



AGENDA  
COMMUNITY DEVELOPMENT COMMITTEE  
Monday, November 9, 2015

**6:00 PM**

**Public Safety Building  
285 North Seven Hills Road**

I) Roll Call

II) Approval of Minutes – October 26, 2015

III) Items Requiring Council Action – Monday, November 16, 2015

- A. Verizon Lease Agreement (1<sup>st</sup> Reading)
- B. SEPA – St. Jude's Christmas Tree Lot (Motion)
- C. 101 Dartmouth Drive Landmark Designation (2<sup>nd</sup> Reading) – NO CHANGE

IV) Other Business: None

**NEXT MEETING: November 9, 2015 – 6:00 P.M. – Public Safety Building**

General Citizen Comments: The City of O'Fallon welcomes comments from our citizens. The Illinois Open Meetings Act provides an opportunity for citizens to speak at all committee and Board meetings. However, 5 ILCS 120/1 mandates that NO action shall be taken on matters not listed on the agenda. Please submit your name to the chairman and limit your comments so that anyone present has the opportunity to speak.



MINUTES  
COMMUNITY DEVELOPMENT COMMITTEE  
6:00 PM Monday, October 26, 2015

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

CALL TO ORDER: 6:00 PM

- I) **Roll Call** – *Committee members:* Jerry Albrecht, Gene McCoskey, Ray Holden, Harlan Gerrish, David Cozad and Jerry Mouser. *Other Elected Officials Present:* Herb Roach, Matt Smallheer, Kevin Hagarty, Bob Kueker, Ned Droletand Richie Meile. *Staff:* Pam Funk, Ted Shekell, Jeff Stehman, Dale Funk, Jim Cavins and Justin Randall. *Visitors:* Diane Williams, Vern Malare, Debbie Arell-Martinez, Ed Martinez, Vicki Thorsen, Brian Keller, Vicki Jerry Juongon, Ron Zelms and Charlie Pitts.
- II) **Approval of Minutes from Previous Meeting** – All ayes. Motion carried.
- III) **Items Requiring Council Action**
  - A. 115 Elm Street – Acquisition & Demolition (Resolution) – Jeff Stehman and Dale Funk provided an overview on a residence at 115 Elm Street. Stehman explained the details of how the house has become abandon and Dale explained the process the city would like to proceed with to acquire and demolish the building. The committee discussed the proposal and recommended the resolution for approval with a vote of 6-0.
  - B. 101 Dartmouth Drive Landmark Designation (1<sup>st</sup> Reading) – Justin Randall provided a brief overview of the proposed local landmark designation and the residence importance to the history of the O'Fallon. Randall informed the committee the Historic Preservation Commission held a public hearing on the designation at their October 6, 2015 meeting and recommended the designation to the committee. The committee discussed the designation and recommended the designation for approval with a vote of 6-0.
- IV) **Other Business**
  - A. Downtown O'Fallon Area Action Plan – Ted Shekell introduced Diane Williams from Business District, Inc. Williams provided the committee with an overview of the downtown planning process and detailed the downtown action plan. The committee and attendees discussed the next steps moving forward for the downtown area and how to best proceed in implementing the recommendation from the plan.

MEETING ADJOURNED: 7:05 PM

NEXT MEETING: November 9, 2015 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner



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**MEMORANDUM**

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**TO:** Community Development Committee  
**FROM:** Justin Randall, Senior City Planner  
**THROUGH:** Ted Shekell, Director of Community Development  
**DATE:** November 9, 2015  
**SUBJECT:** Proposed Lease for Verizon Co-Locate on Sprint Flagpole Tower at Greenmount

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**Project Background and Summary**

The City entered a lease with Sprint in 2005 for a cell tower on a small parcel of land acquired from Greenmount development. The new tower owner, SBA, seeks to add Verizon to the tower. The City negotiated the lease through its special legal counsel, Dan Vogel, and after considerable effort finally obtained the necessary terms, with the City to receive 50% of any rent paid by Verizon to SBA, with a sum of at least \$1500/month, to be increased 3% annually. SBA also agrees to pay an upfront \$5000 payment to cover the City's costs of the negotiation. The agreement becomes void if all documentation is not approved by both parties by Jan. 31, 2016.

