reviewed The Planning Commission held a public hearing on the above referenced application at their November 22, 2016 meeting. The Commission voted 5-ayes and 2-nays to approve the requested Planned Use application for Flying Aces Lounge, subject to the amended conditions recommended by staff, to include a note on the discussion of the Commission on video gaming based on the testimony given by the applicant. At the December 12, 2016 Community Development Committee meeting, the committee reviewed the proposed Flying Aces. The committee discussed the planned use and recommended approval with a vote of 3 ayes – 1 nays.

Project Update

The Community Development Committee discussed the planned use at the November 28, 2016 meeting and asked for staff to reach out to Scott Air Force Base. Staff received comment back from the base, "The only concern would be to ensure there is no excessive noise created by the new establishment. Directly behind the property is one of our housing areas and we need to maintain compatible quality of life noise levels for the residents."

Project Background and Summary

The applicant, Nathan Schmidt of K & S Enterprises, LLC, has filed an application requesting approval to operate a 1,400 square foot restaurant and alcohol sales in an existing retail center located at 829 Siebert Road. The retail center is located just west of the Shiloh gate at Scott Air Force Base. The applicant is requesting the property be rezoned from "B-1" Community Business District, to "B-1(P)", Planned Community Business District to allow the restaurant with alcohol sales. The restaurant interior will seat approximately 50 persons, including the bar seating. Proposed hours of operation will be Sunday to Saturday 11:00 AM to 2:00 AM. The entire retail center building is approximately 8,300 square foot in size and has a mixture of tenants.

At the Planning Commission meeting, the applicant noted their interest in also having video gaming as a part of the business operations. The Commission discussed the applicant's interest in video gaming. Staff provided the Commission with an overview of the state and city regulations regarding video gaming and the requirements to have a liquor license to obtain a video gaming license from the state.

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

Legal Considerations, if any: None

Budget Impact: None

Staff Recommendation: Staff recommends approval of the use, with the following conditions:

- 1. Testimony given at the Planning Commission indicated the applicant would also be interested in video gaming as a part of the applicant's business plan.
- 2. A variance to the number of required parking spaces, so long as 3 accessible spaces are provided in accordance with the Illinois Accessibility Code.
- 3. This Planned Use rezoning approval includes approval of a restaurant with alcohol sales at 829 Seibert Road.
- 4. A liquor license will be required to serve alcohol at this location.
- 5. Any building modifications will require a Building Permit.
- 6. Temporary and permanent signage will require a Sign Permit.

ORDINANCE NO.	
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AN ORDINANCE AMENDING ORDINANCE 623, ZONING DISTRICTS OF THE CITY OF O'FALLON, ILLINOIS (DEVELOPMENT KNOWN AS "FLYING ACES") TO BE AT 829 SIEBERT ROAD ON PARCEL NUMBER: 09-10.0-301-004

WHEREAS, the applicant, Nathan Schmidt of K & S Enterprises, LLC, has filed an application requesting approval of a planned use rezoning to authorize a restaurant with alcohol sales at 829 Siebert Road in O'Fallon, Illinois; and

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

WHEREAS, the Planning Commission of the City of O'Fallon, Illinois held a public hearing on November 22, 2016, in accordance with state statute, and recommended to approve the petitioner's request to obtain a B-1(P) Planned Community Business District zoning for the property with a vote of 5 ayes to 2 nays as outlined in the adopted Planning Commission Report, attached hereto and declared to be an inseparable part hereof (Exhibit A); and

WHEREAS, on December 12, 2016 the Community Development Committee of the City Council reviewed the rezoning and recommended approval with a vote of 3 ayes to 1 nay.

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

Section 1. That upon the effective date of this Ordinance, the described property, known as "Flying Aces", be henceforth classified as zoning district B-1(P) Planned Community Business District, as a restaurant with alcohol sales, with the following conditions:

- 1. Testimony given at the Planning Commission indicated the applicant would also be interested in video gaming as a part of the applicant's business plan.
- 2. A variance to the number of required parking spaces, so long as 3 accessible spaces are provided in accordance with the Illinois Accessibility Code.
- 3. This Planned Use rezoning approval includes approval of a restaurant with alcohol sales at 829 Seibert Road.

- 4. A liquor license will be required to serve alcohol at this location.
- 5. Any building modifications will require a Building Permit.
- 6. Temporary and permanent signage will require a Sign Permit.

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

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

		Pass	sed by t	he City	Council th	nis	_ day of		2017.	
				****	*****	*****	*****	*		
ATTES	T:					Approv	ed by the	e Mayor	this	day
(seal)						of			_ 2017.	
Philip A	. Goodwi	n, City	Clerk			Gary L	. Grahan	ı, Mayor		
ROLL	McCoskey	Meile	Kueker	Albrecht	Hagarty	Gilreath	Smallhear	SUB	1	
CALL:								TOTALS		
Aye Nav	1	+			1	+		 		

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

Absent



PROJECT REPORT

TO: Planning Commission

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Community Development Director

DATE: November 22, 2016

PROJECT: P2016-14: Flying Aces Lounge- Planned Use Rezoning

Location: 829 Seibert Road

Applicant: K & S Enterprises, LLC, 3410 Fairway Drive, Highland, IL 62249

Owner: Gary & Sue Clinton, 2620 Lauren Lake Drive, Belleville, IL 62221

Submitted: October 19, 2016

Project Summary

The applicant, Nathan Schmidt of K & S Enterprises, LLC, has filed an application requesting approval to operate a 1,400 square foot restaurant and alcohol sales in an existing retail center located at 829 Siebert Road. The retail center is located just west of the Shiloh gate at Scott Air Force Base. The applicant is requesting the property be rezoned from "B-1" Community Business District, to "B-1(P)", Planned Community Business District to allow the restaurant with alcohol sales. The restaurant interior will seat approximately 50 persons, including the bar seating. Proposed hours of operation will be Sunday to Saturday 11:00 AM to 2:00 AM. The entire retail center building is approximately 8,300 SF in size and has a mixture of tenants.

Existing Conditions

Surrounding Zoning: Surrounding Land Use:

North: A, Agricultural (City) North: Agricultural East: B-1, Community Business (City) East: Retail and SAFB

O-3, Scott Airport Overlay (County)

South: O3, Scott Airport Overlay (County) South: Residential West: B-1, Community Business (City) West: Office and SAFB

O-3, Scott Airport Overlay (County)

Applicable Ordinances, Documents and Reports

O'Fallon Comprehensive Plan:

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

Code of Ordinances:

The zoning hearing has been triggered due to §158.116 of the O'Fallon Code of Ordinances which requires planned use approval for "any proposed amendment or change in zoning to a use offering liquor sales and/or consumption on- or off-premises." Due to this requirement, the applicant is requesting a change of zoning from B-1 Community Business District, to B-1(P), Planned Community Business District. The proposed rezoning is subject to Chapter 158 (Zoning) of the Code of Ordinance and must meet the requirements of the B-1 Community Business District.

Public Notice:

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

Discussion Points/Issues

Land Use

The subject property is identified as *General Commercial* on the Future Land Use Map of the Comprehensive Plan, and commercial, office and Scott Air Force Base operations surround the subject property to the north, east, west and south. The building is a multi-tenant retail space and has previously been used for multiple restaurants and multiple retail/office uses. A restaurant with alcohol sales is a consistent land use in the *General Commercial* land use category. The closest residence is approximately 320' south of the retail center.

Building

As noted, the entire retail center is approximately 18,300 square foot in size, totaling three buildings. The building in which the proposed restaurant is located is approximately 8,500 square feet. The proposed restaurant will occupy approximately 1,400 square feet and a number of other retail, office and restaurant tenants. The interior finish of the restaurant will include small kitchen, restrooms, bar, and table seating.

Parking

The existing paved parking area provides 86 parking spaces; however, the site has no accessible spaces. These parking spaces are shared by all tenants of the retail center. Restaurants require 9 spaces per 1,000 square feet and retail and office uses require 4 spaces per 1,000 square feet. Overall, there is 18,276 square feet of building, which if all of the site was retail would require 73 parking spaces. The site currently has two restaurants, Subway (1,200 square feet) and Shannon's Kitchen (1,200 square feet) and this would be the third restaurant for a total of 3,800 square feet. The restaurant tenant spaces would 34 parking spaces and the remain building would require 58 spaces for a total of 92 parking spaces, 6 less than the amount provided. Additionally, since the site currently does not have any accessible spaces and 3 spaces are required by law, staff is recommending with the approval of the restaurant land use the site need to have at least one accessible space per building.

Additionally, the restaurant spaces are small in nature and do not have a ton of seating like a typical restaurant. However, if additional restaurant spaces are going to be leased in the plaza, there will need to be analysis to ensure there will not be a parking problem in the future.

Therefore, based on the nature of the restaurants and the ability to get accessible parking spaces up to code, staff recommends approval of a reduction in the parking required for the plaza.

Signage

The building is permitted to display one wall sign in accordance with the City's sign regulations. A separate sign permit will be required to display such signage.

Hours of Operation

It was noted that proposed hours of operation will be 11:00 AM to 2:00 AM daily. This is consistent with a Class A Liquor License.

Review and Approval Criteria

Section 158.119 of Article 6 "Planned Uses" lists several criteria for evaluating planned uses. Evaluation of the project based on these factors is included under each criterion.

- 1. The criteria governing the rezoning of the property and approval of site plans, as set forth in the standards and requirements found elsewhere in the zoning code or in other applicable law, *The project meets all applicable zoning standards.*
- 2. The physical design of the proposed plan and the manner in which said design makes adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space and park dedication, and furthers the amenities of light, air, recreation and visual enjoyment. The proposed development will not have a significant impact on traffic.
- 3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood. The new restaurant will not negatively affect adjacent properties. There are a number of commercial businesses, including restaurants, in the existing plaza.
- 4. The conformity with the standards and principles of the Comprehensive Plan and all other adopted regulations, including the Commercial Design Handbook dated July 6, 2009 and on file with the City Clerk. (Ord 3665; passed 5-3-10)
 - The proposal is consistent with the Comprehensive Plan and the Commercial Design Handbook is not applicable in this case.
- 5. The use(s) are designed, located and proposed to be operated so that the public health, safety and welfare will be protected.
 - The proposed development is designed to be operated to protect the public health, safety and welfare.
- 6. An identified community need exists for the proposed use. Yes, a community need exists for the proposed use.
- 7. The proposed use(s) will not impede the normal and orderly development and improvement of the surrounding property, nor impair the use, enjoyment, or value of neighboring properties.
 - The development will not impede the normal and orderly development and use of the surrounding property, nor will it impair the use, enjoyment, or value of neighboring properties.
- 8. The degree of harmony between the architectural quality of the proposed building and the surrounding neighborhood.
 - The existing building is similar to and will not detract from many of the structures surrounding the property.
- 9. The appropriateness of the minimum dimensions and areas of lots and yards set forth in the applicable zoning district regulations.
 - The proposed development meets the area-bulk requirements set forth in the B-1 Community Business District.

Staff Recommendation

Staff recommends approval of the Planned Use Rezoning to allow the Flying Aces Lounge restaurant and alcohol sales at 829 Seibert Road with the following conditions:

- 1. A variance to the number of required parking spaces, so long as 3 accessible spaces are provided in accordance with the Illinois Accessibility Code.
- 2. This Planned Use rezoning approval includes approval of a restaurant with alcohol sales at 829 Seibert Road.
- 3. A liquor license will be required to serve alcohol at this location.
- 4. Any building modifications will require a Building Permit.
- 5. Temporary and permanent signage will require a Sign Permit.

Attachments

Attachment 1 – Project Application

Attachment 2 - Narrative

Attachment 3 – Zoning Map, Future Land Use Map and Aerial Map



Planned Use / Re-Zoning Application

	TVC
PLEASE CHECK THE TYPE OF APPLICATION (PLEASE CHE PLANNED USE - \$250 - CHA RE-ZONING (STANDARD MAP AMENDMENT)	00~
SUMMARY DATA (RESPOND TO ALL THAT APPLY):	- AID
PRESENT ZONING: B-I	PROPOSED NUMBER OF BUILDINGS: N/A
PROPOSED ZONING: B-I(P)	PROPOSED GROSS FLOOR AREA: 1,200 50.
PROPOSED # OF LOTS: N/A	AREA IN ACRES: N/A
PROPOSED # OF DWELLING UNITS: NA	PRESENT USE: VACANT RETAIL SPACE
I Appropriation	
APPLICANT INFORMATION:	DESIGN PROFESSIONAL INFORMATION:
INAME: Nathan Schmidt (Enterpr	DESIGN PROFESSIONAL INFORMATION:
3 NAME: Nather Schmidt (Enterprises, LLC	COMPANY:
3 NAME: Nather Schmidt (Enterprises, LLC) 3 ADDRESS: 3410 Fairway Dr	rises, UC) AME: N/A - EXISTING BUI
NAME: Nather Schmidt Enterprises, LLC 3 COMPANY: K & S Enterprises, LLC 3 ADDRESS: 3410 Fairway Dr 3 Highlenel, IL 62249	COMPANY:ADDRESS:
NAME: Nather Schmidt Enterprises, LLC 3 ADDRESS: 3410 Fairway Dr Highland, IL 62249 (DPHONE: 618-975-58178	COMPANY: ADDRESS: PHONE:
NAME: Nather Schmidt Enterprises, LLC COMPANY: K & S Enterprises, LLC ADDRESS: 3410 Fairway Dr Highland, IL 62249 DPHONE: 618-975-58178 FAX:	COMPANY: ADDRESS: PHONE: FAX:
NAME: <u>Nather</u> Schmidt (Enterpart) COMPANY: K & S Enterprises, LLC SADDRESS: 3410 Fairway Dr Highland, IL 62249 DPHONE: 618-975-58178 FAX:	COMPANY: ADDRESS: PHONE:
NAME: Nather Schmidt Enterprises, LLC COMPANY: K & S Enterprises, LLC ADDRESS: 3410 Fairway Dr Highland, IL 62249 DPHONE: 618-975-58178 FAX:	COMPANY: ADDRESS: PHONE: FAX:

K & S Enterprises, LLC

D/B/A: Flyin' Aces Lounge

Chris Korte and myself (Nathan Schmidt) are seeking a business approval to construct a store in the City of O'Fallon, Illinois. We would like to present to you the idea of building an upscale lounge at the address of 829 Seibert Road, O'Fallon, Illinois. Our idea came to us as we were searching for the perfect location, we feel as if the lounge would be very successful in the Scott Gate Plaza. I have reached out to Gary Clinton and signed a lease with him for the retail space he has to offer. With the space provided we wish to establish an upscale lounge in which the tenants of Scott Air Force Base and surrounding area may use to relax, meet friends, grab a bite to eat, or have a beverage. There will also be comfortable seating and television provided for games and such. We believe there will be a significant amount of people wanting a clean upscale environment. With that being said our food items would include homemade pizzas, wings, and various appetizers. We would also like to incorporate a cocktail list to quench their thirst. The target market we are seeking is adults ages 21-55 which can be achieved from the traffic count that enters and leaves Scott Air Force Base on a daily basis. We are requesting a liquor license from the city of O'Fallon and insure our city, state, and federal requirements are maintained, as well as good standing with the city. Thank you for your time and we look forward to doing business in O'Fallon, Illinois.

