AGENDA
COMMUNITY DEVELOPMENT COMMITTEE
Monday, April 13, 2015

5:30 PM

Public Safety Building
285 North Seven Hills Road

I) Roll Call

II) Approval of Minutes – March 23, 2015

III) Items Requiring Council Action – Monday, April 20, 2015

A. Green Mount Professional Building – Planned Use (1st Reading)
B. Right-of-Way Maintenance – Text Amendment (1st Reading)
C. SEPA – Happy Day Tropical Sno (Motions)
D. SEPA – Global Brew (Motions)
E. SEPA – Soul to Sole (Motion)
F. Enjoy Church Alternative Parking Plan (Motion)
G. Reserves of Timber Ridge (2nd Readings)
H. Four Points Center (2nd Readings) – No Change
I. Gateway Classic Cars – Planned Use (2nd Reading) – No Change

IV) Other Business: None

NEXT MEETING: Monday, April 27, 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, March 23, 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, David Cozad, Ray Holden, Harlan Gerrish, and Jerry Mouser. *Other Elected Officials Present:* Ed True, Mike Bennett, Richie Meile, Herb Roach, Kevin Hagarty, and John Drolet. *Staff:* Walter Denton, Pam Funk, Ted Shekell, Sandy Evans, Jeff Stehman, and Justin Randall. *Visitors:* Charlie Pitts, Vern Malare, Dean Oelze, Pat McLeod, Dave Witter, Kurt Schroeder, John Busch, Lauren Vardaman, Denny Blumberg, and Marsha Maller.

II) Approval of Minutes from Previous Meeting – All ayes. Motion carried.

III) Items Requiring Council Action

A. McKendree Metro Rec Plex / Four Points Center (Multiple Action Items) – Justin Randall provided the Committee with an overview of the Four Points Center development. Randall gave a brief presentation on the zoning and platting component of the Four Points Center, including lots, land use, parking, utilities and traffic. Randall also presented a number of ordinance regarding the finance piece of the development, including removing the property from an existing TIF, an intergovernmental agreement with the school districts, ordinances approving the TIF and redevelopment agreement and setting a hearing date for the establishment of a business district. Dean Oelze provided the committee with additional information on detention and the overall project. The committee discussed the project and improvements necessary as a part of the development. The committee recommended moving the resolution and all of the ordinances forward with a vote of 6-0.

B. Reserves of Timber Ridge (Multiple Action Items) – Justin Randall brief overview of the Reserves of Timber Ridge subdivision located off of Simmons Road, north of Kyle Road. Randall provided the committee with an explanation of the preliminary plat, zoning and annexation of the property. Randall informed the committee there was one issues unresolved on the annexation agreement, sanitary sewer. Randall informed the committee the developer has the option for City of O'Fallon or Caseyville Township to provide sanitary sewer service. Ted Shekell indicated the rest of the agreement would be the standard language for an annexation agreement, including the annexation fee and park fees. Denny Blumberg provided the committee with additional information on the subdivision. The committee discussed the proposed subdivision and recommended moving the resolution and ordinances forward with a vote of 6-0.

C. Gateway Classic Cars – Planned Use (1st Reading) – Justin Randall gave an overview of the planned use for Gateway Classic Cars. Randall indicated the planned use would grant the

ability for the business to have a number of events inside as a place of public assembly, including corporate luncheons and private parties. The major issue would be proposed large events that would exceed occupancy requirements, use the parking lot for portions of the event or having alcohol onsite. John Busch of Gateway Classic Cars provided additional information on the types of events they are being asked to schedule and confirmed to the committee they understood the conditions. Kurt Schroeder commented on the planned use, expressing concerns over the events being allowed at the site. The committee discussed the planned use approve and recommended moving it forward with a vote of 6-0.

D. SEPA -Gateway Classic Cars – Midwest Motorcycle Expo (Motion) – Justin Randall gave an overview of the Special Event Permit for the Midwest Motorcycle Expo at Gateway Classic Cars. Randall outlined the event and measured taken by Gateway Classic Cars to address parking concerns and safety of the event. The committee discussed the event and asked staff to conduct additional research into the security of the event. The committee recommended moving it forward with a vote of 6-0.

E. SEPA – Global Brew Multiple Events (Motion) – Justin Randall gave a brief overview of the four events proposed by Global Brew needing Council approval. The events would take place in the building and in an area behind the building with alcohol and live music. June 20th is the Crawfish Boil, August 14th is the Founders Day Fest, September 12th is the Craft Brew Bash at Community Park and October 3rd is the Oktoberfest and Fun Run. The events are consistent with the 2014 events for Global Brew, except the Crawfish Boil is a new event for 2015. The committee recommended approval of the Special Event Permits with a vote of 6-0.

