

## CITY OF O'FALLON

### GARY L. GRAHAM

Mayor

### PHILIP A. GOODWIN

City Clerk

Walter Denton

City Administrator

### DAVID H. HURSEY

City Treasurer

### ALDERMAN

Gene McCoskey Ward 1 John Drolet Ward 4

Richie Meile Ward 1 Michael Bennett Ward 5

Ed True Ward 2 Courtney Cardona Ward 5

Jerry Albrecht Ward 2 Jim Hursey Ward 6

Jerry Mouser Ward 3 Ray Holden Ward 6

Kevin Hagarty Ward 3 David Cozad Ward 7

Herb Roach Ward 4 Harlan Gerrish Ward 7

## CITY COUNCIL MEETING

### A G E N D A

**Monday, November 3, 2014**  
**7:00 P.M. – Council Chambers**

#### I. CALL TO ORDER

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

#### IV. APPROVAL OF MINUTES – [October 20, 2014](#)

#### V. PUBLIC HEARING –

#### VI. REPORTS

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

#### B. Clerk's Report

1. Request from O'Fallon Homecoming/VFW to conduct a parade on November 29<sup>th</sup> (rain date December 6<sup>th</sup>) starting at 6:00 p.m. and ending at 7:30 p.m. from the Community Park to 221 W. 1<sup>st</sup> Street

#### C. Mayor's Report

1. Proclamation declaring November 3, 2014 as Kyle Dismukes Day

#### VII. RESOLUTIONS –

**ITEM 1** - Resolution authorizing the O'Fallon Fire Department Federal and Statewide Deployment of Employee Compensation ([Click here to view the staff report](#))

**ITEM 2** – Resolution authorizing the City Clerk to sign an IDOT resolution for use of Motor Fuel Tax (MFT) for road maintenance in CY2015, Section 15-00000-00-GM ([Click here to view the staff report, IDOT Form and estimate](#))

**ITEM 3** – Resolution authorizing the Mayor to execute an agreement with Thouvenot, Wade, and Moerchen, Inc. (TWM) for professional services for the design of Porter

Road, \$65,000 and for the use of Motor Fuel Tax (MFT) funds in an amount not to exceed \$650,000 for the total project cost ([Click here to view the staff report](#))

**ITEM 4** – Resolution authorizing the Mayor to execute an agreement with Kuhlmann Design Group, Inc. for professional services for the design of Ashland Avenue and for the use of Motor Fuel Tax (MFT) funds in an amount not to exceed \$115,155 and for the use of MFT funds in an amount not to exceed \$2,100,000 for the total cost of the project ([Click here to view the staff report](#))

## VIII. ORDINANCES

### A. 1<sup>st</sup> reading –

**ITEM 5** – Ord. authorizing the addendum to the Mutual Aid Box Alarm System Agreement ([Click here to view the staff report and contract](#))

**ITEM 6** – Ord. which authorizes the execution of the Redevelopment Agreement with Commercial Real Estate Investors, LP ([Click here to view the staff report and agreement](#))

### B. 2<sup>ND</sup> Reading –

**ITEM 7** - Ord. amending Chapter 72, Section 72.19, Parking, as amended, (Section 70 was incorporated into and referred to as “Truck Ordinance” on 1<sup>st</sup> reading) ([Click here to view the staff report](#))

**ITEM 8** – Ord. amending Chapter 98, Obstructions, (Referred to as “Parking Ordinance” on 1<sup>st</sup> reading) ([Click here to view the staff report](#))

**ITEM 9** - Ord. amending Chapter 75: Vehicle Conditions, Equipment and Loads (Referred to as “Truck Ordinance” on 1<sup>st</sup> reading) ([Click here to view the staff report](#))

10. Ord. designating 226 West State, known as the Wachter Building, as a local historic landmark

11. Ord. amending Chapter 111, Section 111.99 (**On Hold**)

12. Ord. Approving the Franchise Agreement (**On Hold**)

## IX. STANDING COMMITTEES

1. Community Development – *Minutes Attached*
2. Public Works – *Minutes Attached*
3. Public Safety
4. Finance and Administration
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; 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 October 20, 2014**

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

Philip Goodwin, City Clerk, called the roll: Gene McCoskey, present; Richie Meile, present; Ed True, excused; Jerry Albrecht, present; Jerry Mouser, present; Kevin Hagarty, present; John Drolet, present; Herb Roach, present; Michael Bennett, present; Courtney Cardona, present; Jim Hursey, present; Ray Holden, present; David Cozad, present; Harlan Gerrish, present. A quorum was declared present.

Mayor Graham asked for approval of the minutes. Motion was made by J. Albrecht and seconded by J. Hursey to approve the minutes of October 6, 2014. All ayes. Motion carried.

**PUBLIC HEARING** – None scheduled.

**RESIDENTS:** Mayor Graham invited any resident forward to speak.

Pastor Willie Brown spoke about the privatization of water services. He is concerned that the rates will go up. He said it would adversely impact his congregation if we sold the water.

Pat Lambert also spoke against the sale, as she believes the taxes she has paid over the years has paid for the system we have now.

Seymour Ryder said we have a pretty good system now and is concerned about the long term income loss, if it were sold. He is against privatization.

Gene Hyatt is also concerned about high water bills. He also mentioned that the city of Pekin sold their water to Illinois American Water, and then requested to get it back, but the ICC denied their request. He is also concerned that a private company would be less than open where the money goes.

Keith Jones said he wants the City to remain in control of the water services to ensure that the water is safe to drink. He is concerned that another company would not maintain the quality of our water.

Bonnie Hester is concerned that senior citizens will not be able to afford increased costs for water.

Lisa Davinroy spoke against Illinois American Water. She is unhappy with their billing practices.

Ron Van Horn said he was concerned with the value of homes decreasing because of the proposed water sale. He is also concerned about the long term use of the money received from the sale.

Terry Lysakowski mentioned Proposition S and curb and gutter in the city. He believes that the citizens are not being heard, and the taxes are not used as the citizens were told.

Steve Johnson asked why the sale was not on the ballot for vote. He prefers the citizens decide the issue.

Christy Livingston also spoke in opposition to the sale and wanted to know if other cities were happy with the results after selling. Mayor Graham replied that he spoke to the Peoria mayor last week, and that city is happy. She wanted to know when the citizens will have the right to speak. Mayor Graham answered that she is welcome to attend committee or Ward meetings.

Vern Malare mentioned the letter that was sent out in the water bills. He said the citizens have a right to vote on the sale.

Dr. Melanie Stewart said clean water and a good sewer system is a basic human right and those rights should not be given to a profit driven company. Non-profit companies provide a service at a lower cost to the people.

Vickie Thorsen praised the streets department for their work. She also wants to vote on the issue.

David Sneed also spoke in opposition to a possible sale. He also asked if the proposals would be shared to the public, and Mayor Graham replied that currently we do not have any proposals.

## **REPORTS:**

**Clerk's Report:** No report.

**Mayor's Report:** Mayor Graham announced that Halloween hours are from 6 – 9 p.m.

**RESOLUTIONS:** J. Albrecht stated that Item 1 would be voted on after Executive Session.

Motion by J. Albrecht and seconded by J. Mouser to approve Item 2 – A Resolution authorizing the Mayor to enter into an agreement with O'Fallon Local 2817, AFSCME Labor Council.

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

**ORDINANCES:**

**1<sup>st</sup> Reading** – Motion by J. Albrecht and seconded by J. Mouser to consider 1<sup>st</sup> Reading Ordinances Items 3 – 6 under the Omnibus Agreement. All ayes. Motion carried.

J. Albrecht read the following Ordinances:

Item 3 - Ordinance designating, 226 West State, known as the Wachter Building, as a Local Historic Landmark in O’Fallon, Illinois

Item 4 - Ordinance amending Solicitor and Peddler’s ordinance

Item 5 - Ordinance amending the truck ordinance

Item 6 - Ordinance amending the parking ordinance

Motion by J. Albrecht and seconded by J. Mouser to approve Ordinances Items 3 – 6 under the previous Omnibus Agreement.

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

**2<sup>nd</sup> Readings –**

Motion by J. Albrecht and seconded by J. Mouser to consider 2<sup>nd</sup> Reading Ordinances Items 7 – 10 under the Omnibus Agreement. All ayes. Motion carried.

J. Albrecht read the Ordinances:

Item 7 – Ordinance amending Ord. 623, Zoning, development known as Gander Mountain to be located at 1234 Central Park Drive, as amended

8. Ordinance amending Ord. 623, Zoning, development known as St. Elizabeth’s Hospital to be located at 1501 North Green Mount Road

9. Ordinance authorizing the establishment of a route 50/Scott Troy Road Tax Increment Financing (TIF) “Interested Parties” registries and adopting registration rules for these registries

10. Ordinance authorizing the establishment of Central City Tax Increment Financing “Interested Parties” registries and adopting registration rules for these registries

Motion by J. Albrecht and seconded by J. Mouser to approve Ordinances Items 7 – 10 under the previous Omnibus Agreement.

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

The Ordinance approving the Franchise Agreement remains on hold.

### **STANDING COMMITTEES –**

**Community Development:** Motion by J. Albrecht and seconded by J. Mouser to approve the Special event permit request for a sign at Papa Murphy's and a Special event permit request for St. Jude's Crusaders Charity Christmas Tree Lot at 406 West Highway 50 (Gator's frozen custard) from November 28th to December 23, 2014. All ayes. Motion carried.

He stated the committee will meet next Monday.

**Public Works:** R. Meile announced that they will meet October 27th at the Public Safety Building at 7:00 p.m.

**Public Safety:** Motion by K. Hagarty and seconded by H. Roach to reaffirm the approval of the addendum to the communications site agreement with St. Clair County. All ayes. Motion carried.

He said they will meet on November 10<sup>th</sup> at 5:00 p.m. at the Public Safety Building.

**Finance/Administration:** Motion by M. Bennett and seconded by G. McCoskey to approve Warrant #311 in the amount of \$1,646,053.31.

**ROLL CALL:** McCoskey, aye; Meile, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Roach, aye; Drolet, recuse; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye, Gerrish, aye. Ayes - 12; Nos – 0; Recuse - 1. Motion carried.

**Parks and Environment:** J. Mouser stated that they will meet November 10<sup>th</sup> at 5:00 p.m.

**EXECUTIVE SESSION:** Mayor Graham said they will go into closed session to discuss property acquisition.

Motion by J. Hursey and seconded by J. Albrecht to go into closed session.

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

The Council went into closed session at 7:39 p.m. and returned at 7:49 p.m.

Motion by J. Albrecht and seconded by G. McCoskey to approve Item 1 – A resolution authorizing the City of O’Fallon to acquire real estate located at 220 W. 5th Street.

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

J. Drolet invited Ward 4 to a Town Hall meeting this Thursday at 6:30 p.m. at the Public Safety Building. H. Roach and he are hosting the meeting.

**ADJOURNMENT:** Motion by H. Gerrish and seconded by J. Albrecht to adjourn. All ayes. Motion carried.

The meeting was adjourned at 7:50 p.m.

Submitted by,

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Philip A. Goodwin  
City Clerk

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

## **RESOLUTION 2014 -**

### **RESOLUTION AUTHORIZING THE O'FALLON FIRE DEPARTMENT FEDERAL AND STATEWIDE DEPLOYMENT EMPLOYEE COMPENSATION**

**WHEREAS**, the O'Fallon Fire Department is a member of the Illinois Mutual Aid Box Alarm System (MABAS) Division 32, and MABAS –IL; and

**WHEREAS**, membership in MABAS may result in personnel (sometimes called an “employee” in this resolution) of this fire department being called to service in both federally authorized interstate deployments, pursuant to the Emergency Management Assistance Compact (EMAC), and in statewide intrastate deployments authorized by the State of Illinois Emergency Operations Center, in compliance with and pursuant to the Illinois Statewide Emergency Plan;

**WHEREAS**, such deployment may result in personnel being absent from their civilian career employment, perhaps for long periods of time, which can result in financial hardship to the city personnel so deployed;

NOW THEREFORE, the City of O'Fallon City Council resolves:

1. Subject to the limitation set out below, the City of O'Fallon will financially compensate volunteer paid on call personnel of the department when such personnel are called to service in any federally authorized interstate deployment, pursuant to the Emergency Management Assistance Compact, or in any statewide intrastate deployment authorized by the State of Illinois Emergency Operations Center, in compliance with and pursuant to the Illinois Statewide Emergency Plan.
2. The compensation paid by the City of O'Fallon will be an amount equal to the employee's civilian career pay per hour (if the person is ordinarily and customarily paid on an hours basis, to a maximum reimbursed amount of forty hours per week), or an amount equal to the person's weekly salary (if the person is ordinarily and customarily paid on a salary basis), pro-rated to the amount of time the employee actually is absent from his/her employment as a result of the deployment. If the employee is required to be on duty in excess of 8 hours per day or a total of 40 hours per week, the additional hours will be compensated at the rate of \$24.08 per hour.
3. The compensation paid by the City of O'Fallon will be adjusted for amounts required to be withheld from the employee's compensation by federal and state law.
4. In the City's discretion, the compensation due an employee pursuant to this resolution may be paid by the City of O'Fallon reimbursing the employee's civilian career employer for the amount of time the employee missed from work, to allow the employer's civilian career employer to pay the employee in the same manner as the employee would typically be paid. Any reimbursement to the employee for hours worked above 8 hours per day or 40 hours per week will be paid directly to the employee with conditions set forth in item #3.



5. The employee requesting compensation shall keep records of the time involved (and mileage requested) in the deployment, which records shall be verified by command personnel of the deployment.

6. If an employee is not currently employed by a civilian career employer, the rate of reimbursement for hours worked will be at the rate of \$24.08 per hour.

7. In the event that a deployed employee is authorized by the fire chief to use a personal vehicle to travel to and from the scene of deployment, the City shall reimburse the employee at the then-current IRS mileage rate.

PASSED AND APPROVED, by the City Council of the City of O'Fallon, St. Clair County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ATTEST:

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

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



**CITY COUNCIL AGENDA ITEM**

To: **Mayor Graham and City Council**  
From: **Brent Saunders, Fire Chief**  
**Walter Denton, City Administrator**  
Date: **November 3, 2014**  
Subject: **RESOLUTION – Federal and Statewide Deployment Employee Compensation**

List of committees that have reviewed: Public Safety

Background: The City of O'Fallon Fire Department is a member of the Mutual Aid Box Alarm System (MABAS IL.) Documented guidelines for state or federal reimbursement compensation is currently not detailed for City of O'Fallon paid on call firefighters.

Legal considerations, if any: None

Budget impact: No budget impact

Staff recommendation: Staff recommends that the resolution be adopted to provide guidelines for reimbursement under state and federal declared incidents.

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2014 -

**AUTHORIZING THE CITY CLERK TO SIGN AN IDOT RESOLUTION FOR USE OF  
MOTOR FUEL TAX (MFT) BY THE CITY OF O'FALLON'S EMPLOYEES FOR  
ROAD MAINTENANCE SECTION 15-00000-00-GM, IN CY2015**

**WHEREAS**, the City of O'Fallon has traditionally used a portion of its annual MFT allotment to maintain its roads by in-house forces, and

**WHEREAS**, the City of O'Fallon, a municipal corporation, is required to enter into an agreement with IDOT for use of MFT funds to support local road maintenance.

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

That the City of O'Fallon authorized its appropriate representatives to sign the IDOT resolution for the use of MFT funds in an amount of \$50,000.00.

Passed and approved this 3rd day of November 2014.

ATTEST:

Approved:

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

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



## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** November 3, 2014  
**Subject:** RESOLUTION – Use of Motor Fuel Tax (MFT) for General Maintenance of Streets and Highways by a Municipality

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

**Background:** IDOT requires the City Council pass a resolution to support the use of MFT for in-house maintenance of streets and highways by a municipality (see attached IDOT forms). This required CY2015 resolution is very similar to the ones passed by the Council in the past. It allows use of MFT funds by in-house personnel for the maintenance of city streets.

**Legal Considerations, if any:** None beyond satisfaction of IDOT policy.

**Budget Impact:** The \$50,000.00 cost will be funded from local, O'Fallon MFT funds as covered by the FY2015 budget adopted by the Council and the FY2016 MFT budget as it will be proposed.

**Staff recommendation:** Staff recommends execution of the RESOLUTION for \$50,000.00 to allow satisfaction of IDOT requirement for the support resolution.



**Illinois Department  
of Transportation**

**Resolution for Maintenance of  
Streets and Highways by Municipality  
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the  
(Council or President and Board of Trustees)  
City O'Fallon of O'Fallon, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$50,000.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2015  
to December 31, 2015.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Collinsville, Illinois.

I, Philip Goodwin Clerk in and for the City  
(City, Town or Village)  
of O'Fallon, County of St. Clair

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on November 3, 2014  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

(SEAL) \_\_\_\_\_ City \_\_\_\_\_ Clerk  
(City, Town or Village)

**APPROVED**  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
District Engineer



CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2014 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
THOUVENOT, WADE & MOERCHEN, INC. (TWM), FOR PROFESSIONAL  
SERVICES FOR THE DESIGN OF PORTER ROAD, \$65,000, AND FOR THE USE OF  
MOTOR FUEL TAX (MFT) FUNDS IN AN AMOUNT NOT TO EXCEED \$650,000 FOR  
THE TOTAL PROJECT COST**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need for engineering services for the design of Porter Road, and

**WHEREAS**, Thouvenot, Wade & Moerchen, Inc., can perform the services the City needs, and

**WHEREAS**, the City of O'Fallon needs to demonstrate to the Illinois Department of Transportation (IDOT) support of the project slated for construction in IDOT's FY17.