**Staff Recommendation**

Staff recommends approval of the proposed lease with Verizon.

**Attachments:**

1. Ordinance Approving Lease
2. Proposed Lease with Verizon

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

**AN ORDINANCE AUTHORIZING A FIRST  
AMENDMENT TO THE COMMUNICATIONS  
SITE LEASE AGREEMENT BETWEEN THE  
CITY AND SBA STEEL, LLC FOR THE PURPOSE  
OF AUTHORIZING A SUBLEASE TO  
VERIZON WIRELESS LLC**

**WHEREAS**, SBA Steel, LLC (“Lessee”) and the City of O’Fallon (“City”) are parties to a Communications Site Lease Agreement, dated March 21, 2005 (“Lease Agreement”) whereby Lessee leases certain land from the City for the operation and maintenance of a monopole “flagpole” style communications tower (the “Tower”) and certain ground level equipment consisting of approximately 2,500 square feet as more fully described in the Lease Agreement (the “Premises”); and

**WHEREAS**, Lessee desires to sublease a portion of the Tower and Premises to Verizon Wireless LLC (“Verizon”) to install certain equipment on the Tower and on the ground in an equipment shelter associated therewith, and Lessee has requested the City’s consent for such sublease as required by the Lease Agreement; and

**WHEREAS**, the City desires to amend the Lease Agreement to reflect the City’s consent for the Verizon sublease among other terms and requirements as specified in the amendment (“First Amendment”); and

**WHEREAS**, subject to applicable requirements and the attached terms of the First Amendment, the Mayor and City Council finds that entering into the First Amendment is in the best interests of the City;

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

**SECTION 1: Approval of Lease.** The Mayor or other designated City officials are hereby authorized to execute on behalf of the City the First Amendment between the City and Lessee in substantially the form of Exhibit A incorporated herein by reference.

**SECTION 2: Effective Date.** This ordinance shall be in full force and effect upon its passage and approval as required by law.

\*\*\*\*\*

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:  
(seal)

Approved by the Mayor this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

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City Clerk

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Mayor

**Exhibit A**

**First Amendment**

**FIRST AMENDMENT**  
**TO COMMUNICATIONS SITE LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**, entered into as of November \_\_, 2015 (the “Amendment”), between the **CITY OF O’FALLON, ILLINOIS** (“City” or “Lessor”), and **SBA STEEL LLC**, a Florida limited liability company (“Lessee”), modifies and amends the Communications Site Lease Agreement, dated March 21, 2005, between the City and Sprint Spectrum, L.P. (the “Original Lease Agreement”), as amended by that certain Acknowledgment and Amendment Agreement dated December 19, 2008, by and between the City and TowerCo Assets LLC (the “Acknowledgment” and Original Lease Agreement are collectively referred to herein as the “Lease Agreement” and are attached hereto as **Exhibit 1**).

**RECITALS:**

**WHEREAS**, Lessee is the successor in interest to SBA 2012 TC Assets, LLC, who is the successor in merger to TowerCo Assets LLC, as Lessee under the Lease Agreement; and

**WHEREAS**, Lessee and Lessor are parties to the Lease Agreement whereby Lessee leases certain land from Lessor for the construction and maintenance of a monopole “flagpole” style communications tower (the “Tower”) and certain ground level equipment consisting of approximately 2,500 square feet as described and depicted on Exhibit A to the Lease Agreement and as further depicted on the Site Plan attached as Exhibit B to the Lease Agreement (the “Premises”), as well as certain non-exclusive rights for access and utilities to serve the Tower; and

**WHEREAS**, Lessee desires to sublease a portion of the Tower and Premises to Verizon Wireless LLC (“Verizon”) to install certain equipment on the Tower and on the ground in an equipment shelter associated therewith, and Lessee has requested the City’s consent for such sublease as required by the Lease Agreement; and

**WHEREAS**, the parties desire to amend the Lease Agreement to reflect such consent to the Verizon sublease; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Lease Agreement as follows:

**TERMS:**

- Assignment and Subleasing**: Paragraph 20 of the Lease Agreement is hereby amended by adding thereto a new subparagraph (d) as follows:

