



**O'FALLON ZONING HEARING OFFICER
AGENDA**

TUESDAY, JANUARY 28, 2014
5:00 P.M.

O'FALLON CITY HALL
CITY COUNCIL CHAMBER
255 SOUTH LINCOLN AVENUE

- 1) Call to Order
- 2) Identification of Parties Present
- 3) Old Business – none
- 4) Public Hearings –
 - a) **(ZHO 2013-10)** – Request for Use Variance for auto repair (auto body) located in a "B-1(P)" Planned Community Business District; located at 1290 Central Park Drive; Petitioner is Lechner Realty Group, Inc., agent for the owner, Peoples National Bank.
- 5) Upcoming Public Hearings – None
- 6) Other Reports and Communications – none
- 7) Adjournment

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.



MEMORANDUM

TO: Hearing Officer
FROM: Justin Randall, Senior City Planner
THRU: Ted Shekell, Planning Director
DATE: January 28, 2014
SUBJECT: ZHO 2013-10: Schaefer Autobody Center, Use Variance

Location: 1290 Central Park Drive, O'Fallon, IL
Applicant: Lechner Realty Group, Inc.
Owner: Peoples National Bank
Submitted: December 23, 2013

Variance Application Summary

The applicant, Lechner Realty Group, Inc., request a use variances to allow Schaefer Autobody Center (automotive repair) to be located in a B-1(P) Community Business District at 1290 Central Park Drive (old Subaru building). An automotive repair facility is not an allowed use in the B-1 Community Business District, and Section 158.296 provides authority for the Hearing Officer to hear a use variance.

Applicable Codes to the Variance

A use variance is defined in Chapter 158: *Zoning*, Section 158.296.C *Powers and Duties* of the O'Fallon, Illinois Code of Ordinances:

(C) *Use variances.*

(1) *To hold public hearing for applications for use variances and to forward a written report containing findings of fact and a separate conclusion recommendation thereon to the City Council, consistent with ILCS Ch. 65, Act 5, § 11-13-14.1.C(1), which Council may by ordinance without further public hearing adopt any proposed use variance, or the Council may refer it back to the Hearing Officer for further consideration or deny the use variance request as a final action. For purposes of this section, **USE VARIANCES** shall be any variation that authorizes any use or classification of use to continue or commence in a zoning district in which that use is not a permitted use by right. Any proposed use variance which fails to receive the approval of the Hearing Officer shall not be approved, except by the favorable vote of two-thirds of all Council members. No variance shall be granted that shall authorize a use that may be granted by special use or planned use procedures.*

(2) *Use variances are not favored and shall be granted only when failure to authorize the use denies all economically viable use of the property or similar extreme hardship is demonstrated by the evidence presented.*

(Ord 3382; passed 11-7-2005).

Community Development Department

255 South Lincoln Avenue O'Fallon, IL 62269 • P: 618 624.4500 x 4 • F: 618 624.4534

Existing Conditions

The subject property is approximately 2.05 acres in size and is located at 1290 Central Park Drive. The parcel was zoned to B-1(P) Planned Community Business District in 2005. At that time the site was approved for an 11,866 square foot Subaru car dealership facility for new motor vehicle sales and ancillary repairs, including collision repair. The development included 149 parking spaces. The building was designed with 4 service bays (one bay is a paint booth) on the eastern side of the building, 10 service bays on the western side of the building and one additional bay at the front of the building along Central Park Drive.

The Subaru dealership, like most new car dealerships, had auto repair as an accessory but integral part of the business, however, unlike most new car dealerships, the proposal included a broader collision repair component, as outlined in the 2005 Report to the Planning Commission:

*The applicant proposes to provide general automotive repair, service, and collision/body repair services out of this facility. This is evidenced by the proposed signage on the Central Park Drive façade of the building, which states "Welcome, Subaru of O'Fallon – Complete Service and Repair Facility, **All Makes and Models**". As proposed, this could constitute a problem. Automotive repair services are allowed in the B-1 zoning district only as an ancillary, accessory use associated with a new car dealership. The zoning code is clear that stand-alone general automotive repair services are not authorized in a B-1 district.*

All cars waiting for collision or body repair will be required to be in an enclosed area at all times, either in a bay or in an enclosed area on site. Currently, no enclosed area is proposed to store cars waiting for body work, therefore all cars waiting for body/collision repair work should strictly be kept in the repair bays. For example, Collision Plus, a general body and collision repair facility, was required to construct a decorative masonry enclosure for the cars waiting to be repaired. Subaru should be required to do the same if they are to be providing accessory body repair services. It should be made clear that if this facility ever ceases to be a new car dealership, according to the zoning code, it will lose the zoning authorization for general repair and body work.

Ordinance No. 3401 approved the Subaru dealership with conditions, two of which are pertinent to the current case:

- 1. Automotive repair and body/collision repair services are authorized as an accessory use, such that if this facility ever ceases to be a new car dealership, per zoning code and the terms of this planned use, it will lose zoning authorization for general auto repair and body work on this site.*
- 2. Any cars waiting for body/collision repair must be maintained inside the building and/or in an outside enclosure at all times. The outside area, which includes the dumpster, must be enclosed with a decorative vinyl fence 6' high and maintained in good repair.*

The area surrounding the subject property includes two car dealerships; northwest is Auffenberg Hyundai and southeast is Newbold Toyota. Garden Ridge is located to the southwest, across Central Park Drive. The area is zoned B-1 Community Business District and B-1(P) Planned Community Business District. Additionally, Collision Plus, a collision/body repair facility, is located 0.3-mile to the southeast at 1274 Central Park Drive.