F. SEPA – YMCA Summer Camp (Motion) – Justin Randall briefed the committee on the use of two mobile classrooms to be located in the rear parking area of the YMCA, where they have been located for a number of years. The committee recommended approval of the Special Event Permit with a vote of 6-0.

IV) Other Business - None

MEETING ADJOURNED: 7:30 PM

NEXT MEETING: April 13, 2015 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner

DRAFT MINUTES
O'FALLON PLANNING COMMISSION
March 24, 2015

Chairman Larry Sewell called the meeting to order at 6:00 p.m. in the City Council Chambers and led the Pledge of Allegiance.

ATTENDANCE: Debbie Arell-Martinez, excused; Jeffrey Baskett, present; Patricia Cavins, excused; Al Keeler, present; Rebecca Pickett, present; Joe Rogers, present; Ray Rohr, present; Larry Sewell, present. A quorum was declared present by Sewell.

MINUTES: Motion was made by Rohr and seconded by Rogers to approve the minutes of the March 10, 2015 meeting. All ayes. Motion carried.

Sewell welcomed everyone and explained the role of the Planning Commission. The Planning Commission members introduced themselves. Also present were Community Development Director Ted Shekell and Senior City Planner Justin Randall. Present in the audience were resident Vern Malare, Scott Plocher of Plocher Construction, Petitioner Rachelle Lengermann, Justin Venvertloh of TWM, and Darwin Miles of Miles Properties. Sewell gave an overview of the process that would be followed for the evening.

UNFINISHED BUSINESS: None.

PUBLIC HEARINGS:

(P2015-03) - Zoning Amendment Subject to the Planned Development Ordinance from "O-1" Planned Office District and "B-1(P)" Planned Community Business District to "B-1(P)" Planned Community Business District for a 60,000 sq. ft., 5-story office building with retail. The property is located at the northwest corner of Regency Park Drive and North Green Mount Road. The petitioner is Rachelle Lengermann, Plocher Construction, for Green Mount Development Group, LLC.

Public hearing was opened at 6:05 p.m. Randall presented an overview of the project and staff report. A map of the subject and surrounding properties and their zoning was shown. Randall presented a site plan and multiple building elevations. Randall highlighted various points and issues from Staff's Project Report.

Randall explained that the proposed Green Mount Professional Building is a 5-story, 60,000 square foot Class A office building. The ground floor will contain a bank and a restaurant with alcohol and outdoor seating potential. The second floor will contain a medical office, the third and fourth floors a law firm, and the fifth floor a financial management firm. Randall also described the ingress and egress for the site, stating that there will be two "right-in, right-out" access points from Green Mount Rd. as well as a full access point from the service road to the west of the site. Randall described the on-site traffic circulation as efficient. Additional traffic improvements will be occurring on Green Mount Rd. due to the development of the St. Elizabeth's Hospital site. Randall stated

there is potential for a future connection between the Green Mount Professional Building, the service road, and the St. Elizabeth's campus.

Randall discussed the parking requirements based on the use and square footage of each tenant space as follows:

Ground floor bank (5,275 sq. ft.) and restaurant (5,842 sq. ft.): 73 spaces
Second floor medical office (12,000 sq. ft.): 54 spaces
Third and fourth floor law office (24,000 sq. ft.): 96 spaces
Fifth floor financial management firm (9,326 sq. ft.): 37 spaces

Randall clarified that the remaining floor space on the fifth floor will be used as a penthouse garden area.

Based on the various uses and square footage, the city requires a total of 260 parking spaces for the site. The total proposed is 250 spaces. Randall stated the staff is primarily concerned with the parking during the lunch hour if the restaurant provides a lunch menu. The potential dinner crowd does not pose as much concern because the other offices will be closing around or before the prime dinner hours. The site plan indicates a large buffer between the parking lot and Green Mount Rd., however, due to future improvements to Green Mount Rd. there will be some widening of the road that will reduce those buffers. Additionally, the city requires a break after 20 contiguous parking spaces while the proposed site requests 27.

Randall presented information on the utilities available to the site. City infrastructure already exists for water and sewer will be provided by the city. Drainage will be directed to an existing regional retention pond on the St. Elizabeth's site.

The petitioner also supplied a proposed sign package. Randall stated they have requested signage on all four elevations of the building. The city allows for 300 sq. ft. of signage on three elevations. The city is recommending a variance for the additional signage, but requesting it to be limited to the fourth and fifth floors. The sign package also includes two free standing signs, a 15 foot by 7 foot monument sign and a sign at the corner of Green Mount Rd. and Regency Park. Randall stated the monument sign exceeds the height limit in the sign code by three feet and there is potential for a joint venture with St. Elizabeth's Hospital for the corner sign.

Shekell added that St. Elizabeth's will be required by law to place signage at the corner of Green Mount Rd. and Regency, and is hopeful of a partnership between the petitioner and St. Elizabeth's to develop an attractive sign at this location.