(d) Lessor hereby consents, pursuant to Section 4(b) of the Lease Agreement, to Lessee subleasing space on the Tower and ground space on the Premises to Verizon pursuant to that Antenna Site Agreement, attached hereto as **Exhibit 2** (the “Verizon Sublease”), which Verizon Sublease is hereby authorized and approved by Lessor, conditioned and subject to the following requirements: (1) the equipment, and any improvements or replacements, installed by Verizon shall be consistent in appearance to the equipment currently on the Tower unless an alternative design is otherwise expressly requested and approved in writing at the reasonable discretion of the Lessor, shall comply with all City Code and Lease provisions, and shall not increase the height of the Tower; (2) Lessee shall pay to Lessor as Supplemental Rent, fifty (50%) percent of the rent (“Supplemental Rent”) received by Lessee from Verizon from the sublease obligations, with the proviso that the Supplemental Rent amount paid to Lessor shall not be less than \$1,500 per month (such minimum amount increasing 3% annually). All Supplemental Rent due Lessor pursuant to the terms of this subparagraph shall be due and payable monthly commencing as of the Effective Date defined below. In the event that Verizon (including any authorized successor subtenant to Verizon) is no longer a tenant on the Premises and is no longer obligated to pay rent and, only upon written notice to the City and removal of the subtenant’s equipment from the Premises, the Supplemental Rent payments contained herein shall cease, provided that Lessee shall not be entitled to a return of any pro-rata rent. Lessee acknowledges and agrees that Lessee and Lessee’s subtenant, Verizon (and all successor tenants as may be authorized), shall at all times be bound by the terms of the Lease Agreement and this Amendment and neither shall take any action in violation of the Lease Agreement and acknowledge that if either party shall take any action in violation of the Lease Agreement, it shall be deemed a breach of the Lease Agreement by Lessee.

Nothing within this consent shall be deemed in any way to permit Lessee or any other party to seek damages against the City or its officers, agents, attorneys, or employees, nor shall it waive the City’s sovereign immunity. Nothing herein shall authorize any sublease beyond the term of the Lease or authorize any sublease provision in violation of the Lease. For purposes of this Amendment, the term “Verizon” shall include any successor tenant to Verizon as may be hereafter authorized by Lessor pursuant to the Lease.

- 3. Notices.** Paragraph 17 of the Lease with respect to notice shall be amended to provide notice to the Lessee as follows:

SBA Steel LLC  
8051 Congress Avenue  
Boca Raton, Florida 33487-1307  
Attn: Site Administration

With a copy to:

SBA Steel LLC

8051 Congress Avenue  
Boca Raton, Florida 33487-1307  
Attn: General Counsel

4. **Entire Agreement:** This Amendment and the Lease Agreement represent the entire agreement of the parties. Any further amendment to the Lease Agreement shall be mutually agreed to in writing by the parties. Except as specifically modified by this Amendment, all remaining terms in the Lease Agreement shall be in full force and effect through the expiration of the Lease Agreement. To the extent this Amendment conflicts with any terms of the Lease Agreement, this Amendment shall prevail.
  
5. **Effective Date:** This Amendment shall be effective (the "Effective Date") upon the occurrence of the last of the following, each of which is a condition precedent to the operation of this Amendment: (1) execution of the Verizon Sublease in the form attached hereto as **Exhibit 2** or in such other form as may be approved by the City; (2) the approval, if required, of Greenmount, which approval shall be obtained by the City; (3) the granting of a building permit by the City authorizing Verizon to install its equipment and operate on the Premises; and (4); delivery to Lessor of \$5,000 as an administrative fee pursuant to Section 20 of the Lease. The parties agree that if Lessee receives rent from Verizon for the sublease for any period prior to the Effective Date, Lessee shall be obligated to pay 50% of such amount to Lessor, irrespective of the Effective Date of this Agreement. This Amendment shall be void and of no force and effect if the Effective Date does not occur on or before January 31, 2016.