The location of the subject property is primarily automotive in nature. There are multiple dealerships located along Central Park Drive, as well as Collision Plus, which is a collision/body repair facility. The adaptive reuse of the site as Schaefer Autobody would not alter the essential character of the zone district or surrounding properties. The petitioner has submitted a number of street views of the proposed redevelopment of the site. The petitioner has indicated according to the site plan, the petitioner will screen 12 double parking spaces on both sides of the building where they store the damaged vehicles. The screening will include an 8' decorative vinyl fence with brick pillars to match the exterior of the building and landscaping to break up the vinyl fence. Additionally, the petitioner will have four gates that will be closed during off business hours to completely enclose the storage of the damaged vehicles.

Additionally, the Subaru dealership was issued \$665,000 in private special service area bonds (not City funds) under Ordinance 3428 as Special Service Area Number Five. The current total remaining on the bonds is 580,000, with \$56,100 of interest due ending in FY2014 (April 30). If the bonds are paid through the 2027 as agreed upon the total amount due would exceed \$1 million.

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Background & Hardship Argument

The petitioner is seeking a variance to allow the reuse of the former Subaru dealership building located at 1290 Central Park Drive as an automotive repair and body/collision shop (Schaefer Auto Body Center), which is not an allowed use in the B-1 Community Business District. The typical process to locate a business in an area not currently zoned for the proposed use would be to apply and go through the process of a rezoning. However, in this particular circumstance, rezoning the subject property to B-2 General Business District would potentially result in "spot zoning", as the entire corridor of Central Park Drive is zoned B-1 Community Business District.

City staff does not typically recommend the use variance process because of the typical process is to rezone the property. The use variance process is very rarely used and has not been used by the City of O'Fallon for over 15 years, even though the use variance process is allowed according to the code. There is a high standard to meet in approving a use variance; it is a difficult test **and can only be approved when: (1) failure to authorize the use denies all economically viable use of the property or (2) similar extreme hardship is demonstrated by the evidence presented.**

In this particular case, the property is zoned B-1 Community Business District. The B-1 District allows a multitude of commercial, retail and office type uses. The property has an existing facility constructed that was used for an automotive dealership with multiple bays for the repair of vehicles. Therefore, barring the demolition of the site, the potential reuse of the building is greatly limited. The B-1 District uses that could potentially reuse the existing building would be a new or used automotive dealership, an expansion of an existing dealership already located on Central Park Drive or an automotive retail store, with repair as an ancillary use.

In 2008, Subaru of O'Fallon closed and was taken over by Peoples National Bank. In December of 2011, Peoples National Bank entered into an agreement with Lechner Realty (petitioner) to market the property to potential buyers, including dealerships and other retail operations permitted in the B-1 Community Business District, in an attempt to reuse the existing building.

During the marketing of the property, Lechner Realty Group informed staff they engaged over 500 commercial brokers throughout the metro area. The marketing of the property included a three page marketing brochure sent monthly. Additionally, the Lechner Realty Group indicated they engaged over 350 decision makers in the retail and other commercial use sector, typically associated with the uses permitted in the B-1 Community Business District.

Lechner Realty Group also marketed the subject property by placing 2 v-shaped signs 4-foot by 8-foot in size along the I-64 and Central Park Drive frontage. The realty firm also posted the subject property on various web sites including, but not limited to, Lechner Realty Group, Inc.'s, website, Loopnet, CIE and CoStar.

According to Lechner Realty Group, the site was marketed to other dealerships, including every auto dealership in the St. Louis metropolitan area, as well as other dealerships outside the metropolitan area. However, Lechner Realty Group found that the property lacked the necessary size of building and acreage for any other new dealerships to take the property over.

Lechner Realty Group has indicated the current and future projections of the auto dealer market have not favored additional franchisees within the market place. Lechner Realty Group indicated two separate auto dealers have approached Subaru Corporate for the purpose of obtaining a franchise. Both were denied; one because of the potential encroachment on a St. Louis Subaru dealer and the second was told that Subaru cannot provide enough cars for the existing dealers. Numerous other potential automotive dealers have looked into the site, but were unable to either secure a franchise or negotiate a contract to purchase the property, according to Lechner Realty Group.

Staff Recommendation

The applicant has the clear burden to prove their case meets the hardship requirements of the City code. Their proposed use variance **can only be approved when: (1) failure to authorize the use denies all economically viable use of the property or (2) similar extreme hardship is demonstrated by the evidence presented.**

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In light of the information we currently have, and while it is clear there have been significant challenges in the reuse of this property, staff cannot at this time state affirmatively that all economically viable use of the property is denied without the variance.

However, if after all the facts and testimony has been given in this case, the Zoning Hearing Officer finds all economically viable use of the property is lost without the variance, then staff believes the petitioner has provided an appropriate site plan and provides the necessary screening to reduce the impact of a B-2 District use in a B-1 Community Business District. Additionally, if the Zoning Hearing Officer finds in favor of the petitioner, staff would recommend the following conditions of approval:

1. The installation of the fencing must be completed prior to the commencement of the autobody shop.
2. All vehicle storage shall be located within the screened area.
3. All outdoor storage shall be located within the screened area.
4. No outdoor storage shall exceed the height of the fence.
5. All hazardous materials associated with the body shop must be handled in accordance with all local, state and federal regulations.
6. The use variance shall not transfer to future property owners of the site. If the property were to be sold to a different automotive repair facility, the future user of the property would be subject to the B-1 Community Business District and shall be required to submit and proceed through the use variance process.