Nathan Schmidt

618-975-5878



P2016-14: Flying Aces Lounge - Zoning Map



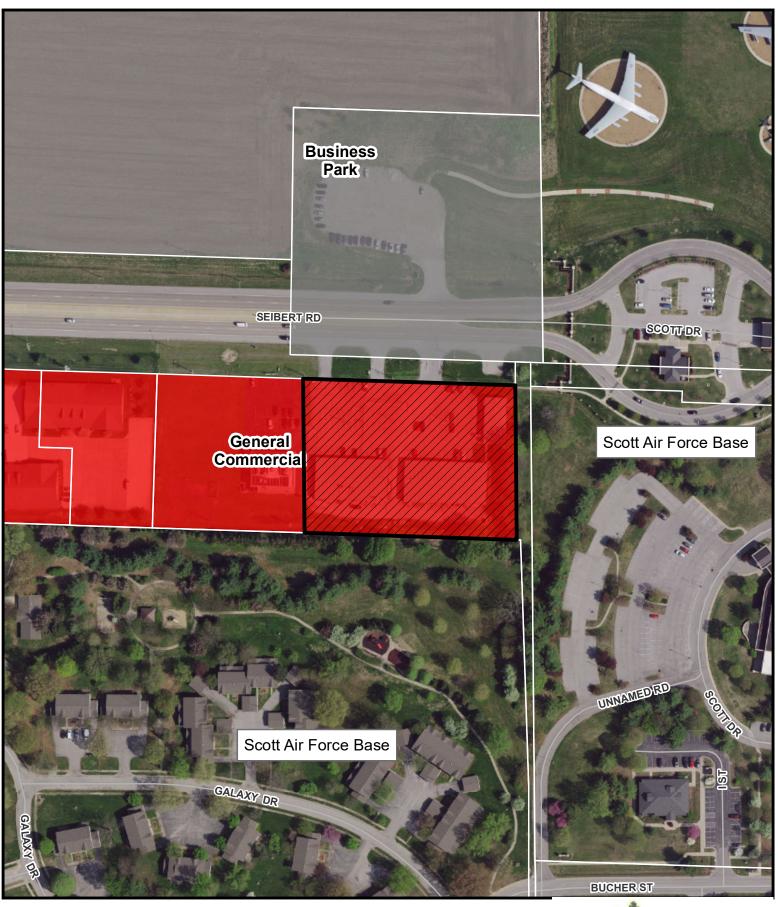


Subject 0 45 90 180 270 360 Property





P2016-14: Flying Aces Lounge - Future Land Use Map











P2016-14: Flying Aces Lounge - Aerial Map





Subject Property 9 45 90 180 270 360 Feet







DRAFT MINUTES COMMUNITY DEVELOPMENT COMMITTEE 6:00 PM Monday, January 9, 2017

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

CALL TO ORDER: 6:00 PM

- Roll Call Committee members: Jerry Albrecht, Gene McCoskey, David Cozad, Harlan Gerrish and Ray Holden. Other Elected Officials Present: Ned Drolet, Kevin Hagerty, Richie Meile, and Robert Kueker. Staff: Walter Denton, Pam Funk, Sandy Evans, Mary Jeanne Hutchison, Eric Van Hook, Grant Litteken, Andrew Dallner, James Cavins, Kirk Brueggemann and Justin Randall. Visitors: John West, Ron Zelms, Ross Rosenberg, Charles Pitts, Dave Witter, Bevan Gibson, Janice Netil, Earuesline Gilbert, Carolyn Bertrand, Fred Boch, Vern Malare, Bob Elkan, Matt Mayer, Terry Johnson, Dave Dillow, Valerie Piekutowski, Mark Piekutowski, Francis Bertrand, Nancy Karregan, Leslie Blair, Burt Gedney, and Robert Druessel, Jr.
- **II)** Approval of Minutes from Previous Meetings— All ayes. Motion carried.
- III) Items Requiring Council Action
 - A. Comprehensive Plan Amendment and Highway 50 & Lawn Avenue Planned Use & Subdivision (1st Reading) Justin Randall provided a brief overview of the project, including a comprehensive plan amendment, planned use and subdivision for the Highway 50 and Lawn Avenue Project. Randall explained the concerns discussed at the Plan Commission meeting and the resulting proposed changes to the building elevations for the Dollar General and the proposed alternative to create a cul-de-sac for the residential street instead of a through-street extending Hillcrest Drive. The Committee heard additional citizens' concerns over the existing drainage problems in the area and the crime associated with the Dollar General store. A motion was made to approve the Comprehensive Plan Amendment, subdivision and planned use with staff and Plan Commission recommendations and the revised Dollar General elevations to include windows and the alternative street design with a cul-de-sac. The motion was seconded and passed with a 5-0 vote.
 - B. <u>Flying Aces Planned Use (2nd Reading)</u> Justin Randall indicated there were no changes associated with the planned use. A motion and second was made to recommend approval of the planned use, the motion passed with a 5-0 vote.
 - C. <u>Lincoln Park Villas Final Plat (1st Reading)</u> Justin Randall provided the committee with an overview of the proposed final plat. The committee discussed the final pat and recommended the final plat with a 5-0 vote.
 - D. <u>Clearwave Right-of-Way Use Agreement (Resolution)</u> Justin Randall provided the committee with a brief overview of the proposed use agreement with Clearwave Communications. The agreement was to allow for the placement of communication lines to provide up to a gigabyte of internet service and provide internet to Auffenberg dealerships and St. Elizabeth's Hospital. The committee discussed the proposed contract. A motion and second was made to recommend approval of the right-of-way use agreement with Clearwave Communication, the motion passed with a 4-0 vote.

IV) Other Business - None
MEETING ADJOURNED: 7:20 PM

NEXT MEETING: January 23, 2017 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner

FINANCE AND ADMINISTRATION MEETING MINUTES

5:30 P.M. Monday, January 9, 2017

Minutes of a regular meeting of the Finance and Administration Committee of the City of O'Fallon, held at the Public Safety Building, 285 N. Seven Hills Road, O'Fallon, Illinois on January 9, 2017.

CALL TO ORDER: 5:30 pm

ROLL CALL: COMMITTEE MEMBERS: Cozad,-Chair, Albrecht, Vice-Chair, Drolet

McCoskey, Roach, Kueker

NON-COMMITTEE ALDERMEN: Holden, Meile, Gerrish, Hagarty

STAFF: Evans, Funk, Denton, Litteken, Hutchison, Dallner GUESTS/RESIDENTS: Malare, Zelms, Boch, Rosenberg, Pitts

Approval Minutes: November 28, 2016 Motion Albrecht, Second Roach

All Ayes. Motion carried.

Items Requiring Council Action:

Item A: Bond Ordinance 2017 Issue- Director of Finance explained that this is ordinance authorizes bonds to be issued in amount not to exceed the bank qualified amount of \$10 million to finance the costs of the Destination O'Fallon project consisting of the Downtown Plaza and Family Sports Park soccer complex. The amount issued will be based on the how much can be financed with a debt service of \$650,000. This amount is derived from the additional revenue that will be generated from the 4% increase in Hotel/Motel tax. The ordinance was prepared by Ice Miller LLP, our bond counsel, and is a parameters ordinance. The final terms will be determined after bond underwriting is completed. We are in the process of choosing a bond underwriter based on the responses received from the RFQ issued, but anticipate the bonds to be issued by late February. Alderman Kueker asked the term of the bonds, which will be 20 years. He also in inquired what will be the capital replacement reserve. Director of Parks is currently estimating \$300,000/year which will be for the turf only, since the infrastructure was already in place.

Motion to approve Albrect, Second by McCoskey Ayes: McCoskey, Albrecht, Cozad, Roach, Drolet Nayes-Kueker Motion carried.

Other Business:

Item A: RFQ for Bond Underwriter: Director of Finance received five responses to the RFQ. Those responding were Bernardi Securities, Bank of Edwardsville, Hilltop Securities, R.W. Baird and Stifel, Nicholaus. Staff are currently reviewing the proposals.

Item B: January 3, 2017 Warrant: As discussed at the previous Finance Committee meeting, if no Council Meeting were to be held on January 3, 2017, some invoices had to

be paid because of urgency. This warrant represents those that were paid. It will be presented and approved at the January 17, 2017 Council meeting.

Item C: Council Chamber Re-Design: As a follow-up to the presentation at the November finance committee meeting regarding the redesign of the council chambers, City Administrator, Walter Denton, provided a list of options for possible renovations to improve security and seating. This list provided a more "a la carte" format. After discussion, it was agreed that staff should move forward by including both projects (council chamber and lobby counters) in the FY 2018 budget for review.

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

Next Meeting: January 23, 2017 5:00pm.

ADJOURNMENT: 5:50 p.m. PREPARED BY: Sandy Evans

MEMO

To: City Clerk, Phil Goodwin

Finance Committee: David Cozad - Chair

Jerry Albrecht – Vice Chairman

Ned Drolet Bob Kueker Gene McCoskey Herb Roach

From: Patricia Diess Date: January 13, 2017

Subject: Invoices for January 17, 2017 Amount: \$2,299,817.04, Warrant: #365

Attached, for the Finance Committee's and the City Council's approval, is the bills list for January 17, 2017 in the amount of \$391,661.87 (Warrant #1), 1,906,427.67 (Warrant #2) as well as \$127.50 for Parks Seasonal Payments and \$1,600.00 for Parks Refunds. If you have any questions or should need further information; please let me know.

Copy: Sandy Evans

City Council Mayor Graham

CITY OF O'FALLON

BILL LIST FOR January 18, 2016 Warrant #365

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							
18 th of January, 2017. The Office of Finance is hereby authorized to borrow from any							
fund having an excess cash balance to pay the bills for any fund having a cash deficit.							
Gary Graham, Mayor ATTEST:							
ATTEST.							

Philip Goodwin, City Clerk

	А	В	С	D	Е
1			AP Warrant FY 2017	•	•
2	Invoice Due Date.Date mm-dd-yyyy	01/03/2017			
3					
4	Invoice Amount				
5	Vendor Name	Invoice Number	Invoice Description	Date mm-dd-yy	y _\ Total
6	AmerenIP	121416-1	St E's-Warranty Deed, Permanent Easement, Temp Const Easement	12/14/2016	\$6,000.00
7	AmerenIP Total				\$6,000.00
8	Ash, William	122016	Reimb/CDL Renewal	12/20/2016	\$60.00
9	Ash, William Total				\$60.00
10	Atkins, Rudi	FY17-HS	FY 2017 Healthy Spending Reimb	12/23/2016	\$75.00
11	Atkins, Rudi Total				\$75.00
12	Bank of Edwardsville, The	010917	CDD-Loan 1060302749 Pmt	01/09/2017	\$542.68
13	Bank of Edwardsville, The Total				\$542.68
14	Bass, Laurence E	122116	Reimb/CDL Renewal	12/21/2016	\$65.00
15	Bass, Laurence E Total				\$65.00
16	Charter Communications	108719-121416	8345 78 225 0108719	12/14/2016	\$14.76
17	1	11158-120716	Phone, Network & Internet Charges	12/07/2016	\$6,083.13
18	1	99975-120116	Strts,Wtr-TV Service (505 W State St)	12/01/2016	\$77.36
19	Charter Communications Total				\$6,175.25
20	Cunningham, Vogel & Rost PC	90514	Sale of the SBA Tower @ Greenmount	11/30/2016	\$12,194.86
21	Cunningham, Vogel & Rost PC Total				\$12,194.86
22	Electrico Inc	870-7193	Strts-Street Light Maintenance	10/13/2016	\$265.00
23	1	870-7226	Strts-Street Light Maintenance	10/24/2016	\$38.75
24	1	870-7237	Strts-Street Light Maintenance	10/28/2016	\$265.00
25	1	870-7252	Strts-Street Light Maintenance	11/04/2016	\$265.00
26	Electrico Inc Total				\$833.75
27	Fair, Maryanne	122116	TUITION REIMBURSEMENT	12/21/2016	\$1,373.45
28	Fair, Maryanne Total				\$1,373.45
29	Fire Engineering	629895012-122316	FD-Subscription Renewal (629895012)	12/23/2016	\$29.00
30	Fire Engineering Total				\$29.00
31	Frost Electric Supply Co	S3700861.002	PD-Patch Cable Shipping	11/21/2016	\$18.97
32	Frost Electric Supply Co Total				\$18.97
33	H & G/Schultz Door	702523	PD/EMS-Rewire Public Safety Bldgs Low Voltage	11/29/2016	\$11,595.00
34	H & G/Schultz Door Total				\$11,595.00
35	ICMA	378327-122316	EconDev-Membership (378327) Renewal	12/23/2016	\$718.00
36	ICMA Total				\$718.00
37	IL American Water Co	1111-121216	Monthly Water Charges	12/13/2016	\$349,444.64
38		1111-121216 FD	FD-Monthly Utilities	12/13/2016	\$344.74
39	IL American Water Co Total				\$349,789.38
40	McBeth, Nathan	111516	Reimb/Red Cross LGI Course, Fee	11/15/2016	\$285.00
41	McBeth, Nathan Total				\$285.00
42	O'Fallon Metro East NAACP	123016	Donation	12/30/2016	\$200.00
43	O'Fallon Metro East NAACP Total				\$200.00