**NOW THEREFORE**, the parties have mutually agreed to this Amendment as of the \_\_\_\_ day of November 2015.

**LANDLORD:  
CITY OF O'FALLON, ILLINOIS**

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

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

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

Date: \_\_\_\_\_

STATE OF ILLINOIS            )

  )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for said state, personally appeared \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of City of O'Fallon, State of Illinois, an Illinois municipal corporation, and that said instrument was signed on behalf of said corporation by authority of its governing board, and he/she acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

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

My commission expires:

**LESSEE:**  
**SBA STEEL LLC**, a Florida limited liability  
company

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

STATE OF FLORIDA        )  
  )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for said state, personally appeared \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of SBA Steel LLC, a Florida limited liability company, and that said instrument was signed on behalf of said corporation by authority of its governing board, and he/she acknowledged said instrument to be the free act and deed of said corporation.

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

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

My commission expires:

**Exhibit 1**

The Lease

**Exhibit 2**

The Verizon Sublease

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MEMORANDUM

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**TO:** Community Development Committee  
**FROM:** Justin Randall, Senior City Planner  
**THRU:** Ted Shekell, Community Development Director  
**DATE:** November 9, 2015  
**SUBJECT:** Special Event Permit for St. Jude's Crusaders Charity Christmas Tree Lot (MOTION)

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**Summary**

- The applicant, Dave Wolf for St. Jude's Crusaders in O'Fallon, is requesting approval of a special event permit for a Christmas Tree Lot to be held from November 27, 2015 to December 23, 2014 at 406 W Hwy 50 (Gator's Frozen Custard lot).
- Hours of Operation
  - Monday-Friday 12:00 pm to 9:00 pm
  - Saturday 9:00 am to 6:00 pm
  - Sunday 12:00 pm to 6:00 pm
- The event is being held to raise money for Saint Jude's Crusaders, a not for profit organization. This same tree sales event was held at this location for several years.
- The applicant requests approval for one 32 square foot sign to be placed at the entrance to the parking lot from Hwy 50 to advertise the Christmas tree sales.
- Parking and restrooms will be provided on site.

**Staff Recommendation:** The Fire Department had comments included below. The Police Department had no issues with the application. Staff recommends approval of the Special Event Permit with the following conditions:

1. The trees should not be within 10 feet of the building which could be a fire hazard.
2. Open burning on the lot must be in a commercial burn pit and shall not be located within 10 feet of the building or combustibles. Fire pit needs to be monitored at all times and completely extinguished at the close of business.
3. Sufficient lighting must be provided during evening hours.
4. Signage is limited to one 32 sq. ft. sign.
5. All temporary structures and facilities must be removed within 10 calendar days after the expiration of the special event permit.

Community Development Department

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

RECEIVED OCT 27 2015



COMMUNITY DEVELOPMENT DEPARTMENT
255 S. Lincoln Avenue, 2nd Floor
O'Fallon, IL 62269
Ph: (618) 624-4500 x4
Fax: (618) 624-4534

Attach proof of not-for-profit status with application
OR
Provide \$50.00 application fee with application

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: ST. JUDE CRUSADERS CHARITY TREE LOT
Location of Event: GATORS
Name of Event Organization: ST. JUDE CRUSADERS
Name of person in charge of event (applicant) and mailing address: DAVID WOLF
1808 CABINETS CT., O'FALLON IL 62269
Phone: 618-792-1884 E-Mail: DAVIDWOLF@HOTMAIL.COM
Secondary Contact Person: MIKE SHALTER BRAND
Phone: 618-789-6325 E-Mail: MSHAD1@AOL.COM
Beginning Date / Times: NOV 27TH 10 AM TO 6 PM Ending Date / Times: DEC 23RD 10 AM - 9 PM

THE FOLLOWING INFORMATION (WHERE APPLICABLE) MUST BE PROVIDED IN WRITTEN FORM BEFORE APPLICATION WILL BE PROCESSED.

- 1. NARRATIVE (Including hours of operation; activities provided; signage including dimensions, quantity, location, etc...; traffic/parking plan; contingency plans for rain; plans for toilet facilities; security plan; expected attendance; etc...).
2. Sketch plan of site.
3. Permission letter from property owner, if applicant is not the property owner.
4. Proof of not-for-profit status (so that application fee can be waived.)
5. Proof of Liability Insurance should be provided and if event is held City property, City of O'Fallon, should be named as an additional insured in the amount of One Million Dollars (\$1,000,000).
6. Damage bonds or cash deposit to protect City facilities (this would be mainly for out-of-town sponsors) in the amount of \$300,000.