**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 Thouvenot, Wade & Moerchen, Inc., agreement for professional services for the design of Porter Road and use of MFT Funds in an amount not to exceed \$65,000, and to sign IDOT forms indicating total support of the project not to exceed \$650,000.

Passed and approved this 3rd day of November 2014.

ATTEST:

Approved:

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

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



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** November 3, 2014  
**Subject:** RESOLUTION – Porter Road Design and Use of MFT Funds

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

**Background:** In March of 2013, Thouvenot, Wade & Moerchen (TWM) submitted a grant application on behalf of the City for the 1,100-foot reconstruction of the road section along the northeast corner of the Family Sports Park. That grant application was approved for a total construction cost of \$490,900, to be partially funded in IDOT's FY17 program. The project is a Surface Transportation Program (STP) effort, and as such, O'Fallon is responsible for the design costs. TWM has submitted a proposal for \$65,000 for the design work.

To show support of the project, IDOT requires the Council to pass a resolution of support for design, construction and testing/inspection. The total cost of the project should not exceed \$650,000 based on what is known at this time. Therefore, in addition to the design proposal, staff requires Council approval of the total budget of that amount to start the overall process with IDOT.

The O'Fallon expense of design, construction and testing/inspection will be paid out of local Motor Fuel Tax (MFT) funds, and should not exceed \$210,000, unless some unknown situation arises during design or construction.

**Legal Considerations, if any:** None, beyond normal consideration when contracting for professional services.

**Budget Impact:** MFT Funds held in reserve will be used to fund the design work.

**Staff recommendation:** Staff recommends execution of the RESOLUTION for an agreement with Thouvenot, Wade & Moerchen, Inc., in a total amount of \$65,000.



CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2014 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KUHLMANN DESIGN GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE DESIGN OF ASHLAND AVENUE AND FOR THE USE OF MOTOR FUEL TAX (MFT) FUNDS IN AN AMOUNT NOT TO EXCEED \$115,155.00, AND FOR USE OF MOTOR FUEL TAX (MFT) FUNDS IN AN AMOUNT NOT TO EXCEED \$2,100,000 FOR THE TOTAL COST OF THE PROJECT**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has a need for engineering services for the design of Ashland Avenue, and

**WHEREAS**, Kuhlmann Design Group, Inc., can perform the services the City needs, and

**WHEREAS**, the City of O'Fallon needs to demonstrate to the Illinois Department of Transportation (IDOT) support of the project slated for construction in IDOT's FY18.

**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 Kuhlmann Design Group, Inc., agreement for professional services for the design of Ashland Avenue and use MFT Funds in an amount not to exceed \$115,155, and to sign IDOT forms indicating total support of the project not to exceed \$2,100,000.

Passed and approved this 3rd day of November 2014.

ATTEST:

Approved:

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Philip A. Goodwin, City Clerk

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Gary L. Graham, Mayor



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council  
**From:** Dennis Sullivan, Director of Public Works  
Walter Denton, City Administrator  
**Date:** November 3, 2014  
**Subject:** RESOLUTION – Ashland Avenue Design and Use of MFT Funds

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

**Background:** In March of 2014, Kuhlmann Design Group (kDG) submitted a grant application on behalf of the City for the construction of a new 2,250-foot road section between Hartman Lane and Central Park Drive. That grant application was approved for a total construction cost of \$1,438,000, to be partially funded in IDOT's FY18 program. The project is a Surface Transportation Program (STP) effort, and as such, O'Fallon is responsible for the design costs. kDG has submitted a proposal of \$115,155 for the design work.

To show support of the project, IDOT requires the Council to pass a resolution of support for design, construction, land acquisition and testing/inspection. The total cost of the project should not exceed \$2,100,000 based on what is known at this time. Therefore, in addition to the design proposal, staff requires Council approval of the total budget of that amount to start the overall process with IDOT.

The O'Fallon expense of design, construction, land acquisition and testing/inspection will be paid out of local Motor Fuel Tax (MFT) funds, and should not exceed \$870,000, unless some unknown situation arises during design or construction.

**Legal Considerations, if any:** None, beyond normal consideration when contracting for professional services.

**Budget Impact:** MFT Funds held in reserve will be used to fund the design work.

**Staff recommendation:** Staff recommends execution of the RESOLUTION for an agreement with Kuhlmann Design Group, Inc., in a total amount of \$115,155, and total support of the project for \$2,100,000.

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

**AN ORDINANCE AUTHORIZING AN  
ADDENDUM TO THE MUTUAL AID  
BOX ALARM SYSTEM AGREEMENT**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

**WHEREAS**, the Mayor and the City Council of the City of O'Fallon  
have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council the County, Illinois as follows: \_\_\_\_\_

**SECTION ONE:** That the Mayor and the Clerk be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\*\*\*\*\*

ATTEST: Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

(seal)

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

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

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

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

\*Add clerk cert



**CITY COUNCIL AGENDA ITEM**

To: Mayor Graham and City Council  
From: Brent Saunders, Fire Chief  
Walter Denton, City Administrator  
Date: November 3, 2014  
Subject: RESOLUTION – MABAS Ordinance Addendum

List of committees that have reviewed: Public Safety

Background: The City of O'Fallon Fire Department is a member of the Mutual Aid Box Alarm System (MABAS IL.) The addendum approval is required so MABAS member agencies are compliant with FEMA Recovery Policy (RP9523.6) reference reimbursement claims for disaster mobilization associated with federal requirements of the Stafford Act.

Legal considerations, if any: None

Budget impact: No budget impact

Staff recommendation: Staff recommends that the ordinance addendum be signed to comply with federal requirements for disaster mobilization.

## **MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT**

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Political Entity / Agency

\_\_\_\_\_  
President / Mayor

**ATTEST:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk / Secretary

MABAS DIVISION: \_\_\_\_\_

**CITY OF O’FALLON, ILLINOIS**

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

**AN ORDINANCE OF THE  
CITY OF O’FALLON WHICH  
AUTHORIZES THE EXECUTION OF  
THE REDEVELOPMENT  
AGREEMENT WITH COMMERCIAL  
REAL ESTATE INVESTORS, LP**

**WHEREAS,** the City of O’Fallon, St. Clair County, Illinois (the “City”) has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment (“TIF”) Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the “TIF Act”), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer’s undertaking and performance of such project; and

**WHEREAS,** the City authorized preparation of a redevelopment plan entitled “City of O’Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central Park Redevelopment Area” (“Redevelopment Plan”), with established geographic boundaries (hereinafter the “Redevelopment Project Area”) for the City of O’Fallon, St. Clair County, Illinois; and

**WHEREAS,** in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the “Council”) held on April 2, 2012, notice of such hearing having been given in accordance with the TIF Act; and

**WHEREAS,** the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted the following ordinances:

- (1) Ordinance No. \_\_\_\_\_, approving the Redevelopment Plan and Project,
- (2) Ordinance No. \_\_\_\_\_, designating the Redevelopment Project Area, and
- (3) Ordinance No. \_\_\_\_\_, adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore (“Special Tax Allocation Fund”); and

**WHEREAS,** Commercial Real Estate Investors, LP (“Developer”) has submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by the Developer within a portion of the Redevelopment Project Area (the



“Project Area”). The City and Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Ordinance) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and

**WHEREAS,** the Council desires to enter into an agreement (“Redevelopment Agreement”) with the developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

**WHEREAS,** the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create jobs, to further the development of O’Fallon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

**WHEREAS,** pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with the Developer.

**NOW, THEREFORE, BE IT ORDAINED,** by the Mayor and City Council of the City of O’Fallon, St. Clair County, Illinois, as follows:

1. That the preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one (1) of this Ordinance; and
2. The Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement certain portions of the Redevelopment Plan and to enable the Developer to carry out the Development Project; and
3. The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit “A” (“Redevelopment Agreement”).
4. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City’s approval thereof; and
5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary

or desirable to carry out and comply with the intent of this Ordinance;  
and

6. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid; and
7. This Ordinance shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois; and
8. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Ordinance; and
9. All Ordinances, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided by law.

**PASSED** and **APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_ p.m.

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

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

\_\_\_\_\_  
Gary Graham, Mayor

ATTEST:

\_\_\_\_\_  
Phil Goodwin, City Clerk



## CITY COUNCIL AGENDA ITEM

**To:** Mayor Graham and City Council

**From:** Ted Shekell, Planning Director  
Walter Denton, City Administrator

**Date:** November 3, 2014

**Subject:** Ordinance Approving Central Park Redevelopment Area TIF Redevelopment Agreement for Gander Mountain (1<sup>ST</sup> READING)

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**List of committees that have reviewed:** The Community Development Committee recommended approving the Central Park Redevelopment Area TIF Redevelopment Agreement at its meeting on October 27, 2014, via a vote of 5-0.

**Background:** Attached is the proposed Central Park Redevelopment Area TIF Redevelopment Agreement for the proposed Gander Mountain sporting goods retail store. The proposal is for a 61,000 sq ft retail store on 5.64 acres of land consisting of three parcels generally located at 1234 Central Park Drive, zoned B-1(P), Planned Community Business District. The agreement provides that the Commercial project will be reimbursed for eligible costs (as identified in Exhibit G,) up to 50% of the actual property tax increment they generate, not to exceed the total cost as shown in Exhibit G of \$1,240,400. If they don't generate the increment then they don't get the full amount reimbursed. No other expenses will be reimbursed, and there are no City funds in this project.

**Legal considerations, if any:** The City's Special TIF Counsel, Terry Bruckert, has reviewed the attached redevelopment agreement and ordinance, and he recommends them in their final form.

**Budget Impact:** The project is not expected to cause any specific expenses to the City, other than the normal cost of providing services such as police protection, etc. The Commercial Project is, however, expected to generate sale tax to the City.

**Staff Recommendation:** Staff recommends approving the Central Park Redevelopment Area TIF Redevelopment Agreement as proposed.

**DRAFT**

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**REDEVELOPMENT AGREEMENT**

**between**

**CITY OF O'FALLON, ILLINOIS**

**and**

**COMMERCIAL REAL ESTATE INVESTORS LP**

**dated as of**

\_\_\_\_\_, 2014

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**CITY OF O'FALLON, ILLINOIS TAX INCREMENT FINANCING REDEVELOPMENT PLAN  
CENTRAL PARK REDEVELOPMENT AREA**

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## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of O’Fallon Illinois, an Illinois municipal home rule corporation (the “**City**”), and Commercial Real Estate Investors LP, a Illinois limited liability partnership located at 1331 Park Plaza Dr., Suite 4, O’Fallon, IL 62269 ( “**Commercial Real Estate Investors LP**”).

### **RECITALS**

The following Recitals are incorporated herein and made a part hereof.

A. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the City, foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “**TIF Act**”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.

C. Pursuant to the TIF Act, a plan for redevelopment known as the “City of O’Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central Park Redevelopment Area” (the “**Redevelopment Plan**”) for an area designated therein (the “**Redevelopment Project Area**”), consisting of approximately 145 acres, as legally described in the Redevelopment Plan and on **Exhibit A** hereto, has been prepared and reviewed by the City. Within the Redevelopment Project Area is a parcel of land designated as the “Commercial Real Estate Investors LP Parcel,” (defined below and legally described on **Exhibit B** hereto) which is the basis for this Agreement and described more fully within. Commercial Real Estate Investors LP is the owner of the Commercial Real Estate Investors LP Parcel.

D. In accordance with the TIF Act, the City (i) convened a Joint Review Board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and the Redevelopment Project at a meeting of the City Council (the “**Corporate Authorities**”) of the City held on April 2, 2012, notice of such hearing having been given in accordance with the TIF Act.

E. The Corporate Authorities, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances: (1) Ordinance No. 3754, approving the Redevelopment Plan, (2) Ordinance No. 3754, designating the Redevelopment Project Area, and (3) Ordinance No. 3753, adopting tax increment financing for the Redevelopment Project Area, which contains Commercial Real Estate Investors LP’s Parcel, and establishing a special tax allocation fund therefor (the “**Special Tax Allocation Fund**”).

F. Commercial Real Estate Investors LP has presented a Development Project to the City, to be undertaken by Commercial Real Estate Investors LP and the City, in accordance with the terms and conditions of this Agreement.

G. Commercial Real Estate Investors LP agrees to complete the Commercial Real Estate Investors LP Improvements (as defined herein) in connection with Commercial Real Estate Investors

LP's Development Project, subject to the conditions herein and the City's performance of its obligations under this Agreement.

H. The City strongly supports increased economic development to provide additional jobs for residents of the City, to expand retail business and commercial activity within the City and to develop a healthy economy and stronger tax base. The City and Commercial Real Estate Investors LP reasonably expect that completion of Commercial Real Estate Investors LP's Development Project will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan.

I. It is necessary for the successful completion of Commercial Real Estate Investors LP's Development Project that the City enter into this Agreement with Commercial Real Estate Investors LP to provide for the redevelopment of Commercial Real Estate Investors LP's Parcel within the larger Redevelopment Project Area, thereby implementing the Redevelopment Plan.

J. Commercial Real Estate Investors LP is unable and unwilling to undertake the redevelopment of Commercial Real Estate Investors LP's Parcel but for certain tax increment financing ("TIF") incentives to be provided by the City in accordance with the TIF Act and the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein. The parties acknowledge and agree that but for the TIF incentives to be provided by the City, Commercial Real Estate Investors LP cannot successfully and economically develop Commercial Real Estate Investors LP's Parcel in a manner satisfactory to the City. The City has determined that it is desirable and in the City's best interests to assist Commercial Real Estate Investors LP in the manner set forth herein, and as this Agreement may be supplemented and amended.

K. Commercial Real Estate Investors LP proposes to construct the Commercial Real Estate Investors LP Improvements in connection with the Commercial Real Estate Investors LP's Development Project on Commercial Real Estate Investors LP's Parcel and has demonstrated to the City's satisfaction that Commercial Real Estate Investors LP has the experience and capacity to complete the Commercial Real Estate Investors LP Improvements.

L. The City, in order to stimulate and induce development of Commercial Real Estate Investors LP's Parcel, has determined that it is in the best interests of the City to finance certain Commercial Real Estate Investors LP's Development Project Costs through Incremental Property Taxes, all in accordance with the terms and provisions of the constitution and statutes of the State of Illinois, including the TIF Act and this Agreement.

M. The Corporate Authorities hereby determine that the implementation of Commercial Real Estate Investors LP's Development Project and the fulfillment generally of the Redevelopment Plan are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

N. Pursuant to the provisions of the TIF Act, the City is authorized to enter into this Agreement to evidence the City's obligation to pay certain Commercial Real Estate Investors LP's Development Project Costs incurred in furtherance of the Redevelopment Plan and Commercial Real Estate Investors LP's Development Project, and to pledge the Incremental Property Taxes to the payment of the Reimbursable Commercial Real Estate Investors LP's Development Project Costs to assist in financing of Commercial Real Estate Investors LP's Development Project.

O. This Agreement has been submitted to the Corporate Authorities of the City for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms

hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

P. Commercial Real Estate Investors LP is a duly formed and validly existing limited liability partnership under the laws of Illinois. The execution, delivery and performance of this Agreement by Commercial Real Estate Investors LP has been duly and validly authorized by all necessary action on the part of Commercial Real Estate Investors LP.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

## **ARTICLE ONE**

### **INCORPORATION OF RECITALS**

The findings, representations and agreements set forth in the above recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the City and of Commercial Real Estate Investors LP according to the tenor and import of the statements in such recitals.

## **ARTICLE TWO**

### **DEFINITIONS**

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

**“Agreement”** means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

**“Agreement Term”** means the period beginning as of the effective date of the Redevelopment Plan and concluding within 23 years, or, if earlier, after all Reimbursable Commercial Real Estate Investors LP’s Development Project Costs (described below) have been paid by the City to Commercial Real Estate Investors LP.

**“Approving Ordinance”** means the ordinance(s) of the City to be adopted by the Corporate Authorities, from time to time, authorizing tax increment financing for the Redevelopment Project Area, and all related ordinances, resolutions and proceedings.

**“Authorized City Representative”** means the Mayor of the City, the City Administrator or designees or assigns.

**“Business Day”** means a day which is not a Saturday, Sunday or any other day on which banking institutions in New York, New York, or the city or cities in which the administrative offices or payment office of the Trustee is located, are required or authorized to close.

**“Certificate of Substantial Completion”** means a document substantially in the form of **Exhibit D** attached hereto and incorporated by reference herein, delivered by Commercial Real Estate

Investors LP to the City, in accordance with this Agreement in connection with and evidencing the substantial completion of Commercial Real Estate Investors LP Improvements as identified on **Exhibit F** attached hereto.

**“Certificate of Reimbursable Commercial Real Estate Investors LP’s Development Project Costs”** means a document, substantially in the form of **Exhibit E** attached hereto and incorporated by reference herein, provided by Commercial Real Estate Investors LP to the City evidencing Reimbursable Commercial Real Estate Investors LP’s Development Project Costs incurred by Commercial Real Estate Investors LP with respect to Commercial Real Estate Investors LP Improvements as identified on **Exhibit F** attached hereto, which Commercial Real Estate Investors LP may submit to pay for Reimbursable Commercial Real Estate Investors LP’s Development Project Costs associated with Commercial Real Estate Investors LP Improvements.

**“City”** means the City of O’Fallon, St. Clair County, Illinois, an Illinois home rule municipality.

**“City Attorney”** means an attorney at law or firm of attorneys acceptable to the City and Commercial Real Estate Investors LP and serving in such capacity at any time on behalf of the City, duly admitted to the practice of law before the highest court of the State of Illinois.