	А	В	С	D	Е
44	Pitney Bowes Inc	1002680107	Downstairs-Rental Charges	12/16/2016	\$180.00
	Pitney Bowes Inc Total				\$180.00
46	Southwestern Illinois Law Enforcement (120116	Admin-SILEC/SIPCA Awarwds	12/01/2016	\$35.00
47	Southwestern Illinois Law Enforcement Con	nmission Total			\$35.00
48	Taylor, Johnny	122216	Pks/Rec-Jr Panther Basketball Tournament	12/22/2016	\$50.00
49	Taylor, Johnny Total				\$50.00
50	Truran, Chad	FY17-HS	FY 2017 Healthy Spending Reimb	12/19/2016	\$75.00
51	Truran, Chad Total				\$75.00
52	Wal-Mart	1561-121016	PD-Clock	12/10/2016	\$19.58
53		1928-120616	PD-Batteries	12/06/2016	\$10.97
54		527-111616	Wtr-ISAWWA Refreshments	11/16/2016	\$23.89
55		5994-111616	Swr-Office Supplies	11/16/2016	\$44.73
56		6075-121016	PD-Batteries, Clock	12/10/2016	\$9.85
57		6973-112416	PD-Parking Sign Fasteners	11/24/2016	\$2.54
58		8435-120916	PD-Breakfast with Santa	12/09/2016	\$64.55
59		9350-111716	Wtr-ISAWWA Seminar Refreshments	11/17/2016	\$11.94
60		977-120816	PW-Tea	12/08/2016	\$3.48
	Wal-Mart Total				\$191.53
62	Wesclin Athletic Boosters	122816-Mister	Pks/Rec-Hoops Basketball Tournament, BB04	12/28/2016	\$150.00
63		122816-Smith	Pks/Rec-Hoops Basketball Tournament, BB03	12/28/2016	\$150.00
	Wesclin Athletic Boosters Total				\$300.00
65	Wicinski, John	122216	Pks/Rec-Jr Panther Basketball Tournament	12/22/2016	\$75.00
66	Wicinski, John Total				\$75.00
67	Williams, Derrick	122216	Pks/Rec-Jr Panther Basketball Tournament	12/22/2016	\$175.00
68	Williams, Derrick Total				\$175.00
69	Witter, Keith	122216	Pks/Rec-Jr Panther Basketball Tournament	12/22/2016	\$125.00
	Witter, Keith Total				\$125.00
71	Wooten, Orvin L	122216	Pks/Rec-Jr Panther Basketball Tournament	12/22/2016	\$200.00
	Wooten, Orvin L Total				\$200.00
73	Wszolek, Thomas J	122216	Pks/Rec-Jr Panther Basketball Tournament	12/22/2016	\$300.00
74	Wszolek, Thomas J Total				\$300.00
75	Grand Total				\$391,661.87

	А	В	С	D	E
1		,	AP Warrant FY 2017	- •	-
2	Invoice Due Date.Date mm-dd-yyyy	01/17/2017			
3					
4	Invoice Amount				
5	Vendor Name	Invoice Number	Invoice Description	Date mm-dd-yyy	/ Total
6	Aboussie, Edward	051615	EMS-Ambulance Run Refund	12/29/2016	\$50.00
7	Aboussie, Edward Total				\$50.00
8	Absopure Water Co	56058799	Strts-Lease Payment	12/31/2016	\$5.00
9	Absopure Water Co Total				\$5.00
10	Ace Hardware of O'Fallon	73802	EMS-Galv 1/2" Barb	12/01/2016	\$2.59
11		73805	Wtr-Spocy Quick Syringe, Batteries	12/01/2016	\$18.98
12		73806	Pks/Rec-Mouse Trap Ultra Set	12/01/2016	\$6.99
13		73807	Swr-Citter. Dremel Cutter, Ball Valve, Clip, Dremel Tool	12/01/2016	\$140.95
14		73809	Cemetery-Asst'd Fasteners	12/01/2016	\$3.70
15		73815	Strts-Spray Paint	12/01/2016	\$39.92
16		73821	Fac-Supplies for the Census Project	12/02/2016	\$31.98
17		73822	Fac-Repairs to the Basement of the Museum Wall	12/02/2016	\$15.97
18		73837	FD-Return Credit	12/02/2016	-\$9.99
19		73838	FD-LED C6 Cool White	12/02/2016	\$9.98
20		73839	Fac-Repairs to the Basement of the Museum Floor Drain	12/02/2016	\$10.77
21		73874	Fac-Additional Supplies to Hang Monitors @ Public Safety	12/05/2016	\$6.95
22		73881	Pks/Rec-Shed Key	12/05/2016	\$5.97
23		73905	Sportspark-Oil, Bolts	12/06/2016	\$29.95
24		73919	Strts-Extension Cords	12/06/2016	\$207.96
25		73920	Swr-Extension Cord, Gasket	12/06/2016	\$25.98
26		73946	Cemetery-Asst'd Fasteners., Sharpening	12/07/2016	\$10.70
27		73967	Cemetery-Filler Cap	12/08/2016	\$4.99
28		73969	Swr-Rod Thread	12/08/2016	\$5.49
29		73981	Strts-Paint Thinner, Rustoleum Paint	12/09/2016	\$29.97
30		73991	Strts-Rustoleum Paint	12/09/2016	\$9.99
31		73997	Pks/Rec-Filler Cap	12/09/2016	\$5.99
32		74015	FD-Bushing, Locknut, Adapter Terminal, Coupling, Elb9ow, Conduit	12/10/2016	\$33.08
33		74046	PD/EMS-Paint Brush, Foam Mini Roller, Foam Roller, Paste	12/12/2016	\$20.36
34		74047	Fac-Desk and Door Repair, Dan's Office	12/12/2016	\$15.34
35		74066	Strts-Simple Green Cleaner, Asst'd Fasteners	12/13/2016	\$27.94
36		74072	FD-Vinyl Tube, Hose Mender	12/13/2016	\$27.78
37		74086	Strts-Tank Sprayer	12/14/2016	\$59.98
38		74091	Pks/Rec-Blade, Chalk & Reel, Lumber Crayon, Marker Paint	12/14/2016	\$32.96
39		74097	Lib-Hardware for the Relocation of the Library Bookshelves	12/14/2016	\$17.49
40		74101	Lib-Corner Brace, Asst'd Fasteners/Library Bookshelves	12/14/2016	\$44.62
41		74119	Swr-Tarp, Snow Toboggan	12/14/2016	\$69.95
42		74121	Pks/Rec-Propane Tank Refill	12/14/2016	\$29.99
43		74144	Swr-Extension Cords, Water Tight Box, Wire Stripper Lock	12/15/2016	\$96.95

	А	В	С	D	Е
44		74145	IT-Light Fixture for Seven Hills Enclosure	12/15/2016	\$6.98
45		74157	Pks/Rec-Picco Micro Chainsaw Chain	12/16/2016	\$21.99
46		74158	Pks/Rec-Thermostat, Anchor for KCCC Media Room	12/16/2016	\$77.58
47		74170	Fac-Repair Hole in Wall Outside Elevator	12/16/2016	\$41.94
48		74172	Fac-Repair Hole in Wall Outside Elevator	12/16/2016	\$8.98
49		74191	FD-Pool oodle, Hooks, Tarp, Work Light	12/17/2016	\$83.08
50		74214	Fac-Lock De-Icer for Drop Box	12/19/2016	\$6.48
51		74217	PD-Spare Key	12/19/2016	\$2.99
52		74219	Fac-Keys for Census Team	12/19/2016	\$9.95
53		74225	Fac-Security Bit Set for PSB	12/19/2016	\$15.99
54		74230	Fac-Batteries for Auto Toilet Flusher in CID	12/19/2016	\$21.58
55		74235	Strts-Wrench Pipes, Bolt Cutter, Handle, Wrench, Elbow, Coupling	12/19/2016	\$191.47
56		74252	Pks/Rec-Propane Tank Refill	12/20/2016	\$29.99
57		74256	FD-Switch & Connectors to Repair Disposal @ FS #4	12/20/2016	\$10.98
58		74260	FD-Hardware for Disposal Switch @ FS #4	12/20/2016	\$0.50
59		74264	Wtr,Swr-Cleaner for Lab	12/20/2016	\$15.96
60		74269	WWTP-Plastic Bucket, Plastic Pail Lid	12/20/2016	\$6.98
61		74271	Wtr-Insulation, Plug	12/20/2016	\$19.17
62		74272	Sportspark-Rope Hook, Asst'd Fasteners	12/20/2016	\$11.67
63		74274	Fac-Paint Supplies for 1st Floor Hole in Wall	12/20/2016	\$13.17
64		74276	Sportspark-Asst'd Fasteners	12/20/2016	\$8.64
65		74309	Sportspark-Duct Tape, Nipples	12/22/2016	\$32.96
66		74315	Strts-Great Stuff, Cement	12/22/2016	\$13.48
67		74316	PD-Anchor	12/22/2016	\$7.99
68		74325	Pks/Rec-Spray Paint, Tool Hooks	12/22/2016	\$46.95
69		74329	Strts-Great Stuff	12/22/2016	\$8.99
70		74346	FD-Hand Shower	12/24/2016	\$39.99
71		74397	Swr-Picco Slim, Rapid Micro Comfort, Snow Blower Glove	12/27/2016	\$69.97
72		74407	Fac-Repair Drywall @ Historical Society	12/27/2016	\$11.18
73		74419	Fac-Patching Drywalol @ the Library	12/28/2016	\$11.97
74		74428	Fac-FS #1 Electrical Supplies	12/28/2016	\$21.38
75		74431	Fac-FS #1 Electrical Supplies	12/28/2016	\$1.39
76		74441	Fac-Library Drywall Repairs	12/29/2016	\$12.13
77		74449	Wtr-Ratchet, Hex Key Sets	12/29/2016	\$22.97
78		74459	Fac-Historical Society Repairs & General Maint Supplies	12/29/2016	\$76.97
79		74463	Strts-Floor Bulb	12/29/2016	\$23.98
80		74477	Sportspark-Batteries	12/30/2016	\$14.99
81		74481	Sportspark-Shop Tools	12/30/2016	\$250.44
82		CH-Dec2016 Disc	CH-December 2016 Discount	12/31/2016	-\$56.17
83		FD-Dec2016 Disc	FD-December 2016 Discount	12/31/2016	-\$17.40
84	Assillandaria of Olf. " Total	PW-Dec2016 Disc	PW-December 2016 Discoiunt	12/31/2016	-\$159.15
85	Ace Hardware of O'Fallon Total	4075	Chate Debugg Condit	42/22/2046	\$2,133.30
86	Advance Auto Parts	1275	Strts-Return Credit	12/23/2016	-\$143.19

	А	В	С	D	Е
87	Advance Auto Parts	7235	Strts-Vac Brk Booster, Core	12/23/2016	\$143.19
88		7253	Strts-Vac Brk Booster, Core	12/23/2016	\$136.69
89		7297	Strts-Abs Whl Speed Sensor	12/27/2016	\$55.24
90		7421	Strts-Balancer Chuck Kit	12/30/2016	\$750.00
91	Advance Auto Parts Total				\$941.93
92	Advertiser Press Co	11882	CDD-Public Workshop Card	12/28/2016	\$40.00
93	Advertiser Press Co Total				\$40.00
94	Airgas USA LLC	9058727479	EMS-Oxygen	12/28/2016	\$181.49
95	Airgas USA LLC Total				\$181.49
96	Aladtec Inc	15280	PD/EMS-Online Employee Scheduling	01/06/2017	\$1,250.00
97	Aladtec Inc Total				\$1,250.00
98	Allegra Print & Imaging	5236	EMS-Calendars	12/14/2016	\$105.10
99		5259	PD-Miranda Rights Forms	12/27/2016	\$56.20
100		5270	Admin-MLK Breakfast Raffle Tickets	12/30/2016	\$25.97
101		5275	PD-NCR Forms	01/05/2017	\$135.87
102	Allegra Print & Imaging Total				\$323.14
103	Al's Automotive Supply Inc	05IA3921	FD-Combo Wrenchs, Torx Bits, Hex Bit Sock	12/01/2016	\$24.29
104		05IB1143	FD-Battery Term Card, Diesel Exh Fluid	12/08/2016	\$21.05
105		05IB3908	FD-Battery Protector	12/12/2016	\$10.76
106		05IB7955	FD-Dexcool Con Gallon, Orange AntiFreeze	12/15/2016	\$75.88
107		05IC0800	FD-Radiator Caps, Radiator Tester, Threaded Adapter	12/17/2016	\$322.19
108		05IC1547	FD-Diesel Exh Fluid	12/19/2016	\$12.41
109		05IC1870	FD-Washer Fld	12/19/2016	\$13.74
110		05IC3769	FD-Batteries	12/20/2016	\$474.32
111		05IC6457	FD-Deep Cycle Bat	12/22/2016	\$104.99
112		05IC6566	FD-Deep Cycle Bat Core Credit	12/22/2016	-\$18.00
113 114		05IC7437	FD-Heat Shrink Terminals	12/23/2016	\$35.50
115		05IC9921	FD-Marine Terminal	12/27/2016	\$7.92
		05ID0058	FD-Battery Core Returns	12/27/2016	-\$96.00
116 117		05ID0363	FD-Battery Terminal, Marine Terminal	12/28/2016	\$10.02
117		05ID1146	FD-Diesel Exh Fluid	12/28/2016	\$12.41
119		05ID1173 05ID2491	FD-B/Up Lamp	12/28/2016	\$5.50 \$45.25
120	Al's Automotive Supply Inc Total	U3ID2431	FD-Heat Shrink Terminals	12/29/2016	\$45.25 \$1,062.23
121	Amazon	103032987237	IT-Labeler Ribbon	12/01/2016	\$27.90
122		137537110010	IT-USB Drivves	11/10/2016	\$18.33
123		157279621636	IT-Software Defined Radio	12/02/2016	\$314.95
124		171256306983	IT-Fiber SFP	11/14/2016	\$39.95
125		187774945296	IT-Cable Labelers, Supplies	11/16/2016	\$244.68
126	Amazon Total			,,	\$645.81
127	Ameren Illinois	1201-010117	Strts-Monthly Utilities	01/06/2017	\$50.98
128		IPMS144790	Swr-Relocate Gas Service	12/28/2016	\$650.00
129	Ameren Illinois Total				\$700.98