Randall summarized the variances that are requested for this site. They are as follows:

- A reduction of 10 parking spaces
- Modification to the parking lot design, including the parking lot perimeter and length of parking row, to allow as many spaces as possible
    - Randall noted that the city will be developing a pedestrian/bike path between the lot and Green Mount Rd. as the road improvements occur and will provide a sizable buffer and green space.

- Allowance of a 15 foot tall monument sign
- Allowance of signage on all four elevations of the proposed building, with the fourth elevation limited to 175 sq. ft. of signage and placed on the fourth or fifth floor only.

Baskett asked for reasoning behind the limitations of signage to the fourth of fifth floor. Randall explained that it is primarily because of visibility and the city did not want the building to appear cluttered. Shekell stated it also helps draw attention to the impressive height of the building.

Sewell inquired how the city intends to track the sign collaboration between St. Elizabeth's Hospital and the proposed Green Mount Professional Building. Shekell explained the city will leave that up to the applicant to coordinate. The city will get involved if the sign is to be placed in public right of way or requires utilities.

Keeler asked about the collaborative signage style. Shekell stated that the intent is for the sign to be professional and similar to the signs in the local vicinity.

Randall stated that this building will not negatively affect the adjacent properties and Regency Park has numerous commercial properties. The development will not impede the normal development, use, enjoyment, or value of the surrounding property. The proposed building conforms to the Comprehensive Plan, Commercial Handbook, and the Zoning Code with the exception of the few minor variances requested.

Baskett asked about the overall style of the proposed building compares to St. Elizabeth's Hospital. Shekell stated the hospital will be constructed in a prairie style while the proposed building is primarily glass and steel with a modern and sleek look. While different, the style will not be incompatible with the hospital or neighboring structures.

Baskett asked if someone exiting the Green Mount Professional Building lot would be able travel north on Green Mount Rd. by using the service road to access Regency Park and the traffic light. Shekell yes, the proposed design will include a median to prevent vehicles traveling across traffic, however this is dependent upon approval from St. Clair County and collaboration with St. Elizabeth's Hospital.

Pickett asked if there will be access to north Green Mount Rd. if the landscaped median/boulevard is not approved. Shekell stated that there may be a median or buffer, although the plans are not finalized at this time.

Baskett asked if the city has investigated how other cities handle parking for similar buildings. Shekell explained the only concern in the proposed office building parking is the restaurant and the lunch crowd overlapping with business hours of the other tenants. Additionally, there is nowhere for overflow parking to occur as customers cannot park on Regency Park, Green Mount Rd., or on the service road. The city is very comfortable with the dinner hour parking.

Public comments were opened at 6:32 p.m.

No public comments were made.

Public comments were closed at 6:32 p.m.

Staff Recommendation:

Randall read over the Staff Recommendation as follows:

1. A variance to reduce the required parking to 250 parking spaces, with a recommendation to continue to discuss with HSHS to acquire additional land in the northwest corner of the site.
2. A variance to allow the parking lot perimeter and rows to be constructed per the site plan.
3. A variance to the sign code to allow the freestanding signage at a height of 15 feet. Additionally, staff recommends the City Council grant staff authorization that if a deal is negotiated between the two parties, to approve the signage at the corner up to 150 square feet, with both parties having approximately 75 square feet of signage.
4. A variance to the sign code to allow the wall signage be approved according to the City's sign code, which would allow up to 300 square feet of signage on 3 elevations of the applicants choice and the fourth elevation would only be allowed 175 square foot of signage between the 4th and 5th floors.
5. A FDC will need to be located on the building /site with a hydrant for fire protection*.
   *Shekell stated a freestanding FDC will also be available and is acceptable
6. A landscaping plan shall be submitted in accordance with the standards of Section 158.144, except as varied by condition #2.

Motion was made by Rohr and seconded by Baskett to approve the Staff's Recommendation.

ROLL CALL: Baskett, aye; Keeler, aye; Pickett, aye; Rogers, aye; Rohr, aye; Sewell, aye. All ayes. Motion to approve with conditions passed.

The project moves to Community Development Committee on April 13, 2015, at 6 p.m. The public hearing was closed at 6:35 p.m.

REPORTS OF STANDING AND SPECIAL COMMITTEES: None.

REPORTS AND COMMUNICATION:

Shekell noted that the Green Mount Professional Building is on a very tight timeline for construction and the site is undermined and some site work will be occurring soon.

Randall announced that there are no petitions awaiting public hearing for April 14, 2015, so the meeting has been cancelled.

Shekell stated Gander Mountain is scheduled to open in May and Carmax will be starting mine remediation soon. Rohr asked if Carmax will primarily be a paved parking lot space. Shekell confirmed this and stated it will be near Meyer Honda on Central Park Dr.