7. Liquor license information for beer sales (including hours of sale): -NA-  
(Attach release/indemnification forms and a copy of the liquor license and certificate of liquor liability)

8. List for profit vendors and sales tax numbers (to verify that sales tax is collected and remitted) to be provided prior to event: -N/A-

9. Special consideration requests such, as City provided assistance. (Fees may be charged for these Services.) **Please include specific considerations requested in narrative or as an attachment.**

NONE REQUESTED

Street Department, IDOT (for street closings, signalization, and detour routes)

Parks Department

Police Department

Fire and EMS Department

10. Coordinate all food concessions with St. Clair County Health Department at (618)233-7769.

PERMIT REQUIRED (please attach copy)

NOT APPLICABLE

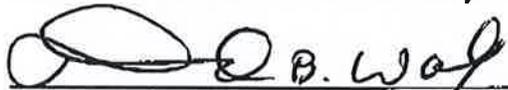
11. American Disability Compliance

ATTACHED

NOT APPLICABLE

As part of the approval of this Special Event Permit, temporary signs for said Special Event shall be permitted as provided for in the City Sign Ordinance or as otherwise approved by the City Council.

Electrical inspections are required for all new exterior electrical connections. The City electrical inspector must be contacted a minimum of twenty-four (24) hours prior to inspection.

  
Signature of Applicant/ person in charge of event

\_\_\_\_\_  
Date of Submission

FOR OFFICE USE ONLY

ELIGIBLE FOR ADMINISTRATIVE APPROVAL? ( ) YES (X) NO

 10/27/15

ADMINISTRATIVE APPROVAL CONDITIONS:

APPROVED BY COMMUNITY DEVELOPMENT DIRECTOR & DATE \_\_\_\_\_

All other requests for "Special Events Permits" not approved by the Community Development Director shall go before the Community Development Committee and the City Council for their approval.

APPROVED: CITY COUNCIL \_\_\_\_\_ (DATE)

Date: October 19, 2015

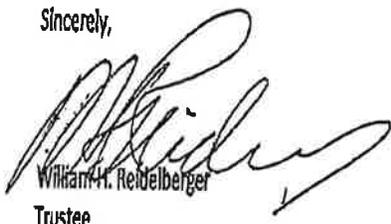
To: City of O'Fallon

From: K&R Trust, William Reidelberger, Trustee  
1042 Shadow Ridge Crossing  
O'Fallon, IL 62269  
618-632-98269

Subject: Sale of Christmas Trees  
406 W. Hwy 50/ 406 W. 8<sup>th</sup>  
O'Fallon, IL 62269

We are aware Christmas trees will be sold at the above referenced property.

