

CITY OF O'FALLON

GARY L. GRAHAM

Mayor

PHILIP A. GOODWIN

City Clerk

Walter Denton

City Administrator

DAVID H. HURSEY

City Treasurer

ALDERMAN

Gene McCoskey

Richie Meile

Jerry Albrecht

Robert Kueker

Vacant

Kevin Hagarty

Herb Roach

Ward 1

Ward 1

Ward 2

Ward 2

Ward 3

Ward 3

Ward 4

Matt Smallheer

Michael Bennett

Courtney Marsh

Ray Holden

Ned Drolet

David Cozad

Harlan Gerrish

Ward 4

Ward 5

Ward 5

Ward 6

Ward 6

Ward 7

Ward 7

CITY COUNCIL MEETING

A G E N D A

Monday, May 2, 2016

7:00 P.M. – Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES – [April 18, 2016](#)

V. PUBLIC HEARING – None scheduled

VI. REPORTS

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

B. Clerk's Report

C. Mayor's Report

1. District 90 presentation
2. Delta Sigma Theta Society
3. Proclamation declaring the month of May as Building Safety Month
4. Proclamation declaring May 5th as "Wake up America Day" in acknowledgment of the National Day of Prayer
5. Proclamation declaring May 16 – May 20, 2016 as "O'Fallon EMS Week"

VII. RESOLUTIONS –

ITEM 1 – Resolution authorizing the Mayor to execute an agreement with Haier Plumbing & Heating, Inc. for the Presidential Streets Stormwater Remediation – Phase 1 project in an amount of \$708,136.20

ITEM 2 – Resolution authorizing the Mayor to execute an agreement with Rhutasel & Associates for Construction Services related to the Presidential Streets Stormwater and Street Improvements – Phase 1 in an amount not to exceed \$27,000

ITEM 3 – Resolution authorizing the Mayor to execute an agreement with Haier Plumbing & Heating, Inc., for the Howard Place & Smiley Drainage Storm Sewer Interceptor (Phase 1) & related improvement in an amount of \$527,429.65

ITEM 4 – Resolution authorizing the Mayor to execute an agreement with Lake Contracting, Inc., for the calendar year 2016 Concrete Replacement program in the amount of \$94,242.32

ITEM 5 – Resolution authorizing the Mayor to execute an agreement with Christ Brothers Asphalt, Inc., for Street Resurfacing – CY2016 in the amount of \$298,200.48

ITEM 6 – Resolution authorizing the Mayor to execute an agreement with Trane for the purchase of Roof Top Heating, Ventilation and Air Conditioning (HVAC) units in the amount not to exceed \$19,985

ITEM 7 – Resolution authorizing the Mayor and City Clerk to execute an IDOT Construction Engineering Services Agreement for Federal participation with Rhutasel and Associates in the amount of \$12,300 for engineering services and for the use of MFT funds in the support of the 2015 Safe Routes to School Improvements

ITEM 8 – Resolution authorizing the Mayor to execute an agreement with Oates Associates, Inc. for the design of the Commerce Drive Apron Reconstruction Project in the amount of \$23,000

ITEM 9 – Resolution authorizing the Mayor to execute an agreement with White & Borgognoni Architects for the Feasibility Studies of 200 South Lincoln Avenue & 255 South Lincoln Avenue at a cost of \$16,050

ITEM 10 – Resolution authorizing the Director of Finance to secure a lease/purchase agreement for equipment/vehicles for FY2016/17

ITEM 11 – Resolution authorizing the Mayor to execute an agreement with the United States Department of Commerce, U.S. Census Bureau in an amount not to exceed \$150,572

ITEM 12 – Resolution authorizing the Mayor to execute an agreement with Stopp & Van Hoy for auditing services for the year ending April 30, 2016 in an amount not to exceed \$32,000

VIII. ORDINANCES

A. 1st reading –

ITEM 13 – Ord. amending Chapter 116, Alcoholic Beverages, regarding “Bring Your Own Bottle”

ITEM 14 – Ord. amending Ord. 623, Zoning, development known as “Courage & Grace” located at 300 West State Street

ITEM 15 – Ord. Approving the Final Plat of Savannah Hills, 3rd Addition

B. 2ND Reading –

ITEM 16 – Ord. amending Section 118.03, Chapter 118: Special Events

IX. STANDING COMMITTEES

1. Community Development – *Minutes attached*
2. Public Works
3. Public Safety
4. Finance and Administration – *Minutes attached*
 - a) **Motion** to approve Warrant #349 in the amount of \$1,459,473.70

5. Parks/Environment

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

XI. ACTION TAKEN ON EXECUTIVE SESSION ITEMS

XII. ADJOURNMENT

**O'FALLON CITY COUNCIL
MINUTES OF THE REGULAR COUNCIL MEETING
Draft April 18, 2016**

The regular meeting was called to order at 7:00 p.m. by Mayor Graham who led 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; Jerry Mouser, present; Kevin Hagarty, present; Herb Roach, present; Matthew Smallheer, present; Michael Bennett, present; Courtney Marsh, present; Ray Holden, present; Ned Drolet, present; David Cozad, present; Harlan Gerrish, present. A quorum was declared present.

APPROVAL OF MINUTES: Mayor Graham asked for approval of the minutes. Motion was made by J. Albrecht and seconded by K. Hagarty to approve the minutes of April 4, 2016. All ayes. Motion carried.

PUBLIC HEARING – Mayor Graham opened the Public Hearing for the consideration of the adoption of the Fiscal Year 2016-2017 Municipal Budget at 7:01 p.m. He called three times for public input but no one came forward. Mayor Graham closed the public hearing at 7:02 p.m.

RESIDENTS: Mayor Pro Tem Mouser asked if anyone wished to come forward to speak to the Council.

Vern Malare inquired as to when the work would begin on the presidential streets, and J. Taylor responded that the bids are being evaluated. They have an award meeting scheduled for tomorrow. It should be on the next committee agenda.

He also voiced his concerns about standing water in swimming pools because of the Zika virus, and Mayor Graham said that citizens should contact code enforcement if they see any problems.

REPORTS:

Clerk's Report: P. Goodwin read the following requests:

1. Request from St. Clair County Republican Women to conduct a raffle for Cardinal baseball tickets and other items on April 28, 2016 at the KC Hall at 5420 Old Collinsville Road
2. Request from St. Clair Associated Vocational Enterprises, Inc. to conduct a raffle on April 23, 2016 at the KC Hall at 5420 Old Collinsville Road

3. Request from Willard C. Scrivner Public Health Foundation to conduct a raffle for a quilt from approval through May 7, 2016 at the KC Hall at 5420 Old Collinsville Road

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

Mayor's Report: Mayor Graham asked Brett Schuette of the American Cancer Society to come forward. Mayor Graham presented B. Schuette with a proclamation declaring April 18, 2016 as 80% by 2018 Day in awareness of Colon Cancer.

Mayor Graham also read a proclamation declaring April 30, 2016 as Arbor Day.

He made an announcement that this month's meeting of the Southwestern Illinois Council of Mayors will be held Thursday, April 28th at the Community Center in St. Jacob. He asked that the Council contact Jamie, by Friday, April 22nd to make a reservation.

RESOLUTIONS:

Motion by J. Albrecht and seconded by J. Mouser to consider Resolution Items 1 – 3 under the Omnibus Agreement. All ayes. Motion carried.

J. Albrecht read the following resolutions:

Item 1 – Resolution authorizing the Mayor to execute an intergovernmental agreement with the O'Fallon Community Consolidated School District 90

Item 2 – Resolution approving and accepting a plat to be known as the Venita Drive and Taylor Road Right-of-Way (ROW) Dedication and Easement Plat

Item 3 – Resolution authorizing the Mayor to execute a Professional Services Contract with SWT for the purpose of performing a design and construction service for the Green Mount Corridor in the amount of \$100,200

Motion by J. Albrecht and seconded by R. Kueker to approve resolutions Items 1 – 3 under the previous Omnibus Agreement.

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

ORDINANCES:

1st Reading –

Motion by J. Albrecht and seconded by G. McCoskey to consider on 1st Reading, Item 4, an Ordinance amending Section 118.03, Chapter 118: Special Events.

N. Drolet voiced his concern that this Ordinance amendment clashes with First Amendment protection. He has no issue with the staff wanting to streamline the process, however, he said there is no provision for any review by any committee. He added there is no assurance that even if a Council member requested that it be placed on the agenda that it would be honored. He believes it is designed to crush dissent.

Mayor Graham said this was mainly for routine applications.

N. Drolet added he had no concerns with routine applications. He believes alderman should have the option for an application to go before the committee.

M. Bennett made a motion seconded by R. Kueker to amend it to add to C.3, "Or a positive vote of any committee".

ROLL CALL: McCoskey, aye; Meile, aye; Albrecht, no; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, aye; Marsh, aye; Holden, aye; Drolet, aye; Cozad, aye, Gerrish, aye. 13 – ayes; 1 - no. Motion carried.

Vote on motion, as amended:

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

2nd Readings –

Motion by J. Albrecht and seconded by J. Mouser to consider on 2nd Reading, Items 5 – 8 under the Omnibus Agreement. All ayes. Motion carried.

J. Albrecht read the following:

Item 5 – An Ordinance budgeting for all corporate purposes of the City of O'Fallon, St. Clair County, Illinois for the fiscal year beginning May 1, 2016 and ending April 30, 2017

Item 6 – An Ordinance approving the Final Plat of the Reserves of Timber Ridge – Phase 2A.

Item 7 – An Ordinance approving the Final Plat of Illini Trails, 3rd Addition, Plat 1.

Item 8 – An Ordinance approving the Final Plat of Lake St. Ellen's Plaza.

Motion by J. Albrecht and seconded by J. Mouser to approve on 2nd Reading, items 5 – 8 under the previous Omnibus Agreement.

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

STANDING COMMITTEES –

Community Development: J. Albrecht stated they will meet at 6:00 p.m. April 25th at the Public Safety Building.

Public Works: G. McCoskey stated they will meet April 25th at 7:00 p.m. at the Public Safety Building.

M. Bennett stated that he will miss J. Mouser, as this is Jerry's last meeting.

Finance/Administration: M. Bennett said they met prior to this meeting. M. Bennett made a motion seconded by J. Albrecht to approve Warrant #348 in the amount of \$1,448,617.82.

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

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

Parks and Environment: R. Holden said they would meet May 9th at 5:30 p.m. They will be reviewing some studies.

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

K. Hagarty announced that he and J. Mouser will have their Town Hall meeting at 6:30 p.m. on Tuesday here at City Hall, and John West will be the speaker. He will also miss J. Mouser for everything he has done to assist him.

J. Mouser thanked the staff and everyone on the Council. He enjoyed his service to the community.

Mayor Graham added that J. Mouser has served the City well. He was given a standing ovation.

Mayor Graham mentioned that the new Tim Horton groundbreaking ceremony will be held at 11:00 a.m. tomorrow.

He also stated that we were given an award as the third best city for raising a family in the state. Our schools, parks, and library were duly noted. He also reminded everyone to go see the Library updates. Over 160,000 people have used the library this year.

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

The meeting was adjourned at 7:30 p.m.

Submitted by,

Philip A. Goodwin
City Clerk

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



CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Agreement with Haier Plumbing & Heating, Inc. for the Presidential Streets Stormwater Remediation – Phase 1 Project

List of committees that have reviewed: Public Works

Background: The project is located in an older area of O'Fallon commonly known as "The Presidential Streets" that was originally designed in the early 20th century with open ditches for remediation of stormwater. Due to years of naturally occurring sediment and residents filling in these ditches, this has led to a history of drainage issues. The project has been designed to take place in phases, with this being the first phase, and will consist of installing storm sewer pipe and inlets to allow the flow of stormwater to various detention ponds that have been established.

Legal Considerations, if any: Normal execution of a contract.

Budget Impact: Funding was reserved in the FY17 Public Works Prop S Budget.

Staff recommendation: Staff recommends execution of the RESOLUTION awarding the contract to Haier Plumbing & Heating, Inc. in the amount of \$708,136.20 based on their unit price bid. (See bid tab attached)

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAIER
PLUMBING & HEATING, INC., FOR THE PRESIDENTIAL STREETS
STORMWATER REMEDIATION – PHASE 1 PROJECT IN AN AMOUNT OF
\$708,136.20 BASED ON THE UNIT PRICES BID**

WHEREAS, the City of O'Fallon, a municipal corporation, has requirements for drainage improvements in the project area, and

WHEREAS, Haier Plumbing & Heating, Inc., was the qualifying low bidder for the replacement.

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

That the City of O'Fallon authorizes its appropriate representatives to sign an agreement with Haier Plumbing & Heating, Inc., for the Presidential Streets Stormwater Remediation – Phase 1 project, in the amount of \$708,136.20 based on unit prices and quantities that were bid by all competing contractors.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

City of O'Fallon
Bid Tab

**PRESIDENTIAL STREETS
STORMWATER REMEDIATION - PHASE 1
Tuesday, April 12, 2016**

		Haier Plumbing & Heating, Inc. Okawville, IL		LW Contractors, Inc. Collinsville, IL		Hank's Excavating & Landscaping, Inc. Belleville, IL		Stutz Excavating, Inc Alton, IL		Baxmeyer Construction, Inc. Waterloo, IL		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST
1	TREE REM (6 TO 15 UNITS DIAMETER)	183 UNIT	\$ 34.25	\$ 6,267.75	\$ 57.00	\$ 10,431.00	\$ 50.00	\$ 9,150.00	\$ 47.95	\$ 8,774.85	\$ 51.00	\$ 9,333.00
2	TREE REM (OVER 15 UNITS DIAMETER)	218 UNIT	\$ 42.75	\$ 9,319.50	\$ 38.00	\$ 8,284.00	\$ 60.00	\$ 13,080.00	\$ 52.00	\$ 11,336.00	\$ 67.00	\$ 14,606.00
3	EARTH EXCAVATION	4,316 CU YD	\$ 17.25	\$ 74,451.00	\$ 15.00	\$ 64,740.00	\$ 26.00	\$ 112,216.00	\$ 17.85	\$ 77,040.60	\$ 23.00	\$ 99,268.00
4	SEEDING, FERTILIZER & MULCH	1 L SUM	\$ 12,000.00	\$ 12,000.00	\$ 14,552.00	\$ 14,552.00	\$ 25,000.00	\$ 25,000.00	\$ 28,000.00	\$ 28,000.00	\$ 25,000.00	\$ 25,000.00
5	EROSION CONTROL BLANKET	2,044 SQ YD	\$ 2.50	\$ 5,110.00	\$ 2.75	\$ 5,621.00	\$ 2.00	\$ 4,088.00	\$ 3.55	\$ 7,256.20	\$ 1.50	\$ 3,066.00
6	TEMP EROSION CONTROL SEEDING	245 POUND	\$ 4.00	\$ 980.00	\$ 3.25	\$ 796.25	\$ 3.60	\$ 882.00	\$ 5.30	\$ 1,298.50	\$ 7.50	\$ 1,837.50
7	INLET & PIPE PROTECTION	41 EACH	\$ 75.00	\$ 3,075.00	\$ 72.00	\$ 2,952.00	\$ 215.00	\$ 8,815.00	\$ 107.00	\$ 4,387.00	\$ 118.00	\$ 4,838.00
8	AGGREGATE BASE COURSE, TYPE B	326 TON	\$ 32.30	\$ 10,529.80	\$ 22.00	\$ 7,172.00	\$ 40.00	\$ 13,040.00	\$ 39.00	\$ 12,714.00	\$ 46.00	\$ 14,996.00
9	AGGREGATE SURFACE COURSE, TYPE B	136 TON	\$ 42.00	\$ 5,712.00	\$ 29.75	\$ 4,046.00	\$ 52.00	\$ 7,072.00	\$ 30.00	\$ 4,080.00	\$ 64.00	\$ 8,704.00
10	AGGREGATE FOR TEMPORARY ACCESS	287 TON	\$ 30.00	\$ 8,610.00	\$ 20.00	\$ 5,740.00	\$ 33.00	\$ 9,471.00	\$ 32.00	\$ 9,184.00	\$ 29.00	\$ 8,323.00
11	INCIDENTAL HOT-MIX ASPHALT SURF	287 TON	\$ 160.00	\$ 45,920.00	\$ 135.00	\$ 38,745.00	\$ 140.00	\$ 40,180.00	\$ 128.00	\$ 36,736.00	\$ 222.00	\$ 63,714.00
12	PCC DRIVEWAY PAVEMENT, 6 INCH	80 SQ YD	\$ 64.00	\$ 5,120.00	\$ 81.00	\$ 6,480.00	\$ 75.00	\$ 6,000.00	\$ 113.00	\$ 9,040.00	\$ 132.00	\$ 10,560.00
13	PAVED DITCH	1,324 SQ FT	\$ 19.00	\$ 25,156.00	\$ 15.25	\$ 20,191.00	\$ 12.00	\$ 15,888.00	\$ 17.00	\$ 22,508.00	\$ 17.00	\$ 22,508.00
14	DETECTABLE WARNINGS	16 SQ FT	\$ 25.00	\$ 400.00	\$ 25.00	\$ 400.00	\$ 50.00	\$ 800.00	\$ 42.00	\$ 672.00	\$ 19.00	\$ 304.00
15	PAVEMENT REMOVAL	799 SQ YD	\$ 7.10	\$ 5,672.90	\$ 4.80	\$ 3,835.20	\$ 25.00	\$ 19,975.00	\$ 11.00	\$ 8,789.00	\$ 19.00	\$ 15,181.00
16	DRIVEWAY PAVEMENT REMOVAL	96 SQ YD	\$ 9.50	\$ 912.00	\$ 5.75	\$ 552.00	\$ 13.00	\$ 1,248.00	\$ 11.00	\$ 1,056.00	\$ 15.00	\$ 1,440.00
17	COMBINATION CURB & GUTTER REMOVAL & REPLACEMENT	14 FT	\$ 60.00	\$ 840.00	\$ 86.00	\$ 1,204.00	\$ 70.00	\$ 980.00	\$ 103.00	\$ 1,442.00	\$ 82.00	\$ 1,148.00
18	SIDEWALK REMOVAL & REPLACEMENT	692 SQ FT	\$ 8.00	\$ 5,536.00	\$ 17.25	\$ 11,937.00	\$ 9.00	\$ 6,228.00	\$ 16.00	\$ 11,072.00	\$ 11.00	\$ 7,612.00
19	REMOVAL OF EXISTING STRUCTURES	4 EA	\$ 1,725.00	\$ 6,900.00	\$ 2,072.00	\$ 8,288.00	\$ 3,500.00	\$ 14,000.00	\$ 6,300.00	\$ 25,200.00	\$ 7,500.00	\$ 30,000.00
20	RETAINING WALL REMOVAL	1 L SUM	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 2,200.00	\$ 2,200.00	\$ 2,800.00	\$ 2,800.00	\$ 850.00	\$ 850.00
21	MOVING EXISTING INLETS	8 EACH	\$ 125.00	\$ 1,000.00	\$ 600.00	\$ 4,800.00	\$ 375.00	\$ 3,000.00	\$ 685.00	\$ 5,480.00	\$ 750.00	\$ 6,000.00
22	PIPE CULVERT REMOVAL	1,101 FT	\$ 9.60	\$ 10,569.60	\$ 15.00	\$ 16,515.00	\$ 19.00	\$ 20,919.00	\$ 45.00	\$ 49,545.00	\$ 35.00	\$ 38,535.00
23	BOX CULVERT END SECTIONS	1 EACH	\$ 2,140.00	\$ 2,140.00	\$ 3,662.00	\$ 3,662.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	\$ 2,400.00	\$ 2,400.00
24	PRECAST CONCRETE BOX CULVERTS 6' X 4'	90 FT	\$ 417.00	\$ 37,530.00	\$ 412.50	\$ 37,125.00	\$ 540.00	\$ 48,600.00	\$ 565.00	\$ 50,850.00	\$ 750.00	\$ 67,500.00
25	SANITARY SEWER REPAIR	7 EACH	\$ 8,900.00	\$ 62,300.00	\$ 1,992.00	\$ 13,944.00	\$ 7,000.00	\$ 49,000.00	\$ 9,117.00	\$ 63,819.00	\$ 4,100.00	\$ 28,700.00
26	SANITARY SEWER MAIN 10"	130 FT	\$ 72.00	\$ 9,360.00	\$ 99.50	\$ 12,935.00	\$ 135.00	\$ 17,550.00	\$ 71.00	\$ 9,230.00	\$ 100.00	\$ 13,000.00
27	SANITARY SEWER MANHOLES	4 EACH	\$ 2,800.00	\$ 11,200.00	\$ 2,970.00	\$ 11,880.00	\$ 4,700.00	\$ 18,800.00	\$ 2,300.00	\$ 9,200.00	\$ 4,200.00	\$ 16,800.00
28	STOM SEWER REPAIR	2 EACH	\$ 650.00	\$ 1,300.00	\$ 1,200.00	\$ 2,400.00	\$ 7,000.00	\$ 14,000.00	\$ 4,400.00	\$ 8,800.00	\$ 4,900.00	\$ 9,800.00
29	ROOF DRAIN CONNECTIONS	2 EACH	\$ 350.00	\$ 700.00	\$ 360.00	\$ 720.00	\$ 600.00	\$ 1,200.00	\$ 400.00	\$ 800.00	\$ 475.00	\$ 950.00
30	INLETS, SPECIAL, NO. 1	10 EACH	\$ 1,825.00	\$ 18,250.00	\$ 3,015.00	\$ 30,150.00	\$ 3,200.00	\$ 32,000.00	\$ 2,150.00	\$ 21,500.00	\$ 2,600.00	\$ 26,000.00
31	INLETS, SPECIAL, NO. 1A	2 EACH	\$ 3,500.00	\$ 7,000.00	\$ 2,320.00	\$ 4,640.00	\$ 3,500.00	\$ 7,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,975.00	\$ 7,950.00
32	INLETS, SPECIAL, NO. 18	9 EACH	\$ 1,645.00	\$ 14,805.00	\$ 3,308.00	\$ 29,772.00	\$ 2,800.00	\$ 25,200.00	\$ 2,105.00	\$ 18,945.00	\$ 2,400.00	\$ 21,600.00
33	INLETS, SPECIAL, NO. 1C	2 EACH	\$ 1,975.00	\$ 3,950.00	\$ 4,640.00	\$ 9,280.00	\$ 2,400.00	\$ 4,800.00	\$ 1,965.00	\$ 3,930.00	\$ 2,700.00	\$ 5,400.00
34	INLETS, SPECIAL, NO. 2	4 EACH	\$ 2,125.00	\$ 8,500.00	\$ 4,445.00	\$ 17,780.00	\$ 4,000.00	\$ 16,000.00	\$ 2,744.00	\$ 10,976.00	\$ 3,500.00	\$ 14,000.00
35	INLETS, SPECIAL, NO. 3	5 EACH	\$ 3,235.00	\$ 16,175.00	\$ 5,050.00	\$ 25,250.00	\$ 4,000.00	\$ 20,000.00	\$ 3,040.00	\$ 15,200.00	\$ 4,800.00	\$ 24,000.00
36	INLETS, SPECIAL, NO. 4	2 EACH	\$ 3,630.00	\$ 7,260.00	\$ 6,505.00	\$ 13,010.00	\$ 5,000.00	\$ 10,000.00	\$ 4,400.00	\$ 8,800.00	\$ 5,400.00	\$ 10,800.00
37	INLETS, SPECIAL, NO. 5	1 EACH	\$ 7,375.00	\$ 7,375.00	\$ 13,998.00	\$ 13,998.00	\$ 10,000.00	\$ 10,000.00	\$ 8,700.00	\$ 8,700.00	\$ 9,800.00	\$ 9,800.00
38	INLETS, SPECIAL, NO. 6	1 EACH	\$ 1,925.00	\$ 1,925.00	\$ 2,114.00	\$ 2,114.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 3,000.00	\$ 3,000.00
39	INLETS, TYPE A, TYPE 1 FRAME & OPEN LID	1 EACH	\$ 940.00	\$ 940.00	\$ 1,386.00	\$ 1,386.00	\$ 1,500.00	\$ 1,500.00	\$ 1,125.00	\$ 1,125.00	\$ 1,400.00	\$ 1,400.00
41	MANHOLES, TYPE A, 5'-DIA, TYPE 1 FRAME & OPEN LID	1 EACH	\$ 1,790.00	\$ 1,790.00	\$ 2,210.00	\$ 2,210.00	\$ 1,500.00	\$ 1,500.00	\$ 2,625.00	\$ 2,625.00	\$ 3,000.00	\$ 3,000.00
42	PRECAST REINF CONCRETE FLARED END SECTIONS, 15"	1 EACH	\$ 475.00	\$ 475.00	\$ 680.00	\$ 680.00	\$ 950.00	\$ 950.00	\$ 635.00	\$ 635.00	\$ 900.00	\$ 900.00
43	PRECAST REINF CONCRETE FLARED END SECTIONS, 18"	3 EACH	\$ 535.00	\$ 1,605.00	\$ 747.00	\$ 2,241.00	\$ 1,000.00	\$ 3,000.00	\$ 695.00	\$ 2,085.00	\$ 1,000.00	\$ 3,000.00
44	PRECAST REINF CONCRETE FLARED END SEC, EQUIVALENT RD SIZE-27"	1 EACH	\$ 1,160.00	\$ 1,160.00	\$ 1,311.00	\$ 1,311.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00
45	STORM SEWERS, CLASS A, TYPE 1 12"	112 FT	\$ 39.50	\$ 4,424.00	\$ 56.00	\$ 6,272.00	\$ 50.00	\$ 5,600.00	\$ 65.00	\$ 7,280.00	\$ 40.00	\$ 4,480.00
46	STORM SEWERS, CLASS A, TYPE 1 15"	35 FT	\$ 46.00	\$ 1,610.00	\$ 99.00	\$ 3,465.00	\$ 72.00	\$ 2,520.00	\$ 67.00	\$ 2,345.00	\$ 56.00	\$ 1,960.00
47	STORM SEWERS, CLASS A, TYPE 1 18"	60 FT	\$ 59.00	\$ 3,540.00	\$ 84.00	\$ 5,040.00	\$ 90.00	\$ 5,400.00	\$ 83.00	\$ 4,980.00	\$ 73.00	\$ 4,380.00
48	STORM SEWERS, CLASS A, TYPE 1 24"	41 FT	\$ 66.25	\$ 2,716.25	\$ 90.00	\$ 3,690.00	\$ 75.00	\$ 3,075.00	\$ 92.00	\$ 3,772.00	\$ 88.00	\$ 3,608.00
49	STORM SEWERS, CLASS A, TYPE 1 48"	61 FT	\$ 132.00	\$ 8,052.00	\$ 152.00	\$ 9,272.00	\$ 140.00	\$ 8,540.00	\$ 138.00	\$ 8,418.00	\$ 142.00	\$ 8,662.00
50	STORM SEWERS, CLASS A, TYPE 2 15"	62 FT	\$ 46.00	\$ 2,852.00	\$ 91.00	\$ 5,642.00	\$ 74.00	\$ 4,588.00	\$ 68.00	\$ 4,216.00	\$ 64.00	\$ 3,968.00
51	STORM SEWERS, CLASS A, TYPE 2 18"	256 FT	\$ 50.60	\$ 12,953.60	\$ 108.00	\$ 27,648.00	\$ 95.00	\$ 24,320.00	\$ 71.00	\$ 18,176.00	\$ 100.00	\$ 25,600.00
52	STORM SEWERS, CLASS A, TYPE 2 24"	81 FT	\$ 60.00	\$ 4,860.00	\$ 80.00	\$ 6,480.00	\$ 70.00	\$ 5,670.00	\$ 82.00	\$ 6,642.00	\$ 79.00	\$ 6,399.00
53	STORM SEWERS, CLASS A, TYPE 2 36"	63 FT	\$ 87.75	\$ 5,528.25	\$ 204.00	\$ 12,852.00	\$ 155.00	\$ 9,765.00	\$ 127.00	\$ 8,001.00	\$ 150.00	\$ 9,450.00
54	STORM SEWERS, CLASS A, TYPE 2 42"	29 FT	\$ 122.00	\$ 3,538.00	\$ 269.00	\$ 7,801.00	\$ 195.00	\$ 5,655.00	\$ 168.00	\$ 4,872.00	\$ 200.00	\$ 5,800.00
55	STORM SEWERS, CLASS A, TYPE 2 48"	239 FT	\$ 121.40	\$ 29,014.60	\$ 178.00	\$ 42,542.00	\$ 180.00	\$ 43,020.00	\$ 158.00	\$ 37,762.00	\$ 170.00	\$ 40,630.00
56	STORM SEWERS, CLASS A, TYPE 3 30"	190 FT	\$ 110.00	\$ 20,900.00	\$ 168.00	\$ 31,920.00	\$ 250.00	\$ 47,500.00	\$ 110.00	\$ 20,900.00	\$ 240.00	\$ 45,600.00
57	STORM SEWERS, CLASS A, TYPE 1, EQUIVALENT RD SIZE-27"	23 FT	\$ 118.00	\$ 2,714.00	\$ 115.00	\$ 2,645.00	\$ 145.00	\$ 3,335.00	\$ 80.00	\$ 1,840.00	\$ 120.00	\$ 2,760.00
58	STORM SEWERS, CLASS B, TYPE 1 24"	53 FT	\$ 48.00	\$ 2,544.00	\$ 67.00	\$ 3,551.00	\$ 55.00	\$ 2,915.00	\$ 35.00	\$ 1,855.00	\$ 63.00	\$ 3,339.00
59	STORM SEWERS, CLASS B, TYPE 1 48"	135 FT	\$ 98.15	\$ 13,250.25	\$ 107.00	\$ 14,445.00	\$ 125.00	\$ 16,875.00	\$ 100.00	\$ 13,500.00	\$ 117.00	\$ 15,795.00
60	STORM SEWERS, CLASS B, TYPE 2 15"	31 FT	\$ 44.25	\$ 1,371.75	\$ 51.00	\$ 1,581.00	\$ 45.00	\$ 1,395.00	\$ 64.00	\$ 1,984.00	\$ 58.00	\$ 1,798.00
61	STORM SEWERS, CLASS B, TYPE 2 18"	217 FT	\$ 41.75	\$ 9,059.75	\$ 47.00	\$ 10,199.00	\$ 45.00	\$ 9,765.00	\$ 65.00	\$ 14,105.00	\$ 59.00	\$ 12,803.00
62	STORM SEWERS, CLASS B, TYPE 2 21"	96 FT	\$ 54.60	\$ 5,241.60	\$ 74.00	\$ 7,104.00	\$ 60.00	\$ 5,760.00	\$ 62.00	\$ 5,952.00	\$ 66.00	\$ 6,336.00
63	STORM SEWERS, CLASS B, TYPE 2 42"	66 FT	\$ 89.35	\$ 5,897.10	\$ 129.00	\$ 8,514.00	\$ 120.00	\$ 7,920.00	\$ 119.00	\$ 7,854.00	\$ 133.00	\$ 8,778.00
64	STORM SEWERS, CLASS B, TYPE 2 48"	76 FT	\$ 101.00	\$ 7,676.00	\$ 130.00	\$ 9,880.00	\$ 130.00	\$ 9,880.00	\$ 130.00	\$ 9,880.00	\$ 140.00	\$ 10,640.00
65	STORM SEWERS, CLASS B, TYPE 3 30"	845 FT	\$ 65.00	\$ 54,925.00	\$ 120.00	\$ 101,400.00	\$ 125.00	\$ 105,625.00	\$ 195.00	\$ 164,775.00	\$ 168.00	\$ 141,960.00
66	STORM SEWERS, CLASS B, TYPE 3 36"	85 FT	\$ 82.00	\$ 6,970.00	\$ 108.00	\$ 9,180.00	\$ 95.00	\$ 8,075.00	\$ 209.00	\$ 17,765.00	\$ 128.00	\$ 10,880.00
67												