Shekell stated St. Elizabeth's Certificate of Need hearing will be held on April 21, 2015. No new board member has been appointed yet.

Baskett asked if the city's codes are not prepared to handle large, multi-story buildings such as the proposed office building. Baskett stated he believes similar buildings will be built in the area following the development of the hospital and is concerned that the city will need to grant many variances to accommodate these developments. Shekell stated that the primary issue with this project is the parking with the mixed use and the city does have an alternate parking provision. The city has flexibility built in to the codes. Baskett also inquired about the signage variance. Shekell reiterated the city has much flexibility in the codes.

ADJOURNMENT:

Motion was made by Keeler and seconded by Rohr to adjourn. All ayes. Motion carried. The meeting was adjourned at 6:43 p.m.

Respectfully submitted,

_____
Jessica Warden, Transcriptionist

_____
Minutes approved by Planning Commission

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THROUGH: Ted Shekell, Director of Community Development

DATE: April 13, 2015

SUBJECT: P2015-03: Green Mount Professional Building, Planned Use

Recommendation

The Planning Commission held a public hearing on the above referenced application at their March 24, 2015 meeting. The Commission voted 6-ayes and 0-nays to approve the requested Planned Use application for Green Mount Development Group, subject to the conditions recommended by staff, with a clarification that the FDC could be on the building or a remote connection.

Project Background and Summary

The applicant, Rachelle Lengermann of Green Mount Development Group has filed an application requesting approval of a planned use for parcels of land generally located at 1405 North Green Mount Road, currently zoned B-1(P), Planned Community Business District and O-1(P), Planned Office District to be rezoned to B-1(P), Planned Community Business District and a Planned Use for the construction of a 60,000 square foot, 5-story Class A office building, associated parking, and landscaping.

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

Additionally, Plocher Construction has begun the mine remediation process for the site.

Staff Recommendation

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

1. A variance to reduce the required parking to 250 parking spaces, with a recommendation to continue to discuss with HSHS to acquire additional land in the northwest corner.
2. A variance to allow the parking lot perimeter and rows to be constructed per the site plan.
3. A variance to the sign code to allow the freestanding signage at a height of 15 feet. Additionally, staff recommends the City Council grant staff authorization that if a deal is negotiated between the two parties, to approve the signage at the corner up to 150 square feet, with both parties having approximately 75 square feet of signage.
4. A variance to the sign code to allow the wall signage be approved according to the City's sign code, which would allow up to 300 square feet of signage on 3 elevations of the applicants choice and the fourth elevation would only be allowed 175 square foot of signage between the 4th and 5th floors.
5. A FDC will need to be located on the building (or remotely) with a hydrant for fire protection.
6. A landscaping plan shall be submitted in accordance with the standards of Section 158.144.

Attachments:

1. Report to Plan Commission

PROJECT REPORT

TO:	Planning Commission
FROM:	Justin Randall, Senior City Planner
	Ted Shekell, Community Development Director
DATE:	March 24, 2015
PROJECT:	P2015-03: Green Mount Professional Building – Planned Use

Location:	Northwest corner of Green Mount Road and Regency Park (1405 North Green Mount Road)
Ward:	1
Applicant:	Rachelle Lengermann of Green Mount Development Group
Owner:	Green Mount Development Group
Submitted:	February 18, 2015

Introduction

The applicant, Rachelle Lengermann of Green Mount Development Group has filed an application requesting approval of a planned use for parcels of land generally located at 1405 North Green Mount Road, currently zoned B-1(P), Planned Community Business District and O-1(P), Planned Office District to be rezoned to B-1(P), Planned Community Business District and a Planned Use for the construction of a 60,000 square foot, 5-story Class A office building, associated parking, and landscaping.

Existing Conditions

Subject Property

The subject property for the proposed Green Mount Professional Building is an approximate 3.55 multi-parcel property. The property is located on the northwest corner of intersection of Green Mount Road and Regency Park.

The property is currently vacant and slopes down from Green Mount Road to a service road for the Regency Conference Center. The proposed office site is undermined by the St. Ellen Mine, which is located at a depth of approximately 120 to 135 feet. To reduce the risk of mine subsidence, a program of grouting the mine voids is proposed for the areas under and around the office building footprint. The site will utilize a 4.64 acre stormwater retention facility on the St. Elizabeth site, behind the Hilton Garden Inn and Conference Center. The subject property is located outside of any floodplain.

Surrounding Properties

The property surrounding the proposed Green Mount Professional Building is a mixture of non-residential uses, including commercial, office, and restaurants. The following is detailed information on the surrounding zoning and land uses.