	А	В	С	D	E
130	AmerenIP	1115-121516	Monthly Utilities	12/15/2016	\$64,963.01
131	AmerenIP Total				\$64,963.01
132	American Legal Publishing Co	113648	Admin-Code of Ordinances, Internet Renewal	12/13/2016	\$350.00
133	American Legal Publishing Co Total				\$350.00
134	American Planning Assn	70752-16102	CDD-Zoning Practice Subscription	12/15/2016	\$95.00
135	American Planning Assn Total				\$95.00
136	American Public Works Assn	030117-022818	PW-Membership Dues	12/14/2016	\$1,120.00
137	American Public Works Assn Total				\$1,120.00
138	American Water	4000110703	Wtr-Belleville Lab Tests	12/28/2016	\$540.00
139	American Water Total				\$540.00
140	Anderson Hospital	20839	EMS-BLS Provider Card	12/20/2016	\$5.00
141	Anderson Hospital Total				\$5.00
142	Anderson Pest Solutions	4081184	Park Maint/Cavins Center-Pest Control	12/01/2016	\$41.20
143		4081185	PD/EMS-Pest Control	12/01/2016	\$167.32
144		4081192	PD-Firing Range Pest Control	12/01/2016	\$49.80
145		4117589	Pks/Rec-Pest Managment	01/01/2017	\$75.00
146	Anderson Pest Solutions Total				\$333.32
147	APA-St Louis Metro Section	070617	CDD-January 2017 Luncheon	01/06/2017	\$11.24
148	APA-St Louis Metro Section Total				\$11.24
149	Aramark Corporation	311940760	PD/EMS-Mat Service	01/05/2017	\$33.06
150	Aramark Corporation Total				\$33.06
151	Aramark Uniform Services	311866411	PD/EMS-Mat Service	12/15/2016	\$33.06
152		311891205	PD/EMS-Mat Service	12/22/2016	\$33.06
153		311915777	PD/EMS-Mat Service	12/29/2016	\$33.06
154	Aramark Uniform Services Total				\$99.18
155	AT&T	618537493012	618-537-4930	12/13/2016	\$17.51
	AT&T Total				\$17.51
157	Atkins, Rudi	122216	TUITION REIMBURSEMENT	12/22/2016	\$442.00
158	Atkins, Rudi Total				\$442.00
159	Autodesk Inc	9054870012	Wtr-Cad Software License	12/22/2016	\$360.00
160	Autodesk Inc Total	1000=	0.12045.0.11	44/20/22:2	\$360.00
161	Azavar Audit Solutions Inc	12627	Oct 2016 Contingency Payment	11/30/2016	\$2,305.37
162		12629	December 2016 3% Ameren Surcharge per Settlement Agreement	11/30/2016	\$136,426.84
163		12633	November 2016 Contingency Payment	12/15/2016	\$2,417.89
164		12675	October 2016 Contingency Payment	01/05/2017	\$3,146.18
165	Azavar Audit Solutions Inc Total	4500		04 /05 /0047	\$144,296.28
166	B & P Trophy House	1500	Admin-Name Plate/Hursey, Chris	01/05/2017	\$10.00
	B & P Trophy House Total	040547	DD/FMC FD 40CF3C3C40 Door	04 /05 /2047	\$10.00
168	Bank of Edwardsville, The	010517	PD/EMS,FD-Loan 1065363649 Pmt	01/05/2017	\$7,324.96
169 170	Bank of Edwardsville, The Total	040547	FD Local 4050400040 Park	04/05/2047	\$7,324.96
	Bank of O'Fallon	010517	FD-Loan 4950189010 Pmt	01/05/2017	\$19,850.82
171	Bank of O'Fallon Total	270 400252 04	FD DatFO Dathorica	12/22/2016	\$19,850.82
172	Batteries Plus Bulbs	378-108252-01	FD-Bat50 Batteries	12/23/2016	\$169.00

	А	В	C	D	E
173	Batteries Plus Bulbs	378-324606	Wtr-Lithium, Alkaline, AA, C, D Batteries	12/28/2016	\$219.71
174	Batteries Plus Bulbs Total				\$388.71
175	Belleville Fence Company	13732	Strts,Wtr-Svc Call for Gate Operator Problems	12/27/2016	\$180.00
176	Belleville Fence Company Total				\$180.00
177	Bel-O Cooling & Heating Inc	90862	Sportspark-Svc & Winterize Walk-In Cooler and Freezer	12/06/2016	\$300.00
178		91018	FD-Motor Assembly, Labor	12/09/2016	\$1,030.00
179		91019	Wtr-HVAC Repair Motor, Labor	12/13/2016	\$445.00
180		91112	Pks/Rec-KCCC Damper Replacement	12/21/2016	\$280.00
181		91118	FD-Labor	12/19/2016	\$180.00
182		91183	Strts-Blower Motor	12/23/2016	\$455.00
183		91244	FD-Filters	01/03/2017	\$72.00
184		91245	FD-Motor, Capacitor, Labor	01/03/2017	\$480.00
185		91277	FD-Filters	01/05/2017	\$72.00
	Bel-O Cooling & Heating Inc Total				\$3,314.00
187	Bentley Systems Inc	5361.37	CAD Software Bentley Power GeoPAK	11/23/2016	\$5,361.37
188	Bentley Systems Inc Total				\$5,361.37
189	Boots, David M	17019	Reimb/Lacrosse Goal Bags, Pop Up Goals	11/17/2016	\$437.50
	Boots, David M Total				\$437.50
191	Bruckert, Gruenke & Long PC	6949	TIF 1 - Rasp	01/04/2017	\$45.00
192		6950	Downtown TIP	01/04/2017	\$45.00
193		6951	Central Park TIF	01/04/2017	\$45.00
194		6953	Route 50 TIF/Scott Troy Rd	01/04/2017	\$45.00
195		6954	TIF 2/Greenmount Medical Plaza	01/04/2017	\$45.00
196	Bruckert, Gruenke & Long PC Total				\$225.00
197	Burton, Sarah	0917-101616	Reimb/Cell Phone Chgs	10/16/2016	\$45.00
198		1017-111616	Reimb/Cell Phone Chgs	11/16/2016	\$45.00
199		1117-121616	Reimb/Cell Phone Chgs	12/16/2016	\$45.00
200	Burton, Sarah Total			10/10/2016	\$135.00
201	Butler Supply Co	12561472	Swr-Generator Supplies	12/12/2016	\$1,335.58
202		12561473	Swr-Generator	12/12/2016	\$9,659.04
203		12561474	Swr-Generator	12/12/2016	\$9,659.04
204		12561475	FD-Reduce Bushing	12/12/2016	\$24.88
205		12561476	Wtr-Drimping Tool	12/12/2016	\$42.50
206		12561478	Wtr-InsulTap Connector	12/12/2016	\$104.55
207		12562980	FD-Replacement Lights	12/13/2016	\$163.00
209		12562981 12564466	Strts-Electrical Outlets Strts-Return Credit	12/13/2016	\$292.80
210		12564466 12565977		12/14/2016	-\$263.52
211		12565977	FD-Lights Swr Std Roy, Cover, GECL Male Adapter	12/15/2016	\$39.31 \$89.16
212		12567237	Swr-Std Box, Cover, GFCI. Male Adapter	12/16/2016	\$89.16 \$42.77
213			Fac-Lights Rke /Res Dimmer Switches	12/30/2016	
	Butler Supply Co Total	12581366	Pks/Rec-Dimmer Switches	01/05/2017	\$148.64 \$21,337.75
215	Carter Waters Construction	30088022	Pks/Rec-SDS Plus Bit, Tape, Coil Rod, Coil Hex Nut	12/13/2016	\$ 21,337.73 \$79.45
213	Carter Waters Constitution	30000022	r kay nee 303 r lua bit, Tape, coll nou, coll flex nut	12/13/2010	7/5.45

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216	Carter Waters Construction Total				\$79.45
217	CBB Transportation	111716-#2	MFT-N Green Mount Rd, Central Park Dr Intersection Improvements	11/17/2016	\$3,309.10
218	CBB Transportation Total				\$3,309.10
219	CDW Government Inc	GJP5735	IT-Partial Year Licenses	12/22/2016	\$78.30
220	CDW Government Inc Total				\$78.30
221	Cee Kay Supply Inc	1436627	Strts-ARCD25-100; Argon 75% CO2 25%	11/30/2016	\$14.45
222	Cee Kay Supply Inc Total				\$14.45
223	Challenger Sports Corp	481165	Pks/Rec-Emerald Cup Girls	12/29/2016	\$2,000.00
224	Challenger Sports Corp Total				\$2,000.00
225	Charter Communications	104221-122316	FD-TV Service (569 W 3rd St)	12/23/2016	\$53.93
226	_	224904-122116	Pks/Rec-TV Service (308 E 5th St)	12/22/2016	\$7.39
227	_	24452-121816	PD/EMS-TV Services	12/18/2016	\$124.69
228	_	335403-010317	8345 78 225 0335403 (1215 Taylor Rd)	01/03/2017	\$1,421.11
229		336567-122816	8345 78 225 0336567	12/28/2016	\$59.98
230		358041-122116	PD-Fiber Install, 1st Month Service	12/21/2016	\$7,226.00
231	_	48974-122116	FD-TV Service (102 Oak St)	12/21/2016	\$101.79
232		76569-010117	FD-TV Service	01/01/2017	\$31.00
233		99975-122816	Strts,Wtr-TV Service	12/28/2016	\$59.80
234	Charter Communications Total				\$9,085.69
235	Chick-fil-A Inc	0916-103116	Sportspark-Concession Foods (364 Sandwiches)	11/28/2016	\$1,034.99
236		122816	Pks/Rec-Jr Panther Tournament Sandwiches	12/28/2016	\$1,234.49
237	Chick-fil-A Inc Total				\$2,269.48
238	Cintas Corporation	731543258	Fire Station #4-Mat Service	12/08/2016	\$59.17
239		731545231	Fire Station #4-Mat Service	10/27/2016	\$59.17
240		731557253	Fire Station #4-Mat Service	11/24/2016	\$59.17
241		731566219	Fire Station #4-Mat Service	12/15/2016	\$59.17
242		731572203	Fire Station #4-Mat Service	12/29/2016	\$59.17
243	Cintas Corporation Total				\$295.85
244	Clemons, Ebony	122216	TUITION REIMBURSEMENT	12/22/2016	\$4,650.00
245	Clemons, Ebony Total				\$4,650.00
246	Cletes Auto Repair	86635	FD-Towing on 2009 Expedition	12/19/2016	\$60.00
247	-	87300	Sportspark-2007 Pickup Towing, Unit 106	12/15/2016	\$60.00
248	-	87302	Sportspark-Svc on 2007 Pickup, Unit 106	12/15/2016	\$104.55
249	-	89479	PD-Svc on 2013 Explorer, Unit 27	12/15/2016	\$27.29
250		89486	PD-Svc on 2014 Explorer, Unit 25	12/19/2016	\$134.78
251	Cletes Auto Repair Total	100016	CDD 1 44 2047 14 11	40/00/00	\$386.62
252	Code Enf Officials of So IL	122016	CDD-January 11, 2017 Meeting	12/20/2016	\$60.00
253	Code Enf Officials of So IL Total	AD422646 4	Dia/Das Manthia Adalas ID Coatha Cit	42/44/2046	\$60.00
254	Commerce Bank	AD122616-1	Pks/Rec-Monthly Adobe ID Creative Cld	12/11/2016	\$29.99
255	-	BS122616-1	FD-NMS ICS Cards/Card Holder	12/19/2016	\$191.60
256	-	BS122616-2	FD-3700 Series Incident Command Vest	12/19/2016	\$132.19
257	-	BS122616-3	FD-Planning, Radio Communication Plan, Action Plan Safety Analys	12/19/2016	\$228.55
258		DG122616-1	IT-Training	12/09/2016	\$966.29

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259	-	DG122616-2	IT-Call Out Service	12/11/2016	\$126.00
260		FS122616-1	Wtr/Swr-USB to D89 Serial Adapter	12/08/2016	\$54.98
261		JF122616-1	Pks/Rec-Onine Certification Course/Training	12/05/2016	\$1,739.07
262		JF122616-2	Pks/Rec-Office Supplies, Tablet Case	12/20/2016	\$56.77
263		JF122616-3	Pks/Rec-Annual End of Year Pizza & Incentive for Safety	12/22/2016	\$121.48
264		JF122616-4	Pks/Rec-NRPA Renewal Fee	12/22/2016	\$70.00
265		JS122616-1	CDD-Residential Plans Examiner Training	11/29/2016	\$199.00
266		JS122616-2	CDD-Svc on 2012 Impala, Unit 36	12/08/2016	\$112.73
267		JW122616-1	EMS-App Fee for Proxy	12/12/2016	\$15.00
268		KB122616-1	PD-Refreshments for SCIP Meeting	12/06/2016	\$68.19
269		KB122616-2	PD-Chair Mats	12/06/2016	\$143.41
270		KB122616-3	PD-GlobalSat	12/08/2016	\$456.75
271		KB122616-4	PD-Interview Lunches	12/12/2016	\$46.97
272		KB122616-5	PD-Lunch for Interview Board	12/13/2016	\$23.58
273		KB122616-6	PD-Adapter for Radio	12/15/2016	\$20.48
274		KB122616-7	PD-Airfare to Pick Up Squad Car	12/16/2016	\$136.84
275		KB122616-8	PD-Breakfast with Santa Supplies	12/17/2016	\$26.10
276		KP122616-1	Pks/Rec-5k Run Flyer and Poster Template	12/06/2016	\$9.00
277		KP122616-2	Sportspark-When I Work Plan Monthly Pmt	12/09/2016	\$148.52
278		MAF122616-1	PD-License Tab Renewal, Unit 59	12/02/2016	\$103.37
279		MK122616-1	Lib-Shipping	11/29/2016	\$152.84
280		MS122616-1	Pks/Rec-Solenoid, Bearing, Power Seal, Blower Pulley, Starter	12/12/2016	\$205.93
281		MS122616-1 Lib	Lib-Cloud Hosting	12/01/2016	\$5.00
282		MS122616-2	Pks/Rec-Turf & Horticulture Training	12/19/2016	\$982.00
283		MS122616-2 Lib	Lib-Printing & Publishing	12/19/2016	\$7.94
284		MS122616-3	Pks/Rec-IAPD/IPRA Conference Registration	12/19/2016	\$595.00
285		NM122616-1	Pool-Online Lifeguarding Course	12/02/2016	\$35.00
286		NM122616-2	Pks/Rec-Shorts from Kulp Girls	12/09/2016	\$19.95
287		NM122616-3	Pks/Rec-School's Out Magic House	12/22/2016	\$222.00
288		OPD122616-1	PD-Breakfast with Santa Supplies	12/02/2016	\$136.77
289		OPD122616-2	EMS-AED Supplies	12/09/2016	\$236.00
290		OPD122616-3	PD-Breakfast with Santa Supplies	12/09/2016	\$111.61
291		OPD122616-4	PD-Breakfast with Santa Supplies	12/09/2016	\$4.87
292		OPD122616-5	PD-Breakfast with Santa Supplies	12/09/2016	\$67.58
293		OPD122616-6	PD-Weapons Supplies	12/12/2016	\$476.00
294		OPD122616-7	PD/EMS-Ink Cartridges	12/13/2016	\$72.78
295		OPD122616-8	PD-Interview Lunches	12/19/2016	\$36.78
296		OPD122616-9	PD-Party Trays	12/20/2016	\$296.02
297		PF122616-1	EconDev-SWICMA Meeting	12/01/2016	\$66.49
298		PF122616-2	EconDev-ILCMA 2017 Winter Conference	12/02/2016	\$225.00
299		PPC122616-1	Pks/Rec-Nerf Wars Refreshments, Supplies for Letters to Santa	12/02/2016	\$13.82
300		PPC122616-2	Pks/Rec-Repl Tablet Charger, HDMI Card	12/05/2016	\$93.98
301		PPC122616-3	Pks/Rec-Kixx Uniforms	12/10/2016	\$301.60