	TOTAL	\$708,136.20	\$830,202.45	\$991,280.00	\$1,001,327.15	\$1,128,322.50
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CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Agreement with Rhutasel & Associates, Inc. for the Construction Services Related to the Presidential Streets Stormwater and Street Improvements – Phase 1 Project

List of committees that have reviewed: Public Works.

Background: The area commonly known as “The Presidential Streets” will be undergoing storm water improvements this summer. This agreement with Rhutasel & Associates, Inc. will be for construction staking, material testing and as needed construction inspection.

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

Budget Impact: Funding was reserved in the FY17 Public Works Prop S Budget.

Staff recommendation: Staff recommends acceptance of the proposal from Rhutasel and Associates in the amount of \$27,000.00, excluding potential reimbursables.

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RHUTASEL
& ASSOCIATES FOR CONSTRUCTION SERVICES RELATED TO THE
PRESIDENTIAL STREETS STORMWATER AND STREET IMPROVEMENTS –
PHASE I IN AN AMOUNT NOT TO EXCEED \$27,000.00, EXCLUDING POTENTIAL
REIMBURSABLES**

WHEREAS, the City of O'Fallon, a municipal corporation, has a need for engineering construction services related to the stormwater and street improvements in the Presidential Streets Area (PSA), and

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

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

That the City of O'Fallon authorizes its appropriate representatives to sign the Rhutasel & Associates agreement for construction services related to the Presidential Streets Stormwater and Street Improvements – Phase 1 in an amount not to exceed \$27,000.00, excluding potential reimbursables.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor



CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Agreement with Haier Plumbing & Heating, Inc. for the Howard Place & Smiley Drainage Storm Sewer Interceptor (Phase 1) & Related Improvements Project

List of committees that have reviewed: Public Works

Background: The Howard Place & Smiley Street area has been plagued with drainage issues for a number of years. This improvement project has been designed to take place in phases, with this being the first phase, and will consist of installing storm sewer pipe and inlets to allow stormwater to flow along East Jefferson Street to the detention pond that has been established near the Public Safety Building. The old water mains and sewer mains along East Jefferson Street will also be replaced as part of this project.

Legal Considerations, if any: Normal execution of a contract.

Budget Impact: Funding was reserved in the FY17 Prop S, Water, and Sewer Budgets.

Staff recommendation: Staff recommends execution of the RESOLUTION awarding the contract to Haier Plumbing & Heating, Inc. in the amount of \$527,429.65 based on their unit price bid. (See bid tab attached)

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAIER
PLUMBING & HEATING, INC., FOR THE HOWARD PLACE & SMILEY DRAINAGE
STORM SEWER INTERCEPTOR (PHASE 1) & RELATED IMPROVEMENTS
PROJECT IN AN AMOUNT OF \$527,429.65 BASED ON THE UNIT PRICES BID**

WHEREAS, the City of O'Fallon, a municipal corporation, has requirements for drainage improvements in the project area, and

WHEREAS, Haier Plumbing & Heating, Inc., was the qualifying low bidder for the replacement.

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

That the City of O'Fallon authorizes its appropriate representatives to sign an agreement with Haier Plumbing & Heating, Inc., for the Howard Place & Smiley Drainage Storm Sewer Interceptor (Phase 1) & Related Improvements Project, in the amount of \$527,429.65 based on unit prices and quantities that were bid by all competing contractors.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

**Howard Place & Smiley Drainage Storm Sewer
Interceptor (Phase 1) & Related Improvements**
Tuesday, April 12, 2016

Haier Plumbing
& Heating, Inc.
Okawville, IL

LW Contractors, Inc.
Collinsville, IL

Hank's Excavating
& Landscaping, Inc.
Belleville, IL

Item #	Description	Unit	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization / Contract Origination	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 4,860.00	\$ 4,860.00	\$ 5,000.00	\$ 5,000.00	
2	Traffic Control	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 4,525.00	\$ 4,525.00	\$ 7,000.00	\$ 7,000.00	
3	Clearing & Grubbing	LS	1	\$ 13,450.00	\$ 13,450.00	\$ 6,218.00	\$ 6,218.00	\$ 7,500.00	\$ 7,500.00	
4	Remove & Replace Fence	LF	89	\$ 27.00	\$ 2,403.00	\$ 69.00	\$ 6,141.00	\$ 32.00	\$ 2,848.00	
5	Remove Existing Sewer & Manholes	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 2,664.00	\$ 2,664.00	\$ 2,500.00	\$ 2,500.00	
6	Erosion & Sedimentation Control	LS	1	\$ 7,725.00	\$ 7,725.00	\$ 1,365.00	\$ 1,365.00	\$ 6,000.00	\$ 6,000.00	
7	Site Restoration	LS	1	\$ 20,400.00	\$ 20,400.00	\$ 12,296.00	\$ 12,296.00	\$ 30,000.00	\$ 30,000.00	
8	Utility Relocation	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 2,160.00	\$ 2,160.00	\$ 1,000.00	\$ 1,000.00	
9	Construct 15" RCP Pipe	LF	72	\$ 54.00	\$ 3,888.00	\$ 70.00	\$ 5,040.00	\$ 115.00	\$ 8,280.00	
10	Construct 36" RCP Pipe	LF	24	\$ 120.00	\$ 2,880.00	\$ 190.00	\$ 4,560.00	\$ 235.00	\$ 5,640.00	
11	Construct 24" HDPE Pipe	LF	18	\$ 66.25	\$ 1,192.50	\$ 130.00	\$ 2,340.00	\$ 190.00	\$ 3,420.00	
12	Construct 48" HDPE Pipe	LF	65	\$ 122.75	\$ 7,978.75	\$ 203.00	\$ 13,195.00	\$ 200.00	\$ 13,000.00	
13	Construct 48" HDPE Pipe (Owner Supplied)	LF	1,860	\$ 70.00	\$ 130,200.00	\$ 130.00	\$ 241,800.00	\$ 110.00	\$ 204,600.00	
14	Frame & Grate Inlet (Mountable C&G, R-3502-B)	EA	2	\$ 1,215.00	\$ 2,430.00	\$ 1,411.00	\$ 2,822.00	\$ 2,300.00	\$ 4,600.00	
15	Frame & Grate Inlet (Type B-6.18 C&G, R-3246-A)	EA	5	\$ 3,645.00	\$ 18,225.00	\$ 8,490.00	\$ 42,450.00	\$ 7,500.00	\$ 37,500.00	
16	IDOT 60" MH. Type A; IDOT Type 1, Open Frame & Lid	EA	2	\$ 2,715.00	\$ 5,430.00	\$ 5,275.00	\$ 10,550.00	\$ 4,900.00	\$ 9,800.00	
17	IDOT 72" MH< Type A; IDOT Type 1, Open Frame & Lid	EA	3	\$ 3,828.50	\$ 11,485.50	\$ 8,818.00	\$ 26,454.00	\$ 9,000.00	\$ 27,000.00	
18	IDOT 84" MH< Type A; IDOT Type 1, Open Frame & Lid	EA	2	\$ 5,530.00	\$ 11,060.00	\$ 10,420.00	\$ 20,840.00	\$ 9,100.00	\$ 18,200.00	
19	48" Metal End Section with Trash Rack	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,660.00	\$ 2,660.00	\$ 3,800.00	\$ 3,800.00	
20	Rip Rap Outfall Protection	EA	1	\$ 2,235.00	\$ 2,235.00	\$ 2,534.00	\$ 2,534.00	\$ 2,300.00	\$ 2,300.00	
21	Connection of Existing Pipe to Structure (Storm)	EA	1	\$ 835.00	\$ 835.00	\$ 480.00	\$ 480.00	\$ 1,800.00	\$ 1,800.00	
22	8" PVC Sanitary Sewer Pipe	LF	497	\$ 69.00	\$ 34,293.00	\$ 61.00	\$ 30,317.00	\$ 134.00	\$ 66,598.00	
23	Sewer Laterals	EA	8	\$ 1,600.00	\$ 12,800.00	\$ 1,088.00	\$ 8,704.00	\$ 3,500.00	\$ 28,000.00	
24	48" Sanitary Manhole	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 2,085.00	\$ 8,340.00	\$ 2,800.00	\$ 11,200.00	
25	Connection of Existing Pipe to Proposed Pipe (Sanitary)	EA	3	\$ 500.00	\$ 1,500.00	\$ 160.00	\$ 480.00	\$ 1,400.00	\$ 4,200.00	
26	Remove Turnout	SY	172	\$ 10.75	\$ 1,849.00	\$ 5.00	\$ 860.00	\$ 13.00	\$ 2,236.00	
27	Earthwork	LS	1	\$ 15,545.00	\$ 15,545.00	\$ 816.00	\$ 816.00	\$ 875.00	\$ 875.00	
28	Remove & Replace Sidewalk	SF	36	\$ 8.00	\$ 288.00	\$ 11.00	\$ 396.00	\$ 35.00	\$ 1,260.00	
29	Construct New 4" Thick Sidewalk	SF	1,509	\$ 5.60	\$ 8,450.40	\$ 8.50	\$ 12,826.50	\$ 6.00	\$ 9,054.00	
30	Asphalt Pavement Patch	SY	1,174	\$ 52.25	\$ 61,341.50	\$ 47.50	\$ 55,765.00	\$ 76.00	\$ 89,224.00	
31	Remove & Replace Driveway Pavement	SY	112	\$ 140.00	\$ 15,680.00	\$ 69.00	\$ 7,728.00	\$ 150.00	\$ 16,800.00	
32	Combination Concrete Curb & Gutter (Type B-6.18)	LF	921	\$ 24.00	\$ 22,104.00	\$ 25.50	\$ 23,485.50	\$ 30.00	\$ 27,630.00	
33	Combination Concrete Curb & Gutter (Mountable)	LF	93	\$ 40.00	\$ 3,720.00	\$ 43.00	\$ 3,999.00	\$ 90.00	\$ 8,370.00	
34	Construct 6" PVC C-900 Water Main w/Tracer Wire	LF	1,074	\$ 25.50	\$ 27,387.00	\$ 22.50	\$ 24,165.00	\$ 34.00	\$ 36,516.00	
35	Cut & Cap Water Main	EA	5	\$ 800.00	\$ 4,000.00	\$ 1,575.00	\$ 7,875.00	\$ 1,044.75	\$ 5,223.75	
36	Make 6" Wet Tap	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 2,470.00	\$ 4,940.00	\$ 3,039.75	\$ 6,079.50	
37	Construct 6" 90° Bend	EA	4	\$ 250.00	\$ 1,000.00	\$ 173.00	\$ 692.00	\$ 551.25	\$ 2,205.00	
38	Construct 6" 22.5° Bend	EA	4	\$ 250.00	\$ 1,000.00	\$ 159.00	\$ 636.00	\$ 525.00	\$ 2,100.00	
39	Construct 6" 11.25° Bend	EA	1	\$ 200.00	\$ 200.00	\$ 126.00	\$ 126.00	\$ 519.75	\$ 519.75	
40	Construct 6" X 6" X 6" MJ Tee	EA	3	\$ 255.00	\$ 765.00	\$ 251.00	\$ 753.00	\$ 682.50	\$ 2,047.50	
41	Construct 6" RSGV	EA	9	\$ 911.00	\$ 8,199.00	\$ 669.00	\$ 6,021.00	\$ 1,097.25	\$ 9,875.25	
42	Construct Temporary Blow-off Assembly	EA	1	\$ 390.00	\$ 390.00	\$ 300.00	\$ 300.00	\$ 1,207.50	\$ 1,207.50	
43	Construct Service Connections	EA	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
44	Remove Fire Hydrants	EA	2	\$ 150.00	\$ 300.00	\$ 240.00	\$ 480.00	\$ 1,307.25	\$ 2,614.50	
45	Install New Fire Hydrants	EA	4	\$ 3,450.00	\$ 13,800.00	\$ 2,551.00	\$ 10,204.00	\$ 5,171.25	\$ 20,685.00	
Total (As Read)						\$ 527,429.65		\$ 621,146.00		\$ 756,308.75
Total (As Calculated)						\$ 527,429.65		\$ 625,863.00		\$ 756,308.75



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – CY2016 Concrete Replacement Program

List of committees that have reviewed: Public Works.

Background: The City has routinely contracted for general concrete repair of streets and sidewalks. The list of repairs is collected during the prior year. This year's low bidder is Lake Contracting, Inc., for a total cost of \$94,242.32 based on the unit prices submitted. A tabulation of bids is attached.

Legal considerations, if any: Normal execution of a construction contract.

Budget impact: Funding was reserved in the FY17 Public Works Prop S Budget.

Staff recommendation: Staff recommends that the contract be awarded to Lake Contracting, Inc., in the amount of \$94,242.32, based on their unit price bid.

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LAKE
CONTRACTING, INC., FOR THE CALENDAR YEAR 2016 CONCRETE
REPLACEMENT PROGRAM IN THE AMOUNT OF \$94,242.32 BASED ON UNIT
PRICES SUBMITTED**

WHEREAS, the City of O'Fallon, a municipal corporation, has requirements for Portland cement concrete repair and sidewalk extension;

WHEREAS, Lake Contracting, Inc., is the low bidder for the work based on unit prices provided.

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

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with, Lake Contracting, Inc., for the 2016 Concrete Replacement Program in an amount of \$94,242.32 based on the unit prices provided.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

**City of O'Fallon
Bid Tab**

**2016 CONCRETE REPLACEMENT
April 12, 2016**

				Lake Contracting, Inc. Addieville, IL		Hank's Excavating & Landscaping, Inc. Belleville, IL		Stutz Excavating, Inc. Alton, IL	
	Item	Quantity	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	REMOVE & REPLACE PCC SIDEWALK, 4"	4,256	S.F.	\$8.12	\$34,558.72	\$9.00	\$38,304.00	\$10.00	\$42,560.00
2	REMOVE & REPLACE PCC SIDEWALK, 6"	462	S.F.	\$8.90	\$4,111.80	\$9.50	\$4,389.00	\$29.00	\$13,398.00
3	ADA COMPLIANT DETECTABLE WARNING PANEL INCLUDING INSTALLATION	4	EA	\$400.00	\$1,600.00	\$365.00	\$1,460.00	\$396.00	\$1,584.00
4	REMOVE & REPLACE PCC PAVEMENT, 6" WITH 8"	1,844	S.F.	\$11.85	\$21,851.40	\$14.50	\$26,738.00	\$26.00	\$47,944.00
5	REMOVE & REPLACE PCC CURB/GUTTER MOUNTABLE	119	L.F.	\$65.00	\$7,735.00	\$58.00	\$6,902.00	\$66.00	\$7,854.00
6	REMOVE & REPLACE PCC BARRIER CURB, B6-18	145	L.F.	\$65.00	\$9,425.00	\$67.00	\$9,715.00	\$80.00	\$11,600.00
7	REMOVE & REPLACE DRIVEWAY SLAB, 4"	1,644	S.F.	\$9.10	\$14,960.40	\$9.00	\$14,796.00	\$22.00	\$36,168.00
Total					\$94,242.32		\$102,304.00		\$161,108.00



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Asphalt Street Resurfacing – CY 2016

List of committees that have reviewed: Public Works.

Background: The City usually has an umbrella, asphalt maintenance project every summer supported by Prop S funds. This summer's program is no exception and funding for it was set aside in the approved FY17 budget process.

Legal considerations, if any: Normal for execution of a construction contract.

Budget impact: Funding was reserved in the FY17 Public Works Prop S Budget.

Staff recommendation: Staff recommends that the contract be awarded to Christ Brothers Asphalt, Inc., in the amount of \$298,200.48, based on their unit price bid. (See Bid Tabulation, attached.)

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHRIST BROTHERS ASPHALT, INC., FOR STREET RESURFACING – CY2016 IN THE AMOUNT OF \$298,200.48, BASED ON UNIT PRICES SUBMITTED

WHEREAS, the City of O'Fallon, a municipal corporation, requires improvements (asphalt overlay) on some asphalt streets, and

WHEREAS, Christ Brothers Asphalt, Inc., is the low bidder for the work based on unit prices provided.