**“City Council”** means the City Council of the City of O’Fallon, Illinois.

**“Commencement Date”** means the first day of the month following the first month in which the City receives Incremental Property Taxes pursuant to the TIF Act and such other authority as shall be applicable or any successor statutory revenues that are attributable to Commercial Real Estate Investors LP Improvements to be constructed within any portion of the Redevelopment Project Area pursuant to this Agreement.

**“Concept Plan”** means the plans for Commercial Real Estate Investors LP’s Development Project, together with all supplements, amendments or corrections submitted by Commercial Real Estate Investors LP and approved by the City in accordance with this Agreement, as set forth in **Exhibit C** hereto, as amended from time to time in accordance with this Agreement.

**“Corporate Authorities”** means the Mayor and the City Council.

**“Governmental Approvals”** means all plat approvals, re-zonings, text amendments or other zoning changes, site or development plan approvals, planned unit development approvals, conditional use permits, re-subdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or similar approvals, utility regulatory approvals, and other approvals pertaining to the roadway widenings and reconfigurations and intersection and other street improvements from the City, St. Clair County, the State of Illinois, the appropriate sewer and other utility authorities, the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, and other or similar approvals required for the implementation of Commercial Real Estate Investors LP’s Development Project.

**“Commercial Real Estate Investors LP’s Development Project”** means the development project for Commercial Real Estate Investors LP’s Parcel described in the Concept Plan attached hereto as **Exhibit C**, and consistent with the Redevelopment Plan.

**“Commercial Real Estate Investors LP’s Development Project Costs”** means the sum total of all reasonable or necessary costs actually incurred in performing Commercial Real Estate Investors LP’s Development Project and any such costs incidental to Commercial Real Estate Investors LP’s



Development Project which are authorized for reimbursement under the TIF Act and the Redevelopment Plan. **Exhibit G** provides an itemized list of such costs, which are available for reimbursement under the TIF Act and are included in the Reimbursable Redevelopment Project Costs under the Redevelopment Plan.

**“Commercial Real Estate Investors LP Improvements” and “Work”** mean all work necessary to prepare Commercial Real Estate Investors LP’s Parcel and to construct the improvements for Commercial Real Estate Investors LP’s Development Project as more fully described on **Exhibit F** hereto, the completion of which shall be evidenced as set forth in the Certificate of Substantial Completion, and all other work reasonably necessary to effectuate the intent of this Agreement.

**“Commercial Real Estate Investors LP’s Parcel”** means a parcel of real property located within the Redevelopment Project Area (defined below) that is approximately 3.18 acres, more or less, located on Lot 23 A & B of the plat of Central Park Plaza 3<sup>rd</sup> Addition 1<sup>st</sup> Amendment, in the City of O’Fallon, County of St. Clair and State of Illinois, and is depicted and more fully described in **Exhibit B**, upon which the Commercial Real Estate Investors LP Improvements will be constructed by Commercial Real Estate Investors LP.

**“Incremental Property Taxes”** means that portion of the ad valorem taxes, if any, arising from the taxes levied upon Commercial Real Estate Investors LP’s Parcel by any and all taxing districts or municipal corporations having the power to tax real property in Commercial Real Estate Investors LP’s Parcel, which taxes are attributable to the increases in the then current equalized assessed valuation of Commercial Real Estate Investors LP’s Parcel over and above the Total Initial Equalized Assessed Valuation of each such piece of property, all as determined by the County Clerk of the County of St. Clair, Illinois, pursuant to and in accordance with the TIF Act, and includes any replacement, substitute or amended taxes.

**“Intergovernmental Agreement”** means collectively any agreements and/or settlements entered into by and between the City and any taxing districts, including but not limited to the Central Scholl District No. 104 and O’Fallon High School District No. 203, pursuant to which the City may agree to pledge any portion of the Incremental Property Taxes generated each year within the Redevelopment Project Area to such taxing districts.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof.

**“Redevelopment Plan”** means a plan entitled “City of O’Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central Park Redevelopment Area” dated January 23, 2012, approved by the Corporate Authorities on May 7, 2012 pursuant to Ordinance No. 3754, as such plan may be amended from time to time.

**“Redevelopment Project Area”** means a certain area of the City known as the City of O’Fallon, St. Clair County, Illinois Tax Increment Finance District, and includes Commercial Real Estate Investors LP’s Parcel upon which Commercial Real Estate Investors LP’s Development Project will be implemented and constructed. The area consists of approximately 145 acres and is more particularly described in **Exhibit A** attached hereto and incorporated by reference herein.

**“Reimbursable Commercial Real Estate Investors LP’s Development Project Costs”** means those Commercial Real Estate Investors LP’s Development Project Costs that are eligible for reimbursement to Commercial Real Estate Investors LP from Incremental Property Taxes under the Redevelopment Plan and the TIF Act in accordance with this Agreement. Such costs shall include, but not

be limited to, all site development and land improvements (exclusive of land acquisition and retail building costs) necessary to implement Commercial Real Estate Investors LP's Development Project, including but not limited to grading and site preparation, mine remediation, construction and/or relocation of streets, roads, sidewalks, sanitary sewers, water mains, drainage and storm water control and detention facilities, legal, engineering and similar design costs provided in conjunction with constructing the eligible improvements.

**“Related Party”** means any party or entity related to Commercial Real Estate Investors LP by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

**“Special Tax Allocation Fund”** means the Special Tax Allocation Fund created pursuant to the TIF Act and Ordinance No. 3755 adopted by the City Council on May 7, 2012, and includes a Commercial Real Estate Investors LP's Subaccount and any other subaccounts into which the Incremental Property Taxes are from time to time deposited in accordance with the TIF Act, any Approving Ordinance, and this Agreement.

**“State”** means the State of Illinois.

**“Substantial Completion”** or **“Substantially Complete”** or **“Substantially Completed”** means the date on which Commercial Real Estate Investors LP delivers the Certificate of Substantial Completion with respect to a phase of the Commercial Real Estate Investors LP Improvements component of Commercial Real Estate Investors LP's Development Project to the City.

**“TIF Act”** means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*, as amended.

**“TIF Ordinance”** means Ordinance No. 3753 adopted by the City Council on May 7, 2012, adopting tax increment financing for the Redevelopment Project Area, including Commercial Real Estate Investors LP's Parcel.

**“Total Initial Equalized Assessed Valuation”** means the total initial equalized assessed value of the taxable real property within Commercial Real Estate Investors LP's Parcel as determined by the County Clerk of the County of St. Clair, Illinois, for the calendar year 2013, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

## ARTICLE THREE

### CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) The word “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

- (d) Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- (g) The Mayor, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. Commercial Real Estate Investors LP is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.
- (h) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Commercial Real Estate Investors LP in a different manner, Commercial Real Estate Investors LP hereby designates its Managing Member, Darrell G. Shelton, as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Commercial Real Estate Investors LP and with the effect of binding Commercial Real Estate Investors LP in that connection (such individual being an “**Authorized Commercial Real Estate Investors LP Representative**”). Commercial Real Estate Investors LP shall have the right to change its Authorized Commercial Real Estate Investors LP Representative by providing the City with written notice of such change which notice shall be sent in accordance with **Section 8.6** of this Agreement.

## **ARTICLE FOUR**

### **DEVELOPER DESIGNATION AND REDEVELOPMENT PLAN**

**Section 4.1. Commercial Real Estate Investors LP Designation.** The City hereby selects Commercial Real Estate Investors LP to perform or cause to be performed the Work related to the Commercial Real Estate Investors LP Improvements and to construct or cause to be constructed the Commercial Real Estate Investors LP Improvements as provided in this Agreement.

**Section 4.2. Redevelopment Plan.** The City and Commercial Real Estate Investors LP agree to cooperate in implementing Commercial Real Estate Investors LP's Development Project in accordance with the Redevelopment Plan and the parties' respective obligations set forth in this Agreement.

## ARTICLE FIVE

### CONSTRUCTION OF COMMERCIAL REAL ESTATE INVESTORS LP'S DEVELOPMENT PROJECT

#### **Section 5.1. Performance of the Work.**

(a) **Commercial Real Estate Investors LP Improvements.** Commercial Real Estate Investors LP shall advance funds for and commence and complete each of its obligations (or cause the completion of its obligations by entering into agreements with third parties) under this Agreement with respect to the acquisition, construction and completion of the Commercial Real Estate Investors LP Improvements in accordance on or before May 1, 2014.

(b) **Construction Schedule.** The performance of Commercial Real Estate Investors LP set forth in this section is premised on Commercial Real Estate Investors LP receiving timely approval by the City Council of all planning approvals required to accommodate the Concept Plan, including uses requested by Commercial Real Estate Investors LP for Commercial Real Estate Investors LP's Development Project and the timely review and issuance by the City of all Governmental Approvals within its control. Performance hereunder is also premised on the receipt by Commercial Real Estate Investors LP, with a copy to the City, of an opinion of the City Attorney as to the validity and enforceability under Illinois law of this Agreement.

#### **Section 5.2. Governmental Approvals; Extension of Time.**

(a) **Parties to Cooperate.** The City agrees to cooperate with Commercial Real Estate Investors LP and to expeditiously process and timely consider all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State, and this Agreement. The parties specifically agree to use their best efforts to cooperate with each other to obtain all necessary permits and approvals by the Illinois Department of Transportation and other public entities necessary to carry out Commercial Real Estate Investors LP's Development Project. The City agrees to cooperate with Commercial Real Estate Investors LP in Commercial Real Estate Investors LP's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the City and upon request of Commercial Real Estate Investors LP, will promptly execute any applications or other documents (upon their approval by the City) which Commercial Real Estate Investors LP intends to file with such other governmental or quasi-governmental entities in connection with Commercial Real Estate Investors LP's Development Project. The City shall further promptly respond to, or process, and consider reasonable requests of Commercial Real Estate Investors LP for: applicable demolition permits, building permits; driveway permits; curb cut permits, or other permits necessary for the construction of Commercial Real Estate Investors LP's Development Project.

(b) **Extension of Time.** Notwithstanding any provision of this Agreement to the contrary, Commercial Real Estate Investors LP may, upon reasonable cause shown, request the Mayor or his designee to extend or waive times for performance. The Mayor or his designee may, but is not required to, consent to such extensions or waivers for a period not exceeding one year without further action by the Corporate Authorities. In the event that the Mayor or his designee extends or waives time

for Commercial Real Estate Investors LP's performance under **Section 5.1(a)** of this Agreement, the City's time for performance under **Section 5.1(b)** shall be extended to conform to Commercial Real Estate Investors LP's extended time for performance.

### **Section 5.3. Concept Plan.**

(a) **Approval of Concept Plan.** The Concept Plan, attached hereto as **Exhibit C** has been approved by the Corporate Authorities.

(b) **Changes.** Commercial Real Estate Investors LP may make changes to the Concept Plan or any aspect thereof as site conditions or other issues of feasibility may dictate, as may be necessary or desirable to address the acquisition of additional real property to be included in Commercial Real Estate Investors LP's Parcel or alterations in the description of the real property to be included in Commercial Real Estate Investors LP's Parcel, or as may be necessary or desirable in the determination of Commercial Real Estate Investors LP to enhance the economic viability of Commercial Real Estate Investors LP's Development Project, in a manner consistent with applicable City ordinance. The Concept Plan shall also be deemed to be modified from time to time to reflect changes to the locations and configurations of the improvements which comprise Commercial Real Estate Investors LP's Development Project to the extent such changes are initiated by Commercial Real Estate Investors LP or are accepted by Commercial Real Estate Investors LP in connection with the processing and approval of a concept plan, a site/improvement plan or other Governmental Approvals for Commercial Real Estate Investors LP's Development Project.

### **Section 5.4. Construction of Commercial Real Estate Investors LP Improvements.**

(a) **Contracts/Commercial Real Estate Investors LP to Control Construction.** Commercial Real Estate Investors LP may enter into one or more construction contracts to complete the Commercial Real Estate Investors LP Improvements. Commercial Real Estate Investors LP shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, and construction of the Commercial Real Estate Investors LP Improvements, provided that the same shall, in any event, conform to and comply with the terms and conditions of the Redevelopment Plan and this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(b) **Modification of Construction.** Subject to the provisions set forth in **Section 5.1(a)** regarding Commercial Real Estate Investors LP Improvements, during the progress of Commercial Real Estate Investors LP's Development Project, Commercial Real Estate Investors LP may make such reasonable changes, including, without limitation, modification of the construction schedule, modification of the areas in which Commercial Real Estate Investors LP's Development Project is to be performed or on which buildings or other improvements are to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of Commercial Real Estate Investors LP's Development Project, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any portion of Commercial Real Estate Investors LP's Parcel or as may be necessary or desirable, in the discretion of Commercial Real Estate Investors LP, to enhance the economic viability of Commercial Real Estate Investors LP's Development Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that Commercial Real Estate Investors LP's Development Project as modified shall generally conform to the development concept shown on the Concept Plan, and shall comply with applicable law and code, subject to any variances and other Governmental Approvals.

(c) **Modifications After Substantial Completion.** After Substantial Completion of the Commercial Real Estate Investors LP Improvements, the remaining portion of Commercial Real Estate Investors LP's Parcel may be regraded, reconfigured, redeveloped or otherwise modified, improvements within the remaining portion of Commercial Real Estate Investors LP's Parcel may be reconfigured, expanded, contracted, remodeled, reconstructed, replaced, or otherwise modified, and new improvements may be added to the remaining portion of Commercial Real Estate Investors LP's Parcel, and demolition may be undertaken in connection therewith, from time to time and in such manner as Commercial Real Estate Investors LP (or its successor(s) in interest, as owner or owners of the affected portion(s) of Commercial Real Estate Investors LP's Parcel) may determine, provided that any such modifications shall comply with applicable law and code, subject to any variances and other Governmental Approvals.

#### **Section 5.5. Certificate of Substantial Completion.**

(a) **Commercial Real Estate Investors LP Improvements.** To establish the completion date of the Commercial Real Estate Investors LP Improvements, Commercial Real Estate Investors LP shall furnish to the City a Certificate of Substantial Completion upon completion of the Commercial Real Estate Investors LP Improvements as described in **Exhibit F** attached hereto.

(b) **City Review.** The City shall, within thirty (30) days following delivery of the Certificate of Substantial Completion with respect to the Commercial Real Estate Investors LP Improvements, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The certificates shall be deemed verified and the Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such thirty (30)-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes Commercial Real Estate Investors LP with specific written objections to the status of performance based on failure of the construction to be in accordance with Governmental Approvals issued by the City, describing such objections and the measures required to correct such objections in reasonable detail. Commercial Real Estate Investors LP shall use reasonable efforts to cure such objections. The City shall have no basis to object to the Certificate of Substantial Completion with respect to any aspect of the construction that was previously inspected and approved.

(c) **Recording Certificates of Substantial Completion.** Upon acceptance of the Certificate of Substantial Completion of the Commercial Real Estate Investors LP Improvements by the City or upon the lapse of thirty (30) days after delivery thereof to the City without any written objections by the City or request by the City for additional time for review, not to exceed an additional ten (10) days, Commercial Real Estate Investors LP may record the Certificate of Substantial Completion with respect to each phase of the Commercial Real Estate Investors LP Improvements with the St. Clair County Recorder, and the same shall constitute evidence of the satisfaction of Commercial Real Estate Investors LP's agreements and covenants to perform the Work with respect to such phase (as applicable) of the Commercial Real Estate Investors LP Improvements pursuant to this Agreement.

### **ARTICLE SIX**

#### **REIMBURSEMENT OF DEVELOPMENT COSTS**

**Section 6.1. Pledge of Incremental Property Taxes.** In consideration of Commercial Real Estate Investors LP's undertaking of Commercial Real Estate Investors LP's Development Project and

construction of the Commercial Real Estate Investors LP Improvements, including the incurring of Reimbursable Redevelopment Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes generated from Commercial Real Estate Investors LP's Parcel and deposited into the Special Tax Allocation Fund in accordance with this Agreement to pay Reimbursable Commercial Real Estate Investors LP's Development Project Costs incurred by Commercial Real Estate Investors LP. Except for a total of up to fifty percent (50%) of Incremental Property Taxes to be designated as "surplus funds" and/or distributed pursuant to the Intergovernmental Agreement, the City agrees that during the Agreement Term, the City shall not further encumber or pledge any portion of the Incremental Property Taxes generated from Commercial Real Estate Investors LP's Parcel to any other project or obligation or take any action inconsistent with the terms and intent of this Agreement.

**Section 6.2. Reimbursable Commercial Real Estate Investors LP's Development Project Costs.** Upon completion of Commercial Real Estate Investors LP's Development Project, Commercial Real Estate Investors LP may deliver to the City a Certificate of Reimbursable Commercial Real Estate Investors LP's Development Project Costs in substantially the same form as **Exhibit E** attached hereto for all Reimbursable Commercial Real Estate Investors LP's Development Project Costs incurred. Commercial Real Estate Investors LP shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify. Commercial Real Estate Investors LP shall also certify that such costs are eligible for reimbursement under the TIF Act. The City shall promptly approve or disapprove such Certificate, but in any event no later than thirty (30) days of the submittal thereof. If the City disapproves of the Certificate, it shall state in writing the reasons therefor, identifying the ineligible costs and the basis for determining the costs to be ineligible, whereupon Commercial Real Estate Investors LP shall have the right to identify and substitute other Commercial Real Estate Investors LP's Development Project Costs as Reimbursable Commercial Real Estate Investors LP's Development Project Costs with a supplemental application for payment. If the City fails to approve or disapprove the Certificate within thirty (30) days of the submittal thereof, the Certificate shall be deemed approved.