Attachments

- a) Petition for Use Variance Application
- b) Zoning and Aerial Maps of Parcel
- c) Site Plan
- d) Screening Package
- e) Building Elevations

Community Development Department

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RECEIVED DEC 23 2013

BUILDING DEPARTMENT ORIGINAL
PETITION FOR USE VARIANCE

Revised December 16, 2013

Paid 12-23-13

Community Development Department, O'Fallon City Hall
253 South Lincoln Avenue, 2nd Floor
O'Fallon, IL 62269 Phone (618) 624-4500 Ext. 4

Variance Request No. **ZHO2013-10**
Date: **12-23-13**

(Do not write in this space -- For office use only)

Date set for hearing: _____

Perm. Parcel No. _____

Date hearing held: _____

Fee paid: \$ **225⁰⁰** Date: **12-23-13**

Newspaper: _____

Building Permit App. No. _____

Action by Zoning Hearing Officer:

Comments: (Indicate other actions such as continuances)

- Denied
- Approved
- Approved with modification

INSTRUCTIONS TO APPLICANTS: All information required by the application must be completed and submitted herewith. Applicants are encouraged to visit the Community Development Department for any assistance needed in completing this form.

1. Name of property owner(s): Peoples National Bank Phone: 618-241-6500
Mailing address: 520 S 42nd Street, Mount Vernon IL 62450 E-Mail: bill.konno@peoplesnationalbank.com
2. Applicant's name: Lechner Realty Group Inc Phone: 314-909-8100 Ext 109
Mailing address: 13421 Manchester, St Louis 63131 E-Mail: slechner@lechnerrealty.com
3. Property interest of applicant (Owner, Contractor, etc.): Agent for owner
4. With respect to any portion of these premises, a previous appeal or petition for variance was made:
 No. Yes. If "yes", list all previous appeals and/or petitions, giving dates:

5. Address of property: 1290 Central Park Drive
Present use of property: Vacant auto dealer Parcel (Tax) ID #: 03-250-330-008 Zone District: B-1(P)
6. State what type of use variance you are requesting:
Auto repair (auto body)
7. A sketch plan (drawn to scale) shall be provided showing the following:
 - a) Dimensions of the zoning lot;
 - b) Dimensions and use of all buildings;
 - c) Location of any proposed improvements;
 - d) Any additional information as may be reasonably required by the Community Development Department.

Section 15.020 of the O'Fallon Zoning Order states the powers of the Hearing Officer including the power to hold public hearing for applications for use variances and to forward a written report containing findings of fact and a separate conclusion recommendation thereon to the City Council, consistent with 65 ILCS 5/11-13-14.1.C(1), which Council may by ordinance without further public hearing adopt any proposed use variance, or the Council may refer it back to the hearing officer for further consideration or deny the use variance request as a final action. For purposes of this Section, "use variances" shall be any variation that authorizes any use or classification of use to continue or commence in a zoning district in which that use is not a permitted use by right. Any proposed use variance which fails to receive the approval of the hearing officer shall not be approved except by the favorable vote of 2/3 of all Council members. No variance shall be granted that shall authorize a use that may be granted by special use or planned use procedures. Use variances are not favored and shall be granted only when failure to authorize the use denies all economically viable use of the property or similar extreme hardship is demonstrated by the evidence presented.

TEST: No use variance will be granted without showing by you (the applicant) that applicable zoning regulations and restrictions have caused unnecessary hardship. The following tests must be met for each and every use allowed by zoning on the property. Below please briefly describe how each of the four variance tests are met. Attach all supporting materials.

8. The applicant cannot realize a reasonable return, as shown by competent financial evidence. The lack of return must be substantial.

Proof: There is zero return. There are no tenants or buyers for the property for this single purpose building under the current zoning. See supplemental sheets attached

9. The alleged hardship relating to the property is unique. (The hardship may not apply to a substantial portion of the zoning district or surrounding properties)

Proof: The auto body shop located in the same block has the required zoning and/or variance. The auto dealers in the same block have franchises and are located in buildings and on lots sufficient for the use.

10. The requested use variance, if granted, will not alter the essential character of the zone district or surrounding properties.

Proof: The property is surrounded by automotive uses including dealerships and auto body

11. The alleged hardship has not been self-created.

Proof: The hardship is a result of dealerships not being available to franchisees and the lack of demand for an alternative use for an automotive building

12. A use variance is requested for the property described above in conformity with the documents submitted herewith.

I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

I consent that the entry in or upon the premises described in this application by any authorized official of O'Fallon, Illinois for the purpose of inspecting or of posting, maintaining, and removing such notices as may be required by law.

Date: 12-20-13

Signature of Applicant:

Lechner Realty Group Inc by [Signature] President

Date: 12-20-13

Signature of Owner:

[Signature]
President, Peoples NATIONAL Bank

SUPPLEMENT SHEET TO HARDSHIP
1290 Central Park Drive
O'Fallon, IL

1290 Central Park Drive, O'Fallon, IL was listed with Lechner Realty Group, Inc. December 13, 2011 for \$1,600,000, approximately \$1,000,000 less than appraised by the St. Clair County Assessor's Office. Since that time, the property has been presented to a variety of auto related uses including every auto dealership in the St. Louis metropolitan area as well as other dealerships outside the metropolitan area. The property has been advertised on the internet on Loopnet, CoStar, CIE and Lechner Realty Group, Inc. web site. In addition, approximately monthly, information has been distributed to over 500 commercial real estate brokers in the St. Louis area. Over 600 people have been communicated to directly concerning this property by agents of Lechner Realty Group, Inc. Two separate auto dealers have approached Subaru Corporate for the purpose of obtaining a franchise. Both were denied, one because of potential encroachment on a St. Louis Subaru dealer that is investing substantial sums in expansion and the other was told that Subaru cannot provide enough cars for the existing dealers. A Dodge Chrysler franchisee made a very serious attempt to obtain a Dodge Chrysler franchise but was unable to obtain the necessary approval of other Dodge Chrysler franchisees in the metropolitan area. Numerous other dealers with a variety of brands have indicated that franchises are simply not available. It is unlikely that a car dealer will occupy this location in the foreseeable future. Since this is an automotive building, the only feasible use for the building is an automotive related use. This hardship was created by changes in the auto industry nationwide.