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302		PPC122616-4	Pks/Rec-Winter Musical Supplies	12/15/2016	\$48.55
303		RJ122616-1	Lib-Netflix Subscription	11/29/2016	\$23.98
304		RJ122616-2	Lib-Program Pizza's	12/06/2016	\$54.75
305		RJ122616-3	lib-materials	12/09/2016	\$232.30
306		SE122616-1	Admin-Wall St Journal	12/07/2016	\$32.99
307		SE122616-2	Admin-IGFOA Luncheon Meeting	12/16/2016	\$42.00
308		TD122616-1	IT-Airfare for Laserfiche Conference	11/29/2016	\$319.20
309		TD122616-2	IT-Repl Computer (Fair), Mouse (Funk), Pwr Adapters (Meyer)	12/06/2016	\$1,237.93
310		TR122616-1	Lib-Craft Supplies	11/29/2016	\$79.70
311		TR122616-2	Lib-Airborne Helium	12/08/2016	\$90.00
312		TR122616-3	Lib-Program Supplies	12/15/2016	\$51.50
313		TS122616-1	CDD-Facebook Ad	11/30/2016	\$3.01
314		TS122616-2	CDD-Business Lunch	12/05/2016	\$45.68
315		TS122616-3	CDD-New Member Guide	12/15/2016	\$12.99
316		TS122616-4	CDD-IEDC Leadership Summit Registration	12/16/2016	\$645.00
317		TS122616-5	CDD-Business Lunch	12/20/2016	\$49.04
318		WD122616-1	Admin-ILCMA 2017 Winter Conference	12/07/2016	\$225.00
319		WD122616-2	Admin-Evernote Subscription	12/17/2016	\$34.99
320		WD122616-3	Admin-Greeting Cards	12/21/2016	\$755.39
321	Commerce Bank Total				\$13,575.82
322	Communication Revolviing Fund	T1717799	PD-Communication Charges	12/12/2016	\$1,478.82
323	Communication Revolviing Fund Total				\$1,478.82
324	Community Wholesale Tire Inc	9207051	Strts-Tires	01/03/2017	\$496.40
325		9207842	Strts-Coated Steel	01/03/2017	\$19.80
326		9208050	Strts-Coated Steel	01/03/2017	\$9.96
327	Community Wholesale Tire Inc Total				\$526.16
328	Cost Recovery Corp	122616	Monthly Contingency Fees	12/26/2016	\$1,720.55
329	Cost Recovery Corp Total				\$1,720.55
330	Crain Tree Farm	3984-Bal	Pks/Rec-Balance of Tree Invoice	10/13/2016	\$314.00
	Crain Tree Farm Total				\$314.00
332	Creditron Corp	l12133	Wtr/Swr-Maintenance, Hardware	12/20/2016	\$5,748.88
	Creditron Corp Total	26.76040	DD/FMC The way a start below. The	42/20/2046	\$5,748.88
334	Cummins Mid-South LLC	26-76818	PD/EMS-Thermostat, Labor, Etc	12/20/2016	\$956.47
335 336	Cummins Mid-South LLC Total	1226202	Carebrack CNIO440-04	12/15/2016	\$956.47
336	Datamax Office Systems	1326203	Contract CNS418-01	12/15/2016	\$18.91
337		1332856	Contract GNG13145-01	12/26/2016	\$19.15
338		1334992	Contract CN912-02	11/29/2016	\$3.64
340		1342177	Contract CN6537-01	02/09/2017	\$10.54
340	Datamay Office Systems Total	1342178	Contract CN1970-01	01/09/2017	\$22.70
341	Datamax Office Systems Total	1205002070	Loose 2 00002	12/25/2016	\$74.94 \$2.42.79
343	Datamax STL Leasing	L305803079	Lease 3-05803	12/25/2016	\$343.78
343		L305821078	Lease 3-05821	12/25/2016	\$315.62
544		L306061058	Lease 3-06061	12/25/2016	\$109.40

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345	Datamax STL Leasing	L306136053	Lease 3-06136	12/25/2016	\$387.99
346		L306185049	Lease 3-06185	12/25/2016	\$3,112.53
347		L306309040	Lease 3-06309	01/05/2017	\$254.56
348		L306498024	Lease 3-06498	12/25/2016	\$181.65
349		L306707009	Lease 3-06707	01/05/2017	\$177.06
350	Datamax STL Leasing Total				\$4,882.59
351	Dave Schmidt Truck Svc	P45204	FD-Batteries	12/12/2016	\$831.18
352		P45207	FD-Hoses, Clamps, Inserts	12/13/2016	\$234.20
353		P45227	FD-Antifreeze	12/15/2016	\$30.00
354		P45229	Strts-Heaters, Cord	12/15/2016	\$247.60
355		P45272	FD-Battery Nuts	12/22/2016	\$26.60
356		T82894	Strts-Replace Both Side Rear Springs, Unit 41	12/01/2016	\$2,431.50
357		T83073	EMS-Svc on 2016 F450, Unit 4355	12/27/2016	\$338.02
	Dave Schmidt Truck Svc Total				\$4,139.10
359	Davis, Marian	081913	EMS-Ambulance Run Refund	12/29/2016	\$10.00
360	Davis, Marian Total				\$10.00
361	Davis, Thomas	FY17-HS	FY2017 Healthy Spending Reimb	01/03/2017	\$75.00
362	Davis, Thomas Total				\$75.00
363	DELL	10136913218	City Hall Data Center UPS Replacements	12/22/2016	\$3,825.90
364		10136951754	City Hall Data Center UPS Replacements	12/23/2016	\$8,227.43
365	DELL Total				\$12,053.33
366	DeMond Signs	11387A	PD/EMS-Extended Warranty for LED Display	12/19/2016	\$2,492.00
367	DeMond Signs Total				\$2,492.00
368	Drury Development Corporation	Nov 2016	November 2016 Rebate Agreement	12/30/2016	\$2,772.86
369	Drury Development Corporation Total				\$2,772.86
370	Dutch Hollow Janitor	205665	FD-Moltan 50# Oil Absorbent	12/21/2016	\$84.40
371		205990	All Depts-Copy Paper, Wastebasket	01/06/2017	\$1,332.66
372	Dutch Hollow Janitor Total				\$1,417.06
373	Econ-O-Johns LLC	J95505	Sportspark-Rental Unit	10/14/2016	\$180.00
374	Econ-O-Johns LLC Total				\$180.00
375	EJ Equipment Inc	P04249	Swr-Stock Dock, Fitting Crimp, Receptacle, Cable, Housing, Labo	12/20/2016	\$801.62
	EJ Equipment Inc Total				\$801.62
377	Electrico Inc	16787-1212	St E's-Electrician ST, Land Operations, PVC, PVC Couplings, Etc	12/12/2016	\$4,206.06
	Electrico Inc Total				\$4,206.06
379	Environmental Resource Assoc	812936	Wtr-Coliform MicrobE QuiK Response	12/20/2016	\$419.46
380		813847	WWTP-Coliform MicrobE QuiK Response	01/03/2017	\$892.38
	Environmental Resource Assoc Total				\$1,311.84
382	ERB Equipment/Mitchell	163823	Strts-Edge, Inbound Freight	12/15/2016	\$2,731.40
383		163876	PW-Filters, Filter Elements, Oil Filter, Fuel Filter, Oil	12/16/2016	\$1,138.72
384		164082	Strts-Oil	12/28/2016	\$345.85
385		164109	Strts-Oil	12/29/2016	\$249.33
386	ERB Equipment/Mitchell Total				\$4,465.30
387	Evans, Sandy	010417	TUITION REIMBURSEMENT	01/04/2017	\$3,367.95

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388	Evans, Sandy Total			•	\$3,367.95
389	Express Medical Care LLC	5487	Admin-Physical/Pershing, Jeanette	12/10/2016	\$226.00
390		5496	FD-Physical/Lenox, Samantha	12/13/2016	\$171.00
391		5509	FD-Physical/Dickson, Eric	12/15/2016	\$171.00
392		5510	FD-Physical/Ratay, Frank	12/15/2016	\$171.00
393		5513	Wtr-Urine Drug Screen/Claussen, Paul	12/15/2016	\$45.00
394		5515	Strts-Physical/Anderson, Mark	12/16/2016	\$226.00
395		5518	FD-Physical/Feldhake, Kimberly	12/17/2016	\$171.00
396		5550	FD-Physical/Bowman, Terry	12/28/2016	\$171.00
397		5556	PD-Physical/Fix, Nicole	12/30/2016	\$246.00
398	Express Medical Care LLC Total				\$1,598.00
399	Fastenal Company	ILBEL75234	PW-Safety Supplies	12/09/2016	\$400.34
400		ILBEL75302	PW-Safety Supplies	12/16/2016	\$216.41
401		ILBEL75369	PW-Safety Supplies	12/21/2016	\$371.21
	Fastenal Company Total				\$987.96
403	Fire Apparatus & Supply Team	16-383	FD-AC Connector, Shipping Chgs	12/20/2016	\$108.40
	Fire Apparatus & Supply Team Total				\$108.40
405	FireRescue Magazine	011017	FD-Subscription Renewal	01/10/2017	\$43.00
	FireRescue Magazine Total				\$43.00
407	France Mechanical Corp	13282	PD/EMS-Checked for Gas Odor and Replaced HSI	12/19/2016	\$3,308.99
408		13295	PD/EMS-Checked Locker Rooms for Overheat Complaint	12/20/2016	\$95.00
	France Mechanical Corp Total				\$3,403.99
410	Frost Electric Supply Co	S3714163.001	Strts-Lamp/Light Bulb	12/08/2016	\$30.15
411		S3718190.001	Strts-Pulse Start Metal Halide E17 Med Base Lamp	12/16/2016	\$34.06
	Frost Electric Supply Co Total				\$64.21
413	Funk, Dale M	16-236	Strts-John Hubbard, Erosion Problem	12/13/2016	\$127.50
414		16-284	CDD-New Life in Christ Interdenominationalo Church	12/14/2016	\$82.50
415		16-285	Admin-115 Elm St, Real Estate Tax Issue	12/14/2016	\$370.00
416		16-286	Wtr-Charles Smith Jr Water/Sewer Bill	12/20/2016	\$67.50
417		Jan 2017	Attorney Retainer Fee	01/04/2017	\$2,250.00
418		Traffic #16-163	PD-Traffic/Misdemeanor Disposition	12/13/2016	\$187.50
	Funk, Dale M Total	0000 000015	D : 1 (C D C	00/00/00:0	\$3,085.00
420	Fussell, Lloyd W	0829-092816	Reimb/Cell Phone Chgs	09/28/2016	\$30.00
421 422		0929-102816	Reimb/Cell Phone Chgs	10/28/2016	\$30.00
		1029-112816	Reimb/Cell Phone Chgs	11/28/2016	\$30.00
	Fussell, Lloyd W Total	4007 440646		11/25/2015	\$90.00
424 425	Fussell, Samuel	1027-112616	Reimb/Cell Phone Chgs	11/26/2016	\$45.00
	Fussell, Samuel Total	C102000E00	Dia/Das Dalat Markey Dalat Landassan	12/27/2016	\$45.00
426 427	Gempler's	S103080588	Pks/Rec-Paint Marker, Rake Landscaper	12/27/2016	\$147.00
		SI03098184	Pks/Rec,Sportspark-Electrical Cord Reel for Unit 119	01/06/2017	\$391.20
428	Complete Tatal	SI03099881	Pks/Rec,Sportspark,Cemetery-Hose Reel	01/09/2017	\$497.60
	Gempler's Total	122116	Dia/Das 2017 Carring VishOff Oll com.	12/21/2016	\$1,035.80
430	Glen Ed Soccer Club	123116	Pks/Rec-2017 Spring KickOff, O'Leary	12/31/2016	\$450.00

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431	Glen Ed Soccer Club Total			•	\$450.00
432	Gonzalez Office Products	200471062-1	FD-Labelmaker, Label Tape, Permanent Marker	12/12/2016	\$35.41
433		200472100-1	Upstairs-Office Supplies	12/13/2016	\$53.08
434		200473276-1	PD/EMS-Office Supplies	12/15/2016	\$208.30
435		200473359-1	Admin-Calculator/Adding Machine Rolls, Pens	12/15/2016	\$13.73
436		200474119-1	PD/EMS-Office Supplies	12/16/2016	\$149.81
437		200474959-1	PD-Dry Erase Board, Dry Erase Set	12/19/2016	\$199.85
438		200475086-1	FD-Office Supplies	12/19/2016	\$163.10
439		200475530-1	PW-Office Supplies	12/20/2016	\$62.17
440		200477708-1	ADMIN-OFFICE SUPPLIES	12/27/2016	\$404.92
441		200478597-1	CDD-Office Supplies	12/28/2016	\$260.88
442		200478812-1	PD/EMS-Office Supplies	12/29/2016	\$151.22
443		200479230-1	CDD-Desk Cube	12/29/2016	\$11.86
444		200480364-1	PD-DVD(R)	01/03/2017	\$117.00
445		200481719-1	ADMIN-OFFICE SUPPLIES	01/04/2017	\$89.87
446		200483073-1	Wtr-Counterfeit Detector Pens	01/06/2017	\$6.60
447		CP-200478597-1-1	CDD-Return Credit	12/29/2016	-\$11.86
448		WO-200463950	PW-Office Supplies	11/29/2016	\$67.88
449	Gonzalez Office Products Total				\$1,983.82
450	Gov Consulting Solutions	4466	Admin-February 2017 Consulting Services	01/01/2017	\$3,000.00
451	Gov Consulting Solutions Total				\$3,000.00
452	GovernmentJobs.com Inc	INV19291	EconDev-Software License, Subscription	10/18/2016	\$7,067.00
453	GovernmentJobs.com Inc Total				\$7,067.00
454	Graham, Gary	122716	Travel Expense Report	12/27/2016	\$67.79
455	Graham, Gary Total				\$67.79
456	Grainger	9312805899	WWTP-Electric Heaters	12/20/2016	\$463.00
457		9317855949	Swr-Hex Key Set	12/29/2016	\$45.00
458		9318162949	Swr-Batteries	12/29/2016	\$354.75
459	Grainger Total				\$862.75
460	Grau, Amie	122216	TUITION REIMBURSEMENT	12/22/2016	\$2,869.26
461	Grau, Amie Total				\$2,869.26
462	Green Guard	1146949	Admin-Medical Supplies	01/09/2017	\$45.26
463	Green Guard Total				\$45.26
464	Green, Rockie	1108-120816	Reimb/Cell Phone Chgs	01/07/2017	\$30.00
465	Green, Rockie Total				\$30.00
466	H & G/Schultz Door	702918	Wtr-Door Closer	12/14/2016	\$115.00
467		702958	IT-End User Maint Agreement for Security Software System	12/15/2016	\$7,188.00
	H & G/Schultz Door Total				\$7,303.00
469	Hach Company	10242870	WWTP-LDO Probe, Rugged Cable	12/20/2016	\$764.00
470	Hach Company Total				\$764.00
471	Haier Plumbing & Heating	122216-#3 Final	PropS, Swr-Presidential Streets Stormwater Remediation	12/22/2016	\$365,472.72
472		122216-#4 Final	PropS-Howard Pl and Smiley Drainage Storm Swr Interceptor	12/22/2016	\$140,697.47
473	Haier Plumbing & Heating Total				\$506,170.19