Upon approving the Certificate, or the Certificate being deemed approved, the City shall issue Commercial Real Estate Investors LP a non-recourse note ("Commercial Real Estate Investors LP TIF Note") which identifies the total amount City will pay Commercial Real Estate Investors LP for Reimbursable Commercial Real Estate Investors LP's Development Project Costs. As funds become available in the Special Tax Allocation Fund, the City will remit payment to Commercial Real Estate Investors LP within thirty (30) days from the time those funds first become available for distribution.

**Section 6.3. Reimbursement from Incremental Property Taxes Limited to Reimbursable Commercial Real Estate Investors LP's Development Project Costs.** The parties agree that each of the categories of costs set forth in the Redevelopment Plan constitute Reimbursable Commercial Real Estate Investors LP's Development Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. Subject to the provisions of the TIF Act, Commercial Real Estate Investors LP shall be entitled to reimbursement for Commercial Real Estate Investors LP's Development Project Costs from any of the categories set forth therein and as agreed to within this Redevelopment Agreement.

**Section 6.4. Annual Accounting and Adjustments.** After the close of each calendar year during the Agreement Term (in any event not later than February 15<sup>th</sup> of the February immediately following the close of the calendar year) the City shall cause its Treasurer or other financial officer charged with responsibility for the Special Tax Allocation Fund to provide to Commercial Real Estate Investors LP an accounting of the receipts and expenditures from the Special Tax Allocation Fund at the close of the calendar year.

## ARTICLE SEVEN

### SPECIAL TAX ALLOCATION FUND; COLLECTION AND USE OF INCREMENTAL PROPERTY TAXES

**Section 7.1. Certificate of Total Initial Equalized Assessed Value.** The City will provide to Commercial Real Estate Investors LP, simultaneous with the execution of this Agreement, a true, correct and complete copy of the calculation by the County Clerk of The County of St. Clair, Illinois, of the Total Initial Equalized Assessed Value of all taxable property within the Redevelopment Project Area, determined pursuant to the TIF Act, which calculation shall include a separate calculation of the Total Initial Equalized Assessed Value of Commercial Real Estate Investors LP's Parcel upon which the Commercial Real Estate Investors LP Improvements are to be constructed.

#### **Section 7.2 Special Tax Allocation Fund.**

**(a) Establishment of the Special Tax Allocation Fund and Other Funds and Accounts.** The City hereby agrees to cause its Treasurer to establish and maintain funds in a City of O'Fallon, Illinois Special Tax Allocation Fund ("Special Tax Allocation Fund") as well as a Commercial Real Estate Investors LP's Subaccount and any other accounts or subaccounts as required by the TIF Ordinance and this Agreement.

The Special Tax Allocation Fund shall be maintained by the City as a separate and distinct trust and the moneys therein shall be held, managed, invested, disbursed, and administered by the City. Except for the amounts of Incremental Property Taxes to be distributed pursuant to any Intergovernmental Agreement and/or applied by the City in accordance with the Redevelopment Plan, all moneys deposited in the Special Tax Allocation Fund shall be used solely for the purposes set forth in the applicable Approving Ordinance and as provided herein. The City's Treasurer shall keep and maintain adequate records pertaining to the Special Allocation Fund and any accounts required by the TIF Ordinance and all disbursements therefrom.

**(b) Deposits into the Special Tax Allocation Fund.** All TIF Revenues generated from Commercial Real Estate Investors LP's Parcel and any taxes, fees, or assessments subsequently enacted and imposed in substitution therefor and allocable to such accounts to the extent authorized by law shall be deposited into the Special Tax Allocation Fund as soon as they become available; provided, however, that Commercial Real Estate Investors LP's Reimbursable Development Project Costs are limited to fifty percent (50%) of the TIF Revenues generated from the Commercial Real Estate Investors LP Parcel. The City agrees to apply any and all interest earnings from moneys on deposit in the Special Tax Allocation Fund to be applied as provided in **Section 7.3** of this Agreement.

Except for the amounts of the Incremental Property Taxes to be distributed pursuant to any Intergovernmental Agreement (which shall not exceed fifty percent [50%] of the Incremental Property Taxes) and/or applied by the City in accordance with the Redevelopment Plan, the City agrees that during the Agreement Term, the City shall not further encumber or pledge, on a superior or parity lien basis, any portion of the Incremental Property Taxes to be deposited in or on deposit in and to the credit of the Special Tax Allocation Fund or take any action inconsistent with the terms and intent of this Agreement.

**Section 7.3. Application of Incremental Property Taxes.** The City hereby agrees to apply fifty percent (50%) of all Incremental Property Taxes generated from the Commercial Real Estate Investors LP Parcel as provided in this Agreement as follows:



(a) first, transfer to Commercial Real Estate Investors LP an amount sufficient to pay the outstanding amount due to Commercial Real Estate Investors LP for all Reimbursable Commercial Real Estate Investors LP's Development Project Costs and Commercial Real Estate Investors LP Improvements, up to but not to exceed Commercial Real Estate Investors LP's Development Project Costs identified in Exhibit G; and

(b) second, transfer any remaining amount to the City for application in accordance with this Agreement.

**Section 7.4. Cooperation in Determining Incremental Property Taxes.** The City and Commercial Real Estate Investors LP (or its successors in interest as owner or owners of any portion of Commercial Real Estate Investors LP's Parcel) agree to cooperate and take all reasonable actions necessary to cause the Incremental Property Taxes to be paid into the fund and accounts pursuant to this Agreement, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

## ARTICLE EIGHT

### GENERAL PROVISIONS

#### Section 8.1. Successors and Assigns.

(a) **Agreement Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

(b) **Assignment.** Until Substantial Completion of the Commercial Real Estate Investors LP Improvements, the rights, duties and obligations of Commercial Real Estate Investors LP under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed and shall be given upon a reasonable demonstration by Commercial Real Estate Investors LP of the proposed assignee's experience and financial capability to undertake and complete such portions of the Work or any component thereof proposed to be assigned, all in accordance with this Agreement; provided, however, nothing herein shall prevent Commercial Real Estate Investors LP from entering into retail leases with respect to the retail center to be constructed on the Commercial Real Estate Investors LP Parcel allowing such retail tenants to perform tenant improvement work prior to Substantial Completion of the Commercial Real Estate Investors LP Improvements. All or any part of Commercial Real Estate Investors LP's Parcel or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time following Substantial Completion of the Commercial Real Estate Investors LP Improvements, and the rights of Commercial Real Estate Investors LP named herein or any successors in interest under this Agreement or any part hereof may be assigned. Upon Commercial Real Estate Investors LP's transfer or conveyance of any part of or interest in Commercial Real Estate Investors LP's Parcel or assignment of any interest under this Agreement, as authorized by and pursuant to the provisions of this subparagraph, Commercial Real Estate Investors LP shall be released from further obligation under this Agreement with respect to such Redevelopment Project Area interest conveyed or rights assigned and such Redevelopment Project Area interest conveyed shall be released from further obligation under this Agreement.

(c) **City Consent to Assignment.** Notwithstanding any provision herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (a) the right

of Commercial Real Estate Investors LP to encumber or collaterally assign its interest in Commercial Real Estate Investors LP's Parcel or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of Commercial Real Estate Investors LP's Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (b) the right of Commercial Real Estate Investors LP to assign Commercial Real Estate Investors LP's rights, duties and obligations under this Agreement to a Related Party or among entities comprising Commercial Real Estate Investors LP. Notwithstanding any provision hereof to the contrary, the City hereby approves, and no prior consent shall be required in connection with Commercial Real Estate Investors LP's sale or lease of individual portions of Commercial Real Estate Investors LP's Parcel or subdivided lots in the course of the development of Commercial Real Estate Investors LP's Development Project and any Redevelopment Project Area interest conveyed shall be released from further obligation under this Agreement.

**Section 8.2. Remedies.** Except as otherwise provided in this Agreement and subject to Commercial Real Estate Investors LP's and the City's respective rights of termination hereof as set forth in **Sections 10.2** and **10.3**, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within sixty (60) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property in Commercial Real Estate Investors LP's Parcel which has been or is being developed or used in accordance with the provisions of this Agreement.

**Section 8.3. Force Majeure and Other Extensions of Time for Performance.**

(a) **Force Majeure.** Neither the City nor Commercial Real Estate Investors LP nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay in Commercial Real Estate Investors LP's construction of any phase of Commercial Real Estate Investors LP's Development Project caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings which restrict or impair the orderly development of any phase of Commercial Real Estate Investors LP's Development Project (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body which restrict or impair the orderly development of any phase of Commercial Real Estate Investors LP's Development Project, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, mine subsidence, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, failure to timely process or issue any permits and/or legal authorization by necessary governmental entity, including Governmental Approvals, failure of utilities to timely extend service to the site, shortage or delay in shipment of material or fuel, any actual or threatened litigation relating to the validity of this Agreement, the designation of Commercial Real Estate Investors LP's Parcel, the Redevelopment Plan, Commercial Real Estate Investors LP's Development Project, the adoption of tax increment financing under the TIF Act within Commercial Real Estate Investors LP's Parcel, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, or any of the ordinances approving the same, or other causes beyond the responsible party's reasonable control.

The party claiming any extension caused by force majeure shall have the burden of proof in establishing such cause.

**(b) Extension of Time for Performance.** In addition to the foregoing, periods provided herein for commencement or Substantial Completion of any phase of the Commercial Real Estate Investors LP Improvements shall be automatically extended for periods of delay in obtaining required planning approvals with respect to Commercial Real Estate Investors LP's Parcel or Governmental Approvals, and may also be extended, for reasonable cause, from time to time, upon application of Commercial Real Estate Investors LP to the City Council and upon finding by the City Council that the requested delay is reasonably justified, does not materially affect the ultimate completion of the phase of the Commercial Real Estate Investors LP Improvements.

**Section 8.4. Actions Contesting the Validity and Enforceability of the Development Plan, the Agreement and Related Matters.** If a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of Commercial Real Estate Investors LP's Parcel, any portion thereof, this Agreement, the designation of Commercial Real Estate Investors LP's Parcel, the Redevelopment Plan, Commercial Real Estate Investors LP's Development Project, the adoption of tax increment financing under the TIF Act within Commercial Real Estate Investors LP's Parcel, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, or any of the ordinances approving the same, the City shall promptly, and in any event prior to filing any responsive pleadings, notify Commercial Real Estate Investors LP in writing of such claim or action. Commercial Real Estate Investors LP may, at its option, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Commercial Real Estate Investors LP has assumed the defense and as to which Commercial Real Estate Investors LP will pay the costs and amounts of any such settlement or compromise) with counsel of Commercial Real Estate Investors LP's choosing, and the parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Commercial Real Estate Investors LP in any such proceeding. Subject to the provisions of the TIF Act and this Agreement, all costs incurred by Commercial Real Estate Investors LP and the City, as authorized by the Redevelopment Plan and this Redevelopment Agreement, shall be deemed to be Reimbursable Commercial Real Estate Investors LP's Development Project Costs and reimbursable from moneys in the Special Tax Allocation Fund, subject to **Article VI and Article VII** hereof. In the event Commercial Real Estate Investors LP does not elect to assume the defense of such claim or action, the City shall undertake such defense, shall copy Commercial Real Estate Investors LP and its counsel on all correspondence relating to any such action, shall consult with Commercial Real Estate Investors LP and its counsel throughout the course of any such action, and shall not settle or compromise any claim or action without Commercial Real Estate Investors LP's prior written consent.

**Section 8.5. Insurance.** Prior to the commencement of construction of any buildings that are part of Commercial Real Estate Investors LP Improvements, Commercial Real Estate Investors LP shall obtain or shall ensure that Commercial Real Estate Investors LP obtains workers' compensation and comprehensive general liability insurance coverage in amounts customary in the industry for similar type projects; provided, the City shall not be named as an "additional insured" with respect to any insurance policies and shall not have any rights or claims under any such insurance policies.

**Section 8.6. Notice.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally, or if deposited with a nationally recognized overnight courier service prepaid and specifying the overnight delivery and addressed to the party at its address as provided herein:

If to City: City Clerk  
City of O'Fallon  
255 South Lincoln  
O'Fallon, Illinois 62269

And: Dale M. Funk  
City Attorney  
807 West Highway 50, Suite 1  
O'Fallon, Illinois 62269

If to Darrell Shelton  
Commercial Real Estate Investors LP  
1331 Park Plaza Drive, Suite 4  
O'Fallon, IL 62269

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 8.7. Conflict of Interest.** No member of the Corporate Authorities, the Joint Review Board, or any branch of the City's government who has any power of review or approval of any of Commercial Real Estate Investors LP's undertakings, or of the City's contracting for goods or services for Commercial Real Estate Investors LP's Parcel, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. As provided in the TIF Act, any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

**Section 8.8. Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

**Section 8.9. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

**Section 8.10. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 8.11. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**Section 8.12. Representatives Not Personally Liable.** No official, agent, employee, City Attorney, or representative of the City (the "City Representatives") shall be personally liable to Commercial Real Estate Investors LP, and no shareholder, director, officer, agent, employee, consultant or representative of Commercial Real Estate Investors LP shall be personally liable to the City or the City

Representatives in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party under the terms of this Agreement.

**Section 8.13. Recordation of Agreement.** The parties agree to record a memorandum of this Agreement with the St. Clair County Recorder of Deeds. The City shall pay the recording fees for same.

**Section 8.14. Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and Commercial Real Estate Investors LP, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or Commercial Real Estate Investors LP, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or Commercial Real Estate Investors LP. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**Section 8.15. No Joint Venture, Agency or Partnership.** Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

**Section 8.16. Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

## ARTICLE NINE

### RELEASE AND INDEMNIFICATION

**Section 9.1. City.** The City and its governing body members, officers, agents and employees and the City Attorney shall not be liable to Commercial Real Estate Investors LP for damages or otherwise in the event that all or any part of the TIF Act, the Redevelopment Plan, Commercial Real Estate Investors LP's Development Project or this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Commercial Real Estate Investors LP is prevented from enjoying the rights and privileges herein; provided that nothing in this paragraph shall limit: (i) Claims by Commercial Real Estate Investors LP to Incremental Property Taxes pledged to payment of Reimbursable Commercial Real Estate Investors LP's Development Project Costs pursuant to this Agreement, or (ii) Actions by Commercial Real Estate Investors LP seeking specific performance of this Agreement, other relevant contracts, or of zoning or planning approvals or Governmental Approvals issued by the City.

All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City shall be personally liable to Commercial Real Estate Investors LP in the event of a default or breach by any party under this Agreement.

The City releases from, and covenants and agrees that Commercial Real Estate Investors LP, its members, officers, agents, and employees shall not be liable for any and all claims, suits, damages, expenses or liabilities arising out of (1) the acquisition of the portion of Commercial Real Estate Investors LP's Parcel owned by Commercial Real Estate Investors LP, (2) the operation of all or any part of Commercial Real Estate Investors LP's Parcel, or the condition of Commercial Real Estate Investors LP's Parcel, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of the City or its agents in connection with or relating to Commercial Real Estate Investors LP's Development Project or Commercial Real Estate Investors LP's Parcel, except for matters arising out of the negligence or malfeasance, misfeasance or nonfeasance of Commercial Real Estate Investors LP or any official, agent, employee, consultant, contractor or representative of Commercial Real Estate Investors LP.

**Section 9.2. Commercial Real Estate Investors LP.** Commercial Real Estate Investors LP releases from, and covenants and agrees that the City and its governing body members, officers, agents, and employees and the City Attorney shall not be liable for any and all claims, suits, damages, expenses or liabilities arising out of (1) the acquisition of the portion of Commercial Real Estate Investors LP's Parcel owned by Commercial Real Estate Investors LP, (2) the operation of all or any part of Commercial Real Estate Investors LP's Parcel, or the condition of Commercial Real Estate Investors LP's Parcel, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Commercial Real Estate Investors LP or its agents in connection with or relating to Commercial Real Estate Investors LP's Development Project or Commercial Real Estate Investors LP's Parcel, and (4) any loss or damage to Commercial Real Estate Investors LP's Parcel or any injury to or death of any person occurring at or about or resulting from any defect in the performance of the Commercial Real Estate Investors LP Improvements, except for matters arising out of the negligence or malfeasance, misfeasance or nonfeasance of the City or any official, agent, employee, consultant, contractor or representative of the City.

## ARTICLE TEN

### TERM

**Section 10.1. Term of Agreement.** This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate on expiration of the Agreement Term; provided that this Agreement may terminate sooner upon the earlier of the delivery of a written notice by Commercial Real Estate Investors LP or the City (and recordation of a copy of such notice with the St. Clair County Recorder) that this Agreement has been terminated pursuant to **Section 10.2, 10.3 or 10.4** hereof.

**Section 10.2. Commercial Real Estate Investors LP's Right of Termination.** Commercial Real Estate Investors LP has the right to terminate this Agreement at any time upon not less than sixty (60) days written notice to the City.

**Section 10.3. City's Right of Termination.** The City may only terminate this Agreement if Commercial Real Estate Investors LP fails to satisfy the provisions of **Section 5.1(a)** within the times specified therein and on such termination all rights and obligations of Commercial Real Estate Investors LP and the City hereunder shall terminate.