F:\LISTINGS\CENTRAL PARK DR 1290\SUPPLEMENT TO HARDSHIP.DOCX

January 22, 2014

Justin Randall
255 S. Lincoln Ave.
2nd Floor
O'Fallon, IL 62269

Re: Marketing of 1290 Central Park Drive

On December 1, 2011, Lechner Realty Group began marketing the former Subaru car dealership at 1290 Central Park Drive in O'Fallon, IL. During the listing period, which is currently active, our office has reached out to over 500 commercial brokers, once a month with a marketing brochure. During this same time frame we have spoken to over 350 decision makers of retail and commercial uses within the permitted zoning.

Due to property circumstances including, but not limited to, size, building configuration, internal building fixtures, corporate retail needs in the region and future projections of the market, a retail body shop is the best and highest use for subject property.

For reference to our marketing efforts, please see the attached documents.

Sincerely,



Jason Rjegelsberger
Marketing Associate

Enclosure

F:\LISTINGS\CENTRAL PARK DR 1290\MARKETINGLETTER.DOCX

Steven Lechner

From: Jason Riegelsberger
Sent: Tuesday, December 03, 2013 4:24 PM
To: Steven Lechner
Subject: Fwd: 1290 Central Park - Special Service Area 5
Please see below.

Thank you,

Jason.

Begin forwarded message:

From: Justin Randall <jrandall@ofallon.org>
Date: December 3, 2013 at 4:06:57 PM CST
To: Jason Riegelsberger <JRiegelsberger@lechnerrealty.com>
Subject: 1290 Central Park - Special Service Area 5

Jason,

Here is the link to the latest (April 30, 2013) audit with regards to the SSA at 1290 Central Park.

You can find the information on SSA 5 at the bottom of page 64 and 65 of the PDF. In summary, the bond is issued through 2027 with a principal of \$580,000 and interest at \$517,600.

Justin Randall
Senior Planner
City of O'Fallon, IL
255 S. Lincoln Avenue
(618) 624-4500 x 4
jrandall@ofallon.org

NOTES TO FINANCIAL STATEMENTS
(continued)
April 30, 2013

Note 7: Long-Term Debt (continued)

A. Summary and Discussion Relating to Debt Recorded on Accompanying Financial Statements (continued)

Debt Service Requirements to Maturity (continued)

3. (continued)

The proceeds are to be used for various commercial ventures within the City.

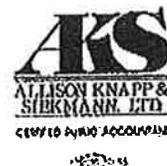
During fiscal year 2013, the remaining portion of the SSA 6 and SSA 7 bonds were defeased with the 2012A Special Service Area Number 6 (\$1,540,000) and 2012B Special Service Area Number 7 (\$1,360,000) bond issues and the City has removed the original liabilities from its books. This refunding resulted in a net present value loss of \$91,888. Below are the debt service to maturity of the SSA 5 issue and the revised debt service to maturity for SSA 6 and SSA 7.

Fiscal Year Ending April 30,	SSA 5		SSA 6 (refunding issue)		SSA 7 (refunding issue)	
	Principal	Interest	Principal	Interest	Principal	Interest
2014	\$ 20,000	\$ 56,100	\$ 75,000	\$ 41,725	\$ 60,000	\$ 37,125
2015	25,000	54,500	80,000	39,850	65,000	35,625
2016	25,000	52,500	85,000	37,850	70,000	34,000
2017	25,000	50,500	90,000	35,725	70,000	32,250
2018	30,000	48,500	95,000	33,475	75,000	30,500
2019	35,000	45,500	100,000	31,100	75,000	28,625
2020	35,000	42,000	100,000	28,600	80,000	26,750
2021	40,000	38,500	105,000	26,100	85,000	24,750
2022	45,000	34,500	115,000	22,950	90,000	22,200
2023	50,000	30,000	120,000	19,500	95,000	19,500
2024	55,000	25,000	130,000	15,900	100,000	16,650
2025	60,000	19,500	140,000	12,000	105,000	13,650
2026	65,000	13,500	145,000	7,800	110,000	10,500
2027	70,000	7,000	115,000	3,450	120,000	7,200
2028	-	-	-	-	120,000	3,600
	<u>\$ 580,000</u>	<u>\$ 517,600</u>	<u>\$ 1,495,000</u>	<u>\$ 356,025</u>	<u>\$ 1,320,000</u>	<u>\$ 342,925</u>

4. The City issued \$20,100,000 in general obligation bonds Series 2006 to defease a portion of the 2002 bond issue for roads and to construct a sports complex, convention center and other road improvements. The bonds have interest rates ranging from 4.25% to 5.00%. The following is the future debt service maturity schedule:

(continued on next page)

Total \$1,636,100



LECHNER REALTY GROUP, INC.

Exclusive Listing Agreement
(Sale)

St. Clair, IL
County, State

December 1, 2011
Date

In consideration of the agreement of the undersigned BROKER to endeavor to procure a purchaser (hereinafter referred to as Purchaser), we the undersigned OWNER (hereinafter referred to as OWNER) of property known as and/or numbered 1290 Central Park Drive, hereinafter O'Fallon, IL referred to as Property), for ourselves, our heirs and assigns and representing by our signatures hereto that jointly and severally we have a legal right to make an absolute sale of the property (hereinafter referred to as Sale), hereby appoint said BROKER as our sole and exclusive agent with the exclusive right to sell the Property for a Purchase Price of One Million Six Hundred Thousand and 00/100 dollars (\$ 1,600,000.00) or for any other price to which we shall consent and under the following special terms (if any):

This is an Exclusive Right to Sell Listing Agreement. OWNER represents to BROKER that OWNER is not a party to any other exclusive representation agreement with respect to the Property which would be effective during the duration of this Agreement.