	А	В	С	D	Е
474	Haskins, Linda	042416-Bal	EMS-Ambulance Run Refund	12/29/2016	\$59.65
475	Haskins, Linda Total				\$59.65
476	Hawkins Inc	3995069 RI	Wtr-Azone 15 EPA Reg No 7870-5	12/12/2016	\$3,810.30
477	Hawkins Inc Total				\$3,810.30
478	HD Supply Waterworks Ltd	G520914	WWTP-Retainer, Gasket, Head, Flg Acc, Flg ECC Reducer	12/09/2016	\$741.35
479		G524999	WWTP-Supplies	12/07/2016	\$278.00
480		G550492	Swr-PVC, Adapter, Coupling	12/13/2016	\$238.64
481		G556420	Swr-Flex Saddle	12/14/2016	\$40.81
482		G560934	Wtr-Adapter Ring, Coupling	12/15/2016	\$259.75
483		G561850	Wtr-Meter Yokes	12/21/2016	\$8,000.00
484	HD Supply Waterworks Ltd Total				\$9,558.55
485	Henry, Bill	Dec 2016	December 2016 Mileage Reimb	01/03/2017	\$99.90
486	Henry, Bill Total				\$99.90
487	Heros in Style	154994	PD-Uniforms/Brueggeman, K	12/06/2016	\$48.98
488		155034	PD-Uniforms/Buck, E	12/06/2016	\$31.19
489		155036	PD-Uniforms/Cavins, J	12/06/2016	\$536.00
490		155037	EMS-Uniforms/Boling, J	12/06/2016	\$54.99
491		155128	EMS-Uniforms/Wiederholt, M	12/09/2016	\$23.98
492		155480	Admin-Badge Gold, Badge Case	12/20/2016	\$190.80
493	Heros in Style Total				\$885.94
494	Hillebrand, Joyce	122616	Reimb/Garden Christmas Decorations	12/26/2016	\$128.66
495	Hillebrand, Joyce Total				\$128.66
496	Hilton Garden Inn	Nov 2016-F&B	November 2016 Rebate Agreement	12/27/2016	\$919.18
497		Nov 2016-H/M	November 2016 Rebate Agreement	12/27/2016	\$3,109.51
498	Hilton Garden Inn Total				\$4,028.69
499	HMG Engineers Inc	7308-106	WWTP-Shiloh Wastewater Rate & Surcharges Update	01/04/2017	\$90.00
500		7409-102	WWTP-Improvements, Phase 2	01/04/2017	\$14,332.50
501	HMG Engineers Inc Total				\$14,422.50
502	Home Depot, The	10153	Sportspark-Work Light, Magnetic Work Bench	12/14/2016	\$149.79
503		10184	Pks/Rec-Sliding Miter Saw Laser	12/14/2016	\$169.00
504		2020306	Sportspark-Organization Shop Supplies	12/22/2016	\$107.44
505		4010778	Pks/Rec-Sportspark,Pks/Rec-Saw, Shop Supplies	12/20/2016	\$313.50
506		4010819	Pks/Rec-Hort Crew Toll Boxes, Tool Holders	12/20/2016	\$104.89
507		4014921	Sportspark-Fasteners	11/30/2016	\$15.96
508		4014930	FD-Tarps Required by ISO	11/30/2016	\$329.78
509		5014806	PD-Portable Key Safes	11/29/2016	\$39.94
510		5041233	PD-Patio Heater, Tank	12/09/2016	\$227.22
511		5591401	EMS-Electric Air Compressor	11/29/2016	\$269.00
512		6015868	Wtr/Swr-Extension Cords	12/08/2016	\$37.88
513		7011122	Cemetery, Sportspark-Angle Grinder, Screws	12/27/2016	\$350.33
	Home Depot, The Total				\$2,114.73
515	Homefield Energy	96449416121	Monthly Utilities	12/22/2016	\$34,315.91
516	Homefield Energy Total				\$34,315.91

	А	В	С	D	E
517	Howk, Michael	FY17-HS	FY2017 Healthy Spending Reimb	01/03/2017	\$75.00
518	Howk, Michael Total				\$75.00
519	Hughes Customat Inc	94565	Strts,Wtr-Mat Service	12/13/2016	\$44.61
520		94566	IT-Mat Service	12/13/2016	\$16.16
521		94569	Swr-Mat Service	12/13/2016	\$36.81
522		96290	Strts,Wtr-Mat Service	12/27/2016	\$44.61
523		96291	IT-Mat Service	12/27/2016	\$16.16
524		96294	Swr-Mat Service	12/27/2016	\$36.81
525	Hughes Customat Inc Total				\$195.16
526	Hutchison, Mary Jeanne	0801-010117	MILEAGE REIMBURSEMENT	01/04/2017	\$1,088.10
527	Hutchison, Mary Jeanne Total				\$1,088.10
528	IAPEM	10090	PD-2017 Individual Active Membership Dues	12/19/2016	\$35.00
529	IAPEM Total				\$35.00
530	IL Counties Risk Management	DED3527732	PD-Insurance Deductible 2015	01/03/2017	\$3,148.56
531	IL Counties Risk Management Total				\$3,148.56
532	IL EPA	121416-#13	Wtr/Pausch & Kyle Water Towers	12/14/2016	\$175,316.06
533		121416-#38	Water Revolving Fund	12/14/2016	\$259,123.51
	IL EPA Total				\$434,439.57
535	IL Fire Inspectors Assn	18471	FD-IFIA 2017 Combined Conference	12/29/2016	\$650.00
	IL Fire Inspectors Assn Total				\$650.00
537	IL Firefighter's Assn Inc	1278	FD-Annual Dues	12/10/2016	\$125.00
	IL Firefighter's Assn Inc Total				\$125.00
539	IL GIS Association	2676	IT-ILGISA Membership Investment	01/01/2017	\$60.00
540	IL GIS Association Total				\$60.00
541	Illinois FC Tournaments	121516	Pks/Rec-07 Hamm Spring IFC Invite	12/15/2016	\$550.00
542		122116	Pks/Rec-Guzman-Wood IFC Spring Invite	12/21/2016	\$600.00
543	Illinois FC Tournaments Total				\$1,150.00
544	Illinois South Tourism	5149	VG Outside Back Cover	01/01/2017	\$5,500.00
545	Illinois South Tourism Total				\$5,500.00
546	ILMO Products Co	31645 00835295	PD-Refillable Cylinders	12/27/2016	\$94.00
547	ILMO Products Co Total				\$94.00
548	Information Technologies Inc	I2016-14836	PD-Hosted Service	12/12/2016	\$830.00
549	Information Technologies Inc Total				\$830.00
550	Int'l Assn/Prop & Evidence Inc	M17-C204558	PD-2017 IAPE Membership	12/14/2016	\$50.00
551	Int'l Assn/Prop & Evidence Inc Total				\$50.00
552	Isum, Brandon	1025-112516	Reimb/Cell Phone Chgs	11/25/2016	\$30.00
553		1125-122516	Reimb/Cell Phone Chgs	12/25/2016	\$30.00
554	Isum, Brandon Total				\$60.00
555	Itron	436639	Wtr/Swr-Client Service Technical Support	12/29/2016	\$380.00
556	Itron Total				\$380.00
557	Jack Schmitt Chevrolet	463827	Strts-Belt Kit	01/05/2017	\$154.34
558	Jack Schmitt Chevrolet Total				\$154.34
559	Jack Schmitt Premium Carwash	CW11112016	PD,FD-Car Washes	11/11/2016	\$21.58

	А	В	С	D	Е
560	Jack Schmitt Premium Carwash	CW12012016	PD,FD-Car Washes	12/01/2016	\$16.18
561		CW12022016	PD-Car Wash	12/02/2016	\$8.09
562		CW120816	FD-Car Washes	12/08/2016	\$19.78
563		CW12122016	PD-Car Washes	12/12/2016	\$16.18
564		CW12142016	EMS,PD-Car Washes	12/14/2016	\$19.78
565		CW12152016	PD-Car Washes	12/15/2016	\$24.27
566		CW12162016	FD-Car Wash	12/16/2016	\$8.09
567		CW121916	PD-Car Washes	12/19/2016	\$24.27
568		CW12202016	PD-Car Washes	12/20/2016	\$41.36
569		CW12212016	PD-Car Washes	12/21/2016	\$16.18
570		CW12292016	PD-Car Washes	12/29/2016	\$16.18
571		CW12302016	FD-Car Wash	12/23/2016	\$8.09
572		CW12312016	PD-Car Wash	12/31/2016	\$8.09
573	Jack Schmitt Premium Carwash Total				\$248.12
574	Jewell Psychological Services LLC	650	PD-PreEmploymment Police/Fire Psychological Evals	12/30/2016	\$450.00
575	Jewell Psychological Services LLC Total				\$450.00
576	K&F Electric	4140	Fac,Wtr/Swr-City Hall Generator	12/15/2016	\$2,036.07
577	K&F Electric Total				\$2,036.07
578	Kiplingers Retirement Report	011017	Admin-Subscription Renewal (3585971603)	01/10/2017	\$39.95
579	Kiplingers Retirement Report Total				\$39.95
580	Knapheide Truck Equipment Ctr	SLS46011	Strts-Rubber Cutting Edge, Ceramic Wear Inserts	12/30/2016	\$3,142.20
581	Knapheide Truck Equipment Ctr Total				\$3,142.20
582	Krebs Associates LLC, Glen	16-1202	Wtr/Swr-Reply Envelopes	12/29/2016	\$2,731.63
583	Krebs Associates LLC, Glen Total				\$2,731.63
584	Kruep Const Inc	122216	Pks/Rec-Hallway Door, Maint Shed	12/22/2016	\$3,727.00
585	Kruep Const Inc Total				\$3,727.00
586	K-Tech Specialty Coatings Inc	201612-K0083	Strts-Beet Heat Super Severe	12/21/2016	\$7,064.46
587	K-Tech Specialty Coatings Inc Total				\$7,064.46
588	Liberty Store, The	102	Wtr-Carhartt Uniforms	01/02/2017	\$204.60
589	Liberty Store, The Total				\$204.60
590	Lickenbrock & Sons Inc	44360	Strts-Bar, Tube	12/13/2016	\$17.04
591		44361	Strts-Bar, Tube, Pipe, Etc	12/14/2016	\$78.21
592		44365	Strts-Bar, Round Soapstone Holder	12/15/2016	\$7.91
593		44389	SZtrts-Bars, Tubes	01/04/2017	\$43.19
594		87937	Strts-Acetu;eme	12/23/2016	\$64.35
595	Lickenbrock & Sons Inc Total				\$210.70
596	Line-X of Southwest Illinois	13619	Sportspark-Truck Bedliner	01/05/2017	\$530.00
597		13620	Pks/Rec-Bedliner, Unit 119	01/05/2017	\$825.00
598	Line-X of Southwest Illinois Total				\$1,355.00
599	Lochmueller Group Inc	122716-#5	PropS-Regency Park Dr Reconstruction	12/27/2016	\$8,796.74
600	Lochmueller Group Inc Total				\$8,796.74
601	Lou Fusz Soccer Club	0421-042317	Pks/Rec-Lou Fusz Tournament, Ferrenbach, U12G	01/09/2017	\$750.00
602	Lou Fusz Soccer Club Total				\$750.00

	Α	В	С	D	E
603	Lowenbaum Partnership LLC	85060	PD-Laborer's Collective Bargaining Agreement	12/31/2016	\$547.50
604	Lowenbaum Partnership LLC Total				\$547.50
605	MABAS	IL17-3218	FD-2016 Illinois MABAS Dues	01/04/2017	\$250.00
606	MABAS Total				\$250.00
607	MAC Electric Inc	4031	Strts-Svc Call to Repair Circuits for Street Lights	12/23/2016	\$248.48
608	MAC Electric Inc Total				\$248.48
609	Maclair Asphalt Sales LLC	1651	MFT-EZ Street	12/13/2016	\$661.05
610		1674	Strts-EZ Street	12/19/2016	\$185.32
611		1685	Strts-EZ Street	01/03/2017	\$258.77
612		1694	MFT-EZ Street	01/09/2017	\$226.00
613	Maclair Asphalt Sales LLC Total				\$1,331.14
614	Major Case Squad	010617	PD-MCS Membership Dues	01/06/2017	\$750.00
615	Major Case Squad Total				\$750.00
616	Maxson Services	10242	Dep-Replace Auto Manual Flushers	12/01/2016	\$553.40
617		12016	Swr-Re-Pipe Waste Lines	12/19/2016	\$10,146.54
618	Maxson Services Total				\$10,699.94
619	MBR Management Corp	58955	Pks/Rec-Jr Panther Tournament Pizza	12/18/2016	\$50.00
620	MBR Management Corp Total				\$50.00
621	Mediclaims Inc	16-18336	EMS-Percentage of Receipts Collected	11/30/2016	\$5,001.91
622	Mediclaims Inc Total				\$5,001.91
623	Menard Inc	22206	Wtr-Shop Towels, Heater, Propane Cylinder, Step Bumper	12/19/2016	\$65.80
624		22450	CityHall-Supplies for Ladies Room Sewer Trap	12/22/2016	\$7.50
625		22459	WWTP-Yard Hydrant, Pipe Compound, Heat Shrink, Toilet Repair Kit	12/22/2016	\$136.64
626		22534	Museum-Tools Added to Inventory, Fiberglass Tape, Patch, Screws	12/23/2016	\$121.31
627		22782	PD/EMS-Supplies to Repair Breakroom Water Line	12/27/2016	\$37.96
628		22788	PD/EMS-Breakroom Waterline Fittings	12/27/2016	\$7.47
629		23047	Fac-Census Sound Board	12/30/2016	\$161.94
630		23700	Fac-Door Handles for Stairwell & Kitchen	01/06/2017	\$159.98
631	Menard Inc Total				\$698.60
632	Mercantile Bank	081716-Balzer	EMS-Ambulance Run Refund/ZBalzer, Donald	12/29/2016	\$735.27
633	Mercantile Bank Total				\$735.27
634	Merrell Bros Inc	25206	WWTP-Land Applied BioSolids	12/28/2016	\$256,173.30
635	Merrell Bros Inc Total				\$256,173.30
636	Meyer, Matthew	FY17-HS	FY2017 Healthy Spending Reimb	01/03/2017	\$61.49
637	Meyer, Matthew Total				\$61.49
638	Midwest Industrial Supplies & Svcs	18773	Wtr-C64 Bit Tall PVC Uniform	01/03/2017	\$85.00
639	Midwest Industrial Supplies & Svcs Total				\$85.00
640	Midwest Meter Inc	85269-IN	Wtr-Meters	01/05/2017	\$8,479.00
641	Midwest Meter Inc Total				\$8,479.00
642	Midwest Municipal Supply	157344	Wtr-Saddle for Cl	12/14/2016	\$148.00
643		157552	Wtr-Union P/J CTS	12/22/2016	\$202.14
	Midwest Municipal Supply Total				\$350.14
645	Mid-West Truckers Assn Inc	P643085	Strts-Waiting TIme Fee	12/20/2016	\$26.25