**Section 10.4. Cancellation.** In the event Commercial Real Estate Investors LP or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the

rights and privileges herein contained, or contained in the Redevelopment Plan, including Commercial Real Estate Investors LP's duty to construct Commercial Real Estate Investors LP Improvements, by the order of any court of competent jurisdiction, or in the event that all or any part of the TIF Act or any ordinance or resolution adopted by the City in connection with Commercial Real Estate Investors LP's Development Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Commercial Real Estate Investors LP or the City, then and in any such event, the party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of Commercial Real Estate Investors LP's Development Project materially affected) by giving written notice thereof to the other within thirty (30) days after such final decision or amendment. If the City terminates this Agreement pursuant to this **Section 10.4**, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Commercial Real Estate Investors LP for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

**Section 10.5. Obligations Remain Outstanding.** On termination of this Agreement pursuant to **Sections 10.2, 10.3 or 10.4**, all outstanding obligations of the City to reimburse Commercial Real Estate Investors LP from Incremental Property Taxes, and its outstanding Commercial Real Estate Investors LP TIF Note, as the case may be, shall remain outstanding. If Commercial Real Estate Investors LP has submitted to the City, within 60 days after the termination of this Agreement pursuant to this section, a Certificate of Reimbursable Commercial Real Estate Investors LP's Development Project Costs, but the City has not yet approved such certificate, the City shall review and process such certificates in accordance with **Section 5.5** hereof.

## ARTICLE ELEVEN

### REPRESENTATIONS OF THE PARTIES

**Section 11.1. Representations of the City.** The City hereby represents and warrants that (a) the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver this Agreement and to perform all terms and obligations of this Agreement, and (b) this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**Section 11.2. Representations of Commercial Real Estate Investors LP.** Commercial Real Estate Investors LP hereby represents and warrants that (a) Commercial Real Estate Investors LP has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings, (b) this Agreement constitutes the legal, valid and binding obligation of Commercial Real Estate Investors LP, enforceable in accordance with its terms.

## ARTICLE TWELVE

### EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the City, with said date being inserted on page 1 hereof.

**IN WITNESS WHEREOF**, the City and Commercial Real Estate Investors LP have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

(SEAL)

**CITY OF O'FALLON, ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney



COMMERCIAL REAL ESTATE INVESTORS LP,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF ST. CLAIR )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me appeared \_\_\_\_\_, to me personally known, who being, by me duly sworn, did say that he is the \_\_\_\_\_ of Commercial Real Estate Investors LP, a limited liability partnership in the state of Illinois, and that the foregoing instrument was signed on behalf of said partnership, and he further acknowledged said instrument to be the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

1213 TIF-1

A TRACT OF LAND BEING A PART OF LOT 22D OF CENTRAL PARK PLAZA 2<sup>ND</sup> ADDITION, 2<sup>ND</sup> AMENDMENT AS RECORDED IN DOCUMENT A02005516, ALL OF LOTS 22B AND 22C OF CENTRAL PARK PLAZA 2<sup>ND</sup> ADDITION, 1<sup>ST</sup> AMENDMENT AS RECORDED IN PLAT BOOK 104 PAGE 61, DOCUMENT A01354886, ALL OF LOT 24 OF MINOR SUBDIVISION OF LOT 24 OF CENTRAL PARK PLAZA 3<sup>RD</sup> ADDITION AS RECORDED IN PLAT BOOK 103 PAGE 59, DOCUMENT A01807519, ALL OF OUTLOT 1 OF CENTRAL PARK PLAZA 2<sup>ND</sup> ADDITION AS RECORDED IN PLAT BOOK 95 PAGE 5, DOCUMENT A01379449, ALL OF LOTS 26, 28 AND 30 OF CENTRAL PARK PLAZA 4<sup>TH</sup> ADDITION AS RECORDED IN PLAT BOOK 97 PAGE 75, DOCUMENT A01500041, ALL OF OUTLOT 2 OF CENTRAL PARK PLAZA 3<sup>RD</sup> ADDITION AS RECORDED IN PLAT BOOK 97 PAGE 38, DOCUMENT A01475405, ALL OF LOT 1 OF THE RESUBDIVISION OF LOT 2 OF PARKWAY LAKESIDE APARTMENT HOMES AS RECORDED IN DOCUMENT A02227637, ALL OF LOT 1 OF PARKWAY LAKESIDE APARTMENT HOMES AS RECORDED IN DOCUMENT A02206495, SAID TRACT BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 30 OF CENTRAL PARK PLAZA 4<sup>TH</sup> ADDITION; THENCE ALONG THE WEST LINE OF NORTH GREENMOUNT ROAD, SOUTH 02 DEGREES 46 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 285.46 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89 DEGREES 39 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 241.18 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 374.09 FEET TO THE NORTH LINE OF FRANK SCOTT PARKWAY; THENCE NORTH 84 DEGREES 16 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 136.57 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 328.10 FEET; THENCE SOUTH 86 DEGREES 00 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 164.57 FEET; THENCE NORTH 85 DEGREES 45 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 256.68 FEET; THENCE LEAVING SAID NORTH LINE OF FRANK SCOTT PARKWAY, NORTH 14 DEGREES 47 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 588.73 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 37 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 26 OF CENTRAL PARK PLAZA 4<sup>TH</sup> ADDITION FOR A DISTANCE OF 740.74 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1 OF THE RESUBDIVISION OF LOT 2 OF PARKWAY LAKESIDE APARTMENT HOMES; THENCE LEAVING SAID SOUTHWESTERLY LINE, SOUTH 35 DEGREES 44 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 12.52 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 461.74 FEET; THENCE

NORTH 70 DEGREES 47 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 166.69 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 365.62 FEET; THENCE SOUTH 22 DEGREES 52 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 35.93 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 45.01 FEET; THENCE SOUTH 30 DEGREES 53 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 180.71 FEET; THENCE SOUTH 36 DEGREES 52 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 33.94 FEET; THENCE SOUTH 38 DEGREES 27 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 222.44 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 207.79 FEET; THENCE SOUTH 35 DEGREES 46 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 25.71 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 360.70 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 7.06 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 22.19 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 6.85 FEET TO THE NORTH LINE OF SAID LOT 1 OF PARKWAY LAKESIDE APARTMENT HOMES; THENCE SOUTH 89 DEGREES 58 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 563.81 FEET; THENCE SOUTH 03 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 47.80 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 298.05 FEET TO THE NORTH LINE OF SAID FRANK SCOTT PARKWAY; THENCE NORTH 88 DEGREES 36 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 119.42 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 291.04 FEET; THENCE NORTH 80 DEGREES 50 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 120.20 FEET; THENCE NORTH 85 DEGREES 29 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 179.99 FEET; THENCE LEAVING SAID NORTH LINE OF FRANK SCOTT PARKWAY, NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 2127.64 FEET TO THE WESTERLY LINE OF SAID LOT 24 OF THE MINOR SUBDIVISION PLAT OF LOT 24 OF CENTRAL PARK PLAZA 3<sup>RD</sup> ADDITION ; THENCE LEAVING SAID WESTERLY LINE, NORTH 35 DEGREES 51 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 493.59 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 107.57 FEET TO SAID WESTERLY LINE OF SAID LOT 24 ; THENCE NORTH 30 DEGREES 18 MINUTES 33 SECONDS WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 540.97 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 1 OF CENTRAL PARK PLAZA 2<sup>ND</sup> ADDITION; THENCE SOUTH 87 DEGREES 57 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 125.00 FEET; THENCE NORTH 02 DEGREES 02 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 100.00 FEET; THENCE NORTH 46 DEGREES 35 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 501.21 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 1165.24 FEET TO THE SOUTHEAST CORNER OF DP GOLF CENTER INCORPORATED AS RECORDED IN DEED BOOK 2815 PAGE 2227; THENCE NORTH 89 DEGREES 42 MINUTES 27

SECONDS WEST FOR A DISTANCE OF 1240.97 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 138.43 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 400.04 FEET TO THE SOUTHWEST CORNER OF SAID DP GOLF CENTER INCORPORATED; THENCE NORTH 00 DEGREES 31 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 700.07 FEET TO THE NORTHWEST CORNER OF SAID DP GOLF CENTER INCORPORATED; THENCE SOUTH 89 DEGREES 42 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 1644.03 FEET TO THE NORTHEAST CORNER OF SAID DP GOLF CENTER INCORPORATED; THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 275.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 22 D OF CENTRAL PARK 2<sup>ND</sup> ADDITION, 2<sup>ND</sup> AMENDMENT; THENCE SOUTH 89 DEGREES 26 MINUTES 43 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22 D FOR A DISTANCE OF 403.88 FEET TO THE WEST LINE OF CENTRAL PARK (60.00 FEET WIDE) DRIVE; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 160.85 FEET AND A CHORD BEARING OF SOUTH 13 DEGREES 56 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 160.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22D, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 22B OF CENTRAL PARK PLAZA 2<sup>ND</sup> ADDITION, 1<sup>ST</sup> AMENDMENT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 213.94 FEET; THENCE SOUTH 30 DEGREES 18 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 1036.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22C OF CENTRAL PARK PLAZA 2<sup>ND</sup> ADDITION, 1<sup>ST</sup> AMENDMENT, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 24 OF MINOR SUBDIVISION OF LOT 24 OF CENTRAL PARK PLAZA 3<sup>RD</sup> ADDITION; THENCE SOUTH 30 DEGREES 18 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 1500.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24; THENCE LEAVING SAID CENTRAL PARK DRIVE, SOUTH 59 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 822.22 FEET; THENCE SOUTH 32 DEGREES 51 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 662.08 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 55.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 26 OF CENTRAL PARK PLAZA 4<sup>TH</sup> ADDITION; THENCE NORTH 46 DEGREES 32 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 820.00 FEET TO THE SOUTHWESTERLY LINE OF SAID CENTRAL PARK DRIVE; THENCE SOUTH 43 DEGREES 27 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 400.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3244.00 FEET, AN ARC LENGTH OF 547.44 FEET AND A CHORD BEARING OF SOUTH 38 DEGREES 36 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 546.79 FEET; THENCE SOUTH 33 DEGREES 46 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 462.83 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 204.03 FEET AND A CHORD BEARING OF SOUTH 47 DEGREES 22

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MINUTES 28 SECONDS EAST FOR A DISTANCE OF 202.12 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 139.75 FEET AND A CHORD BEARING OF SOUTH 67 DEGREES 30 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 139.13 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 78.03 FEET AND A CHORD BEARING OF SOUTH 82 DEGREES 01 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 77.92 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 148.16 FEET TO THE POINT OF BEGINNING, ENCOMPASSING AN AREA OF 128.00 ACRES MORE OR LESS.



1213 TIF-2

A TRACT OF LAND BEING ALL OF LOTS 23A AND 23B OF CENTRAL PARK PLAZA 3<sup>RD</sup> ADDITION, 1<sup>ST</sup> AMENDMENT AS RECORDED IN PLAT BOOK 104 PAGE 66, DOCUMENT A01 856670, A SUBDIVISION BEING A PART OF THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 23A, LOCATED ON THE NORTHEASTERLY LINE OF CENTRAL PARK (60.00 FEET WIDE) DRIVE; THENCE NORTH 59 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE NORTHWESTERLY LINES OF SAID LOT 23A AND 23B FOR A DISTANCE OF 472.95 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 23B; THENCE SOUTH 37 DEGREES 32 MINUTES 33 SECONDS EAST ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 250.74 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 52 DEGREES 32 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 168.82 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 79.17 FEET TO THE NORTHWESTERLY LINE OF CENTRAL PARK (50.00 FEET WIDE) CIRCLE; THENCE IN A NORTH WESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, FOR AN ARC LENGTH OF 76.51 FEET TO THE COMMON CORNER OF SAID LOT 23A AND 23B; THENCE SOUTH 59 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 197.91 FEET; THENCE NORTH 75 DEGREES 18 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 16.97 FEET TO THE NORTHEASTERLY LINE OF SAID CENTRAL PARK DRIVE; THENCE NORTH 30 DEGREES 18 MINUTES 33 SECONDS WEST ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 279.38 FEET TO THE POINT OF BEGINNING , ENCOMPASSING AN AREA OF 3.18 ACRES.



1213 TIF-3

A TRACT OF LAND BEING ALL OF LOT 23D OF CENTRAL PARK PLAZA 3<sup>RD</sup> ADDITION, 1<sup>ST</sup> AMENDMENT AS RECORDED IN PLAT BOOK 104 PAGE 66, DOCUMENT A01856670, A SUBDIVISION BEING A PART OF THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF CENTRAL PARK (50.00 FEET WIDE) CIRCLE WITH THE NORTHEASTERLY LINE OF CENTRAL PARK (60.00 FEET WIDE) DRIVE; THENCE ALONG SAID CENTRAL PARK CIRCLE THE FOLLOWING COURSES, NORTH 14 DEGREES 41 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 16.97 FEET; THENCE NORTH 59 DEGREES 41 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 197.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, FOR AN ARC LENGTH DISTANCE OF 57.84 FEET; THENCE SOUTH 37 DEGREES 27 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 138.07 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00, FOR AN ARC LENGTH DISTANCE OF 63.54 FEET; THENCE SOUTH 53 DEGREES 33 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 214.09 FEET; THENCE NORTH 80 DEGREES 37 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 16.72 FEET TO THE SAID NORTHEASTERLY LINE OF CENTRAL PARK DRIVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1970.00, FOR AN ARC LENGTH OF 148.69 FEET; THENCE NORTH 30 DEGREES 18 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 68.40 FEET TO THE POINT OF BEGINNING, ENCOMPASSING AN AREA OF 1.33 ACRES.

1213 TIF-4

A TRACT OF LAND BEING A PART OF LOTS 25C AND 25D OF CENTRAL PARK PLAZA 4<sup>TH</sup> ADDITION, 1<sup>ST</sup> AMENDMENT AS RECORDED IN PLAT BOOK 104 PAGE 9, DOCUMENT A01830816, A SUBDIVISION BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT 25C LOCATED ON THE NORTHEASTERLY LINE OF CENTRAL PARK (60.00 FEET WIDE) DRIVE; THENCE NORTH 46 DEGREES 29 MINUTES 08 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 25C FOR A DISTANCE OF 434.46 FEET; THENCE SOUTH 09 DEGREES 48 MINUTES 12 SECOND EAST FOR A DISTANCE OF 163.04 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 711.94 FEET, AN ARC LENGTH OF 392.26 FEET AND A CHORD BEARING OF SOUTH 28 DEGREES 00 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 387.32 FEET; THENCE SOUTH 44 DEGREES 04 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 102.37 FEET; THENCE SOUTH 61 DEGREES 12 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 19.78 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 25 D; THENCE SOUTH 46 DEGREES 29 MINUTES 08 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE FOR A DISTANCE OF 316.35 FEET TO THE SAID NORTHEASTERLY LINE OF CENTRAL PARK DRIVE; THENCE NORTH 33 DEGREES 46 MINUTES 53 SECONDS WEST ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 129.45 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,304.00 FEET, FOR AN ARC LENGTH OF 505.10 FEET, ENCOMPASSING AN AREA OF 4.60 ACRES.

A TRACT OF LAND BEING ALL OF LOT 29A OF CENTRAL PARK PLAZA 4<sup>TH</sup> ADDITION, 1<sup>ST</sup> AMENDMENT AS RECORDED IN PLAT BOOK 104 PAGE 9, DOCUMENT A01830816, A SUBDIVISION BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 29A; THENCE SOUTH 83 DEGREES 52 MINUTES 04 SECOND WEST FOR A DISTANCE OF 132.08 FEET TO THE NORTHEASTERLY LINE OF CENTRAL PARK (VARIABLE WIDTH) DRIVE; THENCE NORTH 89 DEGREES 36 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 9.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 72.44 FEET AND A CHORD BEARING OF NORTH 86 DEGREES 54 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 72.32 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 59.18 FEET AND A CHORD BEARING OF NORTH 76 DEGREES 42 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 59.12 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE OF CENTRAL PARK DRIVE, NORTH 00 DEGREES 23 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 297.69 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 245.42 FEET; THENCE SOUTH 03 DEGREES 25 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 25.43 FEET; THENCE SOUTH 05 DEGREES 04 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 276.84 FEET TO THE POINT OF BEGINNING, ENCOMPASSING AN AREA OF 1.84 ACRES.