If within Twelve (12) months after the date of execution of this Listing Agreement by all parties, a ready, willing and able Purchaser is procured by the undersigned BROKER, or by us, or by any other person, or if said Property shall be optioned or contracted by us to be sold to, optioned to, exchanged or leased with option to buy (hereinafter referred to as Sold to) with any person procured by the undersigned BROKER, or by us, or by any other person, we will pay said BROKER a commission of Six percent (6%) of the total selling price, option price or exchange price at the time of closing. The Six percent (6%) commission shall also apply to the gross lease amount in the event of a lease transaction, said commission due upon commencement. Further, the above commission shall apply for an additional term of one year if the property is contracted by us to be sold to anyone with whom BROKER or its agents has made presentation to or had negotiations with prior to the final termination of this Listing Agreement provided we have received notice in writing including the names of such prospective purchasers within thirty (30) days after the expiration or termination of this Agreement, or any extension thereof. However, in the event OWNER enters into an exclusive listing agreement with any other broker after the expiration or termination of this Agreement, OWNER agrees to name the parties registered by BROKER as an exclusion to said exclusive listing agreement for a period of thirty (30) days and thereafter BROKER agrees to "co-broker" any transaction with the exclusive agent and BROKER herein shall receive not less than 45% of the commission stated in said exclusive listing agreement and OWNER shall recognize BROKER as the procuring party of any transaction involving those parties registered as called for herein.

In the event the Property is leased and thereafter during the tenant's occupancy the Property is purchased by the tenant, the OWNER shall pay to BROKER the above described commission, but crediting thereto the amount of all unaccrued leasing fees previously paid by OWNER to BROKER hereunder, provided however that the extent of such credit shall never exceed the amount of the sales commission.

In the event the Property shall be sold in cooperation with another broker within the term of this Agreement, BROKER shall receive not less than Fifty-Five Percent (55%) of the total commission due. OWNER hereby authorizes BROKER to split the commission with any cooperating real estate brokers on the same basis as such cooperating real estate broker splits with BROKER when said cooperating broker represents a property owner. In the event BROKER procures a Purchaser and that Purchaser or any related entity participates in the commission, the maximum commission to that Purchaser shall be Ten Percent (10%) of the total commission paid. OWNER agrees to not allow contractors of Buyer to participate in commissions for prospects procured by BROKER.

In the event the Property shall be sold by or through another broker in cooperation with the undersigned BROKER, the total commission shall not exceed the rates set forth above.

OWNER acknowledges that:

- A. In a co-brokered situation where the other agent identifies himself as a Purchaser's Agent, that agent will represent the interests of his client even if compensated by the BROKER, or by the OWNER, and will not be a sub-agent of the owner.
- B. In some transactions where the Purchaser is represented by an agent of Lechner Realty Group, Inc., a dual agency may be created.

OWNER warrants and represents that, except as noted hereinbelow:

- A. We have no knowledge of any Hazardous Materials (including but not limited to PCB's, dioxin, asbestos, radioactive material, hydrocarbons and/or other hazardous materials) that are or have been stored, placed, leached, dumped or sprayed into and/or onto the Property, including both the land and the improvement (if any).
- B. To our best knowledge all the mechanical elements of the property and the appliances being sold or leased therewith, including

AMENDMENT TO UNIFORM LISTING AGREEMENT

In reference to that certain Listing Agreement dated December 1, 2011 by and between Peoples National Bank, N.A., Owner, and Lechner Realty Group, Inc., Broker, for the property known as 1290 Central Park Drive, O'Fallon, IL:

The parties herein agree to amend said Listing Agreement as follows:

The Listing Agreement scheduled to expire on December 13, 2012 is hereby extended for an additional twelve (12) month period to end the later of December 13, 2013 or 365 days from full execution hereof.

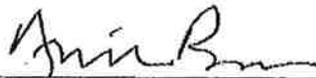
All other terms and conditions shall remain the same.

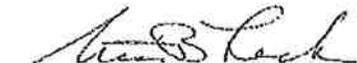
OWNER:

BROKER:

PEOPLES NATIONAL BANK, N.A.

LECHNER REALTY GROUP, INC.

By: 