	А	В	С	D	E
646	Mid-West Truckers Assn Inc	P643189	PW-Random Drug Testing	12/20/2016	\$315.00
647	Mid-West Truckers Assn Inc Total				\$341.25
648	Millennia Professional Services of IL Ltd	ME15041.02-4	Strts-W 2nd St Reconstruction	12/27/2016	\$1,253.00
649		ME16142.00-1	Pks/Rec-Turf Fields Survey	12/31/2016	\$15,280.00
650	Millennia Professional Services of IL Ltd Tot	al			\$16,533.00
651	Municipal Emergency Svcs	IN1087329	FD-Pre Wrap	12/09/2016	\$20.72
652	Municipal Emergency Svcs Total				\$20.72
653	MVI Inc	6006299	Wtr/Swr-SCADA Services	12/22/2016	\$812.50
654		6006407	Wtr/Swr-SCADA Services	12/29/2016	\$650.00
655		6006415	Wtr-Unmanaged Ethernet Switch	12/29/2016	\$295.00
656		6006451	Wtr/Swr-SCADA Services	01/03/2017	\$845.00
657		6006551	Wtr/Swr-SCADA Services	01/09/2017	\$780.00
658	MVI Inc Total				\$3,382.50
659	News Democrat	2132600-122516	Admin-Census Workers Ad	12/25/2016	\$250.00
660		8268519-122216	Admin-Subscription Renewal	12/22/2016	\$143.00
661	News Democrat Total				\$393.00
662	Nieroda, Jacob	6077513	Reimb/Coaching Gear	10/19/2016	\$75.00
663	Nieroda, Jacob Total				\$75.00
664	Norlab Inc	77462	Wtr-Toilet Dye Packets	12/16/2016	\$274.00
665	Norlab Inc Total				\$274.00
666	NuWay Concrete Forms Troy LLC	1078864	Swr-Vibratory Plate Compactor	01/03/2017	\$2,040.23
667	NuWay Concrete Forms Troy LLC Total				\$2,040.23
668	O'Brien Tire & Service Ctr Inc	183000	Strts-mileage, radial Tube	12/05/2016	\$109.80
669	O'Brien Tire & Service Ctr Inc Total				\$109.80
670	O'Fallon Fire Dept	3038	Reimb/Office Supplies	12/19/2016	\$175.83
671		4916	Reimb/Holiday Food	12/19/2016	\$286.85
672		8844534266	Reimb/Batteries, Paper Towels, Dish Soap, Creamer, Soft Drinks	12/15/2016	\$253.04
673		9826	Reimb/Kitchen/Cleaning Supplies	01/06/2017	\$182.41
	O'Fallon Fire Dept Total				\$898.13
675	O'Fallon Progress Inc	7072600-122516	CDD,EconDev-Ads	12/25/2016	\$239.06
	O'Fallon Progress Inc Total				\$239.06
677	O'Fallon Township	Sep-Dec 2016	Rotary Van Driver (September - December 2016)	01/03/2017	\$3,280.00
678	O'Fallon Township Total				\$3,280.00
679	O'Fallon Weekly	1671	EconDev-Advertising	01/12/2017	\$45.00
680	O'Fallon Weekly Total				\$45.00
681	O'Reilly Auto Parts	1151-204329	Strts-Brake Line, Union, Brake Fluid	12/06/2016	\$30.12
682		1151-204330	Strts-Batteries	12/06/2016	\$18.60
683		1151-204336	Strts-Brake Line	12/06/2016	\$12.88
684		1151-204980	Sportspark-Lubricant	12/09/2016	\$25.47
685		1151-205160	PD-Vacuum Caps	12/10/2016	\$5.78
686		1151-205194	PD-Return Credit	12/10/2016	-\$5.78
687		1151-205376	Pks/Rec-Salt Spread Preparation	12/12/2016	\$38.97
688		1151-205613	Strts-Oil Filters, Air Filters	12/13/2016	\$61.70

	А	В	С	D	Е
689		1151-205682	Strts-Carbon Steel	12/14/2016	\$9.58
690		1151-205999	Strts-AntiFreeze	12/16/2016	\$83.94
691		1151-206027	Strts-PB Blaster, Penatrent	12/16/2016	\$33.98
692		1151-206201	Sportspark-Straight Key	12/16/2016	\$2.91
693		1151-206285	PD-Wiper Blades	12/17/2016	\$47.43
694		1151-207073	Strts-Radiator Cap	12/21/2016	\$6.12
695		1151-207079	Strts-New Master Cylinder	12/21/2016	\$111.73
696		1151-207142	Strts-Gasket	12/21/2016	\$3.99
697		1151-207174	Strts-Ceramic Pads, Brake Shoe, Wheel Cleaner	12/21/2016	\$122.11
698		1151-207310	Strts-Brake Caliper	12/22/2016	\$100.78
699		1151-207790	PD-Wiper Blade	12/26/2016	\$12.02
700		1151-207995	Pks/Rec, Sportspark-Battery, Booster Cbl, Garage Jack	12/27/2016	\$317.86
701		1151-208019	Pks/Rec-Coupler	12/27/2016	\$7.49
702		1151-208261	Strts-Return Credit	12/28/2016	-\$161.73
703		1151-208282	Strts-Hydraulic Oil	12/28/2016	\$93.98
704		1151-208288	Strts-Cabin Air Filter, Air Filters, Oil Filters	12/28/2016	\$58.12
705		1151-208315	Strts-Battery, Terminal Protectant	12/28/2016	\$102.94
706		1151-208354	Strts-Gasket	12/28/2016	\$3.49
707		1151-208418	PD-Wiper Blade	12/29/2016	\$36.08
708		1151-208586	Cemetery-Booster Cable, Refill Kit, Ratchet	12/30/2016	\$90.22
709		1151-209190	Strts-Term Bolt, Speed Nuts, Body Fastener, Bolts	01/03/2017	\$128.00
710		1151-209466	Strts-Brake Rotor/Caliper/Pad/Cleaner/Fluid, Spindle Socket	01/04/2017	\$560.36
711		1151-209644	Cemetery-Bed Armor, Adhesive	01/05/2017	\$29.20
712		1151-209654	Strts-Hose Clamp, Hose Connector	01/05/2017	\$2.83
713		1151-209777	Strts-Coolant Hose	01/06/2017	\$12.82
714		1151-209812B	Strts-AntiFreeze	01/06/2017	\$77.94
715		1151-210276	Strts-Plow Lights	01/09/2017	\$113.99
	O'Reilly Auto Parts Total				\$2,195.92
717	Origliosso, Anthony	050616	EMS-Ambulance Run Refund	12/29/2016	\$250.00
718	Origliosso, Anthony Total			10/00/0010	\$250.00
719 720	Ostendorf, Daryl	122216	TUITION REIMBURSEMENT	12/22/2016	\$3,525.00
721	Ostendorf, Daryl Total	LIMANOC DOLLA 0024	IT Callant Costons Americal Cohomistics	12/22/2016	\$3,525.00
722	PagerDuty Inc PagerDuty Inc Total	HWRG-RSUA-0034	IT-Callout System Annual Subscription	12/22/2016	\$2,241.12 \$2,241.12
723	Paragon Micro Inc	745190	Wtr-HP Laser Jet Printer	12/08/2016	\$118.99
724	. aragon where me	746925	IT-Repl Keyboard & Mouse	12/20/2016	\$25.99
725		746928	IT-Video Adapter	12/20/2016	\$149.94
	Paragon Micro Inc Total	, 10520	11 Tideo Tidaptei	12/20/2010	\$294.92
727	Pedersen, Michael	6514-6629	Pks/Rec-Fundamentals of Computer Sciences	01/09/2017	\$750.00
728	Pedersen, Michael Total		,	, ,	\$750.00
729	Petty Cash	010917-CC	CC-SWICA, Recordings, Filing Tax Levy, Vehicle Registration	01/09/2017	\$452.25
730		111616-010317	Pks/Rec-SIPRA Memberships, Office Supplies	01/03/2017	\$118.37
731		121516-Cavins	Reimb/SIPCA Luncheon X 7	12/15/2016	\$70.00

	А	В	С	D	E
732	Petty Cash	121516-Ostendorf	Reimb-Pizza Tip	12/15/2016	\$10.00
733		121616-Matevey	Reimb/Farewell Luncheon	12/16/2016	\$102.25
734		467379	CityHall-Monthly Mayor's Council Mtg/True, Ed	11/04/2016	\$25.00
735		467380	EconDev-Halloween Costume Winner/Seipp, Shirley	11/04/2016	\$10.00
736		467381	EconDev-Nov Chamber Lunch/Funk, Pam	11/09/2016	\$12.00
737		467382	CityHall-Nov Mileage Reimb/Fair, Maryanne	12/01/2016	\$20.52
738		467383	CityHall-SWICMA Lunch/Litteken, Grant	01/06/2017	\$10.00
739		467384	CityHall-SWICMA Lunch/Denton, Walter	01/06/2017	\$10.00
740		467385	CityHall-SWICMA Lunch/Mitchell, April	01/06/2017	\$10.00
741		467386	CityHall-Newsletter Winner/Karras, Robert	01/12/2017	\$10.00
742	Petty Cash Total				\$860.39
743	Pitney Bowes Inc	1002808108	Wtr/Swr-Laser Cartridges	12/15/2016	\$256.88
744		121516	PD/EMS-Postage	12/15/2016	\$500.00
	Pitney Bowes Inc Total				\$756.88
746	Pitney Bowes Purchase Power	010517A	Wtr/Swr-A Cycle Mailling	01/05/2017	\$1,974.76
747		010517B	Wtr/Swr-A Cycle Mailling	01/05/2017	\$1,153.45
748		011117	Wtr/Swr-B Penalty Mailling	01/11/2017	\$571.37
749		011217	Wtr/Swr-Meter Postage Fee, Permit Overage Fee	01/12/2017	\$73.79
750		121916	Downstairs-Postage	12/19/2016	\$1,000.00
751		122216A	Wtr/Swr-B Bill Mailing	12/22/2016	\$969.99
752		122216B	Wtr/Swr-B Bill Mailing	12/22/2016	\$1,769.31
753		122816	Wtr/Swr-A Penalty Mailling	12/28/2016	\$690.89
	Pitney Bowes Purchase Power Total				\$8,203.56
755	Pitts, Charles	010317	Reimb/Laminator, Pouches	01/03/2017	\$180.91
	Pitts, Charles Total				\$180.91
757	Polk City Directories	1444956	FD-City Directory, Bundle Shipping	01/10/2017	\$395.00
	Polk City Directories Total				\$395.00
759	Post Pack & Ship	OFCDEC2016	IT-Shipping	01/01/2017	\$43.38
760		OFDDEC2016	FD-Shipping	01/01/2017	\$41.77
	Post Pack & Ship Total				\$85.15
762	Powell, Brian	FY17-HS	FY2017 Healthy Spending Reimb	12/30/2016	\$75.00
	Powell, Brian Total				\$75.00
764	Prestige Commercial Services Inc	3305	CityHall-January Cleaning Charges	12/30/2016	\$1,590.00
765		3306	Fac-January Cleaning Charges	12/30/2016	\$155.00
766		3307	Dep-January Cleaning Charges	12/30/2016	\$301.00
767		3308	FD-January Cleaning Charges	12/30/2016	\$150.00
768		3309	PD/EMS-January Cleaning Charges	12/30/2016	\$4,090.00
769		3310	IT-January Cleaning Charges	12/30/2016	\$445.00
770		3311	Strts,Wtr-January Cleaning Charges	12/30/2016	\$730.00
771		3312	WWTP-January Cleaning Charges	12/30/2016	\$60.00
772		3314	Swr-January Cleaning Charges	12/30/2016	\$230.00
	Prestige Commercial Services Inc Total				\$7,751.00
774	R P Lumber Co Inc	1611-238511	Pks/Rec-Treated Lumber, Glav Hex HD Lags	11/29/2016	\$347.99