1213 TIF-6

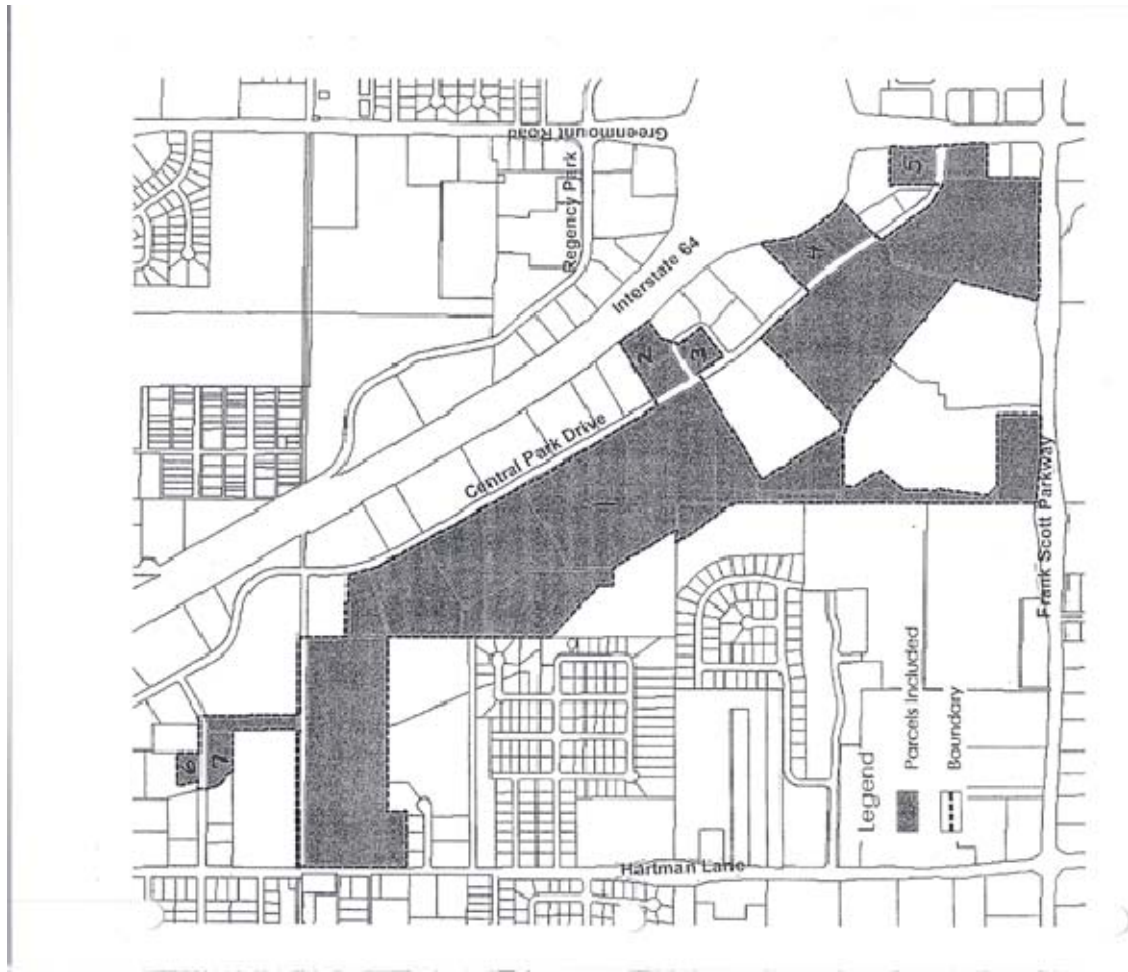
A TRACT OF LAND BEING ALL OF LOT 10C OF MINOR SUBDIVISION LOT 10 AND OULOT 1 AMENDED PLAT OF CENTRAL PARK PLAZA 1<sup>ST</sup> ADDITION, 1<sup>ST</sup> AMENDMENT AS RECORDED IN PLAT BOOK 105 PAGE 8, DOCUMENT A001879246, A SUBDIVISION BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10C LOCATED ON THE NORTH LINE OF PARK PLAZA (50.00 FEET WIDE) DRIVE; THENCE NORTH 89 DEGREES 22 MINUTES 05 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 193.10 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 37 DEGREES 59 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 12.33 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 130.49 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 24.17 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 219.13 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 154.56 FEET TO THE POINT OF BEGINNING, ENCOMPASSING AN AREA OF 0.77 ACRES.

1213 TIF-7

A TRACT OF LAND BEING ALL OF LOT 16 AND OUTLOT 2 AMENDED PLAT OF CENTRAL PARK PLAZA 1<sup>ST</sup> ADDITION, AS RECORDED IN PLAT BOOK 95 PAGE 31, DOCUMENT A0134823, A SUBDIVISION BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2, LOCATED ON THE SOUTH LINE OF PARK PLAZA (50.00 FEET WIDE) DRIVE; THENCE LEAVING SAID SOUTH LINE, SOUTH 00 DEGREES 11 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 651.88 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 110.01 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 450.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 280.20 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00, AN ARC LENGTH OF 90.92 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 89.01 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF SAID PARK PLAZA DRIVE; THENCE SOUTH 89 DEGREES 22 MINUTES 05 SECONDS EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 425.93 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 92.56 FEET TO THE POINT OF BEGINNING, ENCOMPASSING AN AREA OF 3.16 ACRES.



**EXHIBIT B**

**LEGAL DESCRIPTION OF COMMERCIAL REAL ESTATE INVESTORS LP'S PARCEL**

Lot 23A

Lot 23A of Central Park Plaza 3rd Addition, 1st Amendment A Resubdivision of Lot 23 of "Central Park Plaza 3rd Addition" and Outlot 1 of "Central Park Plaza 4th Addition, 1st Amendment", Being a Part of the Northwest, Northeast and Southeast Quarter of Section 36, Township 2 North, Range 8 West of the Third Principal Meridian City of O'Fallon, St Clair, Illinois reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in Book of Plats 104 Page 66 as Document NO. A01856670 and containing 1.40 acres

Parcel #03-36.0-201-009

Lot 23B

Lot 23B of Central Park Plaza 3rd Addition, 1st Amendment A Resubdivision of Lot 23 of "Central Park Plaza 3rd Addition" and Outlot 1 of "Central Park Plaza 4th Addition, 1st Amendment", Being a Part of the Northwest, Northeast and Southeast Quarter of Section 36, Township 2 North, Range 8 West of the Third Principal Meridian City of O'Fallon, St Clair, Illinois reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in Book of Plats 104 Page 66 as Document NO. A01856670 and containing 1.78 acres

Parcel #03-36.0-201-010







**EXHIBIT D**

**FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, Commercial Real Estate Investors LP, Inc., ( **“Commercial Real Estate Investors LP”**), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2014, between the City of O’Fallon, Illinois (the **“City”**) and Commercial Real Estate Investors LP (the **“Agreement”**), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, \_\_\_\_\_, the construction and installation of [a phase of] the Commercial Real Estate Investors LP Improvements in connection with Commercial Real Estate Investors LP’s Development Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. Such Commercial Real Estate Investors LP Improvements have been performed in a workmanlike manner.

3. This Certificate of Substantial Completion is being issued by Commercial Real Estate Investors LP to the City in accordance with the Agreement to evidence Commercial Real Estate Investors LP’s satisfaction of all obligations and covenants with respect to [a phase of ] the Commercial Real Estate Investors LP Improvements.

4. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to Commercial Real Estate Investors LP prior to the end of such thirty (30) day period), shall evidence the satisfaction of Commercial Real Estate Investors LP’s agreements and covenants to perform the Work related to Commercial Real Estate Investors LP Improvements.

This Certificate may be recorded in the office of the St. Clair County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COMMERCIAL REAL ESTATE INVESTORS LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted by:  
CITY OF O’FALLON, ILLINOIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

**FORM OF CERTIFICATE OF REIMBURSABLE COMMERCIAL REAL ESTATE INVESTORS LP'S  
DEVELOPMENT PROJECT COSTS**

Certificate of Reimbursable Commercial Real Estate Investors LP's Development Project Costs

TO: City of O'Fallon, Illinois  
Attention:

Re: City of O'Fallon, Illinois Tax Increment Finance District (Commercial Real Estate Investors LP, Inc.)

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of \_\_\_\_\_, 2014 (the "Agreement") between the City and Commercial Real Estate Investors LP. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1** hereto is a Reimbursable Development Project Cost and was incurred in connection with the construction of the Commercial Real Estate Investors LP Improvements in connection with Commercial Real Estate Investors LP's Development Project.

2. These Commercial Real Estate Investors LP's Development Project Costs have been have been paid by Commercial Real Estate Investors LP and are reimbursable under the TIF Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from Incremental Property Taxes and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon Commercial Real Estate Investors LP any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the component of the work for which this certificate relates have been issued and are in full force and effect.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

COMMERCIAL REAL ESTATE INVESTORS LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT F**

### **COMMERCIAL REAL ESTATE INVESTORS LP IMPROVEMENTS**

The Commercial Real Estate Investors LP Improvements involve the construction of a 61,000 square foot retail center. These improvements, in particular, will be built to accommodate certain retail businesses. Improvements also include, but are not limited to, all necessary support facilities such as:

- (1) utilities, including construction, reconstruction and/or relocation of utilities;
- (2) a parking lot and all parking lot improvements;
- (3) two curb cuts along Central Park Drive and one on Central Park Circle;
- (4) street improvements and landscaping;
- (5) storm water detention and drainage facilities and other infrastructure improvements required by the U.S. Army Corps of Engineers, St. Clair County or any other entity in order to obtain all necessary approvals and permits ; and
- (6) other infrastructure improvements appurtenant thereto, which are necessary to remove the Blighting Factors described within the Redevelopment Plan, including without limitation, environmental remediation and mine remediation to mitigate the risk of subsidence with respect to Commercial Real Estate Investors LP's Parcel as determined is necessary by Commercial Real Estate Investors LP in order for Commercial Real Estate Investors LP to complete the Commercial Real Estate Investors LP Improvements.

**Exhibit G**  
**Eligible Development Project Costs**

<u>Description</u>	<u>Estimated Cost</u>
1) Property and site preparation, assembly and development costs, land costs, including but not limited to demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, coal mine stabilization remediation and the grading and clearing of land	\$753,100.00
2) Mine Remediation – Studies, reports and mine remediation work	\$ 0.00
3) Site work – Clearing and grading (Earthwork), engineering, legal, construction management, development financing, and cost of the construction of public works or improvements (construction, reconstruction or repair of rights of way, streets, roadways, curbs and gutters, pedestrian walkways and sidewalks, street lighting, landscaping and utilities including sanitary sewer, storm sewers and drainage infrastructure, lift station, water lines and associated water treatment plant components) Water Line Sanitary Sewer Lines, Storm Water and Drainage Infrastructure, Sidewalk and Pedestrian Walkways and Engineering And Agency Fees	\$487,300.00
Total Estimated Eligible Costs	<hr style="width: 100%; border: 0.5px solid black;"/> \$1,240,400.00

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

ORDINANCE AMENDING THE 2014  
CODE OF ORDINANCES, CHAPTER 72  
TO INCLUDE 72.19, REGARDING  
PARKING

**WHEREAS**, the City currently maintains, as part of its Code of Ordinances, Chapter 72, Parking Regulations; and

**WHEREAS**, parking of certain motor vehicles is covered in two sections of Chapter 72; and

**WHEREAS**, it is in the best interest of the City to consolidate parking restrictions into one section and 72.26 will be repealed in its entirety.

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

Chapter 72 Parking Regulations of the City of O'Fallon Code of Ordinances is hereby amended as following:

**72.19 ON-STREET PARKING.**

Sub-section (C) is repealed in its entirety and replaced with the following:

(C) *Parking of certain vehicles restricted.* It shall be unlawful to park any commercial vehicle, truck, except those commonly referred to as "pick-up" trucks, any motor vehicle having a gross vehicle weight of more than 10,000 pounds or GVWR of more than 12,000 pounds and/or an overall length of more than 21 feet, trailer, semitrailer, travel trailers, or boats attached or unattached to vehicles on any street, except during loading and unloading, and that any commercial vehicle parked or stopped for the purpose of pick-up or delivery of residents and/or personal property for a period not to exceed eight hours shall be exempt. Fire Department vehicles, ambulances, and vehicles owned or used by the city are exempt.

**72.26 ~~"REPEALED"~~ PARKING OF CERTAIN VEHICLES RESTRICTED.**

Section 72.26 is repealed in its entirety.

~~(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~**MOTOR VEHICLE.** Every device in, upon, or by which any person or property is or may be transported or drawn upon a public thoroughfare, which is self-propelled, except those operated on rails.~~

~~**TRAILER.** Every vehicle without motive power in operation, designed for carrying persons or property and for being drawn by a motor vehicle.~~

~~(B) Prohibited vehicles. No trailer, commercial vehicle, truck, except those commonly referred to as "pick up" trucks, or any motor vehicle having a gross vehicle weight of more than three tons and/or an overall length of 21 feet or more, shall be parked on any street within the city, except during loading and unloading. Fire Department vehicles, ambulances, and vehicles owned or used by the city are exempt.~~

~~(1999 Code, § 72.21) (Ord. 925, passed 7-16-1979; Ord. 3314, passed 1-18-2005; Ord. 3361, passed 8-1-2005) Penalty, see § 72.99~~

(1999 Code, § 72.14) (Ord. 831, passed 11-7-1977; Ord. 1048, passed 2-23-1983; Ord. 1799, passed 11-20-1995; Ord. 3041, passed 1-16-2001) Penalty, see § 72.99

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 \_\_\_\_\_ 2014.

\*\*\*\*\*

ATTEST:

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

(seal)

of \_\_\_\_\_ 2014.

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

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

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

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



## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Eric Van Hook, Chief of Police  
Walter Denton, City Administrator  
**Date:** November 3, 2014  
**Subject:** Ordinance Amending Title VII: Chapter 70 - General Provisions, Chapter 72 - Parking Regulations, and Chapter 75 - Vehicle Conditions, Equipment and Loads.

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

### **Background:**

#### **Chapter 70:**

Section 70.001

Added definitions to the General Provisions regarding axle load, gross vehicle weight, special mobile equipment, and tandem axles.

#### **Chapter 72:**

Section 72.19, On-Street Parking - Sub-Section (C), will be repealed in its entirety and replaced with updated information regarding "Parking of Certain Vehicles Restricted".

Section 72.26 will be repealed in its entirety as a result of the updated information in Section 72.19.

#### **Chapter 75:**

Updated Chapter 75 to mirror state law. Preferred Truck Route streets were updated based on property use and street design. The routes had not been reviewed/modified in 20 years. Only the governing body responsible for maintaining a street may give oversize/overweight loads permission to travel on said street (usually by permit). A permit issuance process has been established which requires a permit for oversize and overweight vehicles/loads, operating on City maintained streets that are more than the state allowed maximums for size and weight. This ordinance is in line with state statute and IDOT provisions regarding permits and associated provisions.

**Legal Considerations, if any:** City attorney, Dale Funk, has reviewed.

**Budget Impact:** None

**Staff recommendation:** Approval.



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

ORDINANCE AMENDING THE 2014  
CODE OF ORDINANCES, CHAPTER 98:  
SECTION 98.13, OBSTRUCTIONS

**WHEREAS**, the City currently maintains, as part of its Code of Ordinances, Chapter 98, Streets and Sidewalks; and

**WHEREAS**, there are no provisions addressing roll-off containers; and

**WHEREAS**, it is in the best interest for the safety of motorist commuting in the City to require a permit be issued by the City prior to the placement of the roll-off containers.

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

Chapter 98 Streets and Sidewalks of the City of O'Fallon Code of Ordinances is hereby amended as follows:

Section 98.13 OBSTRUCTIONS, is hereby repealed in its entirety and replaced with the following:

98.13 OBSTRUCTIONS.

(A) *General prohibition.*

(1) No person shall place or cause to be placed or erected on any public ground, or in any public street, alley or sidewalk in the city any debris, materials or obstruction, except as may be permitted by this chapter.

(2) It shall be the duty of the police to exercise a vigilant supervision over such places and to notify any person found making such deposit, or responsible for the same, to remove the offending matter at once.

(B) *Exemptions.*

(1) Roll-off containers may be temporarily placed in the street or public right of way provided such roll-off container:

(a) Shall be used exclusively for garbage or refuse operations. For the purpose of this division (B), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*GARBAGE*: Has the same meaning as provided under ILCS Ch. 625, Act 5, § 1-123.7.

*REFUSE*: Has the same meaning as provided under ILCS Ch. 625, Act 5, § 1-169.5.

(b) Shall not be placed on the street public right of way for more than 14 days. Requests for an extension will be given full consideration and may be approved up to 14 days;

(c) Shall not exceed 8 feet 6 inches in width;

(d) Shall be placed parallel to and within 12 inches of the curb, or as close as practicable to the right edge of the right-hand shoulder;

(e) Can only be placed in an area on the public right of way that would normally be used for parking;

(f) Shall not be placed on the roadway at any place where official signs prohibit parking, unless expressly authorized by permit;

(g) Shall not be placed within 30 feet of any intersection or within 15 feet of a fire hydrant;

(h) Shall have reflective barricades placed one at the front corner closest to the traffic lane side and two at the rear, being one at each corner, of the roll-off container and shall remain in place until the roll-off container is removed.

(i) Shall not block any sidewalk;

(j) Shall only be placed in front of and not over any property line of the property it is being used on/at.

(2) The company or resident that places or causes to be placed the roll-off container shall be responsible for any damage from its placement to the street, curb, drainage structures or any public infrastructure.

(3) A permit issued by the City will be required prior to the placement of the roll-off container, at no cost.

(C) Cargo Containers cannot be placed in public right-of-way, unless there are circumstances that would prohibit placement on private property as outlined in Chapter 158, § 158.038 (Y) and only then, when approved by the City by permit. If that approval and permit are obtained, then the placement must comply with the provisions outlined in Chapter 98, § 98.13 (B) (1) b thru j.

(D) *Removal of obstructions; notice; building materials in street.* The Director of Public Works or his or her designee may move any obstruction on any street or sidewalk of the city; but, before doing so, he or she shall notify the person responsible therefore to remove such obstruction within a reasonable time after being notified. Any person engaged in erecting a

building or fence or improving any lot on such street may deposit materials thereon and contiguous to the street for such length of time as may be necessary for the work. The obstruction shall not extend to more than one-half of the width of the sidewalk, street or alley adjacent to such improvement and the gutter shall always be left free and unobstructed. Such person shall, at night, keep a red or yellow light on such material.

(1999 Code, § 98.14) (Ord. 3784, passed 12-3-2012) Penalty, see § 10.99

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 \_\_\_\_\_ 2014.

\*\*\*\*\*

ATTEST: Approved by the Mayor this \_\_\_\_\_ day  
 (seal) of \_\_\_\_\_ 2014.

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

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

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

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



## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Eric Van Hook, Chief of Police  
Walter Denton, City Administrator  
**Date:** November 3, 2014  
**Subject:** Ordinance Amending Title IX, Chapter 98 – Streets and Sidewalks.

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

### **Background:**

#### **Chapter 98:**

Section 98.13 will be repealed in its entirety and replaced with updated language to address roll-off dumpsters and containers.