Surrounding Zoning:	Surrounding Land Use:
North: O-1(P)	North: St. Elizabeth's Hospital site
East: A, SR-2	East: O'Fallon Assembly of God & Cambridge Commons residential subdivision
South: B-1(P)	South: Bella Milano, Global Brew, Egg and I, PNC Bank and Green Mount Corporate Center
West: B-1(P)	West: Hilton Garden Inn & Regency Conference Center & vacant land

Applicable Ordinances, Documents and Reports

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

Code of Ordinances: The proposed 5-story 60,000 square foot Class A office building is subject to Article 6 Planned Uses of Chapter 158: Zoning of the Code of Ordinance and requires a development plan. The property is also subject to the B-1, Community Business District requirements and the Commercial Design Handbook

Public Notice: Public Notice of this project has been fulfilled in accordance with Section 158.255 and158.256 of the City of O'Fallon Zoning Regulations. More specifically, the applicant has notified property owners within 250 feet of the subject property via certified mail of the filing of the zoning amendment. Additionally, the City has notified property owners within 250 feet of the subject parcel of the public hearing at least 15 days prior to the hearing and published notice of the public hearing in a local newspaper at least 15 days in advance. Proof of notification is on file with the City's Community Development Department.

Discussion Points/Issues

Land Use

The Green Mount Profession Building is a 60,000 square foot, 5-story building. The proposed Class A office building is expected to have a mixture of uses, the first floor has the potential for a bank, retail or restaurant, while the remaining floors will be office uses. The second floor is a proposed medical office, the third and fourth floor is proposed as a law firm and the fifth floor is a financial management firm. The fifth floor is proposed at 9,326 square feet with the remaining 2,674 square feet as a rooftop garden / open space.

Traffic Circulation/Parking

Existing Infrastructure: Two major arterial roads will deliver traffic to the site, Interstate 64 to the south and Highway 50 to the north. Green Mount Road conveys traffic from Exit 16 off Interstate 64 north to the site. Green Mount Road also provides a connection to Highway 50 bringing traffic south to the site. Green Mount Road is currently a two-lane St. Clair County roadway with a middle turn lane.

Regency Park also will convey traffic to the site. Regency Park intersects Green Mount Road at a signalized intersection just south of the site. Regency Park then moves to the northwest to a signalized intersection with Highway 50, just east of Exit 14 off Interstate 64. Regency Park is a two-lane city street with a middle turn lane.

Traffic Improvements: The City of O'Fallon has comprehensively evaluated the impact of the existing development and new development in the area, with the St. Elizabeth's Hospital and other potential development in the area. The City had a traffic consultant provide a detailed traffic study on the area. The traffic report recommends the

improvement of Green Mount Road to four lanes with dedicated turn lanes and landscaping area adjacent to the roadway and within a center median.

Ingress and Egress: Access to the site will be by means of three points of access, two on Green Mount Road and one off Regency Park. The site's two entrances on Green Mount Road are existing entrances placed with the last improvements to Green Mount Road. The southernmost entrance on Green Mount Road is a right-in, right out and the northern entrance is currently designed for full access. The reconstruction of Green Mount Road will add a planted median, which will require the northern entrance to be reconstructed to be a right-in, right-out.

Access from Regency Park is from the existing service road to the Regency Conference Center. The service road is located on an adjacent parcel, however is located within an access easement and is not a city street. The service road is approximately 38 feet wide at Regency Park and tapers down to 24 feet as it travels north. Access to the parking lot of the Green Mount Professional Building from this road is set back over 400 feet, which will allow for additional stacking for the left turn to get to the signalized intersection of Regency Park and Green Mount Road.

On-site circulation: Once on-site, staff believes there is sufficient traffic circulation within the parking lot to maintain an efficient flow of traffic onto and throughout the site. However, there is an opportunity for improvement to the site's accessibility to Green Mount Road. The plans for the St. Elizabeth's Hospital site indicated a future connection to the south, which could be accomplished with an extension of the service road to the St. Elizabeth's site. The developer and the hospital are currently looking into the feasibility of making the connection with the development of the hospital and the Green Mount Professional Building.

Parking: The applicant has included a breakdown of the uses within the building. The ground floor has two proposed uses, 5,275 square feet of retail/bank space and 5,842 square feet of retail/restaurant use requiring a total of 73 parking spaces for the ground floor. The 2nd floor (12,000 square feet) will be for medical offices requiring 54 parking spaces. The 3rd and 4th floor (24,000 square feet) will be for office uses, requiring 96 parking spaces. The 5th floor (9,326 square feet) will also be office space, requiring 37 parking spaces. Overall, the development is required to provide 260 parking spaces according to city code.