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

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with, Christ Brothers Asphalt, Inc., for Street Resurfacing - CY2016 in an amount of \$298,200.48 based on the unit prices provided.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

**City of O'Fallon
Bid Tab**

**2016 STREET RESURFACING
April 12, 2016**

		Christ Brother Asphalt, Inc. Lebanon, IL		Rooter's Asphalt Beckemeyer, IL		The Kilian Corporation Mascoutah, IL		Keeley & Sons, Inc. E. St. Louis, IL			
	Item	Qty.	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Bituminous surface Removal	33,648	S.Y.	\$ 0.92	\$ 30,956.16	\$ 1.33	\$ 44,751.84	\$ 2.20	\$ 74,025.60	\$ 2.13	\$ 71,670.24
	a. Incidental Milling/Excavation	50	S.Y.	\$ 97.83	\$ 4,891.50	\$ 7.00	\$ 350.00	\$ 10.00	\$ 500.00	\$ 3.40	\$ 170.00
2	Bituminous Materials (prime Coat)	3,365	GAL	\$ -	\$ -	\$ 3.50	\$ 11,777.50	\$ 2.00	\$ 6,730.00	\$ 5.45	\$ 18,339.25
3	Bituminous Concrete Level Binder IL 9.5	768	TON	\$ 69.00	\$ 52,992.00	\$ 69.30	\$ 53,222.40	\$ 72.75	\$ 55,872.00	\$ 93.22	\$ 71,592.96
4	Bituminous Concrete Surface Course "C" Mix	2,827	TON	\$ 69.00	\$ 195,063.00	\$ 69.30	\$ 195,911.10	\$ 69.00	\$ 195,063.00	\$ 81.58	\$ 230,626.66
5	Incidental Asphalt Surfacing	5,351	S.F.	\$ 0.82	\$ 4,387.82	\$ 3.25	\$ 17,390.75	\$ 1.15	\$ 6,153.65	\$ 1.55	\$ 8,294.05
6	Manhole Adjustment	13	EA	\$ 246.00	\$ 3,198.00	\$ 250.00	\$ 3,250.00	\$ 425.00	\$ 5,525.00	\$ 337.50	\$ 4,387.50
7	Aggregate Shoulder	12,650	S.F.	\$ 0.50	\$ 6,325.00	\$ 1.06	\$ 13,409.00	\$ 0.50	\$ 6,325.00	\$ 1.43	\$ 18,089.50
8	Traffic Control	1	L.S.	\$ 387.00	\$ 387.00	\$ 2,000.00	\$ 2,000.00	\$ 5,395.00	\$ 5,395.00	\$ 1,750.00	\$ 1,750.00
Total					\$ 298,200.48		\$ 342,062.59		\$ 355,589.25		\$ 424,920.16

2016 Street Resurfacing - Parks Maintenance Work

	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Park Matinenance Asphalt Paths	1	L.S.	\$ 3,524.00	\$ 3,524.00	\$ 11,080.00	\$ 11,080.00	N/A	N/A	\$ 10,353.42	\$ 10,353.42
	Alternate A: Rock & Asphalt	1	L.S.	\$ 5,995.00	\$ 5,995.00	\$ 12,945.00	\$ 12,945.00	\$ 6,725.00	\$ 6,725.00	\$ 13,982.22	\$ 13,982.22
	Alternate B: Excavation, Rock, Asphalt	1	L.S.	\$ 9,322.00	\$ 9,322.00	\$ 14,620.00	\$ 14,620.00	\$ 8,275.00	\$ 8,275.00	\$ 24,211.44	\$ 24,211.44
2	Park Maintenance Rock Parking	1	L.S.	\$ 2,364.00	\$ 2,364.00	\$ 3,440.00	\$ 3,440.00	N/A	N/A	\$ 6,728.89	\$ 6,728.89
	Alternate A: Excavation & Rock	1	L.S.	\$ 5,615.00	\$ 5,615.00	\$ 6,050.00	\$ 6,050.00	\$ 4,050.00	\$ 4,050.00	\$ 16,060.47	\$ 16,060.47
	Alternate B: Asphalt Parking	1	L.S.	\$ 3,564.00	\$ 3,564.00	\$ 7,190.00	\$ 7,190.00	\$ 4,275.00	\$ 4,275.00	\$ 15,021.18	\$ 15,021.18
	Alternate C: Rock & Asphalt	1	L.S.	\$ 5,928.00	\$ 5,928.00	\$ 10,630.00	\$ 10,630.00	\$ 6,575.00	\$ 6,575.00	\$ 22,674.84	\$ 22,674.84
	Alternate D: Excavation, Rock & Asphalt	1	L.S.	\$ 9,179.00	\$ 9,179.00	\$ 11,740.00	\$ 11,740.00	\$ 7,800.00	\$ 7,800.00	\$ 27,863.33	\$ 27,863.33
3	Blazier Field Grandstand	1	L.S.	\$ 6,102.00	\$ 6,102.00	\$ 7,445.00	\$ 7,445.00	\$ 5,275.00	\$ 5,275.00	\$ 6,686.08	\$ 6,686.08



CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Trane Turnkey Proposal, Public Safety Building

List of committees that have reviewed: Public Works

Background: The original operating unit is operating per the original engineer's design; however, it does not have the ability to remove the humidity from the space thus resulting in mold issues & smells in the locker room. We propose to remove the existing roof top unit and replace it with a more energy efficient unit with special dehumidification capabilities. This unit will include a built-in dehumidifier that will monitor & control the relative humidity of the space regardless of the time of year.

Legal Considerations, if any: None.

Budget Impact: Funding was set aside in the FY17 Public Safety Budget.

Staff recommendation: Staff recommends execution of the Trane Turnkey Proposal, Public Safety Building through the US Communities Government Purchasing Alliance in an amount of \$19,985.00.

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TRANE
AUTHORIZING THE CITY TO PURCHASE ROOF TOP HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) UNITS MANUFACTURED BY TRANE IN THE AMOUNT
NOT TO EXCEED \$19,985.00**

WHEREAS, the City of O'Fallon has determined it necessary to replace the roof top heating, ventilation and air-conditioning (HVAC) units and other related equipment for its Public Safety Building; and

WHEREAS, the City has obtained specifications from Trane for the HVAC units and related equipment in need of replacement, a copy of which is attached hereto and made part hereof; and

WHEREAS, the City may purchase such HVAC units and related equipment pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/1 et seq.) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) which provides for joint purchases with in-state or out-of-state governmental units through competitive solicitation/bidding; and

WHEREAS, Harford County Board of Education, of the State of Maryland ("Harford"), has, through competitive solicitation/bidding, solicited proposals and bids from HVAC suppliers for various HVAC equipment, including the equipment needed by City, and has accordingly contracted with Trane whereby in addition to selling HVAC equipment to Harford, Trane is to sell the HVAC equipment nationwide to other governmental units, pursuant to contract number 15-JLP-023; and

WHEREAS, pursuant to the City's existing cooperative purchasing agreement with U.S. Communities, the City may purchase from Trane the needed HVAC equipment and installation thereof as a party to the contract between Harford County Board of Education and Trane.

**NOW THEREFORE, BE IT RESOLVED BY THE 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, through its authorized representatives, shall enter into a Contract with Trane for the purchase and installation of the HVAC equipment as described in the Trane specifications at a cost not to exceed Nineteen Thousand Nine Hundred Eighty-Five and 00/100 Dollars (\$19,985.00).

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor



Trane Turnkey Proposal



Turnkey Proposal For:

Dan Bowman
Director of Facilities
City of O'Fallon
255 South Lincoln
O'fallon, IL 62269 U.S.A.

Local Trane Office:

Trane U.S. Inc.
101 Matrix Commons Drive
Fenton, MO 63026

Local Trane Representative:

Chad Wunsch / PEO
Account Manager
Office: (636) 305-3600

Proposal ID: Budget

Quote Number: 39-172485-15-002

Co-op Contract Number: USC 15-JLP-023

Date: March 23,2016



U.S. COMMUNITIES PROGRAM

Added Value

US Communities is a way for City of O'fallon to purchase equipment and labor based services directly from Trane without utilizing an RFQ or bid process. You are able to purchase directly from Trane because you are using "pre-bid" dollars. Trane bid against the other major HVAC manufacturers and was awarded the contract from Us Communities. Our equipment price points and labor rates our fixed, so you are able to efficiently work directly with Trane while still receiving a competitive price.

State of Illinois Statutes

Chapter 5 General Provisions

Act 220 Intergovernmental Cooperation Act

5 ILCS 220/2

Sec. 2. Definitions. For the purpose of this Act:

(1) The term "public agency" shall mean any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

For the purposes of this Act, "public agency" includes the Mid-America Intermodal Authority Port District created under the Mid-America Intermodal Authority Port District Act.

(2) The term "state" shall mean a state of the United States.

5 ILCS 220/3

Sec. 3. Intergovernmental cooperation.

Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law. This includes, but is not limited to, (i) arrangements between the Illinois Student Assistance Commission and agencies in other states which issue professional licenses and (ii) agreements between the Illinois Department of Public Aid and public agencies for the establishment and enforcement of child support orders and for the exchange of information that may be necessary for the enforcement of those child support orders.



Prepared For:
Dan Bowman

Date:
March 23, 2016

Job Name:
O'Fallon Public Safety

Proposal Number: Budget

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Dan Bowman and based on the site surveys performed on 2/11/2016.

Turnkey Installation of HVAC Equipment

A. YHC120F4RHA (Qty. 1)

We propose to remove the existing Locker Room Roof Top Unit and replace it with a new Trane Roof Top Unit with special Dehumidification capabilities. The original unit is operating per the original engineer’s design, and it is not removing the humidity from the space. This is resulting in mold issues and smells in the locker room. The new recommended Trane Unit will have a built-in dehumidifier that will monitor and control the Relative Humidity of the space no matter what time of year it is. If it is spring time and there is not a need for cooling in the locker room, but there is high humidity, the unit will simultaneously heat and dehumidify. We will also tie-in this Roof Top Unit to the existing Semco Heatwheel Unit.

This unit does not replace the need for professional mold remediation if there is existing mold present in the building.

This proposal includes the following:

- Removal of old Roof Top Unit
- Installation of New Roof Top Unit
- Reconnection of Utilities to the new Unit (Gas, Electric)
- Reconnection of Control Wiring



Proposal Notes/ Clarifications

- B. Existing lead/lag controller will be reused. If it is found that the lead/lag controller is not functioning Trane will provide a price add to repair or replace the controller.
- C. The existing Thermostat will be reused. If it is found that the thermostat is not functioning Trane will provide a price add to replace the thermostat.
- D. All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- E. Proposal does not include "Premium Time" or Price Contingency therefor
- F. Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- G. Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
 - i. Asbestos or hazardous material abatement removal shall be performed by customer.
- H. General Construction
 - i. Demolition
 - ii. Rigging
 - iii. Job site clean up

Proposal Notes/ Clarifications

- The existing Thermostat will be reused. If it is found that the thermostat is not functioning Trane will provide a price add to replace the thermostat.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

Exclusions:

- A. All painting, prime coating and cleaning of materials or equipment.
- B. Fire protection and suppression work.
- C. HVAC sheet metal except where stated in scope of work.
- D. Receiving, unloading, storing, handling and setting in place all equipment and materials furnished by others, unless noted otherwise.
- E. Temporary construction utilities and services. All temporary cooling, heating water, sewer, heating, cooling, toilets, lights, electrical power, jobsite security, fencing and dust control will be provided to Trane by others if required.
- F. All structural steel and wood framing, reinforcement and supports.
- G. All demolition, cutting and patching of walls, floors, roofs, ceilings, structures, road and driveways not directly related to this project.
- H. Asbestos and Hazardous Materials. Trane's proposal expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials. If during installation Trane encounters hazard materials not previously abated, Work shall cease and the customer shall be notified. Customer shall be exclusively responsible for the abatement and removal of any hazardous materials.
- I. Performance and payment bond premiums.
- J. Overtime and Shift work unless specifically included.



Pricing and Acceptance

Dan Bowman
Director of Facilities
City of O'Fallon
255 South Lincoln
O'fallon, IL 62269 U.S.A.

Total Net Price (Excluding Sales Tax).....\$19,985.00

Notes:

- Trane will adhere to the Illinois Prevailing Wage Act (820 ILCS 130/1, et.seq)
- Trane will adhere to the Illinois Substance Abuse Prevention On Public Works Project Act (820 ILCS 265/1, et.seq.)

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIO or CCIP Insurance Programs

Respectfully submitted,

Chad Wunsch / PEO
Account Manager
Trane U.S. Inc.
(636) 305-3600

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Chad Wunsch / PEO	Cell: (314) 393-1757 Office: (636) 305-3600 Proposal Date: March 23, 2016
CUSTOMER ACCEPTANCE City of O'Fallon	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	 Authorized Representative
Printed Name	Chad Wunsch Printed Name Account Manager
Title	Title 3/23/2016



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses



involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0316)
Supersedes 1-26.251-10(0614)



CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter, Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Agreement with Rhutasel & Associates for Engineering Services; a Supporting IDOT Local Agency Agreement for Federal Participation; and for the Use of Local Motor Fuel Tax (MFT) Funding in the 2015 Safe Routes to School Improvements.

List of committees that have reviewed: Public Works

Background: Areas around Marie Schaeffer, Estelle Kampmeyer, J.E. Hinchcliffe Elementary Schools are without sidewalks for school children to use. Rhutasel and Associates, Inc. worked with staff to submit a grant application for the project and designed the sidewalk to be constructed. We have now reached the phase where additional construction engineering services will be required for testing, staking & administration.

Legal Considerations, if any: None beyond providing IDOT the documentation needed to show support of the agreement and normal consideration when contracting for professional engineering services.

Budget Impact: Funds from local MFT allotments will be used to cover the local share of costs related to the projects.

Staff recommendation: Staff recommends executing the Resolution with IDOT providing the necessary documentation they need for administration of the project; executing an agreement with Rhutasel & Associates in the amount of \$12,300.00 for engineering services, and the use of MFT Funding in support of the project.

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN IDOT
CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL
PARTICIPATION WITH RHUTASEL AND ASSOCIATES IN THE AMOUNT OF
\$12,300.00 FOR ENGINEERING SERVICES, AND FOR THE USE OF MFT FUNDS IN
THE SUPPORT OF THE 2015 SAFE ROUTES TO SCHOOL IMPROVEMENTS,
SECTION 15-00070-00-SW**

WHEREAS, the City of O'Fallon, a municipal corporation, has a need for constructions services related to the sidewalk improvements around Marie Schaeffer, Estelle Kampmeyer & J.E. Hinchcliffe Elementary Schools, and

WHEREAS, Rhutasel and Associates have the professional expertise needed to complete the needed construction services,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the IDOT agreement for Federal Participation, an agreement with Rhutasel & Associates, in the amount of \$12,300.00, and for the use of MFT in support of the 2015 Safe Routes to School Improvements around Marie Schaeffer, Estelle Kampmeyer, & J.E. Hinchcliffe Elementary project.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

Local Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant
City of O'Fallon, Illinois		Rhutasel and Associates, Inc.
County St. Clair		Address 4 Industrial Drive, P.O. Box 97
Section 15-00070-00-SW		City Freeburg
Project No. TE-00D8(217)		State Illinois
Job No. C-98-309-15		Zip Code 62243
Contact Name/Phone/E-mail Address Jeff Taylor, Dir. of Public Works / 618-624-4500 x3 / jtaylor@ofallon.org	Contact Name/Phone/E-mail Address Anthony Schenk / 618-539-3178 / tony.schenk@rhutasel.net	

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name 2015 Safe Routes to School Improvements Route Various Length 3908 LF Structure No. N.A.

Termini Sidewalk around Marie Schaeffer, Estelle Kampmeyer, and J.E. Hinchcliffe Elementary Schools.

Description: This project involves construction services associated with new sidewalk, curb and gutter, storm sewer, all the miscellaneous collateral work to complete a stage of the "safe routes to school" network.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below: **(Part-Time Services as requested by L.A.)**
 - a. ~~Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.~~ **Concrete Strength, Air, and Slump Testing.**
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. ~~For soils, to obtain samples and perform testing as noted below.~~ **Subgrade Density Testing.**
 - d. ~~For aggregates, to obtain samples and perform testing as noted below.~~ **Aggregate Base Density Testing.**

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE. **(only as requested by LA)**
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes. **(only as requested by LA)**
- g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control. **(only as requested by LA)**
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual. **(only as requested by LA)**
- j. Measurement and computation of pay items. **(only as requested by LA)**
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work. **(only as requested by LA)**
- l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE. **(only as requested by LA)**
- m. Revision of contract drawings to reflect as built conditions. **(only as requested by LA)**
- n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate

- (Pay per element)

Lump Sum

- _____

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

With Retainage

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

Without Retainage

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

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Rhutasel and Associates, Inc.	37-0955007	\$12,300.00
Sub-Consultants:	TIN Number	Agreement Amount
N.A.	N.A.	\$0.00
Sub-Consultant Total:		\$0.00
Prime Consultant Total:		\$12,300.00
Total for all Work:		\$12,300.00

Executed by the LA:

City of O'Fallon, Illinois

(Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

By: _____
 Title: Mayor

(SEAL)

Executed by the ENGINEER:

Rhutasel and Associates, Inc.

ATTEST:

By: 

By: 

Title: Timothy W. Pruett, P.E., Vice-President

Title: Tracy M. Lawless, P.E., S.E., President

Exhibit A - Construction Engineering

Route: N.A.
 Local Agency: City of O'Fallon, Illinois
 (Municipality/Township/County)
 Section: 15-00070-00-SW
 Project: TE-00D8(217)
 Job No.: C-98-309-15

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 171.80%
 Complexity Factor (R) 0
 Calendar Days 360

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total	
Construction Staking	Principal Surveyor	5	\$58.31	\$291.55	\$500.88			\$114.90	\$907.34	
	Project Surveyor	14	\$32.11	\$449.54	\$772.31			\$177.17	\$1,399.02	
	Design Surveyor	32	\$28.04	\$897.28	\$1,541.53			\$353.63	\$2,792.43	
	Technician V	0	\$28.96	\$0.00	\$0.00			\$0.00	\$0.00	
	Technician II	32	\$17.57	\$562.24	\$965.93		\$40.00	\$221.58	\$1,749.75	
	Sign Rental	4	\$10.00				\$5.80		\$45.80	
	Travel (miles)	150	\$0.55				\$82.50	\$11.96	\$94.46	
	Prints (each)	5	\$3.00				\$15.00	\$2.18	\$17.18	
	Photocopies (each)	50	\$0.15				\$7.50	\$1.09	\$8.59	
	Misc. Supplies	Estimate					\$50.00	\$7.25	\$57.25	
	Telephone & Postage	Estimate					\$0.00	\$0.00	\$0.00	
Construction Inspection & Testing	Principal Engineer	0	\$62.32	\$0.00	\$0.00			\$0.00	\$0.00	
	Sr Project Engineer	0	\$48.82	\$0.00	\$0.00			\$0.00	\$0.00	
	Project Engineer	10	\$38.08	\$380.80	\$654.21			\$150.08	\$1,185.09	
	Technician V	16	\$28.96	\$463.36	\$796.05			\$182.61	\$1,442.03	
	Technician IV	0	\$25.90	\$0.00	\$0.00			\$0.00	\$0.00	
	Travel (miles)	150	\$0.55				\$82.50	\$11.96	\$94.46	
	Concrete Tests (each)	6	\$20.00				\$120.00	\$17.40	\$137.40	
	Troxler (1/2 Day)	2	\$150.00				\$300.00	\$43.50	\$343.50	
	Prints (each)	20	\$3.00				\$60.00	\$8.70	\$68.70	
	Photocopies (each)	50	\$0.15				\$7.50	\$1.09	\$8.59	
	Misc. Supplies	Estimate					\$0.00	\$0.00	\$0.00	
	Telephone & Postage	Estimate					\$0.00	\$0.00	\$0.00	
Totals This Sheet - Exhibit A				\$3,044.77	\$5,230.91	\$0.00	\$765.00	\$1,310.90	\$10,351.58	

Exhibit A-1 - Construction Engineering

Route: N.A.
 Local Agency: City of O'Fallon, Illinois
 (Municipality/Township/County)
 Section: 15-00070-00-SW
 Project: TE-00D8(217)
 Job No.: C-98-309-15

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 171.80%
 Complexity Factor (R) 0
 Calendar Days 360

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total	
Construction Administration	Principal Engineer	2	\$62.32	\$124.64	\$214.13			\$49.12	\$387.89	
	Sr Project Engineer	0	\$48.82	\$0.00	\$0.00			\$0.00	\$0.00	
	Project Engineer	12	\$38.08	\$456.96	\$785.06			\$180.09	\$1,422.11	
	Technician V	0	\$28.96	\$0.00	\$0.00			\$0.00	\$0.00	
	Travel (miles)	120	\$0.55	\$66.00	\$0.00		\$66.00	\$9.57	\$75.57	
	Prints (each)	20	\$3.00	\$60.00			\$60.00	\$8.70	\$68.70	
	Photocopies (each)	50	\$0.15	\$7.50			\$7.50	\$1.09	\$8.59	
	Telephone & Postage	Estimate		\$0.00			\$0.00	\$0.00	\$0.00	
	Misc. Supplies	Estimate		\$0.00			\$0.00	\$0.00	\$0.00	
Totals This Sheet - Exhibit A-1				\$581.60	\$999.19	\$0.00	\$133.50	\$248.57	\$1,962.86	
Totals All Sheets - Exhibit A and A-1				\$3,626.37	\$6,230.10	\$0.00	\$898.50	\$1,559.47	\$12,314.44	



Prime Consultant

Name Rhutasel and Associates, Inc
Address 4 Industrial Drive, Freeburg, IL 62243
Telephone 618-539-3178
TIN Number 37-0955007

Project Information

Local Agency City of O'Fallon, Illinois
Section Number 15-00070-00-SW
Project Number TE-00D8(217)
Job Number C-98-309-15

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

Table with 3 columns: Sub-Consultant Name, TIN Number, Actual Payment from Prime. Includes summary rows for Sub-Consultant Total, Prime Consultant Total, and Total for all Work Completed.

Handwritten signature: Tracy M Lawless - PRESIDENT
Signature and title of Prime Consultant

Handwritten date: 4/14/2016
Date

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

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



CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Public Works
Walter, Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – Agreement with Oates Associates, Inc., for the Design of the Commerce Drive Apron Reconstruction Project

List of committees that have reviewed: Public Works

Background: Due to the high volume of large trucks entering & exiting Commerce Drive from East US Highway 50, the existing apron is crumbling & in need of repairs. Currently, the existing apron is not of sufficient size to support the large volume of traffic & weight of the trucks; therefore, we propose replacing the current apron with one of appropriate sizing & construction.

Legal Considerations, if any: None beyond that for obtaining professional engineering services.

Budget Impact: Funds are in the FY17 Streets Budget.

Staff recommendation: Staff recommends execution of the RESOLUTION for support of engineering services contract with Oates Associates, in an amount of \$23,000.00.

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH OATES ASSOCIATES, INC., FOR THE DESIGN OF THE COMMERCE DRIVE APRON RECONSTRUCTION PROJECT IN THE AMOUNT OF \$23,000.00

WHEREAS, the City of O'Fallon, a municipal corporation, has a need for engineering services to design the replacement of the apron at Commerce Drive & East US Highway 50, and

WHEREAS, Oates Associates, Inc., has the expertise to perform the services the City needs,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the Oates Associates, Inc., agreement for design of the Commerce Drive Apron Reconstruction Project, in the amount of \$23,000.00.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor



OATES ASSOCIATES
Engineering + Architecture

100 Lanter Court, Suite 1
Collinsville, IL 62234
tel 618.345.2200

720 Olive, Suite 700
St. Louis, MO 63101
tel 314.588.8381

20 East Main Street
Belleville, IL 62220
tel 618.416.4688

330 North Main, Suite 201
St. Charles, MO 63301
tel 636.493.6277

www.oatesassociates.com

April 20, 2016

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

Re: Commerce Drive Apron Reconstruction

Dear Mr. Taylor:

We propose to render professional engineering services in connection with the Commerce Drive apron reconstruction in O'Fallon, Illinois (hereinafter called the "Project").

Our Basic Services will consist of topographic survey of the existing apron and adjacent ditches and preparation of plans and specifications for bidding purposes, all as set forth in the attached Estimate of Person Hours spreadsheet. This proposal also includes construction stakeout of the new apron and time for design questions during construction. We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit A. Billings for Basic Services are estimated at \$23,000.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until May 31, 2016, unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

Brian S. Heil, PE
Project Manager

Jeff Rensing, PE, SE
QA/QC Manager

Accepted this _____ day of _____, 2016.

By: _____

Title: _____

EXHIBIT A

HOURLY RATE SCHEDULE

Principal Engineer	205.00
Senior Professional II	175.00
Senior Professional I	155.00
Professional IV	145.00
Professional III	135.00
Professional II	120.00
Professional I	105.00
Junior Professional	85.00
Technician III	115.00
Technician II	100.00
Technician I	80.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2015 and are subject to adjustment annually.