**Legal Considerations, if any:** City attorney, Dale Funk, has reviewed.

**Budget Impact:** None

**Staff recommendation:** Approval.

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

ORDINANCE AMENDING THE 2014  
CODE OF ORDINANCES, CHAPTER 75:  
VEHICLE CONDITIONS, EQUIPMENT  
AND LOADS

**WHEREAS**, the City currently maintains, as part of its Code of Ordinances, Chapter 75, Vehicle Conditions, Equipment and Loads; and

**WHEREAS**, there is no City Permit to allow for oversized and overweight vehicles to travel on City maintained roadways that are more than the allowed State maximums for size and weight; and

**WHEREAS**, Condition and Equipment of Vehicles, Size, Weight, and Loads, and Overweight and Oversized Vehicle Permits need to comply with the Illinois Vehicle Code; and

**WHEREAS**, it is in the best interest of the City's infrastructure and motorists to repeal Chapter 75 in its entirety and be replaced.

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

Chapter 75 Vehicle Conditions, Equipment, and Loads of the City of O'Fallon Code of Ordinances is hereby repealed and replaced with the following:

CHAPTER 75: VEHICLE CONDITIONS, EQUIPMENT, AND LOADS

Section

*Condition and Equipment of Vehicles*

- 75.01 Scope and effect of equipment requirements
- 75.02 Gas and smoke
- 75.03 Noise
- 75.04 Mufflers, prevention of noise
- 75.05 Excessive engine braking noise prohibited

*Size, Weight and Loads*

- 75.15 Scope and effect of size, weight, and load regulations

- 75.16 Projecting loads on passenger vehicles
- 75.17 Protruding members of vehicles
- 75.18 Spilling loads prohibited
- 75.18A Covers or tarpaulins required for certain loads
- 75.19 Pushing of disabled vehicles
- 75.20 Limited load streets

***Overweight and Oversized Vehicle Permits***

- 75.30 Definitions
- 75.31 Permits
- 75.32 Applications for and Issuance of Permit
- 75.33 Police Escorts
- 75.34 Bonds, Indemnification and Insurance
- 75.35 Suspension and Reinstatement
- 75.36 Permit Fee Schedules

**CONDITION AND EQUIPMENT OF VEHICLES**

**§ 75.01 SCOPE AND EFFECT OF EQUIPMENT REQUIREMENTS.**

(A) It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved on any highway any vehicle or combination of vehicles which is in an unsafe condition as to endanger any person or property, or which does not contain those parts or is not at all times equipped with the lamps and other equipment in proper condition and adjustment as required in ILCS Ch. 625, Act 5, §§ 12-101 et seq., or which is equipped in any manner in violation of ILCS Ch. 625, Act 5, §§ 12-101 et seq., or for any person to do any act forbidden or fail to perform any act required under ILCS Ch. 625, Act 5, §§ 12-101 et seq.

(B) The provisions of ILCS Ch. 625, Act 5, §§ 12-101 et seq., with respect to equipment on vehicles shall not apply to implements of husbandry, road machinery, road rollers, or farm tractors, or to farm-wagon type trailers having a fertilizer spreader attachment permanently mounted thereon, having a gross weight of not to exceed 36,000 pounds and used only for the transportation of bulk fertilizer, or to farm-wagon type tank trailers of not to exceed 2,000 gallons capacity, used during the liquid fertilizer season as field-storage “nurse tanks,” supplying the fertilizer to a field applicator and highways only for bringing the fertilizer to a field applicator from a local source of supply to the farm or field or from one farm or field to another. (ILCS Ch. 625, Act 5, § 12-101) (1999 Code, § 75.01) Penalty, see § 70.999

**§ 75.02 GAS AND SMOKE.**

It shall be unlawful to operate any vehicle which emits dense smoke or such an amount of smoke or fumes as to be dangerous to the health of persons or to endanger the drivers of other vehicles.

(1999 Code, § 75.02) Penalty, see § 70.999

**§ 75.03 NOISE.**

It shall be unlawful to operate a vehicle which makes unusually loud or unnecessary noise.

(1999 Code, § 75.03) Penalty, see § 70.999

#### § 75.04 MUFFLERS, PREVENTION OF NOISE

Every motor vehicle driven or operated upon the highways of this City shall at all times be equipped with an adequate muffler or exhaust system in constant operation and properly maintained to prevent any excessive or unusual noise. No such muffler or exhaust system shall be equipped with a cutout, bypass or similar device. No person shall modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise of such vehicle above that emitted by the muffler originally installed on the vehicle, and such original muffler shall comply with all the requirements of this Section.

(ILCS Ch. 625, Act 5, § 12-602) Penalty, see § 70.999

#### § 75.05 EXCESSIVE ENGINE BRAKING NOISE PROHIBITED

- (A) The driver of a commercial vehicle, as defined in § 70.001 of this Code, is prohibited from operating or actuating any engine braking system that emits excessive noise. Signs shall be posted indicating the prohibition.
- (B) The sign shall state, "EXCESSIVE ENGINE BRAKING NOISE PROHIBITED". The state Department of Transportation shall adopt rules providing for the erection and placement of these signs.
- (C) This Section does not apply to the use of an engine braking system that has an adequate sound muffling system in proper working order that prevents excessive noise.
- (D) It is a defense to this Section that the driver used an engine braking system that emits excessive noise in an emergency to avoid a collision with a person or another vehicle on the highway.
- (E) A violation of this Section is an equipment violation punishable as provided in § 70.999.

(ILCS Ch. 625, Act 5, § 12-602.1) Penalty, see § 70.999

#### SIZE, WEIGHT AND LOADS

##### § 75.15 SCOPE AND EFFECT OF SIZE, WEIGHT, AND LOAD REGULATIONS.

(A) It is unlawful for any person to be in control of, to drive, to park, or move on, upon, or across, or for the owner to cause to knowingly permit to be parked, driven or moved on, upon, or across any highway any vehicle or combination of vehicles of a size and weight exceeding the limitations stated in ILCS Ch. 625, Act 5, §§ 15-101 et seq., or otherwise in violation of ILCS Ch. 625, Act 5, §§ 15-101 et seq.

(B) The provisions of ILCS Ch. 625, Act 5, §§ 15-101 et seq. governing size, weight, and load do not apply to fire apparatus or equipment for snow and ice removal operations owned or operated by the city, or to implements of husbandry, as defined in § 70.001, temporarily operated or towed in a combination upon a highway provided such combination does not consist of more than three vehicles or, in the case of hauling fresh, perishable fruits or vegetables from farm to

the point of first processing, not more than three wagons being towed by an implement of husbandry, or to a vehicle operated under the terms of a special permit.

(C) The provisions of ILCS Ch. 625, Act 5, §§ 15-101 et seq. governing size, weight, and load do not apply to any snow and ice removal equipment that is no more than 12 feet in width, if the equipment displays flags at least 18 inches square mounted on the driver's side of the snow plow. These vehicles must be equipped with an illuminated rotating, oscillating, or flashing amber light or lights, or a flashing amber strobe light or lights, mounted on the top of the cab and of sufficient intensity to be visible at 500 feet in normal sunlight. If the load on the transport vehicle blocks the visibility of the amber lighting from the rear of the vehicle, the vehicle must also be equipped with an illuminated rotating, oscillating, or flashing amber light or lights, or a flashing amber strobe light or lights, mounted on the rear of the load and of sufficient intensity to be visible at 500 feet in normal sunlight.  
(ILCS Ch. 625, Act 5, § 15-101)

(D) No person shall use the highways under the jurisdiction of the city in violation of weight and location restrictions and commercial vehicle restrictions set forth in any applicable ordinance.

Penalty, see § 70.999

Statutory reference:

Power of city to regulate loads, see ILCS Ch. 65, Act 5, § 11-40-1

#### § 75.16 PROJECTING LOADS ON PASSENGER VEHICLES.

No passenger-type vehicle shall be operated on any street with any load carried thereon extending beyond the line of the fenders on the left side of the vehicle, nor extending more than six inches beyond the line of the fenders on the right side thereof.

(ILCS Ch. 625, Act 5, § 15-105) (1999 Code, § 75.11) Penalty, see § 70.999

#### § 75.17 PROTRUDING MEMBERS OF VEHICLES.

No vehicle with boom, arm, drill rig, or other protruding component shall be operated upon any highway in this city unless the protruding component is fastened so as to prevent shifting, bouncing, or moving in any manner.

(ILCS Ch. 625, Act 5, § 15-106) (1999 Code, § 75.12) Penalty, see § 70.999

#### § 75.18 SPILLING LOADS PROHIBITED.

(A) No vehicle shall be driven or moved on any street unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking, or otherwise escaping therefrom, except that sand may be dropped for the purpose of securing traction, or water or other substance may be sprinkled on a roadway in cleaning or maintaining the roadway.

(B) No person shall operate on any highway any vehicle with any load unless the load and any covering thereon is securely fastened so as to prevent the covering or load from becoming loose, detached, or in any manner a hazard to other users of the highway.



(C) The state Department of Transportation shall adopt those rules and regulations it deems appropriate which require the securing of steel rolls and other objects on flatbed trucks so as to prevent injury to users of highways and damage to property. Any person who operates a flatbed truck on any highway in violation of the rules and regulations promulgated by the state Department of Transportation under this division shall be punished as provided in § 70.999. (ILCS Ch. 625, Act 5, § 15-109) (1999 Code, § 75.13) Penalty, see § 70.999

#### § 75.18A COVERS OR TARPAULINS REQUIRED FOR CERTAIN LOADS

(A) No person shall operate or cause to be operated, on a highway, any second division vehicle loaded with dirt, aggregate, garbage, refuse, or other similar material, when any portion of the load is falling, sifting, blowing, dropping or in any way escaping from the vehicle.

(B) No person shall operate or cause to be operated, on a highway, any second division vehicle having a gross vehicle weight rating of 8,000 pounds or more loaded with dirt, aggregate, garbage, refuse, or other similar material in or on any part of the vehicle other than in the cargo area. In addition, no person shall operate on any highway, such vehicle unless the tailgate on the vehicle is in good repair and operating condition and closes securely so as to prevent any load, residue, or other material from escaping.

(C) This Section shall not apply to the operation of highway maintenance vehicles engaged in removing snow and ice from the roadway, nor to implements of husbandry or other farm vehicles while transporting agricultural products to or from the original place of production.

(D) For the purpose of this Section "aggregate" shall include all ores, minerals, sand, gravel, shale, coal, clay, limestone or any other ore or mineral which may be mined.

(E) Notwithstanding any other penalty, whenever a police officer determines that the operator of a vehicle is in violation of this Section, as evidenced by the issuance of a citation for a violation of § 75.18A of this Code, or where a police officer determines that a dangerous condition exists whereby any portion of the load may fall, sift, blow, drop, or in any way escape or fall from the vehicle, the police officer shall require the operator to stop the vehicle in a suitable place and keep such vehicle stationary until the load has either been reduced, secured, or covered with a cover or tarpaulin of sufficient size to prevent any further violation of this Section.

(F) Any violation of the provisions of this Section shall be a petty offense punishable as provided in § 70.999.

(ILCS Ch. 625, Act 5, § 15-109.1) Penalty, see § 70.999

#### § 75.19 PUSHING OF DISABLED VEHICLES.

It is unlawful under any circumstances for any vehicle to push any other vehicle on or along any highway outside an urban area in this city, except in an extreme emergency, and then the vehicle shall not be pushed farther than is reasonably necessary to remove it from the roadway or from the immediate hazard that exists.

(ILCS Ch. 625, Act 5, § 15-114) (1999 Code, § 75.14) Penalty, see § 70.999

§ 75.20 LIMITED LOAD STREETS.

It shall be unlawful to operate any vehicle on any street in the city when the gross weight on the surface of the road through any axle of such vehicles exceeds 16,000 pounds. Where lower limits are imposed by law and signs indicating such limitations are posted, it shall be unlawful to operate a vehicle in excess of such weight on such street, except for the purpose of making delivery or picking up a load, in which case such vehicle may be driven on such street for not more than the minimum distance necessary for the purpose.

(1999 Code, § 75.15) Penalty, see § 70.999

***Cross-reference:***

*Preferred Truck routes, see Ch. 77, Schedule VI*

OVERWEIGHT AND OVERSIZED VEHICLE PERMITS

§ 75.30 DEFINITIONS.

For purposes of §§ 75.30 et seq., the following definitions apply:

- (A) One-way or single trip permit: one move from the point of origin to the point of destination. Any additional stops between the point of origin and the point of destination are expressly prohibited. Single trip permits are valid for 5 consecutive days from the date of issuance unless otherwise directed by the Police Department.
- (B) Round-trip movement: two trips over the same route in opposite directions. Round-trip permits are valid for 10 consecutive days from the date of issuance.
- (C) Quarterly permit: a permit issued to a single truck, truck-tractor power unit, or piece of special mobile equipment which is valid for unlimited moves for a period not to exceed three months from the date of issuance.
- (D) Annual permit: a permit issued to a single truck, truck-tractor power unit, or piece of special mobile equipment which is valid for unlimited moves for a period not to exceed one-year from the date of issuance.
- (E) Non-divisible: a vehicle and load will be considered non-divisible when further separating or dismantling the vehicle or load:
  - (1) Would require more than 8 work hours to dismantle using appropriate equipment. The applicant has the burden of proof as to the number of work hours required to dismantle the load.

- (2) Will compromise or destroy the intended use of the load only. A load can be either permanently mounted or temporarily secured equipment. Any parts, fluids, or material necessary to the operation of only the power unit portion of the vehicle shall be deemed non-divisible.
- (3) Would prohibit the vehicle from hauling one attachment that is necessary to the operation of the load. To be considered non-divisible, the attachment must be securely mounted to the load in the manner it is to be used and not carried as a separate object on the hauling vehicle. It is the duty of the applicant to declare such an attachment in the permit application.

§ 75.31 PERMITS.

(A) A permit shall be required for the movement of any vehicle or combinations of vehicles, that is non-divisible or is carrying a load that is non-divisible, while operating on roadways and bridges within the jurisdiction of the City which exceeds the following limits:

- (1) Maximum gross weight of more than 80,000 pounds;
- (2) Maximum single axle weight of more than 20,000 pounds;
- (3) Maximum tandem axle weight of more than 34,000 pounds.
- (4) Axle weights or series of axle weights that exceed the maximum limits set forth in 625 ILCS 15-111(a).
- (5) Maximum overall length of 42 feet for single vehicles;
- (6) Maximum overall length of more than 55 feet for tractor-semitrailer combinations;
- (7) Maximum overall length of more than 60 feet for all other combinations;
- (8) Maximum overall width of more than 8 feet, 6 inches;
- (9) Maximum overall height of more than 13 feet, 6 inches;

Exempt from permits are the following:

- (1) Fire department vehicles;
- (2) Those vehicles operating under an emergency declaration;
- (3) City owned vehicles engaged in emergency utility repair;
- (4) Equipment used for snow and ice removal, owned or operated by any governmental body.

(B) Permits shall be issued only in the name of a person, firm, business, or corporation that owns and operates the transporting vehicle or that operates the vehicle under a bona fide lease agreement.

(C) Permits for vehicles that are both overweight and/or oversize are valid only a half hour before sunrise until a half hour after sunset, on any day which a permit issued by the Illinois Department of Transportation is valid.

(D) Permits are non-transferable and apply only to the permittee.

(E) The City may issue revisions to permits:

(1) To correct an error attributed to the City;

(2) To correct an error attributed to the applicant, discovered before the move.

(3) To adjust weights, dimension or routes as issued on the permit, before the move is made.

(F) The permit, when issued, constitutes an agreement between the permittee and the City that the move described in the application will take place only as described. The permittee has the responsibility to report to the Police Department any inaccuracies or errors on the part of either the City or the permittee before starting any move. Undertaking the move is prima facie evidence of acceptance of the permit as issued and its terms.

(G) The routing prescribed in the permit constitutes the sole extent of the authority granted by the permit for the use of roads under the jurisdiction of the City, and any vehicle and/or load found to be off route will be considered off route and without a permit. Permits shall be in the drivers possession at all times unless otherwise directed by the Police Department and presented upon demand to any and all police officers for the purpose of inspection.

(H) Any vehicle(s) and/or load found to be divisible will render the permit null and void. The entire gross weight and axles weights of the vehicle(s) with the load are subject to legal weights. It is the duty of the applicant to verify the non-divisibility of the vehicle(s) before making application for the permit. The permit application itself is prima facie evidence that the applicant confirmed the vehicle(s) and/or load were non-divisible.

(I) If required, arrangement shall be made by the permittee to have the proper utilities notified, property moved, bridge or highway analysis performed and completed in advance of any permit movement.

(J) All movements under the permit shall be made in accordance with all applicable federal, State and local laws, ordinances, rules and regulations.

(K) Permits are null and void if altered for the purpose of deception. The permits issued under this section constitute the grant of a privilege by the City and may be denied or suspended for such reasons as the City may deem rationally related to its governmental interests including, but not limited to:

- (1) A permittee knowingly providing incorrect information in an application for a permit;
- (2) A permittee, its agents, or employees operating on a permit which has been altered for purposes of deception;
- (3) Non-compliance by permittee, its agents or employees with federal, State, or local ordinances pertaining to the transport of goods or operation of a vehicle engaged in the transport of goods;
- (4) Moving on City streets without a valid permit as required under this section.

(L) All single-trip or round-trip permits are limited to movements on assigned routes only.

(M) All quarterly or annual overweight permits are restricted to the following maximum limitations and routing:

- (1) 12 ft. in width
- (2) 13 ft. 6 in. in height
- (3) 115 ft. in length
- (4) May not move across bridges or structures that are posted or listed as such on the City truck route map.
- (5) May not move on a “no-truck” route that is posted or listed as such on the City truck route map, without written permission from a member of the Police Department.
- (6) May not use any City street as a cut-thru to avoid using a State, County, or Township highway.