The development proposes providing 250 parking spaces. The reduction of 10 parking spaces (or 3.8% of the required parking) is being requested as a variance. A variance is only needed if a restaurant is located on the ground floor and takes up the whole 5,842 square feet designated in the parking calculations. Additionally, the concern over the restaurant parking is only during the lunch hours and early dinner hours, when the building has all offices open, after 5:00 PM the office parking demand will diminish and plenty of parking will be available for a potential restaurant use. A summary of the information Plocher Construction provided to justify this parking reduction is summarized below:

1. The designed parking spaces run east to west on the majority of the lot. This allows for proper flow in and out of the lot with access from both Green Mount Road (to the East) and a common access road to the west. This layout also allows for a pedestrian to safely walk down the drive aisles as opposed to swerving in and out of spaces. If the spaces were running north to south (which would provide additional parking spaces), it is our belief that this creates an unnecessary safety hazard for pedestrians. Pedestrian safety is very important to the building owners and the tenants.

	Proposed Space	Parking Rate	Total Spaces Required
1st Floor			
Bank	5,275	4 per 1,000 s.f.	21
Retail / Restaurant	5,842	9 per 1,000 s.f.	52
2nd Floor			
Medical	12,000		30
3rd Floor			
Law Office	12,000		42
4th Floor			
Law Office	12,000		43
5th Floor			
Financial Planning	9,326		25
		Total	213

2. The majority of the tenants for the building and their subsequent actual parking requirements are already known and have signed leases. *While the code states 260 parking spaces are required, the table below states what the actual maximum needs are for the building tenants' employees, visitors and clients.*

Additionally, the owners of Green Mount Development Group, LLC have properties with tenants similar to this one across the metro east area and there have not been any issues with lack of parking based on the maximum needs stated above.

3. The original parking layout for the project included more spaces than the code required but a portion of the eastern edge of our development is needed for the Green Mount Road widening project thus eliminating approximately 10-15 parking spaces that otherwise would have been available. Additionally, the owners of the development are continuing their efforts to acquire additional property to the north or west. If a small piece of land is acquired to the northwest of this property, there is an opportunity to pick up 14 additional spaces. Since negotiations to acquire additional land are ongoing, the owners can not commit to adding those additional spaces, but they are continuing to work towards that solution.

Additionally, to maximize the parking spaces to the fullest potential of the existing site, there are a couple parking lot design standards that vary from the requirements of the city. The city's code requires parking lots that are to accommodate over 5 parking spaces to be setback from the property line 7 feet. Along the eastern property line (Green Mount Road), the setback is down to 5 feet and in the northwest corner a drive aisle is only a foot from the property line. There is also a location in which there is 27 parking spaces without a break, the code requires a break in parking every 20 parking spaces.

There is potential to additional land to be added in the northwest corner from St. Elizabeth's Hospital, which would square off the property and be used to provide additional parking spaces. Staff is concerned over the lack of 10 parking spaces, but understands the concerns of the applicant over pedestrian safety and on-site circulation. Additionally, a variance is only needed if a restaurant is located on the ground floor and takes up the whole 5,842 square feet designated in the parking calculations. Additionally, the concern over the restaurant parking is only during the lunch hours and early dinner hours, when the building has all offices open, after 5:00 PM the office parking demand will diminish and plenty of parking will be available for a potential restaurant use. At this time, staff is satisfied that the site has enough parking, however staff recommends the applicant continue to discuss with St. Elizabeth's Hospital to acquire the area in the northwest corner to address the lack of parking spaces.

Parking space size: Code requires 10' x 19' parking spaces with 24' aisles (62' modules). The proposed development provides 10' x 20' parking spaces with 24' drive aisle, which complies with the regulations. The site also meets the requirements for accessible parking.

Parking lot lighting: The plan generally meets the lighting code requirements. The poles are located in landscape islands and the photometric plan indicates adequate levels of lighting across the area. Additional details on the lighting standards will need to be provided to ensure lighting is directed toward the ground to reduce glare as required in Section 158.143.

Utilities and Drainage

Public Utilities

There are multiple water mains adjacent to the site including a 16" water main along the south side of Regency Park, a 12" water main on the east side of Green Mount Road and an 8" water main that was stubbed to the end of the service. The proposed water service for the building will come off the 8" water line located along the west side of the service road.

Sewer service will also be provided to the office building via City infrastructure. The site will be served with a sewer line under Green Mount Road. A separate grease trap will be installed to accommodate a potential restaurant. Although the facility is currently located within Caseyville Township Sewer District FPA, the City believes it has authority to provide sewers to the office building, given changes in the FPA rules and processes, particularly given our sewer's close proximity to the site.

Drainage

Storm water will be accommodated by utilizing the existing retention (wet) basin at the southern end of the St. Elizabeth's site.

Building and Site Improvements

The proposed 60,000 square foot Class A office building will have four-side visibility. The building elevations meet many of the recommendations of the Commercial Design Handbook, including use of varying building materials, incorporation of architectural components including 360 degree architecture, awnings and varying roof lines. The exterior building materials include a mix of stone, white/silver metal panels and glass. The mechanical units are located behind a screen wall on the ground. The dumpster is located at the north end of the parking lot area within a brick enclosure.