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775	R P Lumber Co Inc	1612-296299	Pks/Rec-Equipment, Leanto Materials	12/12/2016	\$2,362.20
776		1612-304067	Pks/Rec-Hillman Fasteners	12/14/2016	\$8.87
777		1612-304887	Pks/Rec-Hillman Fasteners	12/14/2016	\$16.76
778		1612-336941	Pks/Rec-Strike Anchor	12/23/2016	\$5.87
779		1701-385551	Strts-Grade Stake	01/09/2017	\$8.95
780	R P Lumber Co Inc Total				\$2,750.64
781	Ray O'Herron Co Inc	1671897-IN	PD-Slim Jim	12/23/2016	\$41.27
	Ray O'Herron Co Inc Total				\$41.27
783	Red-E-Mix LLC	785054	Strts-4000 PSI O/S Flatwork, Winter Service, Calcium Chloride	12/08/2016	\$541.13
784		785339	Strts-4000 PSI O/S Flatwork, Winter Svc, Sm Load Chg	12/22/2016	\$217.50
785		785567	Strts-Stormsewer Repair	12/30/2016	\$352.50
786	Red-E-Mix LLC Total				\$1,111.13
787	Rejis Commission	INV0051726	PD-Internet Services	12/15/2016	\$222.34
788	Rejis Commission Total				\$222.34
789	Rhutasel and Associates	103116-#6	MFT-Milburn School Rd Sidewalk & Pedestrian Bridge	10/31/2016	\$1,408.98
790		120516-#3	MFT-Old Collinsville Rd, Hwy 50 Intersection	12/05/2016	\$4,202.71
791		120616-#3	MFT-Marie Schaeffer, Estella Kampmeyer & Hinchcliffe Sidewalks	12/06/2016	\$2,490.09
792		12882	MFT-Simmons Rd Phase 2 Survey	01/05/2017	\$2,747.80
793		12907	Strts-Seven Hills Rd Bridge Inspection	12/19/2016	\$1,526.99
794		12972	PropS-Presidential St Stormwater Remediation, Ph 2	01/06/2017	\$7,750.00
795	Rhutasel and Associates Total				\$20,126.57
796	Ronnoco Coffee LLC	1001755528	Upstairs-Coffee	12/16/2016	\$84.78
797		1001755551	PD/EMS-Coffee	12/16/2016	\$185.33
798		1001755609	Admin-Coffee	12/16/2016	\$47.90
799	Ronnoco Coffee LLC Total				\$318.01
800	Roy-el Catering Inc	2016876	EMS-Pediatric Seminar Luncheon	11/10/2016	\$375.00
801	Roy-el Catering Inc Total				\$375.00
802	RR Donnelley & Subsidiaries	717795603	Admin-YearEnd Envelopes	12/15/2016	\$34.59
803		792783478	Admin-YearEnd Forms, Envelopes	12/15/2016	\$288.07
804	RR Donnelley & Subsidiaries Total			11/00/0015	\$322.66
805 806	Sams Club	2008-112816	Lib-Daily Chef	11/28/2016	\$15.48
806		2041-121416	Lib-Program Supplies	12/14/2016	\$142.50
		3139-121416	PD/EMS-Kitchen Supplies	12/14/2016	\$29.68
808 809		3454-120316	PW-Upstairs Kitchen Supplies	12/03/2016	\$24.46
		3885-120816	Lib-Veg Tray, Cookie Tray	12/08/2016	\$27.96
810		3892-120816	Lib-Gatorade	12/08/2016	\$14.94
811		4004-121616	CityHall-Snack Machine Supplies	12/16/2016	\$74.16
812		4703-120816	Wtr/Swr-Chairmat	12/08/2016	\$19.98
813		5236-121416	Swr-Supplies for Sewer Truck	12/14/2016	\$235.94
814		6460-121016	CityHall-Snack Machine Supplies	12/10/2016	\$113.91
815		6461-121016	Upstairs-Hot Chocolate Mix	12/10/2016	\$7.28
816		7080-120816	Lib-Vending Machine Supplies	12/08/2016	\$194.85
817		7081-120816	Lib-Volunteer Appreciation Supplies	12/08/2016	\$110.94

	А	В	С	D	Е
818	Sams Club	7369-121516	Pks/Rec-Supplies for Jr Panther Tournament Concessions	12/15/2016	\$474.12
819		7422-121616	Lib-Vending Machine Supplies	12/16/2016	\$206.26
820		7461-121716	Pks/Rec-Supplies for Jr Panther Tournament Concessions	12/17/2016	\$207.36
821		9634-113016	CityHall-Snack Machine Supplies	11/30/2016	\$85.07
822		9635-113016	Upstairs-Foam Cups	11/30/2016	\$23.93
823		9636-113016	Wtr-Creamers	11/30/2016	\$8.88
824		999999-121616	Admin-Membership Fee	12/16/2016	\$15.00
825		CF161127-112716	Admin-Service Fee	11/27/2016	\$50.00
826	Sams Club Total				\$2,082.70
827	Schilling, Cheryl	011416	EMS-Ambulance Run Refund	12/29/2016	\$40.00
828	Schilling, Cheryl Total				\$40.00
829	Schmidt, Carol	010307	Reimb/Apiary Honey Supplies	01/03/2017	\$21.89
830	Schmidt, Carol Total				\$21.89
831	Sensit Technologies	235113-IN	FD-Refurbish	12/29/2016	\$89.12
832	Sensit Technologies Total				\$89.12
833	Sentinel Emergency Solutions	45555	FD-Swivel Rescue Reel, Intake Relief Valve Rebuild Kit	12/15/2016	\$176.00
834		45679	FD-Dust Caps	12/22/2016	\$422.76
835		45853	FD-Perform Inspection on Equip, Repaired Leaking Transformer Too	12/30/2016	\$2,943.96
836		45863	FD-Svc on Phoenix Power Unit/Combo Tool and Ram	12/30/2016	\$189.00
837	Sentinel Emergency Solutions Total				\$3,731.72
838	SeVeN 13 Portable Welding & Metal Wo	121816	Swr-Lift Station Aluminum Board/Panel Mods	12/18/2016	\$355.00
839	SeVeN 13 Portable Welding & Metal Works	Total			\$355.00
840	Shaffer Tire Service	37104	FD-Flat Repair, Svc Call	12/23/2016	\$130.00
841	Shaffer Tire Service Total				\$130.00
842	Sheehan, Donald	1023-112216	Reimb/Cell Phone Chgs	11/22/2016	\$30.00
843	Sheehan, Donald Total				\$30.00
844	Sheerin, Anne	053116	EMS-Ambulance Run Refund	12/29/2016	\$140.70
845	Sheerin, Anne Total				\$140.70
846	Shiloh Valley Equip Co	01-63211	Strts-Hy Gard, Trigger Lube Coupler	12/17/2016	\$662.94
847	Shiloh Valley Equip Co Total				\$662.94
848	Shred-It USA LLC	8121455954	Professional Shredding	12/22/2016	\$69.02
849		8121455955	PD/EMS-Professional Shredding	12/22/2016	\$101.23
	Shred-It USA LLC Total				\$170.25
851	Shur Clean Carpet Care	Dec 2016	CH,Dep,Pks,FD-Mat Service	01/10/2017	\$255.00
852	Shur Clean Carpet Care Total				\$255.00
853	Siebert, Michael	0902-100116	Reimb/Cell Phone Chgs	10/01/2016	\$45.00
854		1002-110116	Reimb/Cell Phone Chgs	11/01/2016	\$45.00
855	Siebert, Michael Total				\$90.00
856	Sitzes, Carolyn	122616	Reimb/Garden Mulch, Christmas Decorations	12/26/2016	\$250.77
857	Sitzes, Carolyn Total				\$250.77
858	Skaggs Marianne	010317	Reimb/Fundraising Fall Craft Supplies	01/03/2017	\$277.54
859	Skaggs Marianne Total				\$277.54
860	Solarwinds Inc	IN306289	Log & Event Manager - PCI Compliance	12/27/2016	\$9,096.50

Solarwinds Inc Total Southern IL Criminal Justice 122216 PD-Summit Registrations Southern IL Criminal Justice Total Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Di	12/22/2016 01/11/2017	\$9,096.50 \$850.00 \$850.00
863 Southern IL Criminal Justice Total 864 Southwestern IL City Mgmt Assn (SWICN 01117 EconDev-Annual Winter Dinner		
864 Southwestern IL City Mgmt Assn (SWICN 011117 EconDev-Annual Winter Dinner	01/11/2017	\$850.00
	01/11/2017	7050.00
		\$140.00
865 Southwestern IL City Mgmt Assn (SWICMA) Total		\$140.00
866 Spectra Graphics Inc 30604 Pks/Rec-Tournament T Shirts	12/15/2016	\$627.50
867 Spectra Graphics Inc Total		\$627.50
868 St Clair Service Co 13644 PW-Premium Diesel	12/06/2016	\$2,343.83
869 13704 PD/EMS-Diesel Fuel	12/14/2016	\$131.10
870 St Clair Service Co Total		\$2,474.93
871 Standard Insurance Co, The 121916 FD-Insurance Premiums	12/19/2016	\$345.90
872 Standard Insurance Co, The Total		\$345.90
873 State Industrial Products Corp 98067053 WWTP-State Biomate	12/15/2016	\$2,056.28
874 State Industrial Products Corp Total		\$2,056.28
875 Stericycle Inc 4006790814 EMS-Medical Suppllies	01/01/2017	\$206.87
876 Stericycle Inc Total		\$206.87
877 Steven Mueller Florist Dec 2016 December 2016 Flower Charges	12/31/2016	\$193.00
878 Steven Mueller Florist Total		\$193.00
879 Steve's Auto Body Inc 6315 PD-Svc on 2014 Explorer	12/16/2016	\$378.02
880 Steve's Auto Body Inc Total		\$378.02
881 Taser International SI1464348 PD-Handle, Holster, Battery Packs	12/26/2016	\$7,515.41
882 Taser International Total		\$7,515.41
883 Teklab Inc 194841 WWTP-Pet Dairy	12/19/2016	\$482.32
884 195126 WWTP-Pet Dairy	12/27/2016	\$613.23
885 195286 WWTP-NPDES Total Nitrogen Zinc	12/30/2016	\$418.00
886 Teklab Inc Total		\$1,513.55
887 Terminix 361206771 FD/EMS-Pest Control/102 Oak St	12/01/2016	\$38.00
888 361221931 FD-Pest Control/528 W Hwy 50	12/15/2016	\$45.00
889 361221932 FD-Pest Control/106 E Washington St	12/15/2016	\$42.00
890 Terminix Total		\$125.00
891 Thomas Scientific Inc 1018433 WWTP-Lab Supplies	12/19/2016	\$804.47
892 Thomas Scientific Inc Total		\$804.47
893 Thouvenot, Wade & Moerchen Inc 56458 MFT-Porter Rd Construction Plans	11/30/2016	\$3,612.50
7 Thouvenot, Wade & Moerchen Inc Total		\$3,612.50
895 TransUnion Risk and Alternative Data So 1201-123116 PD-TLOxp Charges & Credits	01/01/2017	\$158.25
7 TransUnion Risk and Alternative Data Solutions Inc Total		\$158.25
897 True Value 162973 FD-Parts, Gasket Kit	12/14/2016	\$8.38
898 True Value Total		\$8.38
Tyco Global Financial Solutions 9935-Interest Interest-Fire Alarm & Intrusion System	12/15/2016	\$249.91
900 9935-PMA PMA-Fire Alarm & Intrusion System	12/15/2016	\$1,528.08
901 9935-Principal Principal-Fire Alarm & Intrusion System	12/15/2016	\$1,315.88
902 Tyco Global Financial Solutions Total		\$3,093.87
903 Uline Inc 82783820 Pks/Rec-Safety Bollards, Pallet Rack	12/14/2016	\$986.10

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904	Uline Inc	82991153	Pks/Rec-Equipment Racks, Supply Shelving	12/21/2016	\$885.61
905	Uline Inc Total				\$1,871.71
906	United Healthcare	011416-Schilling	EMS-Ambulance Run Refund/Schilling, Cheryl	12/29/2016	\$291.77
907	United Healthcare Total				\$291.77
908	USA Blue Book	134697	Wtr/WWTP-Lab Supplies	12/16/2016	\$731.78
909		134708	Wtr,WWTP-Lab Supplies	12/16/2016	\$146.51
910		149169	Wtr-Lab Supplies	01/09/2017	\$203.90
911		149180	Wtr-Lab Suppliles	01/09/2017	\$3,387.73
912		149197	Wtr-Pipet Tips, Magnesium Chloride/Potassium	01/09/2017	\$785.20
913	USA Blue Book Total				\$5,255.12
914	Utility Pipe Sales Co Inc	EV049250	Wtr-Hinged Brass, Adapter, Flare Ball Corp, Meter Setters	01/03/2017	\$5,088.70
915	Utility Pipe Sales Co Inc Total				\$5,088.70
916	Vandale, Jennifer	1026-112516	Reimb/Cell Phone Chgs	11/25/2016	\$30.00
917		1126-122516	Reimb/Cell Phone Chgs	12/25/2016	\$30.00
918	Vandale, Jennifer Total				\$60.00
919	Vaughn, Clenna	080216	EMS-Ambulance Run Refund	12/30/2016	\$91.31
	Vaughn, Clenna Total				\$91.31
921	Verizon Wireless	9777211936	Monthly Cell Phone Charges	12/18/2016	\$7,064.42
922	Verizon Wireless Total				\$7,064.42
923	Village of Shiloh	1017-111616	FD-Monthly Utilities/102 N Oak St	11/17/2016	\$523.27
	Village of Shiloh Total				\$523.27
925	Warning Lites of Southern Illinois LLC	6656	Strts-Telspar Base, Telespar Post	12/14/2016	\$929.75
926		6668	Strts-Keep Right Symbol	12/15/2016	\$94.00
927	Warning Lites of Southern Illinois LLC Total				\$1,023.75
928	Watson's Office City	16826-1	Admin-Letters, Numbers & Symbols, Magnetic	11/18/2016	\$54.58
929		17426-1	HR-Classification Folders	12/31/2016	\$187.65
930		17478-1	Finance-Envelopes	01/05/2017	\$138.41
931	Watson's Office City Total				\$380.64
932	Wesclin Athletic Boosters	010517-Posey	Pks/Rec-Hoops Basketball Tourney, GB05	01/05/2017	\$150.00
933		010517-Tebbe	Pks/Rec-Hoops Basketball Tournament, BB05	01/05/2017	\$150.00
	Wesclin Athletic Boosters Total				\$300.00
935	Winsupply O'Fallon IL Co	203890 00	Swr-Capping Sewer Line	12/15/2016	\$1.99
936	Winsupply O'Fallon IL Co Total				\$1.99
937	Wireless USA	248272	PD/EMS-January 2017 Service Contract	12/27/2016	\$1,098.00
938		248304	PD-Repair	12/27/2016	\$50.00
939	Wireless USA Total				\$1,148.00
940	Wise Safety & Environmental	1183670	PW-Bomber Jackets, Pocket Hood	12/14/2016	\$1,238.95
941		1183879	Swr-Bomber Jacket, Black Bottom	12/15/2016	\$121.91
942		1185834	PW-Uniforms	01/05/2017	\$186.38
943	Wise Safety & Environmental Total				\$1,547.24
944	Wood Bakery	28677	Admin-Chocolate Chip Cookies for Scouts	12/18/2016	\$6.75
945		28680	Admin-BB Hooles for Office	12/20/2016	\$5.40
946	Wood Bakery Total				\$12.15

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947	Work Center Inc, The	337	Strts-Post Offer Test	12/20/2016	\$175.00
	Work Center Inc, The Total				\$175.00
949	Wright Express	48111723	Monthly Fuel Charges	12/31/2016	\$17,484.27
950	Wright Express Total				\$17,484.27
951	Grand Total				\$1,906,427.67