GENERAL CONDITIONS

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

THIRD PARTY CLAIMS

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

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

EXHIBIT A

GENERAL CONDITIONS (continued)

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Commerce Drive
 SECTION: City of O'Fallon
 COUNTY: St. Clair
 JOB NO.: X
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	PROF. IV	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS	1	10	5	14	30	
1.1 horizontal & vertical control	1		3	6	10	NAD 83 (2011) & NAVD 88, GPS derived
set control point coordinates & elevations / GPS	1		1	4	6	
office calculations / coordinates, elevations, closure			2	2	4	
1.2 topography			2	8	10	
topo / profile / cross sections (surface features)			2	8	10	
1.4 process survey data for CADD		10			10	CADD platform (MicroStation)
draw existing topo		4			4	includes data collector processing
create & process TIN surface		2			2	
field review and edit topo & TIN		4			4	
10.0 DRAINAGE		14			14	
10.3 ditch design		14			14	
discharge computations		6			6	
propose ditch profile and layout		6			6	
ditch lining (velocity studies)		2			2	
12.0 FINAL PLANS - ROAD	4	57	49		110	
12.1 cover sheet		1	6		7	
general sheets (cover, gen notes, hwy stnds, SOQ, schedule)		1	6		7	
12.2 quantities		4	8		12	
develop qtys and back check them		4	8		12	
12.3 typical sections		2	10		12	
existing/ proposed typical sections - label pay-items/ thicknesses		1	4		5	
pavement design		1	6		7	Talk to ASAP and RedEMix plant to determine truck volume
12.4 construction detail sheets		16	7		23	
apron detail sheet		12	4		16	
ADA ramp details		4	1		5	
HMA plant entry detail			2		2	
12.5 intersection/ interchange sheets			2		2	
pavement joint layouts			2		2	
12.6 maintenance of traffic	1	4	16		21	
develop construction staging	1	4	16		21	
12.9 review comments	1	4			5	
City & IDOT review comments	1	4			5	
12.11 contract documents	2	14			16	
check sheets		2			2	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Commerce Drive
 SECTION: City of O'Fallon
 COUNTY: St. Clair
 JOB NO.: X
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	PROF. IV	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
special provisions		6			6	
estimate of cost	2	6				
12.12 bidding documents (local letting only)		8			8	
docs		8			8	
12.13 final PS&E submittal		4			4	
plot and assemble final plans		4			4	
13.0 RIGHT OF WAY			6	4	10	Draw up record right of way
13.1 survey			6	4	10	
research record information			2		2	already have original plat
locate and tie existing monumentation				4	4	
establish existing ROW & property lines			4		4	
14.0 CONSTRUCTION PHASE SERVICES		14		12	26	
14.6 construction staking		14		12	26	
check into control & stake apron		6		12	18	
construction design questions		8			8	

PROJECT SCHEDULE

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Commerce Drive
 SECTION: City of O'Fallon
 COUNTY: St. Clair
 JOB NO.: X
 PTB NO.: X

TASK	MONTHS	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
FIELD SURVEYS	0	█																												
DRAINAGE	0		█	█																										
FINAL PLANS - ROAD	1		█	█	█																									
RIGHT OF WAY	0		█																											
CONSTRUCTION PHASE SERVICES	0					█	█																							

ANTICIPATED AUTHORIZATION: *May 1, 2016*
 PRELIMINARY PLAN SUBMITAL TO CITY/IDOT: *July 15, 2016*
 FINAL PLAN SUBMITAL TO CITY: *August 15, 2016*
 LETTING: *September 1, 2016*

FIRM: OATES ASSOCIATES, INC. **SUMMARY OF PERSON HOURS & COST**
ROUTE: Commerce Drive
SECTION: City of O'Fallon
COUNTY: St. Clair
JOB NO.: X
PTB NO.: X

TASK	SR. PROF. II	PROF. IV	JR. PROF.	TECH. II	TOTAL HOURS	TOTAL COST
BILLING RATES:	\$175	\$145	\$85	\$100		
1.0 FIELD SURVEYS	1	10	5	14	30	\$3,450
10.0 DRAINAGE	0	14	0	0	14	\$2,030
12.0 FINAL PLANS - ROAD	4	57	49	0	110	\$13,130
13.0 RIGHT OF WAY	0	0	6	4	10	\$910
14.0 CONSTRUCTION PHASE SERVICES	0	14	0	12	26	\$3,230
TOTAL HOURS:	5	95	60	30	190	
ESTIMATE OF LABOR COST:	\$875	\$13,775	\$5,100	\$3,000		\$22,750
ESTIMATE OF DIRECT COSTS:						\$0
0% CONTINGENCY:						\$0
ESTIMATE OF TOTAL COST:						\$22,750



CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: Jeff Taylor, Director of Engineering & Public Works
Walter Denton, City Administrator
Date: May 2, 2016
Subject: RESOLUTION – White & Borgognoni Architects: Feasibility Studies of 200 South Lincoln Avenue & 255 South Lincoln Avenue

List of committees that have reviewed: Public Works

Background: The building at 200 S. Lincoln Ave. is currently underutilized and in need of significant repairs. Before any money is spent on these repairs, a Feasibility Study is needed to determine how much it would cost to remodel the building for modern office standards. City staffing will expand in the future and it will be valuable to know whether it is more cost effective to remodel 200 S. Lincoln or add on to the existing City Hall.

A previous study was conducted on the building but it focused on using the building as a fire station, which has far more stringent requirements than a regular office building. However, since White & Borgognoni Architects conducted the previous study they already have many of the drawings and assessments needed to perform this latest study.

In addition, the study will review current security measures for the lobby areas on both floors of City Hall. The study will identify areas of vulnerability and provide written recommendations for security enhancements.

During the security review of City Hall., White & Borgognoni Architects will also perform a preliminary code analysis and review of the existing layout, security, and challenges of the dais and seating within the City Council Chambers. They will then develop concept floor plan(s) and provide recommendations for modifications to the Council Chambers.

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

Budget Impact: Funds were set aside in the FY17 Strategic Plan Budget.

Staff recommendation: Staff recommends acceptance of the proposal from White & Borgognoni Architects for \$16,050.00, plus reimbursable expenses.

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WHITE &
BORGOGNONI ARCHITECTS FOR THE FEASIBILITY STUDIES OF 200 SOUTH
LINCOLN AVENUE & 255 SOUTH LINCOLN AVENUE, AT A COST OF \$ 16,050.00**

WHEREAS, the City of O'Fallon, a municipal corporation, has a need for feasibility and structural studies, and

WHEREAS, White & Borgognoni has the expertise that the City needs to accomplish the feasibility studies,

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

The City of O'Fallon authorizes its appropriate representatives to sign the White & Borgognoni agreement for the studies in an amount not to exceed \$16,050.00 as in their proposal.

Passed and approved this 2nd day of May 2016.

ATTEST:

Approved:

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor



April 20, 2016

Jeff Taylor, P.E.

Director of Public Works
City of O'Fallon
255 South Lincoln
O'Fallon, Illinois 62269
Phone: 618/624-4500, Ext. 3
E-mail: jtaylor@ofallon.org

RE: Proposal for Architectural Feasibility Studies for the City of O'Fallon, Illinois

Dear Mr. Taylor,

Thank you for discussing the City's need for three Feasibility Studies related to the City Hall and Annex buildings. Per your request, our office has prepared the below proposal for professional services for your consideration as follows.

PROJECT 1

PROJECT TEAM (project 1)

White & Borgognoni Architects, P.C. (WBA)	Programming, Architectural Design
Fendrich Engineering	Structural Engineering
BRiC Partnership	MEP Cost Estimating

SCOPE OF PROJECT (project 1)

The project is for development of a building program and feasibility study for renovations to a former bank building for use as City offices. The existing building is a two-level building of approximately 8,600 gross square feet at the first floor and 3,300 gross square feet at the second floor.

It is understood that the scope of the project includes programming the usage of the spaces including, but not limited to:

- General offices
- Conference space
- General office storage space
- Toilets
- Breakroom
- Evidence storage (operated by O'Fallon P.D.)

**Feasibility Study for the City of O'Fallon
Proposal for Architectural Services
April 20, 2016
Page 2 of 6**

It is understood the building will not be considered an essential facility, and does not need to remain operational during emergencies.

The renovated office space should be designed to meet applicable building codes, such as IBC, NFPA Life-Safety, ADA/Illinois Accessibility, Illinois State Plumbing Code and IECC.

SCOPE OF SERVICES (project 1)

WBA will provide the Scope of Services as follows:

A. Programming: Evaluation of Functional Needs

1. Identify requirements of the project functional needs, special requirements and special design considerations.
2. Define any unique individual area designs.

B. Feasibility Study:

1. Provide a limited architectural site review and analysis of the existing building and site.
2. Review regulatory requirements and perform a preliminary code analysis.
3. Develop a concept space plan study to resolve site and building elements within the Program parameters and obtain review input from the City.
4. Prepare conceptual exterior elevations.
5. Prepare an estimate of probable construction costs conforming to the program and concept plans. Review up to 3 alternative options for consideration.
6. Prepare a preliminary project schedule.
7. Prepare a preliminary written report to the City including the concept plans, exterior elevations, structural deficiencies, project budget and project schedule.
8. Obtain input on the preliminary report from the City and provide a final report including any final modifications.

CONSIDERATIONS (project 1)

WBA's proposal is based upon the above understanding of the project scope and services. It is understood that the existing building mechanical, electrical and plumbing/fire protection (MEP) systems shall be considered obsolete/unusable, thus complete removal and replacement of those systems are to be included in the feasibility study.

PROJECT 2

PROJECT TEAM (project 2)

White & Borgognoni Architects, P.C. (WBA) Programming, Architectural Concept Design

SCOPE OF PROJECT (project 2)

The project is for a study of the lobby security of the existing City Hall building and feasibility for modifications to the security measures. The existing building is a two-level building of approximately 8,600 gross square feet footprint.

It is understood that the scope of the project includes studying the exiting lobby security including, but not limited to:

- Discuss past history of threats
- Discuss perceived potential threats
- Prepare options for security enhancements for front counter employees at both floor levels

SCOPE OF SERVICES (project 2)

WBA will provide the Scope of Services as follows:

- A. Review:** Discussion of Security Needs
1. Review past history of security threats with stakeholders
 2. Review perceived potential threats to the building, personnel and users of City Hall
 3. Review current security measures
 4. Review previous proposals for security enhancements
 5. Document existing conditions by photography and field measuring for use as a basis of developing concept designs
- B. Study:**
1. Provide ideas for security enhancements to address concerns identified during the review session.
 2. Review regulatory requirements and perform a preliminary code analysis.
 3. Develop concept space plan(s) and/or interior elevation(s) to depict concept ideas.
 4. Prepare an estimate of probable construction costs for the concept ideas.
 5. Prepare a preliminary project schedule.
 6. Prepare a preliminary written report to the City including the concept plan(s) and/or interior elevation(s), project budget and project schedule.

7. Obtain input on the preliminary report from the City and provide a final report including any final modifications.

CONSIDERATIONS (project 2)

WBA has not included any engineering services for Structural, Mechanical, Electrical, Plumbing, etc. disciplines, as they are not anticipated to be needed at this time. If those services become necessary, WBA can provide through sub-consultants on an additional services basis.

PROJECT 3

PROJECT TEAM (project 3)

White & Borgognoni Architects, P.C. (WBA) Programming, Architectural Concept Design

SCOPE OF PROJECT (project 3)

The project is for a study of the council chamber dais and seating arrangements at the existing City Hall building. The existing building is a two-level building of approximately 8,600 gross square feet footprint. The council chamber is an octagonal shaped single-story space at the northeast portion of the City Hall building.

It is understood that the scope of the project includes:

- Review special arrangement of the existing dais for possible modifications to increase seating capacity
- Review existing audience seating area for possible modifications / replacement of existing pew-type seating with alternative seating styles.

SCOPE OF SERVICES (project 3)

WBA will provide the Scope of Services as follows:

A. Review:

1. Meet with City stakeholders to review the existing chamber layout, challenges and needs.
2. Document existing conditions by photography and field measuring for use as a basis of developing concept designs

B. Study:

1. Provide ideas for modifications to the dais and seating based on discussions during the review session.
2. Review regulatory requirements and perform a preliminary code analysis.
3. Develop concept floor plan(s) and/or interior elevation(s) to depict concept ideas.
4. Prepare an estimate of probable construction costs for the concept ideas.
5. Prepare a preliminary project schedule.
6. Prepare a preliminary written report to the City including the concept plan(s) and/or interior elevation(s), project budget and project schedule.
7. Obtain input on the preliminary report from the City and provide a final report including any final modifications.

CONSIDERATIONS (project 3)

WBA has not included any engineering services for Structural, Mechanical, Electrical, Plumbing, etc. disciplines, as they are not anticipated to be needed at this time. If those services become necessary, WBA can provide through sub-consultants on an additional services basis.

TERMS OF SERVICES

WBA proposes providing the Scope of Services outlined above on the basis of a fixed fee in the following amounts:

Project 1	\$ 9,850.00
Project 2	\$ 2,800.00
Project 3	<u>\$ 3,400.00</u>
TOTAL	<u>\$16,050.00</u>

Reimbursable costs (printing, reproductions, plots, postage, delivery, travel, long distance communications, etc.) for the project are estimated to be **under \$1,000.00** and are in addition to the above-mentioned fees.

Your signature below indicates your agreement with this proposal, acceptance of the terms and serves as our authorization to proceed. If you have any questions or need additional information, please do not hesitate to let us know.

Sincerely,
White & Borgognoni Architects, PC



Scott Kuhlemeyer, AIA
Principal Architect

Proposal Accepted by:

signature

date

printed name and title



CITY COUNCIL AGENDA ITEMS

To: Mayor and City Council
From: Sandy Evans, Director of Finance
Walter Denton, City Administrator
Date: May 2, 2016
Subject: Resolution on Lease of Vehicles and Equipment

List of committees that have reviewed: Finance and Administration

Background: This is the annual resolution authorizing the Director of Finance to secure/continue lease purchase agreements for vehicles and equipment approved in the budget. This action allows the Director of Finance to enter into agreements with local banks that spread the cost of vehicles/equipment over a specific period of time, not to exceed 5 years. Police vehicles are usually 3 years and some special use vehicles/equipment are for longer periods depending on the projected useful life.

Legal Considerations, if any: None

Budget Impact: Vehicle/Equipment purchase is authorized with the budget approval and the Director of Finance and staff determines the most cost effective method of payment on an individual vehicle/equipment basis.

Staff recommendation: Recommend approval

**CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -**

**A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO SECURE
A LEASE/PURCHASE AGREEMENT FOR EQUIPMENT/VEHICLES FOR
FY 2016/2017**

WHEREAS, the City Council deems it necessary for the health, safety and welfare of the residents of the City of O'Fallon to provide for the lease/purchase of certain equipment as approved in the FY 2016-2017 Budget; and

WHEREAS, pursuant to the provision of Section 11-61-3 of Article II of the Illinois Municipal Code, the City of O'Fallon is authorized to purchase real and personal property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in monthly or annual installments during a period not exceeding twenty (20) years; and

WHEREAS, it is hereby estimated and determined that funds, plus interest, in order to purchase said equipment are not presently available.

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

That the City of O'Fallon has authorized the Director of Finance to enter into a lease/purchase of said equipment/vehicles to be paid in equal installments not to exceed five (5) years.

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

Passed by the City Council this 2nd day of May 2016.

ATTEST:

(seal)

Approved by the Mayor this 2nd day
of May, 2016

Philip A. Goodwin, City Clerk

Gary Graham, Mayor



CITY COUNCIL AGENDA ITEMS

To: Mayor and City Council
From: Sandy Evans, Director of Finance
Walter Denton, City Administrator
Date: May 2, 2016
Subject: Resolution Authorizing Mayor to Execute an Agreement with the U.S. Department of Commerce, U.S. Census Bureau for a Special Census

List of committees that have reviewed: Finance and Administration

Background: The City of O'Fallon per the 2010 Census was 28,396. The City has grown substantially since then due to annexations and completion of new subdivisions. We are estimating an additional 2,400 residents which equates to approximately \$350,000 of additional revenue per year. Although the cost of doing this special census will cost approximately \$150,500, it will more than pay for itself. Staff hopes to start the special census over the summer months and have the final census report by the Fall.

Legal Considerations, if any: None

Budget Impact: Approved in the FY 2017 budget.

Staff recommendation: Recommend approval

**CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE,
U.S. CENSUS BUREAU IN AN AMOUNT NOT TO EXCEED \$150,572**

WHEREAS, the City of O'Fallon, a municipal corporation, has entered into an agreement with the U.S. Department of Commerce, U.S. Census Bureau to conduct a Special Census for certain areas of O'Fallon

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

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with the U.S. Department of Commerce in the amount not to exceed \$150,572.

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

Passed by the City Council this 2nd day of May 2016.

ATTEST:

(seal)

Approved by the Mayor this 2nd day
of May 2016

Philip A. Goodwin, City Clerk

Gary Graham, Mayor



Memorandum of Agreement
Through Which
The City of O'Fallon, St. Clair County, Illinois
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. 25107

1) Parties and Scope

This document establishes an agreement between the City of O'Fallon, St. Clair County, Illinois (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the "Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated 'Official Census Statistics'. These statistics may be used in the manner provided by applicable law."

3) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at the Governmental Unit's facility is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:
 - i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.
 - ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
 - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.
 - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- (a) the entire area of a governmental unit is included in the special census,
- (b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- (c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and

- (d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:
- i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
 - ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
 - iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.
 - iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for

those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

- v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.
 - (1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be **\$50,993**. The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.
 - (2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
 - (3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.
- vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
 - (1) administrative and technical work performed by headquarters and regional personnel;
 - (2) printing and preparation of enumeration questionnaires and related materials;
 - (3) map preparation;
 - (4) tabulation expenses;
 - (5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - (6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of **6,174** the estimated cost for these services is **\$99,579**. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.
- vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal

to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.

- c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

5) Transfer of Funds

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

6) Contacts

Mr. Hector X. Merced
Chief, Special Census Branch
U.S. Census Bureau
4600 Silver Hill Road
Field Division
Special Census Branch
5H025
Washington, D.C. 20233
301-763-1429
301-763-4066 Fax
hector.x.merced@census.gov

City of O'Fallon
Attn: Ms. Sandy Evans
255 South Lincoln Ave.
O'Fallon, IL 62269
618-624-4500
618-624-4508 Fax
sevans@ofallon.org

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **March 31, 2018**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** days written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9) Termination Cost

If the **City of O'Fallon** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT
BY:

NAME: DATE:
TITLE:
AGENCY:

FOR THE CENSUS BUREAU
BY:

Albert E. Fontenot, Jr. DATE:
Acting Chief, Field Division
Bureau of the Census



CITY COUNCIL AGENDA ITEMS

To: Mayor and City Council
From: Sandy Evans, Director of Finance
Walter Denton, City Administrator
Date: May 2, 2016
Subject: Resolution Authorizing Mayor to Execute an Agreement with Stopp and Van Hoy for Auditing Services for the Year Ended April 30, 2016

List of committees that have reviewed: Finance and Administration

Background: Request for Proposals were issued for auditing services for the years ended April 30, 2016, 2017 and 2018. The City received four proposals. Stopp and Van Hoy submitted the low bid of \$ 32,000 for 2016, \$33,000 for 2017 and \$34,000 for 2018. Stopp and Van Hoy are located in Creve Coeur, MO. Staff contacted the references provided and all were pleased with their services. The audit will begin late June with completion by late September. Their staff will be on site for 1-2 weeks.

Legal Considerations, if any: None

Budget Impact: Savings of approximately \$17,950 as compared to current auditing services.

Staff recommendation: Recommend approval

**CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH STOPP & VAN HOY FOR AUDITING SERVICES FOR
THE YEAR ENDED APRIL 30, 2016 IN AN AMOUNT NOT TO EXCEED \$32,000**

WHEREAS, the City of O'Fallon, a municipal corporation, has entered into an agreement for Auditing Services for the year ended April 30, 2016 with Stopp & VanHoy and

WHEREAS, in the event additional accounting services will be required which are not covered by this contract, such services will be billed at their standard hourly rate,

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

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with Stopp & VanHoy in the amount not to exceed \$32,000.

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

Passed by the City Council this 2nd day of May 2016.

ATTEST:

(seal)

Approved by the Mayor this 2nd day

of May, 2016

Philip A. Goodwin, City Clerk

Gary Graham, Mayor

April 16, 2016

Sandy Evans
Director of Finance
City of O'Fallon
255 South Lincoln
O'Fallon, Illinois 62269

To the City Council:

We are pleased to confirm our understanding of the services we are to provide the City of O'Fallon for the year ended April 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of O'Fallon as of and for the year ended April 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of O'Fallon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of O'Fallon's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Information.
3. IMRF Trend Information.
4. Police Pension Trend Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of O'Fallon's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United

States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Report on compliance with Illinois Tax Increment Redevelopment Allocation Act (65 ILCS 5/11-74.4-3).
3. Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget (GAAP Basis) and Actual - Major Capital Projects Funds.
4. Combining Balance Sheet - Nonmajor Governmental Funds.
5. Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Nonmajor Governmental Funds.
6. Statement of Revenues, Expenditures and Changes in Fund Balance - Budget (GAAP Basis) and Actual - Nonmajor Special Revenue Funds.
7. Statement of Revenues, Expenditures and Changes in Fund Balance - Budget (GAAP Basis) and Actual - Nonmajor Capital Projects Funds.
8. Statement of Revenues, Expenditures and Changes in Fund Balance - Budget (GAAP Basis) and Actual - Nonmajor Debt Service Funds.
9. Schedule of Governmental Capital Assets by Function/Activity.
10. Schedule of Changes in Governmental Capital Assets by Function/Activity.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Assessed Valuations and Property Tax Rates.
2. General Governmental Funds and Component Unit Revenues by Source.
3. General Governmental Funds and Component Unit Expenditures by Function.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and

material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Mayor and City Council of the City of O'Fallon.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about

the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. Certain financial institutions may use a third party vendor to respond to our confirmation request and any associated cost will be your responsibility. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and

material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance or OMB Circular A-133, if applicable, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of O'Fallon's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of O'Fallon's major programs. The purpose of these procedures will be to express an opinion on the City of O'Fallon's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of O'Fallon in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will perform a compilation and issue separate financial statements for the Library (a separate engagement letter will be issued for this service). We will also assist in reconciling the Police and Fire Pension investments statements for DOI report filings. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal

statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on August 12, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are

also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide as listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Stopp & VanHoy, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Illinois Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Stopp & VanHoy, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Illinois Auditor General. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 20, 2016 and to issue our reports no later than September 12, 2016. Carl "Eric" Stopp, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed

our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the City of O'Fallon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. We have provided you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2014 peer review report accompanies this letter.

Respectfully,



Stopp & VanHoy, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of O'Fallon.

Management Signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Bates CPAs

A Professional Corporation
of
Accountants and Consultants

2031 Collier Corporate Parkway
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Phone: (636) 947-8400
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January 27, 2015

System Review Report

To the Members of **Nichols, Stopp & Van Hoy, LLC**
and the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Nichols, Stopp & Van Hoy, LLC** (the firm) in effect for the year ended November 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of **Nichols, Stopp & Van Hoy, LLC** in effect for the year ended November 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Nichols, Stopp & Van Hoy, LLC** has received a peer review rating of *pass*.

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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: May 2, 2016
Subject: Chapter 116 Alcoholic Beverages – 1st Reading

List of committees that have reviewed: The Community Development Committee reviewed this application at its April 25, 2016 meeting and recommended approval with a vote of 5-0.

Background

City staff and legal counsel have proposed a number of changes to Chapter 116 to clean up confusing language, create better definitions and create the BYOB (Class "I") License and the Tasting Event (Class "J") License.

The city is proposing to create a Class "I" liquor license which would enable establishments to allow the public to bring and consume their own alcohol at the business (BYOB). This type of BYOB business model is becoming increasingly common as the popularity of art parties/workshops has exploded across the country. Based on the research conducted, staff believes that creating BYOB-specific code language would allow reputable businesses to allow BYOB with some consistent standards, while preventing others from exploiting the lack of regulation to operate under very little oversight or recourse from the City.

The city is proposing to create a Class "J" liquor license. This license would allow applicants to apply for a license that would allow them to offer samples of alcoholic liquor. Typically, these tastings are conducted within package retailers like grocery stores or liquor stores. Such establishments would still need to apply for a package liquor license as they currently do on an annual basis. Currently, the City has no way of approving such tasting events.

Liquor License Fee Schedule:
Class "I-1" Annual fee of \$100.
Class "I-2" Annual fee of \$25
Class "J" Annual fee of \$100

Legal Considerations, if any: None

Budget Impact: None

Staff Recommendation: Staff recommends approval of the use proposed text amendment

**CITY OF O’FALLON, ILLINOIS
ORDINANCE NO. _____, AN
ORDINANCE AMENDING
CHAPTER 116 ALCOHOLIC
BEVERAGES OF THE CITY CODE
OF ORDINANCES.**

WHEREAS, the City of O’Fallon is a Home Rule Unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matter pertaining to its government and affairs; and

WHEREAS, Chapter 116, Alcoholic Beverages, of the City Code of Ordinances governs the licensing of establishments offering alcoholic liquor for sale within the City of O’Fallon; and

WHEREAS, the City Code of Ordinances do not govern or regulate the consumption of alcoholic liquor at places of business within the City of O’Fallon, wherein patrons of the business furnish their own alcoholic liquor, commonly referred to as “bring your own bottle” to be consumed by the business patrons on the business premises; and

WHEREAS, it is in the best interest, health, safety and welfare of the residents of the City of O’Fallon, to govern and regulate the consumption of bring your own alcoholic liquor by business patrons on the business premises.

WHEREAS, there is no provision in Chapter 116 for the application for or issuance of a license for public offering of samples of alcoholic liquor; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of O’Fallon to license such event.

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. Section 116.01 **Definitions**, is amended by way of addition of the following definitions.

Bring Your Own Bottle or BYOB. The practice of allowing patrons of a business inviting public patronage to bring their own alcoholic liquor to be consumed by the patron and his/her guest on the business premises.

Event sponsor shall mean any person who presents, sponsors, hosts, or promotes a tasting event which includes sample tasting of alcoholic liquor whether or not such person directly offers tasting of alcoholic liquor and its related sale at the tasting event.

Package sales shall mean the sale of the same alcoholic liquor which is offered for tasting where such alcoholic liquor is sold in the original container which bears the brewer's and/or manufacturer's label and which is corked, capped, or otherwise securely sealed at the place of brewing, manufacture, or distilling.

Restaurant as defined in §158.016 of the City Code of Ordinances under "Restaurant, Fast-Food" "Restaurant, General" or "Restaurant, Limited."