Sidewalk

Per City requirements, a sidewalk is to be installed in front of all new developments. The plan is showing the existing sidewalks along Regency Park and Green Mount Road. The Green Mount Road improvements, resulting from the St. Elizabeth Hospital development and the widening of Green Mount Road, include a 10-foot multi-use pedestrian/bikeway along Green Mount Road.

Landscaping and Buffer Requirements

Parking Lot Landscaping

At this time, a landscaping plan has not been completed and submitted for the site. A landscape plan will have to meet the City's requirements for landscaping the parking lot, street landscaping. The site plan shows two areas in which the 7-foot buffer around the perimeter of the parking lot is not met; along Green Mount Road and in the northwest corner of the site. Staff recommends a reduction of the required buffer because the reconstruction of Green Mount Road will provide additional green space to make up for the 2 feet the applicant is seeks for a reduction. Staff also recommends a reduction in the northwest corner of the lot, the property line constrains the design, coupled with the need for all of the parking spaces that can be designed for the site. Additionally, the reconstruction of Green Mount Road will have a number of trees planted as a part of the construction project, however the landscaping plan will need to address street trees along Regency Park and landscaping in the parking lot islands, which the city code requires two trees and two shrubs within each of the landscape islands.

Buffers
The property is surrounded by B-1(P) and O-1(P) zoning, therefore there are no requirements for a structural buffer.

Signage
The planned use submittal includes a comprehensive sign package for the Green Mount Professional Building. Variations for code requirements for both freestanding and walls signage are being requested, but generally speaking, staff feels the proposed signage is not out of scale for the type of building proposed.

Freestanding Signs
The sign package shows two freestanding signs, one at the corner of Green Mount and Regency, and the other at the north end of the property on Green Mount Road. Each of the proposed monument signs are 15 feet tall and 7 feet wide with 57.5 square feet of signage and an approximately 2'4" foot brick base.

The sign code allows for up to two freestanding signs (one for each adjacent street) for this corner property. City regulations limit multi-tenant monument signs to 12 feet in width and 8 feet in height at the property line; up to 12 feet in height if setback 16 feet or more. Signage for a multi-tenant monument sign is based on 50% of the street frontage for the lot, up to a maximum of 132 square feet. The frontage of Green Mount Road is approximately 635 feet, which will allow up to the maximum of 132 square feet. The frontage of Regency Park is approximately 230 feet, which will allow up to 115 square feet of signage. While the proposed free standing signs are somewhat taller than normally allowed by code, staff believes the signs are in scale with the building and are well-designed. Staff feels it is appropriate to allow these freestanding signs to be a little larger based on the sign approved for the multi-story office building just to the south. Following the example set by that previous approval, the freestanding signs could be up to 15 feet high.

However, there are potential changes to the design of the sign at the corner of Green Mount Road and Regency Park. The state requirements for hospitals are going to require some signage for St. Elizabeth's Hospital in the general area, whether on this site or the adjacent right-of-way. The applicant and St. Elizabeth's Hospital have been in discussion about signage for the hospital, but there has not been a resolution to the conversations at this point. The ultimate goal would be to create a joint venture between the property owner and St. Elizabeth's Hospital to reduce the number of signs in the general area and create a situation where both parties could be located on the same sign. If a deal can be struck, staff would recommend the City Council grant staff authorization to negotiate a deal with the two parties that would allow signage at the corner to increase to 150 square feet, with both parties having approximately 75 square feet of signage.

Wall Signs
The wall signage as proposed meets most of the city's sign code requirements. Based on the size of the building, code allows up to 300 square feet of signage per elevation, with signage located on a maximum of 3 elevations. The applicant is requesting wall signage on all four elevations; however the fourth elevation would only include signage between the 4th and 5th floors. Below is detailed information on the sign package for the building.

The proposed sign package breaks down the wall signage based on elevations, providing the approximate sign dimensions.

- North Elevation: *Overall, the north elevation has 5 signs with a total of 256.75 square feet of signage*. There are two signs located between the 1st and 2nd floors sized at 25 square feet each. There is one sign located between the 2nd and 3rd floors sized at 25.5 square feet. Additionally, there are two signs located between the 4th and 5th floors sized at 75 and 106.25 square feet.
- East Elevation: *Overall, the east elevation has 6 signs with a total of 306.25 square feet of signage*. There is one sign located between the 1st and 2nd floors sized at 25 square feet. There are three signs located between the 2nd and 3rd floors sized at 25, 25 and 50 square feet. Additionally, there are two signs located between the 4th and 5th floors sized at 75 and 106.25 square feet.