By: 
Steven B. Lechner, President

Date: 12-12-12

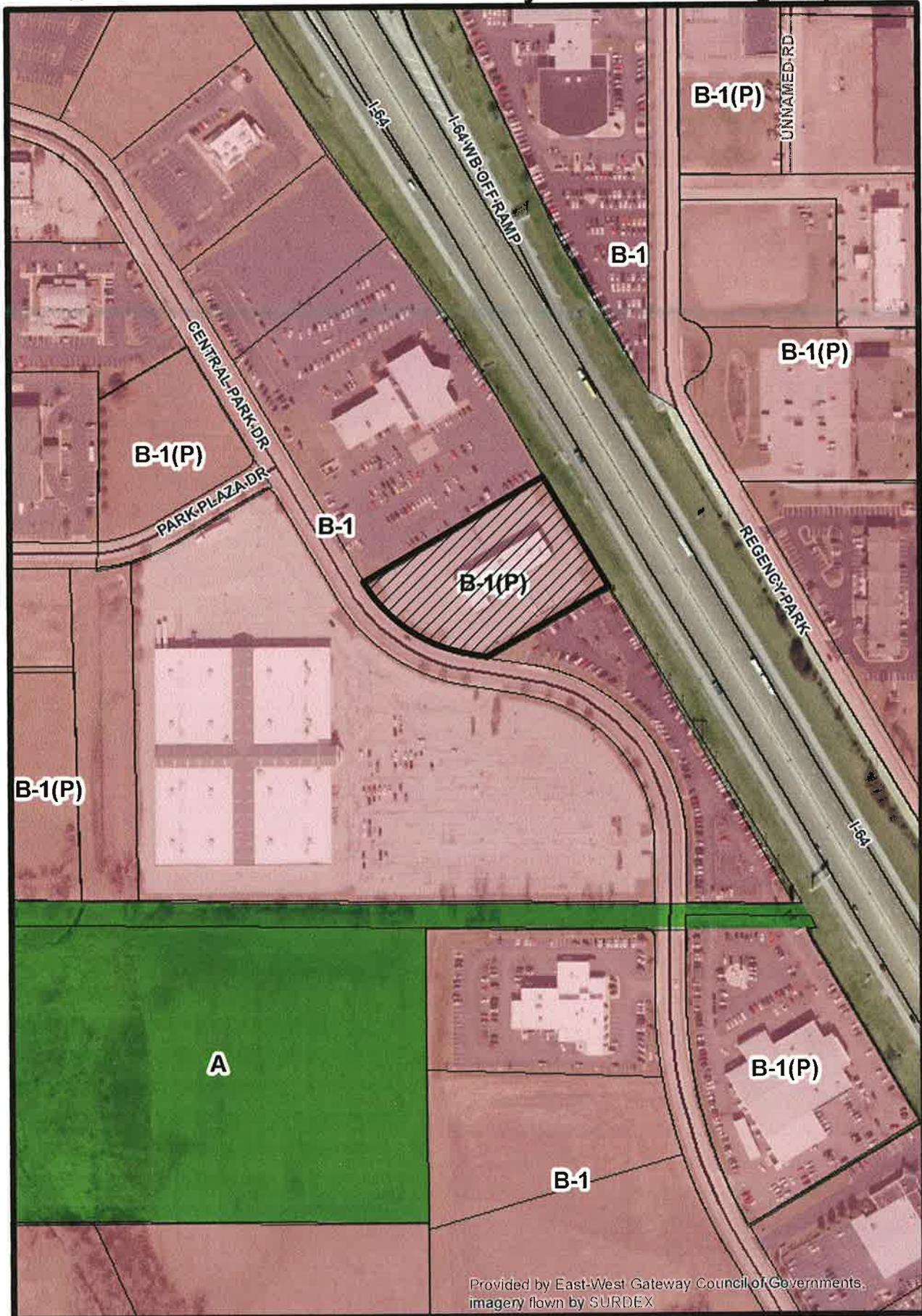
Date: 12/7/12

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LECHNER

REALTY GROUP INC
Commercial & Industrial Real Estate Services

ZHO2013-10: Schaefer Autobody Center - Zoning Map



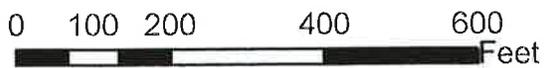
Provided by East-West Gateway Council of Governments,
imagery flown by SURDEX



ZHO2013-10: Schaefer Autobody Center - Land Use Map



Subject Property





December 23, 2013

Planning & Zoning Department
O'Fallon City Hall
255 South Lincoln Avenue, 2nd floor
O'Fallon, IL 62269

Re: Petition for Use Variance, 1290 Central Park

As a potential future owner/occupant of this property, I am writing to provide information on us and how we would use the property.

Our business, Schaefer Autobody Centers, has operated in the St. Louis, MO metro area since 1985 and currently has 7 locations. Our typical customers are owners of late model cars, many of whom have been referred to us by insurance companies such as State Farm, USAA, American Family, and many others. We provide our customers with a lifetime warranty on repairs and consistently provide a very high level of customer service.

Within the communities we operate, we have always worked hard to be a "good neighbor and member". Our type of business is challenged by industry stereotypes, however, every community we operate in will likely give a very positive recommendation based on how we have overcome these concerns and become very good business neighbors.

Our plan, if we purchase this property, includes attractive signage and landscaping, and a method of shielding the view of damaged cars and dumpsters from the public and neighbors. Even so, we are always receptive to ideas from the community that can improve it further.

Our contact information is below. Please feel free to contact us at any time for any questions you may have.

Thank you for your consideration.