Tasting shall mean the supervised presentation of samples of one (1) or more varieties of alcoholic liquor to the public served from the original package. Tasting shall be limited to any one individual no more than three (3) offerings in one day of alcoholic liquor in glasses, cups or other containers which are capable of holding no more than one (1) fluid ounce in the case of wine, two (2) fluid ounces in the case of beer, and one-quarter (1/4) ounce in the case of spirits.

Tasting event shall mean any event sponsored, hosted or promoted within the City of O'Fallon primarily for the purpose of offering tasting of alcoholic liquor.

Tasting representative shall mean any person who directly offers tasting of alcoholic liquor to the public and either holds a valid issued retailer's license, special event retailer's license, caterer's retail license or special use permit license issued by the Illinois Liquor Control Commission or works under the direction of, is supervised by, or is employed by a person who holds a valid issued retailer's license, special event retailer's license, caterer's retail license or special use permit license liquor license issued by the Illinois Liquor Control Commission.

Section 3. Section 116.15, **Classification of Licenses**, is amended as follows:

~~There shall be ten classes of licenses issued by the city to retailers of alcoholic liquor. These classes shall be designed as Class “A” licenses, Class “B” licenses, Class “C-1” licenses, Class “C-2” licenses, Class “D-1” licenses, Class “D-2” licenses, Class “E” licenses, Class “F” licenses, Class “G-1” licenses, and Class “G-2” licenses, and shall be described as follows.~~

(A) Class “A” On Premise License

(1) Licenses shall authorize the holder thereof to sell at retail alcoholic liquor for consumption on the premises specified in such license.

(2) Sales may occur at all hours chosen by the licensee, except between the hours of 1:00 a.m. and 5:00 a.m., when no sales of alcoholic liquor may be made.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic liquor upon the licensed premises more than one-half hour after the close of business for the retail sale of alcoholic liquor and before such business reopens as allowed by the preceding, and the premises shall be vacated within one-half hour of the close of such business by all persons other than employees of the licensee then engaged in customary after-hours duties which relate to cleaning and closing such business.

(B) Class “B” On Premise Extended Hours License

(1) Licenses shall authorize the holder thereof to sell at retail alcoholic liquor for consumption on the premises specified in such license.

(2) Sales may occur at all hours chosen by the licensee, except between the hours of 1:00 a.m. and 5:00 a.m. Monday through Friday, inclusive, and between the hours of 2:00 a.m. and 5:00 a.m. on Saturday and Sunday, when no sales of alcoholic liquor may be made.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic liquor upon the licensed premises more than one-half hour after close of business for the retail sale of alcoholic liquor and before such business reopens as allowed by the preceding, and the premises shall be vacated within one-half hour of the close of such business by all persons other than employees of the licensee then engaged in customary after-hours duties which relate to cleaning and closing such business.

(C) Class “C-1” Off Premise License

(1) Licenses shall authorize the holder thereof to sell at retail alcoholic liquor in the original retail package of the manufacturer on the premises specified in the license.

(2) Sales may occur at all hours chosen by the licensee, except between the hours of 1:00 a.m. and 5:00 a.m., when no sales of alcoholic liquor may be made.

(3) No alcoholic liquor sold pursuant to a Class “C-1” license shall be consumed on the premises for which such license is issued.

(D) Class “C-2” Off Premise Extended Hours License

(1) Licenses shall authorize the holder thereof to sell at retail alcoholic liquor in the original retail package of the manufacturer on the premises specified in the license

(2) Sales may occur at all hours chosen by the licensee, except between the hours of 1:00 a.m. and 5:00 a.m. Monday through Friday, inclusive, and between the hours of 2:00 a.m. and 5:00 a.m. on Saturday and Sunday, when no sales of alcoholic liquor may be made.

(3) No alcoholic liquor sold pursuant to a Class “C-2” license shall be consumed on the premises for which such license is issued.

(E) Class “D-1” On Premise with Entertainment License

(1) Licenses shall authorize the holder thereof to sell at retail alcoholic liquor for consumption on the premises specified in such license

(2) Sales may occur at all hours chosen by the holder thereof, except between the hours of 2:00 a.m. and 5:00 a.m., when no sales of alcoholic liquor may be made; provided that, a live band, or such other live entertainment as the Liquor Commissioner deems comparable, performs at such premises at least five days each week.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic liquor upon the licensed premises more than one-half hour after the close of business for the retail sale of alcoholic liquor and before such business reopens as allowed by the preceding, and the premises shall be vacated one-half hour after the close of such business by all persons other than employees of the licensee then engaged in customary after-hours duties relating to cleaning and closing such business.

(F) Class “D-2” On Premise with Bowling Alley License

(1) Licenses shall authorize the holder thereof to sell at retail alcoholic liquor for consumption on the premises specified in the license.

(2) Sales may occur at all hours chosen by the holder thereof, except between the hours of 2:00 a.m. and 5:00 a.m., when no sales of alcoholic liquor may be made, provided that the

holder of such license operates on such same premises a bowling alley and food is being served at all such hours on such premises.

(3) No person may consume, and no person other than the licensee may possess or have, any alcoholic liquor on such premises more than one-half hour after the close of business for the retail sale of alcoholic liquor and before such business reopens as allowed by the preceding.

(G) Class "E" On and Off Premise License

(1) Licenses shall authorize a holder thereof to make sales at retail of alcoholic liquors for consumption on the premises with a seating capacity for 20 or more patrons and to sell packaged alcoholic liquors for consumption off the premises.

(2) Class "E" licenses shall authorize a holder thereof to sell, at retail, alcoholic beverages for consumption on the premises specified in such license and to sell packaged alcoholic liquors for consumption off the premises specified in such license at all hours chosen by the licensee except between the hours of 1:00 a.m. and 5:00 a.m. Monday through Friday, inclusive, and between the hours of 2:00 a.m. and 5:00 a.m. on Saturday and Sunday, when no sales of alcoholic beverages may be made.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic beverage upon the licensed premises more than one-half hour after the close of business for the retail sale of alcoholic beverage and before such business opens as allowed by the preceding, and the premises shall be vacated within one-half hour of the close of such business by all persons other than employees of the licensee then engaged in customary after-hour duties which relate to cleaning and closing of such business.

(H) Class "F" Brew Pub License

(1) Licenses shall authorize a holder thereof to manufacture beer ("brew pub") and store the brew pub at a designated premises and to make sales to distributors, importing distributors, as well as the direct sale to non-licensed consumers for consumption off the designated premises in containers not larger than 64 ounces or on the designated premise. A licensee shall not sell, for off premises consumption, more than 50,000 gallons of beer per year. A Class "F" licensee must have a valid brew pub license from the State of Illinois.

(2) Class "F" licenses shall authorize a holder thereof to sell, at retail, alcoholic beverages for consumption on the premises specified in such license at all hours chosen by the licensee except between the hours of 1:00 a.m. and 5:00 a.m. Monday through Friday, inclusive, and between the hours of 2:00 a.m. and 5:00 a.m. on Saturday and Sunday, when no sales of alcoholic beverages may be made.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic beverage upon the licensed premises more than one-half hour after the close of business for the retail sale of alcoholic beverage and before such business opens as allowed by the preceding. The premises shall be vacated within one-half hour of the close of such business by all persons other than employees of the licensee then engaged in customary after-hour duties which relate to cleaning and closing of such business.

~~(3)~~ (4) A Class "F" license shall authorize the licensee to sell its micro-brewed beer for consumption off premises in containers not larger than 64 ounces at all hours chosen by the licensee except between the hours of 1:00 a.m. and 5:00 a.m. Monday through Friday, inclusive, and between the hours of 2:00 a.m. and 5:00 a.m. on Saturday and Sunday, when no sales of alcoholic beverages may be made.

(I) Class "G-1" Not-for-Profit License

(1) Licenses shall authorize a Not-For-Profit Corporation as holder thereof to sell, at retail, alcoholic liquor for consumption only on the premises where sold.

(2) Alcoholic liquor may be sold at retail for consumption on the premises at all hours chosen by the holder thereof, except between the hours of 1:00 a.m. and 5:00 a.m. when no sales of alcoholic liquor may be made.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic beverage upon the licensed premises more than one-half hour after the close of business for the retail sale of alcoholic beverage and before such business opens as allowed by the preceding, and the premises shall be vacated within one-half hour of the close of such business by all persons other than employees of the licensee then engaged in customary after-hour duties which relate to cleaning and closing of such business.

(J) Class "G-2" Not-for-Profit Extended Hours License

(1) Licenses shall authorize a Not-For-Profit Corporation as holder thereof to sell, at retail, alcoholic liquor for consumption only on the premises where sold.

(2) Alcoholic liquor may be sold at retail for consumption on the premises at all hours chosen by the holder thereof, except between the hours of 2:00 a.m. and 5:00 a.m. when no sales of alcoholic liquor may be made; providing that a live band or such other live entertainment, as the Liquor Commissioner deems comparable, performs at such premises at least five days each week.

(3) No person may consume, and no person other than the licensee shall possess or have, any alcoholic beverage upon the licensed premises more than one-half hour after the close of business for the retail sale of alcoholic beverage and before such business opens as allowed by the preceding, and the premises shall be vacated within one-half hour of the close of such business by all persons other than employees of the licensee then engaged in customary after-hour duties which relate to cleaning and closing of such business.

(K) Class "H-1" Video Gaming License

(1) Licenses shall be required of each licensee having a video gaming permit issued to the licensee pursuant to Chapter 121 of this code and shall authorize the licensee to sell at retail, alcoholic liquor for consumption, on the premises, specified in the license

(2) Sales may occur at all hours chosen by the licensee except between the hours of 1:00 a.m. and 5:00 a.m. Monday through Friday, inclusive, and between the hours of 2:00 a.m. and 5:00 a.m. on Saturday and Sunday when no sales of alcoholic liquor may be made; provided that, a licensee may have a live band, or such other live entertainment as the Liquor Commissioner deems acceptable.

(3) No person may consume and no person other than the licensee shall possess or have, any alcoholic liquor upon the licensed premises, more than one half hour after close of business for the retail sale of alcoholic liquor and before such business reopens as allowed by the preceding, and the premises shall be vacated within one-half hour of the close of such business by all such persons other than employees of the licensee then engaged in customary after-hour duties which relate to cleaning and closing such business.

~~(2)~~ (4) The holder of a Class H-1 license shall not be required to have any other city liquor license.

(L) Class "I-1" BYOB License

(1) Licenses shall authorize BYOB upon the conditions set forth hereafter.

- a. Consumption of the alcoholic liquor must be in conjunction with the purchase of goods and services offered by the business in its normal course of operations.
- b. Consumption of the alcoholic liquor shall be limited to those patrons of the licensee who furnished the alcoholic liquor and their guests.
- c. Every container of wine brought onto the Licensee's premises by a patron may be opened by the personnel of the Licensee and it shall be unlawful for any person to leave the premises with a partially consumed container of wine unless it is securely sealed and receipted by the personnel of the Licensee prior to removal from the premises and placed in a transparent, one time use, tamper proof bag in accordance with the Illinois Liquor Control Act.
- d. It shall be unlawful for any person to leave the Licensee's premises with a partially consumed container of alcoholic liquor other than a properly sealed container of wine.
- e. The Licensee may charge a "corkage fee".
- f. Consumption of alcoholic liquor brought onto the Licensee's premises, by a patron of the Licensee, shall be at all hours chosen by the Licensee, except between the hours of 12:00 am and 5:00 am when consumption of alcoholic liquor is strictly prohibited.
- g. Video gaming shall be prohibited on the premises that possess a Class I-1 license.
- h. Possession and/or consumption of alcoholic liquor by any person under age twenty-one (21) is prohibited.
- i. It shall be unlawful for any business, which does not have either a Class I-1 license or a Class I-2 license, to allow any person to consume alcoholic liquor on the business premises wherein the alcoholic liquor is furnished by a patron of the business.

(M) Class "I-2" BYOB Restaurant Rider License

(1) Licenses shall authorize a Restaurant that is the holder of a Class A License, B License, E License, F License, G-1 License, G-2 License or H-1 License to permit BYOB upon the conditions set forth hereafter.

- a. Consumption of alcoholic liquor shall be in conjunction with the purchase and consumption of a meal.

- b. Consumption of the alcoholic liquor shall be limited to those patrons of the licensee who furnished the alcoholic liquor and their guests.
- c. Every container of wine brought onto the Licensee's premises by a patron may be opened by the personnel of the Licensee and it shall be unlawful for any person to leave the premises with a partially consumed container of wine unless it is securely sealed and receipted by the personnel of the Licensee prior to removal from the premises and placed in a transparent, one time use, tamper proof bag in accordance with the Illinois Liquor Control Act.
- d. It shall be unlawful for any person to leave the Licensee's premises with a partially consumed container of alcoholic liquor other than a properly sealed container of wine.
- e. The Licensee may charge a "corkage fee".
- f. Consumption of alcoholic liquor brought onto the Licensee's premises, by a patron of the Licensee, shall be only during the hours as allowed by the Licensee's existing liquor license issued by the City of O'Fallon for the sale of alcoholic liquor.
- g. Possession and/or consumption of alcoholic liquor by any person under age twenty-one (21) is prohibited.
- h. It shall be unlawful for any business, which does not have either a Class I-1 license or a Class I-2 license, to allow any person to consume alcoholic liquor on the business premises wherein the alcoholic liquor is furnished by a patron of the business.

(N) Class "J" Tasting Event License

(1) Licenses shall authorize a Tasting Event upon the conditions set forth hereafter.

- a. License shall authorize the holder thereof to conduct alcoholic liquor tasting and sale of packaged alcoholic liquor through a tasting representative in conjunction with a sponsored, hosted or promoted tasting event on days chosen by the Licensee (subject to the restriction hereafter) and at all hours chosen by the licensee between the hours of 9:00 am and 11:00 pm only.
- b. Any person who applies for a Class "J" license must be a holder of a valid State of Illinois issued retailer's license, special event retailer's license, caterer's retail

license or special use permit license at the time such Class “J” license application is made and at all times during the period of time for which the City license is issued.

c. A Class “J” license issued for a tasting event, shall be valid only for and limited to the specific date(s) and hour(s) when the tasting event will occur. The tasting event shall not exceed 5 daily events in a 12 month period of time.

d. Nothing in this sub-section shall be deemed to relieve any license applicant from the requirement of obtaining a special event permit issued by the City for those events which require such a permit as provided by the O’Fallon Code of Ordinances and/or policies governing the application for and issuance of special event permits.

e. The license holder shall:

i. Prohibit consumption of any alcoholic liquor other than by tasting within the tasting event; and

ii. Refrain from offering or providing a sample of alcoholic liquor to anyone under the age of 21 years; and

iii. Insure all samples of alcoholic liquor be immediately consumed on the premises of the tasting event; and

iv. Prohibit consumption of any packaged liquor sold within the tasting event.

f. Nothing in subsection 4 shall be construed as:

i. Prohibiting an event sponsor from charging a cover charge to enter the event or from selling tickets for the privilege of participating in the tasting event; or

ii. Prohibiting an event sponsor from charging any person who purchases any alcoholic liquor product as a package sale; or

iii. Requiring any event sponsor who offers tasting at a tasting event to also offer package sales of the offered alcoholic liquor at the tasting event.

Section 4. Section 116.18 Fee is amended as follows:

(A) License fees for the sale of alcoholic liquor at retail shall be payable in advance at the time of making application.

(B) In the event the license applied for is denied, the fee paid with the application shall be returned to the applicant. If the license is granted, the fee shall be deposited in the general corporate fund of the city or in any such other fund as shall have been designated or shall

hereafter be designated by the City Council, by a proper action, and no part thereof shall be refunded under any circumstances.

(C) License fees shall be as follows, effective May 1, 2015:

(1) Original application or renewal of a Class “A” or “C-1” license shall be ~~\$400~~ \$500 per annum (effective May 1, 2015: \$500 per annum)

(2) Original application or renewal of a Class “B” or “C-2” license shall be ~~\$500~~ \$600 per annum (effective May 1, 2015: \$600 per annum)

(3) Original application or renewal of a Class “D-1” or “D-2” license shall be ~~\$600~~ \$700 per annum (effective May 1, 2015: \$700 per annum)

(4) Original application or renewal of a Class “E” license shall be \$1,100 per annum

(5) Original application or renewal of a Class “F” license shall be \$900 per annum

(6) Original application or renewal of a Class “G-1” license shall be \$400 per annum

(7) Original application or renewal of a Class “G-2” license shall be \$500 per annum

(8) Original application or renewal of a Class H-1 license for a for-profit entity shall be \$700 per annum

(9) Original application or renewal of a Class H-1 license for a not-for-profit entity shall be \$400 per annum

10) Original application or renewal of a Class I-1 license shall be \$100 per annum

11) Original application or renewal of a Class I-2 license shall be \$25 per annum

12) Original application or renewal of a Class J license shall be \$100 per annum

All other provisions of Chapter 116, Alcoholic Beverages, of the City Code of Ordinances, shall remain in full force and effect.

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

Passed by the City Council this _____ day of _____ 2016.

ATTEST:

(seal)

Approved by the Mayor this__ day
of _____ 2016.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

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

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



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council
From: Ted Shekell, Community Development Director
Walter Denton, City Administrator
Date: May 2, 2016
Subject: Savannah Hills 3rd Addition, Final Plat (1st Reading)

List of committees that have reviewed: At the April 25, 2016 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, H & L Builders, is proposing a Final Plat of the 3rd Addition of Savannah Hills subdivision Trails, consisting of 26 single-family homes on 9.04 acres. This is 3rd Addition of a larger development located at the southeast corner of Milburn School Road and Old Collinsville Road. 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 improvement plans prior to second reading.

Legal Considerations, if any: None

Budget Impact: There will be an annexation fee paid to the City of \$2,250 per lot.

Staff Recommendation: Community Development and Public Work staff recommend the 3rd Addition Final Plat for approval, subject to final review of the improvements plans.

CITY OF O'FALLON, ILLINOIS
ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE
FINAL PLAT OF SAVANNAH HILLS
3rd ADDITION**

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 Savannah Hills 3rd Addition subdivision; and

WHEREAS, on April 25, 2016, 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 Savannah Hills 3rd Addition attached hereto as Exhibit A, be accepted and approved.

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

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

Passed by the City Council this _____ day of _____ 2016.

ATTEST: Approved by the Mayor this _____ day
(seal) of _____ 2016.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

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

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

SAVANNAH HILLS - 3rd ADDITION

Part of the Northwest Quarter of Section 23 and a resubdivision of Lot 415 of Savannah Hills, a subdivision recorded in Doc. No. A01946588 of County records, all situated in Township 2 North, Range 8 West of the Third Principal Meridian, City of O'Fallon, St. Clair County, Illinois

April, 2016

REFERENCES:
 -Plat of Survey done by Associated Professionals, Inc. for Kevin Kombrink dated 3/26/2003
 -Alta Survey done by Netemeyer Engineering Assoc., Inc. for O'Fallon Development Group, LLC dated 07/31/2003
 -Savannah Hills final plat recorded in Plat Book 104, page 24

NOTES:

Error of closure for subdivision perimeter described hereon is not more than 1:5000.

See Pre-Annexation Agreement as recorded in Book 3904, page 989 of St. Clair County records for roadway width and street tree requirements.

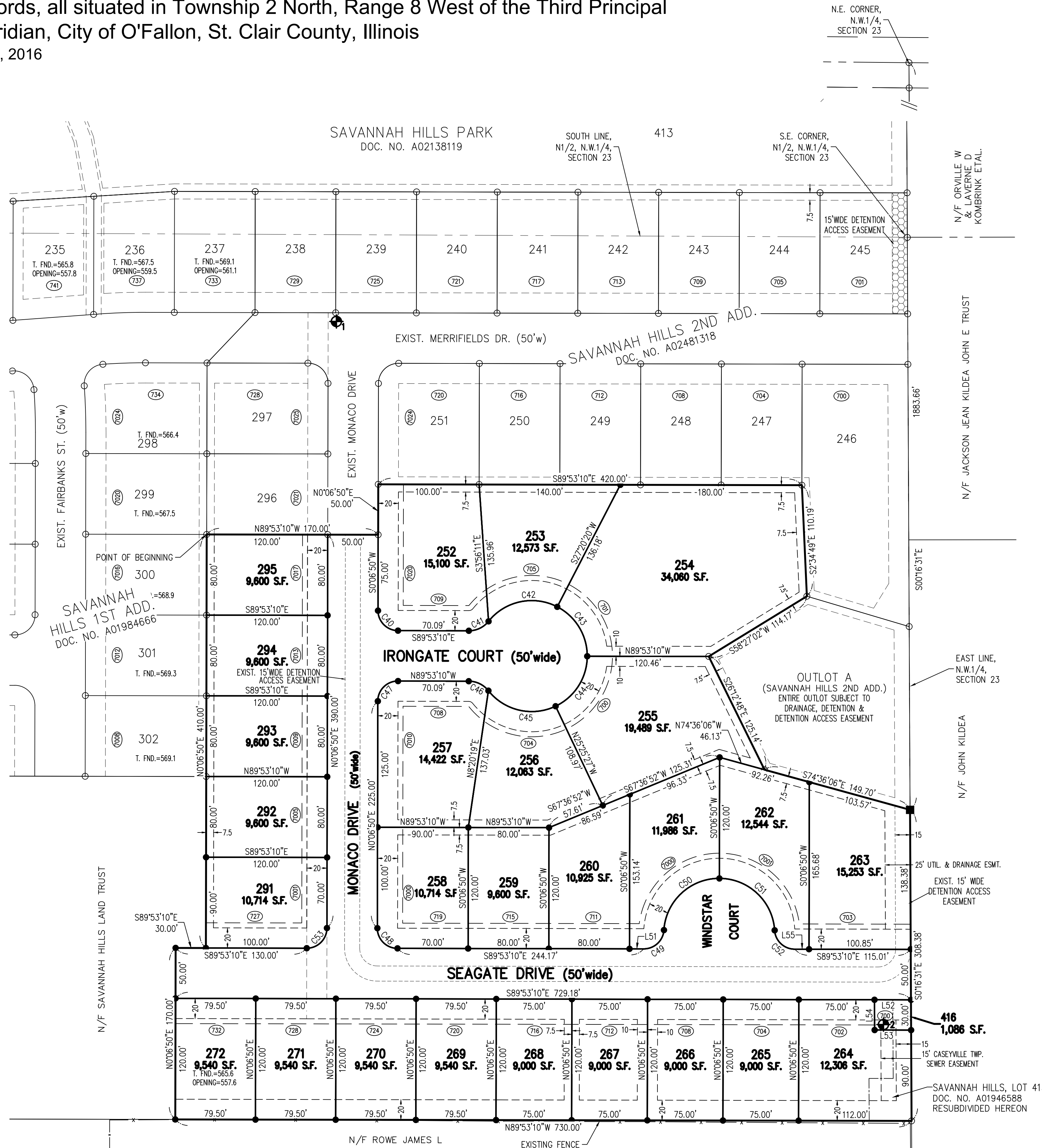
No private residential driveway entrances shall be permitted onto Savannah Hills Boulevard, Old Collinsville Road or Milburn School Road.

The tract subdivided hereon is subject to the terms set forth in the Pre-Annexation Agreement as recorded in Book 3904, page 989 of St. Clair County, Illinois records, between the City of O'Fallon, Illinois, and O'Fallon Development Group, LLC, establishing a Special Service Area within the tract described in said Agreement for the purpose of maintenance of storm water infrastructure and/or open space.

Islands in cul-de-sacs to be maintained by home-owners association. (See restrictive covenants)

Minimum top foundation and opening elevations subject to revision by professional engineer after as-built conditions are determined. The engineer shall provide the City with certification of this revision. Use benchmarks provided in the table hereon. If a basement window is installed, the lowest adjacent grade on the window well must be the higher than the minimum top foundation elevation. See grading plan Netemeyer Engineering dated 09/06/2005 for further details.

All lots are subject to a 5.0' wide drainage easement adjacent to the side lot lines.