Sincerely,



William H. Reidelberger  
Trustee

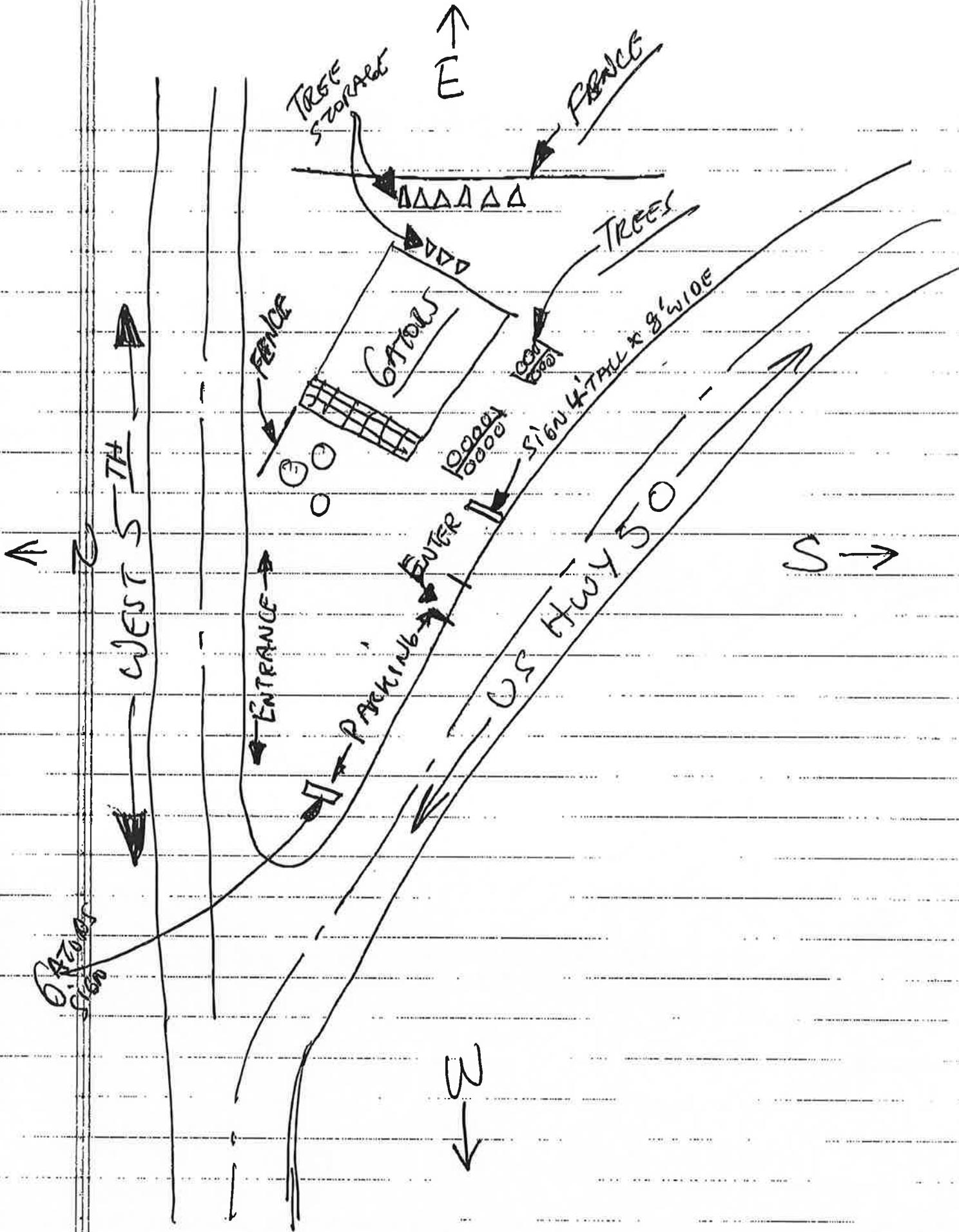
**St. Jude Crusaders Charity Tree Lot**

**From: November 27, 2015**

**To: December 23, 2015**

**Hours of Operation: Monday through Friday 12:00 pm to 9:00 pm  
Saturday 9:00 am to 6:00 pm  
Sunday 12:00 pm to 6:00 pm**

- **Toilet Facilities are located within Gators**
- **Signage – there is the Gators sign located at the corner of Hwy 50 and West 5<sup>th</sup> Street  
We also have a sign made of wood that is 8ft x 4ft which will be located facing Hwy 50  
On the South side of Gators (see sketch plan).**
- **Parking is located on the South side of the lot aligning Hwy 50 (see sketch plan).**
- **We expect to sell between 150 to 200 trees.**



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 10-07-2009

Employer Identification Number:  
27-1067051

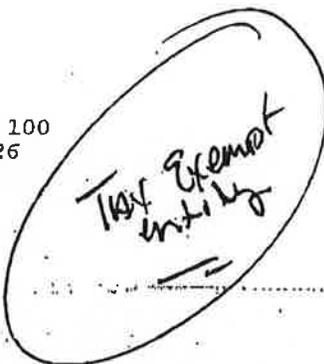
Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

ST JUDES CRUSADERS  
9730 E WATSON RD STE 100  
SAINT LOUIS, MO 63126



WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-1067051. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service  
PO Box 192  
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at [www.irs.gov](http://www.irs.gov) for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