Sincerely,

Steve Schaefer (314) 378-6809

Scott Schaefer (314) 718-0440

Phone 636.305.8288 • www.SchaeferAutobody.com • Fax 636.305.1397

FENTON
300 Biltmore Dr.
Suite 320
Fenton, MO
63026

ELLISVILLE
16109 Manchester Rd.
Suite 109
Ellisville, MO
63011

O'FALLON
#1 Team Drive
O'Fallon, MO
63366

WEBSTER GROVES
50 North Gore Ave.
Webster Groves, MO
63119

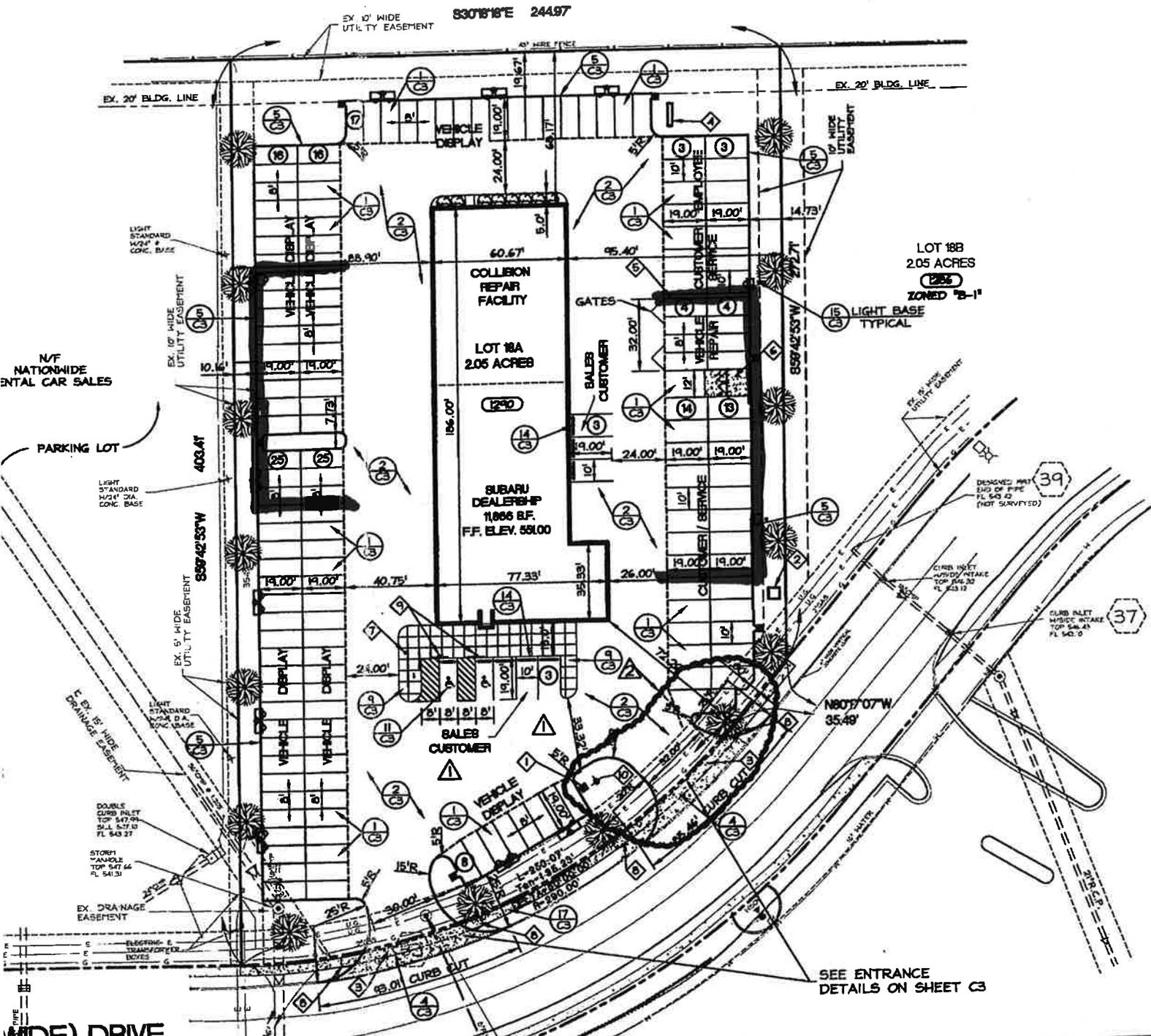
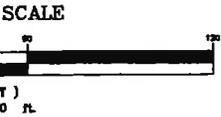
CRESTWOOD
9902 Watson Road
Crestwood, MO
63126

CREVE COEUR
10771 Baur Blvd.
Creve Coeur, MO
63132

HAZELWOOD
9091 Dunn Road
Hazelwood, MO
63042

LOT 18A
PROPOSED AMENDED PLAT OF CENTRAL PARK PLAZA
1ST ADDITION 2ND AMENDMENT
CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS

INTERSTATE 1 - 64



LOT 18B
 2.05 ACRES
 ZONED "B-1"