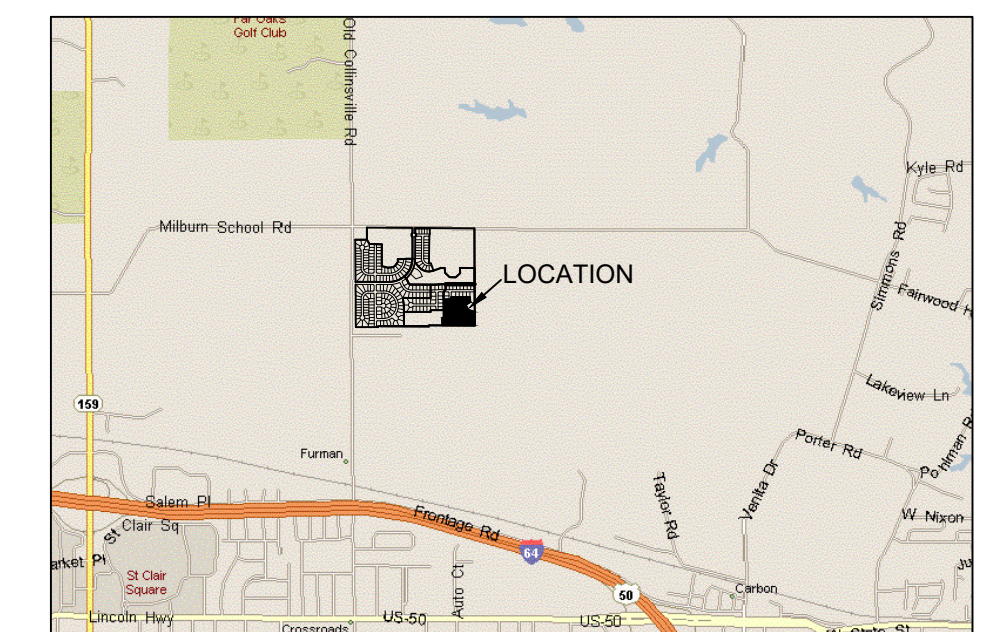
LINE TABLE		
LINE	DIRECTION	DISTANCE
L51	S89°53'10"E	14.17'
L52	N89°53'10"W	36.18'
L53	N89°53'10"W	36.18'
L54	N0°16'31"W	30.00'
L55	S89°53'10"E	14.17'

BENCHMARKS (NAVD 88)			
NO.	DESCRIPTION	LOCATION	ELEVATION
1	CUT "X" ON NORTH TOP CURB	MERRIFIELDS, NEAR SE CORNER LOT 238, ± 24' SSE OF SAN. MH.	568.78
2	CUT "X" SW VALVE VAULT CORNER	AT EAST END OF SEAGATE DRIVE, NEAR SW CORNER OF LOT 416	556.55

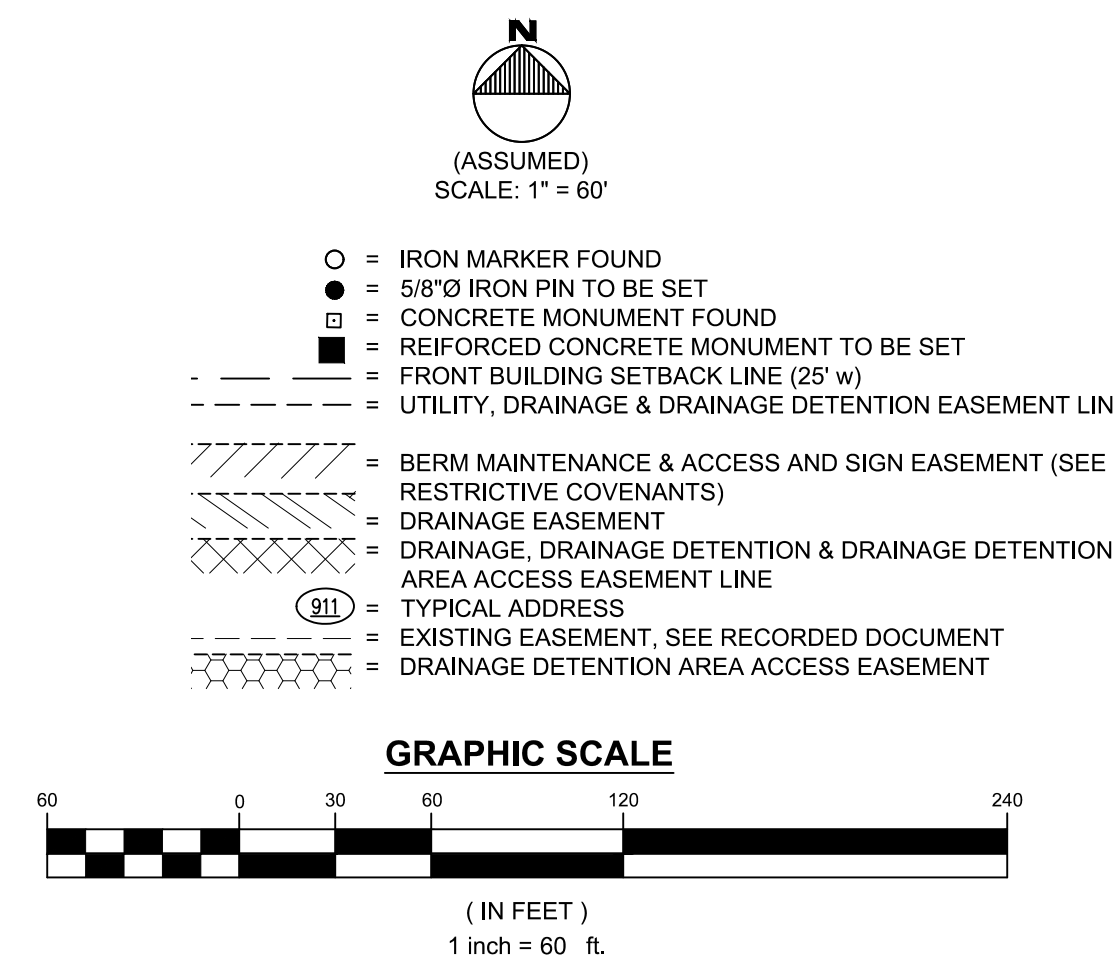
CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C40	31.42'	20.00'	20.00'	28.28'	S44°53'10"E	90°00'00"
C41	22.39'	25.00'	12.01'	21.65'	N64°27'18"E	51°19'04"
C42	75.40'	55.00'	44.97'	69.63'	N78°04'03"E	78°32'34"
C43	60.26'	55.00'	33.56'	57.29'	S31°16'25"E	62°46'30"
C44	61.88'	55.00'	34.68'	58.67'	S32°20'42"W	64°27'43"
C45	73.78'	55.00'	43.64'	68.37'	N76°59'46"W	76°51'21"
C46	22.39'	25.00'	12.01'	21.65'	N64°13'38"W	51°19'04"
C47	31.42'	20.00'	20.00'	28.28'	S45°06'50"W	90°00'00"
C48	31.42'	20.00'	20.00'	28.28'	S44°53'10"E	90°00'00"
C49	30.08'	20.00'	18.71'	27.33'	N47°01'31"E	86°10'39"
C50	82.72'	55.00'	51.45'	75.14'	N47°01'31"E	86°10'39"
C51	82.72'	55.00'	51.45'	75.14'	S46°47'50"E	86°10'39"
C52	30.08'	20.00'	18.71'	27.33'	S46°47'50"E	86°10'39"
C53	31.42'	20.00'	20.00'	28.28'	N45°06'50"E	90°00'00"

FOUNDATION ELEVATION INFORMATION			
LOT NO.	TOP FOUNDATION ELEVATION	LOWEST OPENING OR LOWEST ADJACENT GRADE IF OPENING IS PROTECTED	WALK-OUT OR DAYLIGHT
246	565.6	557.6	WALK-OUT
247	566.4	558.4	WALK-OUT
248	567.4	559.4	WALK-OUT
249	567.7	559.7	WALK-OUT
250	570.7	562.7	WALK-OUT
251	571.6	563.6	WALK-OUT
252	566.1	561.1	DAYLIGHT
253	564.7	559.7	DAYLIGHT
254	563.8	555.8	WALK-OUT
255	563.8	555.8	WALK-OUT
256	564.7	556.7	WALK-OUT
257	566.1	558.1	WALK-OUT
258	566.0	558.0	WALK-OUT
259	564.2	556.2	WALK-OUT
260	563.2	555.2	WALK-OUT
261	564.4	556.4	WALK-OUT
262	564.4	556.4	WALK-OUT
263	562.0	557.0	DAYLIGHT
264	562.3	554.3	WALK-OUT
265	563.7	555.7	WALK-OUT
266	563.8	555.8	WALK-OUT
267	563.4	555.4	WALK-OUT
268	563.6	555.6	WALK-OUT
269	565.6	557.6	WALK-OUT
270	566.3	558.3	WALK-OUT
271	566.2	558.2	WALK-OUT
272	565.6	557.6	WALK-OUT
291	568.6	568.1	NO
292	568.9	568.4	NO
293	568.8	568.3	NO
294	567.3	566.8	NO
295	567.3	566.8	NO

SUBDIVISION PERIMETER COORDINATES (IL WEST - NAD83)		
EXTREME CORNERS	GRID NORTHING	GRID EASTING
NW CNR LOT 295	707643.11	2355826.26
NE CNR LOT 254	707691.94	2356416.36
SE CNR LOT 264	707061.72	2356525.11
SW CNR LOT 272	707063.17	2355795.11



LOCATION SKETCH



SAVANNAH HILLS - 3rd ADDITION

Part of the Northwest Quarter of Section 23 and a resubdivision of Lot 415 of Savannah Hills, a subdivision recorded in Doc. No. A01946588 of County records, all situated in Township 2 North, Range 8 West of the Third Principal Meridian, City of O'Fallon, St. Clair County, Illinois

April, 2016

PERIMETER DESCRIPTION:

Part of the Northwest Quarter of Section 23 and a resubdivision of Lot 415 of Savannah Hills, a subdivision recorded in Document # A01946588 of County records, all situated in Township 2 North, Range 8 West of the Third Principal Meridian, City of O'Fallon, St. Clair County, Illinois, the perimeter of which is described as follows:

Beginning at the Southwest corner of Lot 296 of Savannah Hills - 2nd Addition a subdivision recorded in Document # A02481318 of said County records; thence, S89° 53' 10"E (bearing assumed), collinear with the South line of said Lot 296, 170.00 feet; thence, N00° 06' 50"E, along the East right-of-way line of Monaco Drive, 50.00 feet to the Southwest corner of Lot 251 of said Savannah Hills - 2nd Addition; thence, S89° 53' 10"E, 420.00 feet to the Southeast corner of Lot 247 of said Savannah Hills - 2nd Addition; thence, S02° 34' 49"E, 110.19 feet to the Southwest corner of Lot 246 of said Savannah Hills - 2nd Addition; thence, along the perimeter of Outlot A of said Savannah Hills - 2nd Addition as follows: S58° 27' 02"W, 114.17 feet; S26° 12' 48"E, 125.14 feet; S74° 36' 06"E, 149.70 feet to the East line of said Northwest Quarter of Section 23; thence, leaving said perimeter, along said East line of the Northwest Quarter, S00° 16' 31"E, 308.38 feet to the Southeast corner of said Lot 415 of Savannah Hills; thence, N89° 53' 10"W, collinear with the South line of said Lot 415, 730.00 feet; thence, N00° 06' 50"E, 170.00 feet; thence, S89° 53' 10"E, 30.00 feet; thence, N00° 06' 50"E, collinear with the East line of Lot 302 of Savannah Hills - 1st Addition, a subdivision recorded in Document # A01984666 of said County records, 410.00 feet; to the point of beginning, containing 9.04 acres, more or less.

SURVEYOR'S CERTIFICATE:

I, Patrick R. Netemeyer, Illinois Professional Land Surveyor No. 2704, hereby certify that this is a true and correct plat of survey made under my supervision at the request of the owners. I further certify that the property herein described is not within a flood hazard area as indicated by the Federal Emergency Management Agency. It is not warranted that this plat contains complete information regarding dedications, easements, rights of way, encroachments, occupation lines, or other encumbrances that existed prior to the date of this plat. For complete information, a title opinion or commitment for title insurance should be obtained, reviewed, and upon request additional information can be included on this plat.

Given under my hand and seal at 3300 Highline Road, Aviston, Illinois, this _____ day of _____, 2016.

Patrick R. Netemeyer, I.P.L.S. No. 2704
Expiration Date: November 30, 2016

State of Illinois)
)ss
County of St. Clair)

I, the undersigned, as managing member of H & L Builders, LLC, which is the owner of the land hereon described, has caused the same to be surveyed and subdivided in the manner shown by the within plat and said subdivision is to be known as "SAVANNAH HILLS - 3rd ADDITION". It is not contemplated that any appreciable change will be made in the flow of surface water from said land by the surveying and platting into lots. All rights of way and easements shown hereon are hereby dedicated to the use of the public forever including the release and waiver of the right of homestead under the Homestead Exemption laws of the State of Illinois. The building lines as shown are hereby established. I further certify that the property platted hereon is within O'Fallon Grade School District No. 90, O'Fallon High School District No. 203 and Southwestern Illinois College District No. 522.

In witness whereof, we have set our hands this _____ day of _____, 2016.

Attest:

Managing Member
H & L Builders, LLC
613 W. Hwy. 50, P.O. Box 1116
O'Fallon, IL 62269-8116

State of Illinois)
)ss
County of St. Clair)

I, _____, Notary Public in and for said county in the state aforesaid, do hereby certify that _____, managing member of H & L Builders, LLC, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me in person this day and acknowledged that he has signed and delivered the said plat as his own free and voluntary act for the uses and purposes herein set forth.

Given under my hand and seal this _____ day of _____, 2016.

Notary Public

State of Illinois)
)ss
County of St. Clair)

I, the undersigned, County Clerk of St. Clair County, Illinois, do hereby certify that I find no unpaid taxes against any of the real estate included within this plat. In witness whereof, I have hereunto set my hand and affixed the seal of my office this _____ day of _____, 2016.

County Clerk

State of Illinois)
)ss
County of St. Clair)

This plat has been reviewed and approved by the Mapping and Platting Department.

Mapping and Platting Department Date

State of Illinois)
)ss
County of St. Clair)

This plat has been reviewed and approved for 911 implementation.

911 Coordinator Date

State of Illinois)
)ss
County of St. Clair)

Examined and approved by the City Council of the City of O'Fallon, Illinois and accepted by resolution No. _____ dated this _____ day of _____, 2016.

Mayor

City Clerk

State of Illinois)
)ss
County of St. Clair)

I do hereby certify that the following agencies were properly notified if required and to the best of my knowledge approve this project:

- Illinois Historic Preservation Agency (HPA - archaeological)
- Illinois Department of Natural Resources (IDNR-endangered species)
- Illinois Department of Natural Resources - Division of Water Resources (IDNR-DWR - stream hydraulics)
- Natural Resources Conservation Service (NRCS - land use)
- U.S. Army Corps of Engineers (USACE - clean water act/stream hydraulics)
- Illinois Environmental Protection Agency (IEPA - storm water permit)
- St. Clair County Department of Roads and Bridges (entrance permit)
- Illinois Dept. of Transportation Div. of Highways (IDOT - entrance permit)
- U.S. Department of Agriculture (USDA - prime farm land)

Patrick R. Netemeyer I.P.L.S. No. 2704
Expiration Date: November 30, 2016

State of Illinois)
)ss
County of St. Clair)

We, the undersigned, professional engineer for this development and managing member of H & L Builders, LLC, owner, do hereby state that to the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of this subdivision if completed in accordance with the plans prepared by Netemeyer Engineering Assoc., Inc., latest revision, as approved by the City or, that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of this subdivision.

Managing Member
H & L Builders, LLC
613 W. Hwy. 50, P.O. Box 1116
O'Fallon, IL 62269-8116

Patrick R. Netemeyer I.R.P.E. No. 37441
Expiration Date: November 30, 2017

NOTE:

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



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: May 2, 2016

Subject: P2016-02: Courage & Grace, Planned Use – 1st Reading

List of committees that have reviewed: The Planning Commission held a public hearing on the above referenced application at their April 12, 2016 meeting. The Commission voted 6-ayes and 0-nays to approve the requested Planned Use application for Courage & Grace, subject to the conditions recommended by staff. The Community Development Committee reviewed this application at its April 25, 2016 meeting and recommended approval with a vote of 5-0.

Background

Lori Lambeth has filed an application requesting a change of zoning from B-2 to B-2(P) for a parcel of land at 300 West State Street. The applicant recently opened an art studio in one of the two commercial tenant spaces and needs planned use approval to allow consumption of alcohol on the site. The applicants will not be selling alcohol, but would like to allow their customers to bring their own alcoholic beverages from home and consume it inside while they are participating in classes.

At this time, Chapter 116 of the O'Fallon Code of Ordinances (Alcoholic Beverages) does not make allowances for BYOB (bring your own bottle) type operations. Staff has prepared code language to accommodate these types of requests with a new liquor license. This code amendment is coming to City Council for a 1st reading tonight.

Please see the attached Plan Commission Project Report for 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. The planned use approval allows for consumption of alcohol inside the building only. Alcohol will not be sold, but customers will be allowed to bring their own beverages from home and consume them on site while they are participating in classes. Should the tenants at any time want to begin to sell alcohol or allow consumption outdoors, a revised planned use will be required.
2. On-site consumption will require issuance of a liquor license, pending creation of a "BYOB" liquor license by City Council.

CITY OF O'FALLON
ORDINANCE NO. _____

**AN ORDINANCE AMENDING
ORDINANCE 623, ZONING
DISTRICTS OF THE CITY OF
O'FALLON, ILLINOIS
(DEVELOPMENT KNOWN AS
"COURAGE & GRACE") LOCATED
AT 300 WEST STATE STREET**

WHEREAS, the applicant, Lori Lambeth of Courage & Grace, has filed an application requesting approval of a planned use rezoning to allow consumption of alcohol at the existing art studio at 330 West State Street in O'Fallon; and

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

WHEREAS, the Planning Commission of the City of O'Fallon, Illinois held a public hearing on April 12, 2016, in accordance with state statute, and recommended to approve the petitioner's request to obtain a B-2(P) Planned General Business District zoning for the property with a vote of 6 ayes to 0 nays as outlined in the adopted Planning Commission Report, attached hereto and declared to be an inseparable part hereof (Exhibit A); and

WHEREAS, on April 26, 2016 the Community Development Committee of the City Council reviewed the rezoning and recommended approval 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. That upon the effective date of this Ordinance, the described property, known as "Courage & Grace", be henceforth classified as zoning district B-2(P) Planned General Business District with the following conditions:

The planned use approval allows for consumption of alcohol inside the building only. Alcohol will not be sold, but customers will be allowed to bring their own beverages from home and consume them on site while they are participating in classes. Should the tenants at any time want to begin to sell alcohol or allow consumption outdoors, a revised planned use will be required.

On-site consumption will require issuance of a liquor license, pending creation of a “BYOB” liquor license by City Council.

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

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

Passed by the City Council this _____ day of _____ 2016.

ATTEST:

(seal)

Approved by the Mayor this _____ day
of _____ 2016.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

ROLL CALL:	McCoskey	Meile	Albrecht	Hagarty	Kueker	Vacant	Smallheer	SUB TOTALS
Aye								
Nay								
Absent								

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



PROJECT REPORT

TO: Planning Commission
FROM: Anne Stevenson, Assistant City Planner
THROUGH: Ted Shekell, Community Development Director
DATE: April 12, 2016
PROJECT: P2016-02: Courage & Grace, Planned Use

Location: 300 West State Street
Ward: 3
Applicant: Lori Lambeth of Courage & Grace
Owner: Cindy Hawkins
Submitted: March 4, 2016

Overview

Lori Lambeth has filed an application requesting a change of zoning from B-2 to B-2(P) for a parcel of land at 300 West State Street. The applicant recently opened an art studio in one of the two commercial tenant spaces and needs planned use approval to allow consumption of alcohol on the site. The applicants will not be selling alcohol, but would like to allow their customers to bring their own alcoholic beverages from home and consume it inside while they are participating in classes.

Zoning & Planned Use

The zoning hearing has been triggered due to §158.116 of the O'Fallon Code of Ordinances which requires planned use approval for "uses offering liquor sales and/or consumption, on- or off-premises." Due to this requirement, the applicant is requesting a change of zoning from B-2, General Business District to B-2(P), Planned General Business District.

The table below summarizes the zoning and land uses of adjacent properties. Please see the attached maps for more detailed information.

Table with 3 columns: Direction, Adjacent Zoning, Adjacent Land Use. Rows include North, East, South, and West directions with corresponding zoning codes and land use descriptions.

Comprehensive Plan - Future Land Use

While working on the Downtown O'Fallon Area Action Plan, staff members noticed that a few locations have been miscategorized on the Future Land Use Map in the Comprehensive Plan. In regards to 300 West State Street, the property has two commercial units on the first floor and four residential units on the second floor. It is zoned B-2, however, the Future Land Use Map shows this property as Multi-Family Residential. This is likely a clerical error made at the time of the planning document since the parcel to the north is multi-family. As a follow up to the downtown

O'Fallon Area Plan, staff plans to amend the Future Land Use Map to more accurately reflect the desired uses downtown.

The mapping error mentioned above does not negatively affect Courage and Grace's application. Although the existing B-2 zoning district is not consistent with the Comprehensive Plan, the property can continue to be used commercially. If however, a request is made to rezone to a different category (such as B-1) in the future, the rezoning would have to comply with the Comprehensive Plan at that time.

Liquor Consumption

At this time, Chapter 116 of the O'Fallon Code of Ordinances (Alcoholic Beverages) does not make allowances for BYOB (bring your own bottle) type operations. Staff is preparing code language to accommodate these types of requests with a new liquor license. These code changes do not require review by the Planning Commission, but will be brought to the Community Development Committee and City Council concurrent with this Planned Use application. Hours of operation will be restricted by this new liquor license.

Parking

As per Section 158.141, existing buildings in the downtown business district are not required to provide parking if their front door is within 500 feet of a municipal parking lot. 300 West State Street meets this requirement and therefore does not need to provide private parking spaces. However, this property does have access to a few private parking spaces to the west of the building.

Signage

The applicants are not asking for special signage as part of this planned use approval. The sign they requested met city code and was installed with a sign permit issued by the city.

Review and Approval Criteria

Chapter 158, Article 6 of the O'Fallon Code of Ordinances 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 reuse of the existing building will not have a significant impact on traffic, nor will it negatively affect open space, light, air, recreation, or visual enjoyment.
3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.
Reuse of the existing building will not negatively affect adjacent properties.
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)
As mentioned above, the proposed use is inconsistent with the Comprehensive Plan due to past clerical errors. Even so, the existing zoning in place allows for the proposed use and it is compatible and consistent with the surrounding area. An existing building is not required to comply with the Commercial Design Handbook.
5. The use(s) are designed, located and proposed to be operated so that the public health, safety and welfare will be protected.

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

6. An identified community need exists for the proposed use.
Yes, a community need exists for the proposed use.
7. The proposed use(s) will not impede the normal and orderly development and improvement of the surrounding property, nor impair the use, enjoyment, or value of neighboring properties.
The development will not impede the normal and orderly development and use of the surrounding property, nor will it impair the use, enjoyment, or value of neighboring properties.
8. The degree of harmony between the architectural quality of the proposed building and the surrounding neighborhood.
The 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 existing building is similar to many in the downtown area in that it precedes the creation of many of today's zoning requirements and as such, is not required to comply with many of them after the fact.

Public Notice

Public Notice of this project has been fulfilled in accordance with §§158.255 - 158.256 of the O'Fallon Code of Ordinances. 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.

Staff Recommendation

Staff recommends approval of the project with the following conditions:

- 1) The planned use approval allows for consumption of alcohol inside the building only. Alcohol will not be sold, but customers will be allowed to bring their own beverages from home and consume them on site while they are participating in classes. Should the tenants at any time want to begin to sell alcohol or allow consumption outdoors, a revised planned use will be required.
- 2) On-site consumption will require issuance of a liquor license, pending creation of a "BYOB" liquor license by City Council.

Attachments

Attachment 1 – Project Application

Attachment 2 – Zoning Map

Attachment 3 – Surrounding Land Use Map



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: April 18, 2016

Subject: Text Amendment – Special Event Permits (1st Reading)

List of committees that have reviewed: At its meeting on April 11, 2016, the Community Development Committee reviewed the proposed changes to Special Events. The committee discussed the changes and recommended them for approve via a vote of 4 ayes and 0 nays.

Project Summary: The proposed changes would allow for administrative approval of events after two years of review and approval by the City Council, so long as the event is substantially similar to the previous approve event, the event is not objected to by a Department Head, City Administrator or Mayor. If any of the conditions are not met, the Special Event Permit will be submitted to the City Council for consideration. Staff will notify the City Administrator when a permit is submitted for inclusion into the FYI sent to Council members.

Legal Considerations, if any: None

Budget Impact: None

Staff Recommendation: Staff recommends approval of the text amendment as proposed.

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 118.03 OF CHAPTER 118:
SPECIAL EVENTS OF THE
CITY CODE OF ORDINANCES**

WHEREAS, Section 118.03 of Chapter 118 of the City Code of Ordinances currently provides for the approval process of special events held throughout the City; and

WHEREAS, streamlining the approval process for events that occur annually for multiple years will make it less burdensome for applicants and reduce staff time preparing memos and presentations for events that have been vetted by the City Council for two years and are never problematic or controversial; and

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

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

Section 2. Section 118.03 of Chapter 118 of the O’Fallon Code of Ordinances is amended by way of addition of the following:

(C) ***Approval by Director of Community Development for reoccurring Special Events.*** In addition to the requirements of Section 118.03 (A), the Director of Community Development shall review and may approve certain special events provided they meet the following requirements:

- 1) The event has been requested and approved by the City Council for at least the two years immediately preceding the request;
- 2) The request is substantially similar to the previously approved event;

- 3) The event has not been objected to by any of the following: a Department Head, the City Administrator, the Mayor, or a positive vote of any committee; and
- 4) If all of these conditions are not met, the Special Event Permit request shall be submitted to the City Council for consideration.