These permits are subject to all standards of application set forth in § 75.32, except that the load may be interchanged provided none of the above listed maximum weight and size dimensions are exceeded. Quarterly and annual permits shall list the registration number and state for the power unit, and vehicle identification number (VIN). The serial number of the power unit, and/or owner applied number shall also be listed, if applicable.

Any violation of these terms will render the permit null and void, and subject the driver, firm, business, or corporation that owns the vehicle to legal weight and dimension laws. The arresting police officer will immediately confiscate the permit.

## § 75.32 APPLICATIONS FOR AND ISSUANCE OF PERMIT

(A) The City with respect to any roadway under its jurisdiction may upon application to the Police Department issue a permit to move an oversized and/or overweight vehicle, and/or load. All applications for permits shall be given full consideration. Permits for proposed moves may be issued:

- (1) When the City roadways and bridges will not be unduly damaged; and
- (2) When the safety of the traveling public will be adequately protected.

(B) The following information shall be included on the permit:

- (1) Company name, address, fax and telephone numbers.
- (2) Applicant name and contact number.
- (3) Whether the permit is for a single trip, round trip, or for multiple moves.
- (4) Description of hauling vehicle or power unit, including registration number, state and year.
- (5) Description of load to be moved and if the load is carrying an attachment.
- (6) Maximum dimensions, gross weight, and axle weights of vehicle including load.
- (7) Roads under the jurisdiction of the City to be traveled, including points of origin and destination
- (8) Any special conditions
- (9) Permit number

## § 75.33 POLICE ESCORTS

Police escorts are required for certain vehicles and loads as indicated in subsection herein. The total number of officers necessary to provide for a safe move shall be determined by the Police Department, based upon the size and weight of the permit move. Fees for escorts shall be in addition to the permit fees set forth herein. Escort fees shall provide for a minimum of 2 hours of service calculated by the most current overtime rate established by the Police Department.

## § 75.34 BONDS, INDEMNIFICATION AND INSURANCE

(A) The permittee shall assume total liability for any and all damages to streets, bridges, City owned appurtenances and private or public property while engaged in a permit move. The measure of liability is the cost for all repairs or replacement of property damaged by the permittee.

(B) The permittee shall indemnify and hold harmless the City or members of the Police Department from any costs, judgments or settlements, including attorneys' fees, arising from physical injuries, including loss of life, or damage to or loss of property related to acts or omissions by permittee, its officers, agents, or employees pursuant to the permit.

(C) Upon application for a permit each applicant shall provide evidence of a valid comprehensive general liability insurance policy, with an insurance company approved by the City, for protection against personal injury or property damage in the amount of \$1,000,000.00 per occurrence. The City shall be listed as a certificate holder on the policy.

#### § 75.35 DENIAL, SUSPENSION AND REINSTATEMENT

(A) Suspension of a current permit shall be for the time determined appropriate by the Police Department; however, reinstatement may be made upon conditions determined by the City and payment of all outstanding settlements or judgments.

(B) The Director of Public Safety or their designee shall administer and enforce §§ 75.30 et seq. and shall have the authority to grant, deny, suspend, or reinstate Permits. Any applicant or permittee denied a permit or who has had a permit suspended, upon request, shall be given a hearing before the Director of Public Safety and, if applicant or permittee desires, may appeal the decision to the Hearing Officer.

(C) No permits shall be issued to an applicant or company who has outstanding fees or payments due to the City.

#### § 75.36 PERMIT FEE SCHEDULES

(A) The City with respect to highways under its jurisdiction shall collect a fee as shown herein from applicants for the issuance of a permit to operate or move a vehicle or combination of vehicle(s), and/or loads, which fit the categories shown. Any axle or gross weight greater than the maximum weights set forth in this ordinance are subject to special assessment and investigation to determine appropriate fees.

(B) The Police Department is responsible for the billing, invoicing, and collection of permit fees. The Police Department, in their discretion, may make rules and regulations as to

acceptable methods of payment and due dates. Any unpaid permit fees will be turned over to a collection agency under contract of the City.

(C) Fee Schedule

(1) The fee schedule for single vehicles shall be as follows:

<u>CATEGORY</u>	<u>AXLES</u>	<u>MAX WEIGHTS</u>	<u>AXLES</u>	<u>SINGLE TRIP</u>	<u>ROUND TRIP</u>	<u>QUARTERLY</u>	<u>ANNUAL</u>
<u>1A</u>	<u>2</u>	<u>48,000</u> <u>25,000</u>	<u>GROSS ANY SINGLE AXLE</u>	<u>\$15.00</u>	<u>\$25.00</u>	<u>\$85.00</u>	<u>\$340.00</u>
<u>2A</u>	<u>2</u>	<u>54,000</u> <u>28,000</u>	<u>GROSS ANY SINGLE AXLE</u>	<u>\$20.00</u>	<u>\$35.00</u>	<u>\$100.00</u>	<u>\$400.00</u>
<u>3A</u>	<u>3+</u>	<u>60,000</u> <u>21,000</u> <u>40,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM</u>	<u>\$25.00</u>	<u>\$45.00</u>	<u>\$115.00</u>	<u>\$460.00</u>
<u>4A</u>	<u>3+</u>	<u>68,000</u> <u>25,000</u> <u>48,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM</u>	<u>\$30.00</u>	<u>\$55.00</u>	<u>\$130.00</u>	<u>\$520.00</u>
<u>5A</u>	<u>3+</u>	<u>72,000</u> <u>25,000</u> <u>48,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM</u>	<u>\$60.00</u>	<u>\$115.00</u>	<u>\$270.00</u>	<u>\$1080.00</u>
<u>6A</u>	<u>3+</u>	<u>80,000</u> <u>27,000</u> <u>54,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM</u>	<u>\$70.00</u>	<u>\$135.00</u>	<u>\$285.00</u>	<u>\$1140.00</u>
<u>7A</u>	<u>4+</u>	<u>72,000</u> <u>21,000</u> <u>40,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM</u>	<u>\$35.00</u>	<u>\$65.00</u>	<u>\$145.00</u>	<u>\$580.00</u>
<u>8A</u>	<u>4+</u>	<u>76,000</u> <u>23,000</u>	<u>GROSS ANY SINGLE AXLE</u>	<u>\$40.00</u>	<u>\$75.00</u>	<u>\$160.00</u>	<u>\$640.00</u>



		<u>44,000</u>	<u>2 AXLE TANDEM</u>				
<u>9A</u>	<u>4+</u>	<u>80,000</u> <u>27,000</u> <u>54,000</u> <u>60,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM 3 OR 4 AXLE GROUP</u>	<u>\$60.00</u>	<u>\$100.00</u>	<u>\$225.00</u>	<u>\$900.00</u>

(2) The fee schedule for combination vehicles shall be as follows:

<u>CATEGOR Y</u>	<u>AXLES</u>	<u>MAX WEIGHTS</u>	<u>AXLES</u>	<u>SINGLE TRIP</u>	<u>ROUND TRIP</u>	<u>QUARTERL Y</u>	<u>ANNUAL</u>
<u>1B</u>	<u>5+</u>	<u>88,000</u> <u>23,000</u> <u>44,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM or 3 OR 4 AXLE GROUP</u>	<u>\$30.00</u>	<u>\$55.00</u>	<u>\$190.00</u>	<u>\$760.00</u>
<u>2B</u>	<u>5+</u>	<u>100,000</u> <u>25,000</u> <u>48,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM or 3 OR 4 AXLE GROUP</u>	<u>\$40.00</u>	<u>\$75.00</u>	<u>\$220.00</u>	<u>\$880.00</u>
<u>3B</u>	<u>6+</u>	<u>110,000</u> <u>23,000</u> <u>44,000</u> <u>54,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM 3 or 4 AXLE GROUP</u>	<u>\$45.00</u>	<u>\$85.00</u>	<u>\$235.00</u>	<u>\$940.00</u>
<u>4B</u>	<u>6+</u>	<u>120,000</u> <u>25,000</u> <u>48,000</u> <u>60,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM 3 or 4 AXLE GROUP</u>	<u>\$50.00</u>	<u>\$95.00</u>	<u>\$250.00</u>	<u>\$1000.00</u> <u>0</u>
<u>5B</u>	<u>6+</u>	<u>143,000</u> <u>27,000</u> <u>54,000</u> <u>78,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM 3 or 4 AXLE GROUP</u>	<u>\$60.00</u>	<u>\$115.00</u> <u>0</u>	<u>\$325.00</u>	<u>\$1300.00</u> <u>0</u>
<u>6B</u>	<u>7+</u>	<u>162,000</u> <u>25,000</u> <u>50,000</u>	<u>GROSS ANY SINGLE AXLE 2 AXLE TANDEM</u>	<u>\$70.00</u>	<u>\$135.00</u> <u>0</u>	<u>\$400.00</u>	<u>\$1600.00</u> <u>0</u>

		<u>75,000</u> <u>100,000</u>	<u>3 AXLE GROUP</u> <u>4 AXLE GROUP</u>				
<u>7B</u>	<u>8+</u>	<u>187,000</u>	<u>GROSS</u> <u>SAME AXLE</u> <u>WEIGHTS AS 6B</u>	<u>\$80.00</u>	<u>\$155.0</u> <u>0</u>	<u>\$500.00</u>	<u>\$2000.0</u> <u>0</u>

(3) The fee schedule for overdimension (oversized vehicles) shall be as follows:

<u>CATEGOR</u> <u>Y</u>	<u>MAX SIZE</u>	<u>POLICE</u> <u>ESCORT</u>	<u>SINGLE</u> <u>TRIP</u>	<u>ROUND</u> <u>TRIP</u>	<u>QUARTERL</u> <u>Y</u>	<u>ANNUAL</u>
<u>1C</u>	<u>WIDTH: 10'</u> <u>HEIGHT: 13'6"</u> <u>LENGTH: 115'</u>	<u>NO</u>	<u>\$15.00</u>	<u>\$25.00</u>	<u>\$75.00</u>	<u>\$300.00</u>
<u>2C</u>	<u>WIDTH: 12'</u> <u>HEIGHT: 13'6"</u> <u>LENGTH: 115'</u>	<u>NO</u>	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$120.00</u>	<u>\$480.00</u>
<u>3C</u>	<u>WIDTH: 14'</u> <u>HEIGHT: 13'6"</u> <u>LENGTH: 115'</u>	<u>NO</u>	<u>\$30.00</u>	<u>\$55.00</u>	<u>\$165.00</u>	<u>\$660.00</u>
<u>4C</u>	<u>WIDTH: 18'</u> <u>HEIGHT: 16'</u> <u>LENGTH: 135'</u>	<u>YES</u>	<u>\$50.00</u>	<u>\$95.00</u>	<u>X</u>	<u>X</u>
<u>5C</u>	<u>WIDTH: &gt;18'</u> <u>HEIGHT: &gt;16'</u> <u>LENGTH: &gt;135'</u>	<u>YES</u>	<u>\$100.00</u>	<u>\$195.00</u>	<u>X</u>	<u>X</u>

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 \_\_\_\_\_ 2014.

\*\*\*\*\*

ATTEST:  
  
(seal)

Approved by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2014.

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

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

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

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



## CITY COUNCIL AGENDA ITEMS

**To:** Mayor Graham and City Council  
**From:** Eric Van Hook, Chief of Police  
Walter Denton, City Administrator  
**Date:** November 3, 2014  
**Subject:** Ordinance Amending Title VII: Chapter 75 - Vehicle Conditions, Equipment and Loads.

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

### **Background:**

#### **Chapter 75:**

Updated Chapter 75 to mirror state law. Preferred Truck Route streets were updated based on property use and street design. The routes had not been reviewed/modified in 20 years. Only the governing body responsible for maintaining a street may give oversize/overweight loads permission to travel on said street (usually by permit). A permit issuance process has been established which requires a permit for oversize and overweight vehicles/loads, operating on City maintained streets that are more than the state allowed maximums for size and weight. This ordinance is in line with state statute and IDOT provisions regarding permits and associated provisions.

**Legal Considerations, if any:** City attorney, Dale Funk, has reviewed.

**Budget Impact:** None

**Staff recommendation:** Approval.



**DRAFT MINUTES  
COMMUNITY DEVELOPMENT COMMITTEE  
5:30 PM Monday, October 27, 2014**

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: 5:30 PM

- I) **Roll Call** – *Committee members:* Jerry Albrecht (chair), Gene McCoskey, David Cozad, Ray Holden and Harlan Gerrish. *Other Elected Officials Present:* John Drolet, Herb Roach, Michael Bennett, and Richie Meile. *Staff:* Ted Shekell, Walter Denton, Jeff Stehman, Jim Cavins and Justin Randall. *Visitors:* Wayne Schmidt, Rober Booker, Charlie Pitts, Vern Malare and Ron Zelms.
- II) **Approval of Minutes from Previous Meeting** – All ayes. Motion carried.
- III) **Items Requiring Council Action**
  - A. Central Park Redevelopment Area TIF Redevelopment Agreement for Gander Mountain (1<sup>st</sup> Reading) – Ted Shekell informed the committee on the proposed TIF redevelopment agreement. Shekell indicated the agreement is the same agreement used for the Menards and retail center on Central Park. Wayne Schmidt explained the development situation and timeline with Gander Mountain. The committee discussed the TIF Redevelopment Agreement and recommended approval of the designation with a vote of 5-0.
  - B. 226 West State Street Landmark Designation (2<sup>nd</sup> Reading) – Ted Shekell informed the committee that Sal Cincotta is seeking a Local Historic Landmark Designation for the Wachter Building that he recently completed renovations on. The committee recommended approval of the designation with a vote of 5-0.
- IV) **Other Business**
  - A. Building Codes - Jeff Stehman provided an overview of the proposed change from the 2006 ICC Codes to the 2012 ICC Codes to the Council members. Stehman provided information on the process of meeting with the building committee and the need to update to the most current set of building codes. Ted Shekell explained there has been a request by the building team at St. Elizabeth's to design the hospital and medical office building under the 2012 codes.
  - B. General Project Updates – Ted Shekell provided a quick briefing of the work staff has been involved in with the Downtown planning effort.

MEETING ADJOURNED: 6:03 PM

NEXT MEETING: October 27, 2014 – 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

DRAFT

**Public Works Committee  
Minutes  
6:00 P.M.; October 27, 2014**

Minutes of a meeting of the City of O'Fallon's Public Works Committee, held in the Community Room of the Public Safety Building, City Hall, 285 N. Seven Hills Road, O'Fallon, Illinois on October 27, 2014.

CALL TO ORDER: Time: 6:06 P.M.

ROLL CALL: MEMBERS: Meile, Cozad, Bennett, Roach, Drolet

NON-COMMITTEE ALDERMEN: Hagarty; True, Gerrish, Holden, Albrecht

STAFF LIAISON: Bell, Sullivan, Bowman, Shewmaker, Nolan, Taylor, Denton,  
Mayor Graham

GUESTS: Vern Malare, Robert Booher, Charles Pitts, Ron Zelms, Joe Rushing, Karl Kombrink, Mike Henry, Alan Kookway, Bhutto Awwar, Stephan Johnston, Scott Munie, Dan Weidner, Gary Fohne, Debbie Fohne, Megan Fohne, Andy Brockhahn, Jon Williams, Paul Clauseen, Jim Munie, Mike Cook, Mark Wingreen, Jim Smith, Larry Henry, TJ Henry, Jason Helldoerfer, Gretchen Stadts, Stephanie Francis, John Halstead, Christie Livingston

Minutes from September 22, 2014 were approved.

**Item 1:** **AI:** MFT General Maintenance CY15 - IDOT requires the City Council to pass a resolution of support and provide the appropriate IDOT forms to allow in-house personnel use of MFT funds for maintenance of the streets in a municipality. This is a yearly requirement, and staff places that amount in the annual MFT budget to cover the costs. (Closed)

**Motion:** Committee recommends approval of the MFT required paperwork for CY2015 General Maintenance in the amount of \$50,000.00.

**Item 2:** **AI:** Ashland Avenue Design Proposal – Staff presented a design proposal from Kuhlmann Design Group, Inc. (KDG). The project would be for a new roadway from Hartman Lane to Central Park, consisting of two lanes and a center turn lane. KDG previously submitted an STP (Surface Transportation Program) grant application that was successful in garnering \$750,000.00 for the project's construction. (Closed)

**Motion:** Committee recommends approval of the proposal/agreement with Kuhlmann Design Group in the amount of \$115,155. Ayes: Meile, Cozad, Roach, Bennett; Present: Drolet

**Item 3:** **AI:** Porter Road Design Proposal – Staff presented a design agreement from Thouvenot, Wade & Moerchen, Inc. (TWM). The project is for reconstruction of Porter Road from the Porter/Simmons Roads Roundabout to the east approximately 1,100 feet to Obernuefemann Road. TWM previously submitted the STP grant application that was successful in garnering \$330,875.00 for the project's construction. (Closed)

**POI:** Point of Information

**AI:** Action Item

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**Motion:** Committee recommends approval of the agreement with Thouvenot, Wade & Moerchen in the amount of \$65, 000.00. Ayes: Meile, Cozad, Roach, Bennett  
Present: Drolet

With all agenda items actioned, the Committee, staff and a number of the guests in attendance had a spirited and lengthy discussion on the existing Request for Proposal (RFP) for sale of the City's Water and Wastewater Utilities. As a result of that discussion, the committee passed a motion to put an item on the next (November 24, 2014) Public Works Committee to discuss a public referendum to be placed on the April 2015 election ballot regarding the sale of the Water and Wastewater Utilities.

ADJOURNMENT: 7:35 P.M.

PREPARED BY: Heide Bell

Next regular meeting is scheduled for Monday, November 24, 2014 at 7:00 P.M., to be held in the Community Room at the Public Safety Building.

**POI:** Point of Information

**AI:** Action Item