N/F
 NATIONWIDE
 RENTAL CAR SALES

PARKING LOT

WIDE) DRIVE

SEE ENTRANCE
 DETAILS ON SHEET C3



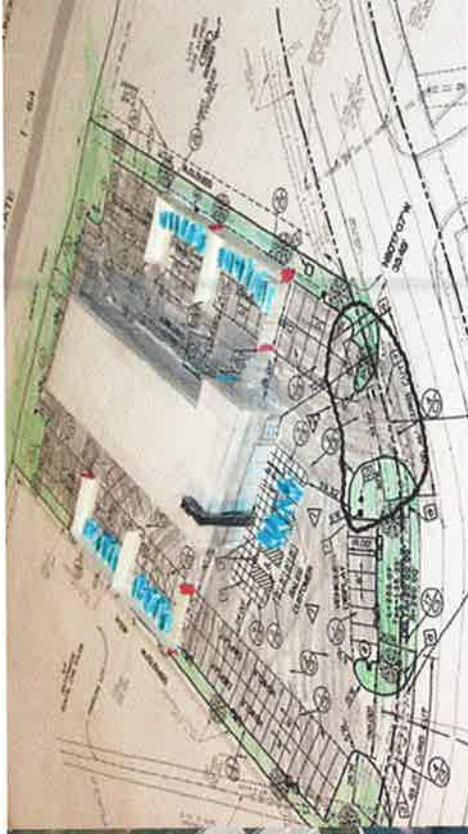
KEYED NOTES

NO.	DESCRIPTION
(S)	SANITARY MANHOLE
(M)	WATER METER PIT

PARKING CALCULATIONS

PROVIDED	DESCRIPTION
(O)	SHOWROOM

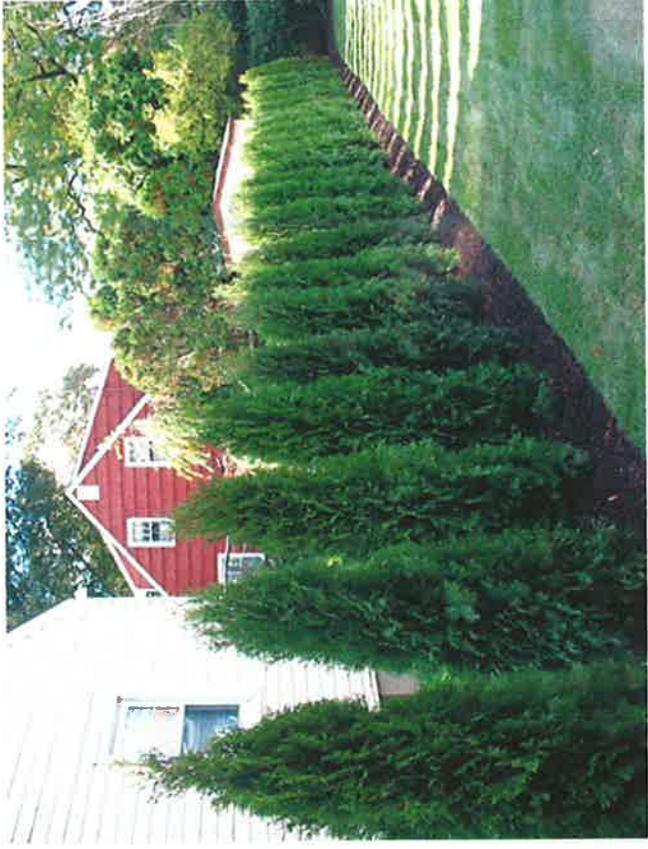
Proposed Privacy Fencing



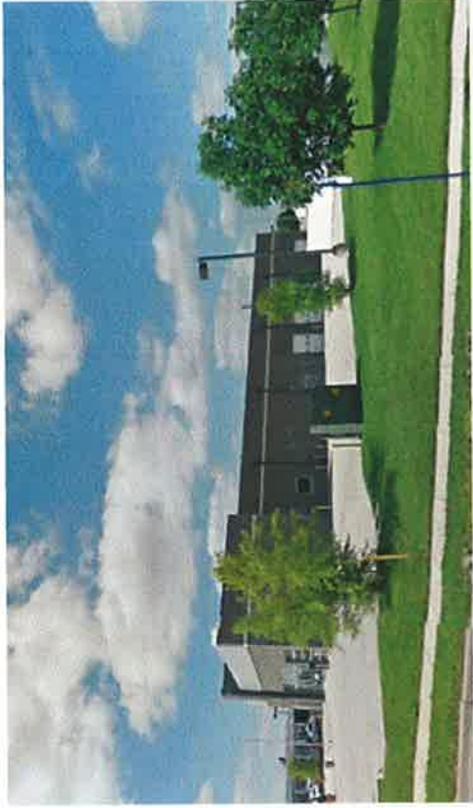
The proposed privacy fencing would be 8' decorative vinyl with brick pillars. Colors selected would match exterior of building.

Fencing would be installed over 'parking lot islands' and would be surrounded by shrubs and 'privacy trees' to soften the appearance.

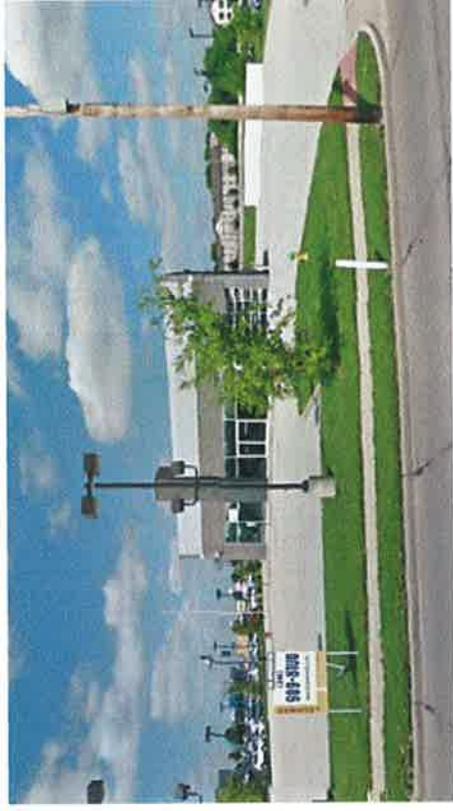
Privacy Fencing and Landscaping



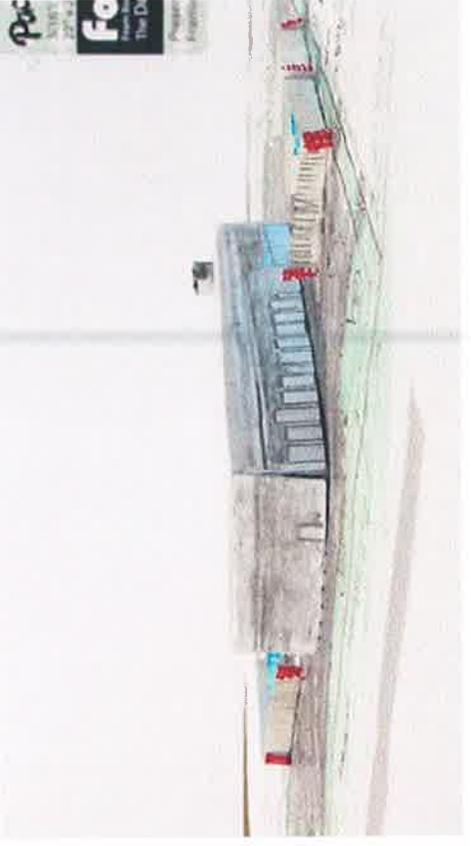
Driving East to West on Central Park Dr.



Continued - Driving East to West on Central Park Dr.



I-64 Westbound (rear of building)



Continued - I-64 Westbound



Proposed Signage & Example (Crestwood Location)