The current sub paragraph B of Section 118.03 is re-lettered as sub paragraph C accordingly.

This Ordinance shall be in full force affect, from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

APPROVED by me this ____ day of _____ 2016.

Gary L. Graham, Mayor

ATTESTED

Philip A. Goodwin, City Clerk

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

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


O'Fallon
ILLINOIS
DRAFT MINUTES
COMMUNITY DEVELOPMENT COMMITTEE
6:00 PM Monday, April 25, 2016

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

CALL TO ORDER: 6:00 PM

- I) Roll Call** – *Committee members:* Jerry Albrecht, Gene McCoskey, David Cozad, Harlan Gerrish and Ray Holden. *Other Elected Officials Present:* Mike Bennett, Kevin Hagerty, Herb Roach, Robert Kueker and Ned Drolet. *Staff:* Walter Denton, Pam Funk, James Cavins, Grant Litteken, Anne Stevenson and Justin Randall. *Visitors:* Vern Malare, Jennifer Adank, Lori Lambeth, Brian O'Connor, Ron Zelms and Charlie Pitts.
- II) Approval of Minutes from Previous Meeting** – All ayes. Motion carried.
- III) Items Requiring Council Action**
- A. Courage and Grace – Planned Use (1st Reading) – Anne Stevenson provided a brief overview of the proposed business and the need for a planned use to allow the students to bring their own alcohol to consume while they complete their décor project. Jennifer Adank of Courage and Grace explained they are going to have all their instructors receive a servers permit from the state to ensure they know the signs of someone drinking too much. The committee discussed the planned use and recommended approval via a vote of 5 ayes – 0 nays.
 - B. Chapter 116 – Alcoholic Beverage Text Amendments (1st Reading) – Justin Randall and Anne Stevenson provided an overview of the BYOB License for businesses like Courage and Grace and restaurants that would like to allow patrons to bring a their own alcohol to consume. Additionally, staff discussed the Tasting Event License for package liquor stores that would like to provide samples for customers. The committee discussed the two new liquor licenses and recommended approval via a vote of 5 ayes – 0 nays.
 - C. Savannah Hills – 3rd Addition – Final Plat (1st Reading) – Justin Randall provided an overview of the 26 lot final plat for Savannah Hills. The committee discussed the final plat and recommended approval via a vote of 5 ayes – 0 nays.
 - D. Special Event Permit – Text Amendment (2nd Reading) – Justin Randall provided the committee with the updated text amendment based on the amendment made during the 1st Reading at City Council.
- IV) Other Business**
- A. Right-of-Way adjacent to 1309 West Highway 50 – Justin Randall provided an overview of a request to use city right-of-way at the corner of Highway 50 and Hartman Lane. Brian O'Connor discussed his plans with the committee. Staff asked for some direction prior to working throw how to approve a potential project of this nature. The committee indicated a lack of interest in allowing the business to use the right-of-way.

MEETING ADJOURNED: 6:40 PM

NEXT MEETING: May 9 2016 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner

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

**FINANCE AND ADMINISTRATION
MEETING MINUTES
5:30 P.M. Monday, April 25, 2016**

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 April 25, 2016.

CALL TO ORDER: 5:30 p.m.

ROLL CALL: COMMITTEE MEMBERS: Bennett, Chairman, Albrecht, Drolet
McCoskey, Smallheer-Absent, Roach, Kueker
NON-COMMITTEE ALDERMEN: Holden, Cozad, Hagarty, Gerrish
STAFF: Evans, Funk, Denton, Randall, Litteken, Cavins, Stevenson
GUESTS/RESIDENTS: Malare, Zelms, Pitts

Approval Minutes: March 28, 2016 Motion Albrecht, Second McCoskey
All Ayes. Motion carried.

Items Requiring Council Action:

Item A: Motion to approve Resolution Authorizing the Director of Finance to Secure a Lease/Purchase agreement for Equipment/Vehicles for FY 2016-2017:
Director of Finance explained that this is the annual resolution authorizing the Director of Finance to secure/continue lease purchase agreements for vehicles and equipment approved in the budget. This action allows the Director of Finance to enter into agreements with local banks that spread the cost of vehicles/equipment over a specific period of time, not to exceed 5 years. Police vehicles are usually 3 years and some special use vehicles/equipment are for longer periods depending on the projected useful life. **Motion to approve by Albrecht, Second by Drolet All Ayes. Motion carried.**

Item B: Motion to approve Resolution Authorizing the Mayor to Enter into an Agreement with Stopp and Van Hoy for Auditing Services for the FY 2016 year.
Director of Finance reported that Request for Proposals were issued for auditing services for the years ended April 30, 2016, 2017 and 2018. The City received four proposals. Stopp and Van Hoy submitted the low bid of \$ 32,000 for 2016, \$33,000 for 2017 and \$34,000 for 2018. Stopp and Van Hoy are located in Creve Coeur, MO. Staff contacted the references provided and all were pleased with their services. The audit will begin late June with completion by late September. Their staff will be on site for 1-2 weeks. Staff explained that the current auditors, Scheffel Boyle proposal came in at \$49,950. **Motion to approve by McCoskey, Second by Albrecht All Ayes. Motion carried.**

Item C: Motion to approve Resolution Authorizing the Mayor to Enter into an Agreement with U.S. Department of Commerce, U.S. Census Bureau to conduct a Special Census

Director of Finance said that the City has grown substantially since the 2010 Census due to annexations and the completion of new subdivisions. Staff is estimating an additional 2,400 residents which equates to approximately \$350,000 of additional revenue per year. Although the cost of doing this special census will cost approximately \$150,500, it will more than pay for itself. Staff hopes to start the special census over the summer months and have the final census report by the Fall. **Motion to approve by Albrecht, Second by Roach**
All Ayes. Motion carried.

Other Business:

Item A: Fee in Lieu of Taxes calculation: Director of Finance explained how the fee in lieu of taxes was originally calculated. The amount was based on an original list of administrative employees' salaries that were being paid out of the enterprise fund in FY 13. It was suggested by the Aldermen that all administrative salaries should be reflected in the General Fund. Therefore, a fee in lieu of taxes was calculated based on these original salaries and any benefits also being charged to the Enterprise Funds. Each year that original amount is increased based on the budgeted increase. For example, if salaries increased by 3%, that amount was increased by 3%. Staff explained that there is no scientific method for this calculation, it is just based on that original point in time. Alderman Roach wanted to know what percentages these salaries were based upon. Staff explained that there really was no basis for the percentages, that this amount was based on what was being allocated at that specific time.

Motion to Adjourn: Albrecht, Second Roach All Ayes. Motion carried.

Next Meeting: TBD

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

MEMO

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

From: Patricia Diess
Date: April 29, 2016
Subject: Invoices for May 2, 2016
Amount: \$1,459,473.70
Warrant: #349

Attached, for the Finance Committee's and the City Council's approval, is the bills list for May 2, 2016 in the amount of \$1,458,143.70 as well as \$1,330.00 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 May 2, 2016
Warrant #349

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 3rd of May, 2016. The Office of Finance is hereby authorized to borrow from any fund having an excess cash balance to pay the bills for any fund having a cash deficit.

Gary Graham, Mayor

ATTEST:

Philip Goodwin, City Clerk

	A	B	C	D	E
1	AP Warrant FY 2016				
2	Invoice Due Date.Date mm-dd-yyyy	05/03/2016			
3					
4	Invoice Amount				
5	Vendor Name	Invoice Number	Invoice Description	Date mm-dd-yyyy	Total
6	Advertiser Press Co	11439-11495	CDD-Business Cards	04/05/2016	\$256.50
7	Advertiser Press Co Total				\$256.50
8	After Prom Committee	042616	Donation	04/26/2016	\$1,000.00
9	After Prom Committee Total				\$1,000.00
10	AIS Specialty Products Inc	20567.1	Strts-GA Power Foam	04/06/2016	\$458.70
11	AIS Specialty Products Inc Total				\$458.70
12	Allegra Print & Imaging	4646	PD-NCR Forms	04/08/2016	\$268.82
13	Allegra Print & Imaging Total				\$268.82
14	Alsup Traditional Yang Style Tai Chi	6021	Pks/Rec-Tai Chi	04/21/2016	\$84.00
15	Alsup Traditional Yang Style Tai Chi Total				\$84.00
16	Amazon	205040135783	Admin-DHMI Computer Stick for TV	03/18/2016	\$128.60
17		254481927103	CDD-2012 International Bldg Code Study Companion	03/16/2016	\$125.98
18		269202349995	IT-Return Credit	04/19/2016	-\$129.01
19		269208105346	IT-Office Supplies and PC HDMI Stick	03/11/2016	\$208.99
20		58459073652	CDD-2012 International Residential Code Turbo Tabs,	03/18/2016	\$65.00
21		65851650686	CDD-Replacement Stamp Pad	03/09/2016	\$5.98
22	Amazon Total				\$405.54
23	Aramark Uniform Services	310987089	PD/EMS-Mat Service	04/14/2016	\$37.20
24		311012145	PD/EMS-Mat Service	04/21/2016	\$37.20
25	Aramark Uniform Services Total				\$74.40
26	AT&T Long Distance	Mar 2016	Long Distance Phone Charges	04/06/2016	\$669.17
27	AT&T Long Distance Total				\$669.17
28	B C Signs	24251	Strts-Roundabout Sign	04/18/2016	\$130.00
29		24291	Sportspark-Banners, Decals, Signs	04/21/2016	\$854.00
30	B C Signs Total				\$984.00
31	Ballard*King & Associates Ltd	4814	Pks/Rec-Operations Analysis	04/26/2016	\$4,786.79
32	Ballard*King & Associates Ltd Total				\$4,786.79
33	Bank of Edwardsville, The	042116	PD-Loan 1052918849 Pmt	04/21/2016	\$2,691.43
34	Bank of Edwardsville, The Total				\$2,691.43
35	Batteries Plus Bulbs	378-309190	PD-Batteries	04/05/2016	\$28.08
36		378-309965	Swr-Batteries	04/19/2016	\$103.98
37	Batteries Plus Bulbs Total				\$132.06
38	Bel-O Cooling & Heating Inc	87322	Pks/Rec-A/C Service Labor	04/13/2016	\$135.00
39	Bel-O Cooling & Heating Inc Total				\$135.00
40	Bentley Systems Inc	47744983	Strts-Stormwater AutoCAD	04/09/2016	\$515.00
41	Bentley Systems Inc Total				\$515.00
42	Bertelsman, Paul	082715	EMS-Ambulance Run Refund	04/14/2016	\$872.00
43	Bertelsman, Paul Total				\$872.00

	A	B	C	D	E
44	Bickerstaff, Donna	032515	EMS-Ambulance Run Refund	04/14/2016	\$1,025.00
45	Bickerstaff, Donna Total				\$1,025.00
46	Bird, Bobbie	041812	EMS-Ambulance Run Refund	04/14/2016	\$20.00
47	Bird, Bobbie Total				\$20.00
48	Bobcat of St Louis	E02446	Pks/Rec-Brush Maintenance & Removal	04/12/2016	\$3,550.24
49	Bobcat of St Louis Total				\$3,550.24
50	Boeser, Ronald	081715	EMS-Ambulance Run Refund	04/14/2016	\$20.00
51	Boeser, Ronald Total				\$20.00
52	Bound Tree Medical LLC	82118004	EMS-Multi Symptom Cold Tablet	04/13/2016	\$11.19
53		82118005	EMS-Medical Supplies	04/13/2016	\$514.63
54	Bound Tree Medical LLC Total				\$525.82
55	Bowman, Daniel	041316	Reimb/Conference Lodging	04/13/2016	\$297.00
56	Bowman, Daniel Total				\$297.00
57	Brewster Alexander LLC	IP01552	City Hall Parking Lot Cameras	04/11/2016	\$1,814.00
58	Brewster Alexander LLC Total				\$1,814.00
59	Broadway, Mary	102915	EMS-Ambulance Run Refund	04/14/2016	\$400.00
60	Broadway, Mary Total				\$400.00
61	Bruckert, Gruenke & Long PC	5480	PD-Conduct Tow Hearings	04/05/2016	\$390.00
62	Bruckert, Gruenke & Long PC Total				\$390.00
63	Buckeye Cleaning Center	956431	Sportspark,Pks/Rec-Custodial Supplies, Cleaning Chemicals	04/12/2016	\$1,783.03
64		957814	Pks/Rec-Trash Bags	04/19/2016	\$46.24
65		958112	Sportspark-Cleaning Supplies, Custodial Equip	04/20/2016	\$1,852.47
66	Buckeye Cleaning Center Total				\$3,681.74
67	Butler Supply Co	12333066	CityHall-Lights	04/05/2016	\$91.50
68		12337036	FD-Battery Only Smoke Detector	04/08/2016	\$118.20
69		12338308	WWTP-Misc Freight	04/11/2016	\$13.25
70		12343579	Swr-Lock Channel, PVC Plier	04/15/2016	\$78.34
71	Butler Supply Co Total				\$301.29
72	Cabinet Gallery LLC	1009	Lib-Doors, Wood w/Laminate for Bubble Wall, Handles, Labor	04/26/2016	\$384.94
73	Cabinet Gallery LLC Total				\$384.94
74	CDW Government Inc	CNF2929	PD-Partial Year Visio O365 Licensing	03/28/2016	\$18.96
75		CPG6230	IT-Replacement Printer	03/31/2016	\$140.00
76	CDW Government Inc Total				\$158.96
77	Cee Kay Supply Inc	1408932	Strts-Oxygen	03/31/2016	\$14.82
78		3753659	Strts-Rod Gas	04/04/2016	\$11.86
79		3754221	Strts-White/Yellow Markers	04/04/2016	\$19.44
80		3755041	Strts-Tip, Electrode, Shield Drag	04/07/2016	\$269.40
81		3755136	Strts-Tip XT60	04/08/2016	\$53.16
82	Cee Kay Supply Inc Total				\$368.68
83	Challenger Sports Teamwear LLC	621999	Pks/Rec-O/S Soccer Uniforms	04/08/2016	\$420.25
84		622356	Pks/Rec-O/S Soccer Uniforms	04/12/2016	\$1,322.29
85	Challenger Sports Teamwear LLC Total				\$1,742.54
86	Charter Communications	108719-041416	EconDev-TB Service	04/14/2016	\$14.76

	A	B	C	D	E
87	Charter Communications	322138-040816	IT-Analog Phone Line	04/08/2016	\$59.98
88	Charter Communications Total				\$74.74
89	Cintas Corporation	731456386	Fire Station #4-Mat Service	04/06/2016	\$59.17
90		731459484	Fire Station #4-Mat Service	04/13/2016	\$59.17
91	Cintas Corporation Total				\$118.34
92	Cletes Auto Repair	85924	PD-Check Out Air Bag Light, Unit 23	04/12/2016	\$52.28
93		85951	PD-Svc on 2013 Dodge Charger, Unit 29	04/14/2016	\$1,066.91
94		86031	PD-Tire Repair, Unit 66	04/20/2016	\$15.00
95	Cletes Auto Repair Total				\$1,134.19
96	CMS Communications Inc	1606082-IN	IT-Phone System Network Troubleshooting	03/31/2016	\$525.00
97	CMS Communications Inc Total				\$525.00
98	Code Enf Officials of So IL	042716	CDD-May 12th DEO Meeting	04/27/2016	\$60.00
99	Code Enf Officials of So IL Total				\$60.00
100	Commerce Census	033116	Specialty Census	03/31/2016	\$99,579.00
101	Commerce Census Total				\$99,579.00
102	Community Wholesale Tire Inc	8838991	Strts-Tires	04/10/2016	\$493.60
103		8849430	Strts-Tires	04/18/2016	\$1,360.00
104		8849948	Strts-Tires	04/18/2016	\$865.28
105	Community Wholesale Tire Inc Total				\$2,718.88
106	Cope, Ken	81	Reimb/Damage Done by City	03/15/2016	\$465.22
107	Cope, Ken Total				\$465.22
108	Custom Car & Truck	97914	FD-Bed Webb	04/21/2016	\$55.00
109	Custom Car & Truck Total				\$55.00
110	Custom Screen Printing Inc	30471	Pks/Rec-Camp T Shirts	04/15/2016	\$5,297.00
111		30472	Sportspark-Staff Shirts, Concessions	03/29/2016	\$675.00
112		30473	Sportspark-Manager Shirts	03/29/2016	\$448.00
113		30593	Sportspark-Manager Shirts	04/21/2016	\$70.00
114		30647	Pks/Rec-O&S Baseball Uniforms	04/21/2016	\$8,810.50
115	Custom Screen Printing Inc Total				\$15,300.50
116	Datamax Office Systems	1154474	Contract GNG13145-01	04/26/2016	\$12.43
117	Datamax Office Systems Total				\$12.43
118	Datamax STL Leasing	L305803071	Lease 3-05803	04/25/2016	\$343.78
119		L305821070	Lease 3-05821	04/25/2016	\$315.62
120		L306061050	Lease 3-06061	04/25/2016	\$109.40
121		L306136045	Lease 3-06136	04/25/2016	\$387.99
122		L306185041	Lease 3-06185	04/25/2016	\$3,112.53
123		L306498016	Lease 3-06498	04/25/2016	\$181.65
124		L403083017	Lease 4-03083	04/15/2016	\$169.35
125	Datamax STL Leasing Total				\$4,620.32
126	Dave Schmidt Truck Svc	T81099	EMS-Svc on 2013 International, Unit 4300	04/11/2016	\$261.22
127	Dave Schmidt Truck Svc Total				\$261.22
128	DELL	XJX318P18	Computer & mounting hardware	04/04/2016	\$108.33
129		XJX343X81	Computer & mounting hardware	04/04/2016	\$462.65

	A	B	C	D	E
130	DELL Total				\$570.98
131	Dibadj, Shannon	030915	EMS-Ambulance Run Refund	04/14/2016	\$55.00
132	Dibadj, Shannon Total				\$55.00
133	Drury Development Corporation	Mar 2016	March 2016 Rebate Agreement	04/28/2016	\$4,660.50
134	Drury Development Corporation Total				\$4,660.50
135	Dutch Hollow Janitor	198495	Swr-Janitorial Supplies	04/13/2016	\$197.51
136		198499	PD/EMS-Janitorial Supplies	04/13/2016	\$378.96
137		198501	Wtr,Strts-Janitorial Supplies	04/13/2016	\$532.96
138		198502	CityHall-Janitorial Supplies	04/13/2016	\$647.37
139		198683	CityHall-Paper Towels	04/18/2016	\$43.39
140	Dutch Hollow Janitor Total				\$1,800.19
141	Eagle Fencing Academy	28	Pks/Rec-Competitive/Essential Fencing	04/12/2016	\$498.00
142	Eagle Fencing Academy Total				\$498.00
143	Effan, Kathleen	042516	Travel Reimb Request/Medicolegal Death Investigator Tng Class	04/25/2016	\$93.18
144	Effan, Kathleen Total				\$93.18
145	EJ Metals Inc	1-8080	FD-Fuel Talk, Quick Disconnect Assembly, Freight	04/13/2016	\$148.43
146	EJ Metals Inc Total				\$148.43
147	Emergency Services Supply	ESS6076	EMS-New Ford F-450 Chassis w/Custom Ambulance Conversion	04/07/2016	\$225,000.00
148	Emergency Services Supply Total				\$225,000.00
149	Environmental Resource Assoc	790316	WWTP-Trace Metals	04/13/2016	\$264.96
150	Environmental Resource Assoc Total				\$264.96
151	ERB Equipment/Mitchell	159543	Strts-Cutting Edge, Plow Bolt	04/21/2016	\$657.88
152		159544	Swr-Tempered Mirror	04/21/2016	\$78.00
153	ERB Equipment/Mitchell Total				\$735.88
154	Excel Fire Protection Sys Inc	3207	CityHall-Fire Sprinkler Inspections	04/11/2016	\$750.00
155	Excel Fire Protection Sys Inc Total				\$750.00
156	Express Medical Care LLC	4165	PD-Physical/Krack, Adam	04/04/2016	\$226.00
157	Express Medical Care LLC Total				\$226.00
158	Factory Motor Parts	57-862489	Strts-Full Synthetic Oil	03/31/2016	\$535.00
159		60-221760	Strts-Full Synthetic Oil	03/31/2016	\$74.70
160	Factory Motor Parts Total				\$609.70
161	Fastenal Company	ILBEL72203	PW-Safety Supplies	04/18/2016	\$251.95
162	Fastenal Company Total				\$251.95
163	Feldhake, Patrick Charles	042516	Travel Reimb Request/Effective Police Spervision Tng	04/25/2016	\$91.75
164	Feldhake, Patrick Charles Total				\$91.75
165	Fire Appliance	59377	Wtr,Swr-Fire Extinguisher Svcs	04/06/2016	\$1,165.00
166		59378	WWTP/Swr-Fire Extinguisher Svcs	04/06/2016	\$148.00
167	Fire Appliance Total				\$1,313.00
168	Foster, Michelle	042516	Travel Reimb Request/Training ETSB	04/25/2016	\$23.77
169	Foster, Michelle Total				\$23.77
170	Four Seasons Dist	49388	Sportspark-Concession Foods	04/18/2016	\$3,109.60
171		49423	Sportspark-Concession Foods	04/22/2016	\$770.00
172	Four Seasons Dist Total				\$3,879.60

	A	B	C	D	E
173	Fource Group, The	15	Pks/Rec-Five Hundred Flyers	04/05/2016	\$200.00
174		1606082-IN	Pks/Rec-Double Sided Corrugated Signs	04/13/2016	\$1,200.00
175		17	Pks/Rec-Summer Camps Custom Water Bottles	04/13/2016	\$510.00
176	Fource Group, The Total				\$1,910.00
177	Frank, Jamie	0124-022316	Reimb/Cell Phone Charges	02/23/2016	\$45.00
178		0224-032316	Reimb/Cell Phone Charges	03/23/2016	\$45.00
179		0324-042316	Reimb/Cell Phone Charges	04/23/2016	\$45.00
180	Frank, Jamie Total				\$135.00
181	FS Turf Solutions	21110	Pks/Rec-Weed Control	04/15/2016	\$577.50
182		21151	Pks/Rec-Restroom Seed Mix	04/19/2016	\$286.00
183	FS Turf Solutions Total				\$863.50
184	Funk, Dale M	16-204 Bal	Admin-Foreclosure, Dieterich Bank vs Ron Schantz	04/20/2016	\$180.00
185	Funk, Dale M Total				\$180.00
186	Gempler's	SI02437085	Sportspark-Tool Rack, Key Tags	04/19/2016	\$42.95
187	Gempler's Total				\$42.95
188	Golden Rule	111315/Page	EMS-Ambulance Run Refund/Page, Emma	04/15/2016	\$647.26
189	Golden Rule Total				\$647.26
190	Gonzalez Companies LLC	200349032-1	PD/EMS-Office Supplies	04/20/2016	\$148.45
191		4678	Strts-PSB Detention Pond, Howard Pl, Smiley Drainage	04/15/2016	\$512.00
192	Gonzalez Companies LLC Total				\$660.45
193	Gonzalez Office Products	200345246-1	PD/EMS-Office Supplies	04/12/2016	\$83.59
194		200347803-1	ADMIN-OFFICE SUPPLIES	04/18/2016	\$224.72
195		200349038-1	Admin-Stapler, Toner Cartridge	04/20/2016	\$113.10
196		200349053-1	PW-Office Supplies	04/20/2016	\$61.32
197		200349863-1	Strts,Wtr-Office Supplies	04/21/2016	\$65.93
198		200353134-1	Admin-USB Drive	04/27/2016	\$27.00
199	Gonzalez Office Products Total				\$575.66
200	Grainger	9079381647	Wtr-Hose for Valve Exerciser	04/12/2016	\$293.00
201		9082586679	Wtr-Coliform Bottle	04/11/2016	\$253.30
202	Grainger Total				\$546.30
203	Green Guard	5064111	Pks/Rec-Medical Supplies	04/26/2016	\$45.17
204	Green Guard Total				\$45.17
205	Green Machine Lawn & Landscaping, The	042516-#5A	Municipal Mowing	04/25/2016	\$982.00
206		042516-#5B	Municipal Mowing	04/25/2016	\$2,413.00
207	Green Machine Lawn & Landscaping, The Total				\$3,395.00
208	Green, Rockie	0308-040716	Reimb/Cell Phone Charges	04/07/2016	\$30.00
209	Green, Rockie Total				\$30.00
210	H & G/Schultz Door	248105	Sportspark-Soccer Concession Door Repair	03/25/2016	\$683.75
211	H & G/Schultz Door Total				\$683.75
212	H & M Backhoe Services Inc	042516-#1	Strts-Southview Subdivision Drainage Rehab	04/25/2016	\$162,801.15
213	H & M Backhoe Services Inc Total				\$162,801.15
214	Hawkins Inc	3865861 RI	Wtr-Azone 15 - EPA Reg No 7870-5	04/11/2016	\$2,221.98
215	Hawkins Inc Total				\$2,221.98

	A	B	C	D	E
216	HD Supply Waterworks Ltd	F205089	Wtr-Supplies for Tapping Machine	04/04/2016	\$1,124.70
217		F341666	Wtr-Hancor Meter Tiles	04/12/2016	\$1,620.00
218		F387428	Wtr-Ultra Flex Coupling, Multiple Wrench	04/18/2016	\$340.50
219		F403442	Wtr-Sleeve, Flex Coupling, Clamps	04/20/2016	\$995.47
220	HD Supply Waterworks Ltd Total				\$4,080.67
221	Heros in Style	146389	EMS-Uniforms/Underwood, S	02/03/2016	\$96.59
222		148345	PD-Uniform Accessory/Berry, Mark	04/07/2016	\$139.00
223		148403	FD-Uniforms/Brantley, N	04/06/2016	\$384.26
224		148488	EMS-Uniforms/Verner, J	04/13/2016	\$394.39
225		148537	PD-Uniform Accessories/Wagner, J	04/14/2016	\$62.49
226	Heros in Style Total				\$1,076.73
227	Hilton Garden Inn	Mar 2016, F&B	March 2016 Rebate Agreement	04/28/2016	\$630.93
228		Mar 2016, H/M	March 2016 Rebate Agreement	04/28/2016	\$3,674.12
229	Hilton Garden Inn Total				\$4,305.05
230	Holmes, Betty	060815	EMS-Ambulance Run Refund	04/15/2016	\$1,912.00
231	Holmes, Betty Total				\$1,912.00
232	Homefield Energy	96449416041	Monthly Utilities	04/25/2016	\$30,525.09
233	Homefield Energy Total				\$30,525.09
234	Horner & Shifrin Inc	041116-#9	St E's-Engineering Progress Report	04/11/2016	\$36,695.06
235		50710	St E's-Water Main Relocation	04/12/2016	\$8,167.80
236		50725	St E's-N Green Mount Rd PS&E	04/12/2016	\$21,444.27
237	Horner & Shifrin Inc Total				\$66,307.13
238	HSHS St Elizabeth's Hospital	021016-#4	TIF Reimbursement	02/10/2016	\$620,974.94
239	HSHS St Elizabeth's Hospital Total				\$620,974.94
240	Hughes Customat Inc	032216-62701	Swr-Mat Service	03/22/2016	\$36.81
241		64385	IT-Mat Service	04/03/2016	\$16.16
242		66093	Strts,Wtr-Mat Service	04/19/2016	\$44.61
243	Hughes Customat Inc Total				\$97.58
244	Hynes, Paricia	101015	EMS-Ambulance Run Refund	04/15/2016	\$806.14
245	Hynes, Paricia Total				\$806.14
246	ICMA	042616-728721	Dues/Litteken, Grant	04/26/2016	\$200.00
247	ICMA Total				\$200.00
248	IL American Water Co	0312-041316	FD/EMS-Utilities	04/14/2016	\$326.61
249		0402-050216	FD/EMS-Utilities	04/08/2016	\$25.30
250	IL American Water Co Total				\$351.91
251	Int'l Inst of Municipal Clerks	042516	Admin-Membership Renewal	04/25/2016	\$290.00
252	Int'l Inst of Municipal Clerks Total				\$290.00
253	Isum, Brandon	0112-021116	Reimb/Cell Phone Charges	02/11/2016	\$30.00
254		0212-031116	Reimb/Cell Phone Charges	03/11/2016	\$30.00
255		1012-111115	Reimb/Cell Phone Charges	11/11/2015	\$30.00
256		1112-121115	Reimb/Cell Phone Charges	12/11/2015	\$30.00
257		1212-011116	Reimb/Cell Phone Charges	01/11/2016	\$30.00
258	Isum, Brandon Total				\$150.00

	A	B	C	D	E
259	Johnson, Heather	6014	Pks/Rec-Jump Fit	04/26/2016	\$134.40
260	Johnson, Heather Total				\$134.40
261	Jung, Randy	080415	EMS-Ambulance Run Refund	04/15/2016	\$271.00
262	Jung, Randy Total				\$271.00
263	JW Hubbard Properties	042116	Crime Free Rental Housing Overpayment	04/21/2016	\$5.00
264	JW Hubbard Properties Total				\$5.00
265	Keck, Dixie	102415	EMS-Ambulance Run Refund	04/15/2016	\$23.38
266	Keck, Dixie Total				\$23.38
267	Lewis & Clark Council	041916	EMS-New Unit App Fee, Adult Apps, Youth Apps	04/19/2016	\$202.00
268	Lewis & Clark Council Total				\$202.00
269	Lickenbrock & Sons Inc	43588	Sportspark-Welding Supplies	04/12/2016	\$21.77
270	Lickenbrock & Sons Inc Total				\$21.77
271	Lindgren, Anastasia	062914	EMS-Ambulance Run Refund	04/15/2016	\$140.00
272	Lindgren, Anastasia Total				\$140.00
273	Luby Equipment Services	P09077	Strts-Hose	04/12/2016	\$53.23
274	Luby Equipment Services Total				\$53.23
275	MAC Electric Inc	3817	PD/EMS-LED Repl Fixtures for Sally Port, EMS, Support Garage	04/04/2016	\$4,607.00
276	MAC Electric Inc Total				\$4,607.00
277	Major Case Squad	042716	Hose Sponsorship/15th Annual Golf Tournament	04/27/2016	\$100.00
278	Major Case Squad Total				\$100.00
279	Marie Schaefer PTO	030116	Pks/Rec-Deposit Refund	03/01/2016	\$250.00
280	Marie Schaefer PTO Total				\$250.00
281	Market Basket of O'Fallon LLC	134656	Pks/Rec-Perennials	04/26/2016	\$284.79
282	Market Basket of O'Fallon LLC Total				\$284.79
283	Mason, Euline	092815	EMS-Ambulance Run Refund	04/15/2016	\$31.68
284	Mason, Euline Total				\$31.68
285	Maxson Services	7837	Pks/Rec-Replace Ball Valve and Repair Leak in Thoman Restroom	03/25/2016	\$555.15
286		7851	Pks/Rec-Reset Toilet in KCCC Men's Restroom	04/26/2016	\$135.50
287	Maxson Services Total				\$690.65
288	McComb, Dewonda	081715	EMS-Ambulance Run Refund	04/15/2016	\$250.00
289	McComb, Dewonda Total				\$250.00
290	McCormick, Kenzie	102315	EMS-Ambulance Run Refund	04/15/2016	\$20.00
291	McCormick, Kenzie Total				\$20.00
292	Memorial Hospital	EMS-336	EMS-Medical Supplies (March)	04/04/2016	\$121.48
293	Memorial Hospital Total				\$121.48
294	Midwest Municipal Supply	151579	Wtr-TappingSleeve,GateVlv,Gasket,Tubing,Bolt/Nut,RoadwayBox	04/20/2016	\$1,681.49
295	Midwest Municipal Supply Total				\$1,681.49
296	Midwestern Propane Gas	51506	Wtr-Fuel	04/07/2016	\$120.22
297	Midwestern Propane Gas Total				\$120.22
298	Missouri Petroleum Products Co LLC	36818	Strts-Fuel	04/14/2016	\$1,165.18
299		36811	Strts-Fuel	04/13/2016	\$718.18
300		36877	Strts-Fuel	04/20/2016	\$667.52
301		36899	Strts-Fuel	04/22/2016	\$631.76

	A	B	C	D	E
302	Missouri Petroleum Products Co LLC Total				\$3,182.64
303	Mitchell, April	032916	Reimb/United Way Supplies for Ice Cream Party WInners	03/29/2016	\$49.45
304		2263115	Reimb/United Way Supplies for Lunch WInners	04/19/2016	\$151.57
305	Mitchell, April Total				\$201.02
306	Moore, April	042716	Ambulance Run Refund	04/26/2016	\$20.00
307	Moore, April Total				\$20.00
308	Motor, Pump & Services	2034	WWTP-SO2 Building Flooding	03/31/2016	\$9,115.94
309		2054	WWTP-Water Plant Pump Couplings, Gridflex Grid, Hubs	04/14/2016	\$1,371.85
310		2055	Swr-Lift Station Floats	04/14/2016	\$712.31
311	Motor, Pump & Services Total				\$11,200.10
312	Motorola Solutions Inc	92086950	FD-Impres Suc Adapter	04/13/2016	\$100.05
313	Motorola Solutions Inc Total				\$100.05
314	MSGovern	MN00001163	CDD,PD,CC-FY2017 Coverage Period	03/16/2016	\$15,613.59
315	MSGovern Total				\$15,613.59
316	Munie Outdoor Services Inc	98059	Sports Park Irrigation	04/12/2016	\$9,675.00
317	Munie Outdoor Services Inc Total				\$9,675.00
318	MVI Inc	6000688	Wtr/Swr-SCADA Services	04/12/2016	\$2,080.00
319		6000860	Wtr/Swr-SCADA Services	04/18/2016	\$2,600.00
320		6000987	Wtr/Swr-SCADA Services	04/25/2016	\$2,600.00
321	MVI Inc Total				\$7,280.00
322	O'Dell, Elizabeth R	6048-6049	Pks/Rec-Spring/Winter 2016 Music Together	04/25/2016	\$1,762.70
323	O'Dell, Elizabeth R Total				\$1,762.70
324	O'Fallon Chamber of Commerce	041416-#325	EconDev-Salute to Business Awards Luncheon X 19	04/14/2016	\$570.00
325		041816	Salute to Scott Donation	04/18/2016	\$3,000.00
326	O'Fallon Chamber of Commerce Total				\$3,570.00
327	O'Fallon Community Food Pantry	042616	Admin-20th Annual Memorial Golf Tournament	04/26/2016	\$100.00
328	O'Fallon Community Food Pantry Total				\$100.00
329	O'Fallon Fire Dept	022216	Chief Sponsor for 17th Annual Spring Golf Classic	02/22/2016	\$500.00
330		3629	Reimb/Supplies	04/12/2016	\$314.92
331	O'Fallon Fire Dept Total				\$814.92
332	O'Fallon Township	Sep-Apr 2016	Afternoon Rotary Van Driver	04/26/2016	\$6,357.00
333	O'Fallon Township Total				\$6,357.00
334	O'Reilly Auto Parts	1151-160396	Strts-Oil Filters, Air Filters, Wiper Blades	04/06/2016	\$62.33
335		1151-160397	Strts-Cabin Filter, Air Filter	04/06/2016	\$32.23
336		1151-160921	EMS-Carwash, Protectant	04/09/2016	\$17.98
337		1151-161421	Strts-Air Filter, Oil Filter, Wiper Blade	04/12/2016	\$59.33
338		1151-161593	Sportspark-Sealing Tape	04/13/2016	\$3.59
339		1151-161655	PD-Spot Mirror	04/13/2016	\$5.98
340		1151-161970	Pks/Rec-Air Filters	04/15/2016	\$38.33
341		1151-161997	Sportspark-Adapter	04/15/2016	\$11.99
342		1151-162569	Strts-Pro Size JB, JB Stik	04/18/2016	\$26.98
343		1151-162613	Strts-Brake Rotor, Disc Pad Set, Brake Caliper	04/18/2016	\$391.65
344		1151-162622	Strts-Brake Rotor Credit	04/18/2016	-\$66.39

	A	B	C	D	E
345		1151-162693	Strts-Truck Turned Rotor	04/19/2016	\$10.00
346		1151-162742	Pks/Rec-Progressive Mower Pwr Rtd Belts	04/19/2016	\$18.38
347		1151-162926	Pks/Rec-Pwr Rtd Belt	04/20/2016	\$21.19
348		1151-163001	Strts-Air Filters, Oil Filter	04/21/2016	\$41.38
349		1151-163168	Pks/Rec-Mower Belts	04/22/2016	\$43.46
350		1151-163233	Strts-Hydraulic Oil	04/22/2016	\$91.98
351		1151-163353	Pks/Rec-Tire Repair Supplies	04/23/2016	\$39.61
352		1151-163579	Pks/Rec-Tire Repapir Supplies	04/24/2016	\$5.58
353		1151-163908	Strts-Copper Plug, Tire Gauges	04/26/2016	\$26.74
354	O'Reilly Auto Parts Total				\$882.32
355	OTHS Endowment Fund	042716	15th Panther Open, Gold Tournament Sponsor	04/27/2016	\$250.00
356	OTHS Endowment Fund Total				\$250.00
357	Palomo, Anontia	100915	EMS-Ambulance Run Refund	04/15/2016	\$92.70
358	Palomo, Anontia Total				\$92.70
359	Paragon Micro Inc	690591	FD-CradlePoint Routers	04/07/2016	\$1,516.95
360		690745	Wtr-UPS	04/12/2016	\$248.99
361		690847	PW-Full AutoCAD License Maintenance	04/07/2016	\$1,493.98
362	Paragon Micro Inc Total				\$3,259.92
363	Patterson, Lauren	042516	Travel Reimb Request/Training Conference	04/25/2016	\$24.88
364	Patterson, Lauren Total				\$24.88
365	Pepsi Cola Inc	23658812	Sportspark-Concession Drinks	04/19/2016	\$3,054.51
366		27053910	Sportspark-Concession Drinks	04/08/2016	\$604.20
367		27937357	Sportspark-Concession Drinks	04/26/2016	\$685.00
368		29878310	Sportspark-Concession Drinks	03/22/2016	\$239.20
369		33135207	Sportspark-Concession Drinks	04/05/2016	\$4,647.52
370		844456	Sportspark-Concession Drinks	03/15/2016	\$210.77
371	Pepsi Cola Inc Total				\$9,441.20
372	Petty Cash	042116-Cavins	PD-SIPCA Luncheon X 3/Cavins, Jim	04/21/2016	\$30.00
373	Petty Cash Total				\$30.00
374	Pitney Bowes Inc	1000315597	Admin,Wtr/Swr-Red Ink	04/15/2016	\$67.99
375		309716	Downstairs-Rental Charges	04/03/2016	\$114.26
376	Pitney Bowes Inc Total				\$182.25
377	Pitney Bowes Purchase Power	021016	Wtr/Swr-B Penalty Mailing, Permit Overage Fee	02/10/2016	\$555.90
378		041916	Wtr-Backflow Letters	04/19/2016	\$373.58
379	Pitney Bowes Purchase Power Total				\$929.48
380	Porter Paints	941702063036	Pks/Rec-Field Painter Pump Lubricant	04/14/2016	\$20.98
381	Porter Paints Total				\$20.98
382	Prestige Commercial Services Inc	3008	IT-April Cleaning	04/05/2016	\$445.00
383		3009	PD/EMS-April Cleaning	04/05/2016	\$4,090.00
384		3010	FD-April Cleaning	04/05/2016	\$150.00
385	Prestige Commercial Services Inc Total				\$4,685.00
386	R P Lumber Co Inc	1604-155011	Pks/Rec-Community Garden Site Support Supplies	04/08/2016	\$493.93
387		1604-205994	Strts-Grade Stakes	04/20/2016	\$26.85

	A	B	C	D	E
388	R P Lumber Co Inc Total				\$520.78
389	Red-E-Mix LLC	772039	Strts-Flatwork, Small Load Chg	04/04/2016	\$326.00
390		772177	Strts-Flatwork	04/07/2016	\$339.00
391		772228	Strtd-Flatwork	04/08/2016	\$452.00
392	Red-E-Mix LLC Total				\$1,117.00
393	Rejis Commission	INV0047405	IT-March Billing	03/31/2016	\$15,696.00
394	Rejis Commission Total				\$15,696.00
395	Rhutasel and Associates	031016-#11	MFT-Marie Schaeffer, EK & Hinchcliffe	03/10/2016	\$1,636.15
396		12332	MFT-Milburn Rd Phase III Revised Plans	03/09/2016	\$927.00
397		12335	MFT-Simmons Rd Phase I	03/09/2016	\$2,257.50
398		12340	MFT-Venita Dr Row & Easements	03/09/2016	\$1,507.50
399	Rhutasel and Associates Total				\$6,328.15
400	Ronnoco Coffee LLC	1001559400	Sportspark-Concession Drinks	04/08/2016	\$774.52
401		1001567107	Sportspark-Concession Drinks	04/20/2016	\$568.79
402	Ronnoco Coffee LLC Total				\$1,343.31
403	Rotolite of St Louis Inc	INV0230402	Upstairs-Plotter Bond	04/06/2016	\$100.69
404	Rotolite of St Louis Inc Total				\$100.69
405	Session Fixture Co Inc	142569-F	Sportspark-Bal for Concession Equipment	04/01/2016	\$4,653.52
406	Session Fixture Co Inc Total				\$4,653.52
407	Shred-It USA LLC	9410192772	PD/EMS-Professional Shredding	04/12/2016	\$93.72
408		9410192773	PD/EMS-Professional Shredding	04/04/2016	\$93.72
409	Shred-It USA LLC Total				\$187.44
410	Shur Clean Carpet Care	Mar 216	CH,Dep,Pks,FD-Mat Service	04/10/2016	\$255.00
411	Shur Clean Carpet Care Total				\$255.00
412	SimplexGrinnell	82387269	FD-Work on FCI Fire Alarm System	04/06/2016	\$236.00
413		82387270	FD-Work on FCI Fire Alarm System	04/06/2016	\$236.00
414	SimplexGrinnell Total				\$472.00
415	SLYSA	11093	Pks/Rec-Player Registration/Thielemann, Wesley	04/26/2016	\$22.00
416	SLYSA Total				\$22.00
417	Southwestern Illinois College	26031363-040616	PD-Taser Training	04/06/2016	\$105.00
418	Southwestern Illinois College Total				\$105.00
419	Southwestern Illinois Municipal Clerks A	042516	Admin-Membership Renewal	04/25/2016	\$30.00
420	Southwestern Illinois Municipal Clerks Assn Total				\$30.00
421	St Louis Business Journal	8022858-042016	CDD-Subscription Renewal	04/20/2016	\$100.00
422	St Louis Business Journal Total				\$100.00
423	Standard Insurance Co, The	041816	FD-Insurance Premiums	04/18/2016	\$358.85
424	Standard Insurance Co, The Total				\$358.85
425	Standard Rule Promotions LLC	16000236	Pks/Rec-Styx Uniforms	04/04/2016	\$2,303.00
426		16000268UNI	Pks/Rec-Styx Uniforms Lacrosse	04/22/2016	\$592.00
427		2016STYX	Pks/Rec-Styx Uniforms Lacrosse	04/22/2016	\$30.00
428	Standard Rule Promotions LLC Total				\$2,925.00
429	Stericycle Inc	4006081745	EMS-Needle Disposal	02/01/2016	\$195.54
430	Stericycle Inc Total				\$195.54

	A	B	C	D	E
431	Stevenson, Anne	0219-031816	Reimb/Cell Phone Charges	03/18/2016	\$30.00
432	Stevenson, Anne Total				\$30.00
433	Stimson, Peg	042716	Reimb/Garden Club Supplies	04/27/2016	\$70.89
434	Stimson, Peg Total				\$70.89
435	SymbolArts	254721-IN	PD-Badges, Mourning	04/04/2016	\$287.50
436	SymbolArts Total				\$287.50
437	Taylor Roofing	908104	CityHall-Roofing work/Repairs	04/13/2016	\$201.41
438	Taylor Roofing Total				\$201.41
439	Teklab Inc	185034	WWTP-Pet Dairy Weekly	04/18/2016	\$613.23
440		185255	WWTP-Pet Dairy Weekly	04/25/2016	\$613.23
441	Teklab Inc Total				\$1,226.46
442	Tessco Inc	781258	FD-Double Socket/Base Mount	04/19/2016	\$61.56
443	Tessco Inc Total				\$61.56
444	Thieleman, Jo	042116	Reimb/Recording Fee's	04/21/2016	\$72.50
445	Thieleman, Jo Total				\$72.50
446	Thomas Scientific Inc	890246	WWTP-Nitric Acid Instra	04/14/2016	\$245.70
447	Thomas Scientific Inc Total				\$245.70
448	Thouvenot, Wade & Moerchen Inc	54973	MFT-Porter Rd Construction Plans	03/31/2016	\$56.00
449	Thouvenot, Wade & Moerchen Inc Total				\$56.00
450	TransUnion Risk and Alternative Data So	0201-022916	PD-TLOxp Charges & Credits	03/01/2016	\$131.52
451	TransUnion Risk and Alternative Data Solutions Inc Total				\$131.52
452	Trent, William J	5991-5992	Pks/Rec-Beginner/Advanced Rumba	04/21/2016	\$367.50
453	Trent, William J Total				\$367.50
454	TriCare for Life	092915/Bunch	EMS-Ambulance Run Refund/Bunch, Elia	04/14/2016	\$90.66
455	TriCare for Life Total				\$90.66
456	TrueLine Communications	11059	PD-Grommet, Fuse Holder, Labor	04/06/2016	\$352.00
457		11060	PD-Antenna, Power Cable, Bracket, Labor	04/06/2016	\$335.45
458	TrueLine Communications Total				\$687.45
459	Truran, Chad	032616	Reimb/Clothing Allowance Items	03/26/2016	\$64.08
460	Truran, Chad Total				\$64.08
461	Tyco Global Financial Solutions	5481-Interest	Interest-Fire Alarm & Intrusion System	04/15/2016	\$301.67
462		5481-PMA	PMA-Fire Alarm & Intrusion System	04/15/2016	\$1,528.08
463		5481-Principal	Principal-Fire Alarm & Intrusion System	04/15/2016	\$1,269.77
464	Tyco Global Financial Solutions Total				\$3,099.52
465	Tyler Technologies	49254	Wtr/Swr-1 Year IBM Service Suite	03/25/2016	\$9,696.08
466	Tyler Technologies Total				\$9,696.08
467	Uline Inc	75097808	Sportspark-Pks/Rec-Trash Lids, Gloves	03/07/2016	\$700.36
468		75874446	Sportspark-Lids, Paper Cone Cups, forks, Knives, Duct Tape, Etc	04/05/2016	\$598.86
469		76218686	Sportspark-Storage Shelves	04/18/2016	\$784.98
470		76407079	Sportspark,Pks/Rec-Shelf, Trash Can, Dolly	04/25/2016	\$632.60
471	Uline Inc Total				\$2,716.80
472	University of Illinois	UFINU398	FD-Training/White, Bradley	04/01/2016	\$60.00
473	University of Illinois Total				\$60.00

	A	B	C	D	E
474	USA Blue Book	929843	WWTP-Lab Supplies	04/19/2016	\$2,313.61
475		929857	WWTP-Glass Fiber Filter	04/19/2016	\$341.85
476	USA Blue Book Total				\$2,655.46
477	Vandevanter Engineering	5365000	Swr-MJK Transducer Model 3400	04/14/2016	\$1,277.98
478	Vandevanter Engineering Total				\$1,277.98
479	Verizon Wireless	9763962855	Monthly Cell Phone Charges	04/18/2016	\$6,734.84
480	Verizon Wireless Total				\$6,734.84
481	Wasitis, May	102415	EMS-Ambulance Run Refund	04/15/2016	\$92.41
482	Wasitis, May Total				\$92.41
483	Watson's Office City	13365-1	EconDev-Business Cards/Litteken, Grant	04/12/2016	\$59.00
484		13419-1	Admin-Dividers, Index, Reg Tab for Budget	04/13/2016	\$283.96
485	Watson's Office City Total				\$342.96
486	Weil-Lombardo Trailers Inc	11137	FD-Hitch Pine for 2 1/2 Ball Mount, Hitch Ball	04/20/2016	\$26.45
487	Weil-Lombardo Trailers Inc Total				\$26.45
488	Williams, Lloyd	081515	EMS-Ambulance Run Refund	04/15/2016	\$111.75
489	Williams, Lloyd Total				\$111.75
490	Winkler, Bob	042116	Reimb/Garden Club Supplies	04/21/2016	\$2,887.27
491	Winkler, Bob Total				\$2,887.27
492	Wireless USA	241930	EMS-Parts Purchase	03/29/2016	\$157.82
493		242284	PD/EMS-May 2016 Service Contract	04/19/2016	\$1,398.00
494	Wireless USA Total				\$1,555.82
495	Witt, Danny C	042616	Ambulance Run Refund	04/26/2016	\$92.00
496	Witt, Danny C Total				\$92.00
497	Wood Bakery	28404	Admin-Donuts	04/20/2016	\$7.56
498	Wood Bakery Total				\$7.56
499	WPS/TriCare	121415/Fowler	EMS-Ambulance Run Refund/Fowler, Daphne	04/14/2016	\$372.69
500	WPS/TriCare Total				\$372.69
501	Grand Total				\$1,458,143.70