- South Elevation: *Overall, the south elevation has 4 signs with a total of 150 square feet of signage.* There are three signs located between the 1st and 2nd floors all sized at 25 square feet. There is one sign located between the 4th and 5th floors sized at 75 square feet.
- West Elevation: *Overall, the west elevation has two signs with a total of 181.25 square feet of signage*. There are two signs located between the 4th and 5th floors sized at 106.25 square feet and 75 square feet.

Staff is not overly opposed to the sign package as proposed. Staff would recommend the sign package for the building be approved according to the City's sign code, which would allow up to 300 square feet of signage on 3 elevations of the applicants choice and the fourth elevation would only be allowed 175 square foot of signage between the 4th and 5th floors.

Variances

Parking Counts: The development provides 250 parking spaces. The reduction of 10 parking spaces (or 3.8% of the required parking) is being requested as a variance. Staff believes the applicant has submitted sufficient evidence to indicate that a small reduction in parking will not negatively affect the development or surrounding properties. Additionally, a variance is only needed if a restaurant is located on the ground floor and takes up the whole 5,842 square feet designated in the parking calculations. Additionally, the concern over the restaurant parking is only during the lunch hours and early dinner hours, when the building has all offices open, after 5:00 PM the office parking demand will diminish and plenty of parking will be available for a potential restaurant use. However, staff recommends the applicant continue discussions with HSHS to acquire additional ground in the northwest corner for additional parking.

Parking Lot Design: The development has two variances on the design of the parking; parking lot perimeter and length of a parking row. Along the eastern property line (Green Mount Road), the setback is down to 5 feet and in the northwest corner a drive aisle is only a foot from the property line. There is also a location in which there is 27 parking spaces without a break, the code requires a break in parking every 20 parking spaces. Staff recommends a reduction of the required buffer because the reconstruction of Green Mount Road will provide additional green space to make up for the 2 feet the applicant is seeks for a reduction. Staff also recommends a reduction in the northwest corner of the parking lot, the property line constrains the design, coupled with the need for all of the parking spaces that can be designed for the site.

Signage: The City's sign code is not tailored for a large office building project, however the signage allowed is generous. The sign package submitted includes two 15 feet tall and 7 feet wide with 57.5 square feet of signage The city's freestanding signs, call for monument signage at 8 feet in height, up to 12 feet if setback from the road 16 feet. In this particular instance, staff would not be opposed to a similar free standing sign as the Green Mount Corporate Center at Green Mount Road at Interstate 64, which was approved at 15 feet in height with 96 square feet of signage. There potential for a joint venture between the developer and St. Elizabeth Hospital for a sign for both parties. Staff would recommend the City Council grant staff authorization that if a deal is negotiated between the two parties, the signage at the corner could be approved with an increase of up to 150 square feet, with both parties having approximately 75 square feet of signage.

The maximum signage allowed on a wall is 300 square feet on three sides of the building. The Green Mount Professional Building is a 5-story building with high visibility. Staff would recommend the sign package for the building be approved according to the City's sign code, which would allow up to 300 square feet of signage on 3 elevations of the applicants choice and the fourth elevation would only be allowed 175 square foot of signage between the 4th and 5th floors.

Review and Approval Criteria

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

1. The criteria governing the rezoning of the property and approval of site plans, as set forth in the standards and requirements found elsewhere in the zoning code or in other applicable law,

   The project meets all applicable zoning standards except for the variances identified above.

2. The physical design of the proposed plan and the manner in which said design makes adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space and park dedication, and furthers the amenities of light, air, recreation and visual enjoyment.

   The proposed development provides adequate provisions for public services, provides the necessary improvements to the control the increased traffic. The project greatly enhances pedestrian traffic opportunities on Green Mount Road and Regency Park Place. Overall, staff believes the site furthers the amenities of light, air, recreation and visual enjoyment.

3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.

   The development includes a number of visual enhancements done to reduce the visibility of mechanical units and landscaping will be provided to help in reducing the size of the building. Additionally, there are additional large developments along Regency Park, including the Regency Conference Center, Hilton Garden Inn and Balke Brown building.

4. The conformity with the standards and principles of the Comprehensive Plan and all other adopted regulations, including the Commercial Design Handbook dated July 6, 2009 and on file with the City Clerk. *(Ord 3665; passed 5-3-10)*

   The proposal is consistent with the Comprehensive Plan and the design of the buildings meets the intent of the Commercial Design Handbook.

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

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

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

   Yes, a community need exists for the proposed use.

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

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

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

   The proposed building is similar to and will not detract from many of the structures surrounding the property.

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

   The proposed development will be required to meet the area-bulk requirements set forth in the B-1 Community Business District.

Staff Recommendation

Staff recommends approval of the project with the following conditions:

1. A variance to reduce the required parking to 250 parking spaces, with a recommendation to continue to discuss with HSHS to acquire additional land in the northwest corner.
2. A variance to allow the parking lot perimeter and rows to be constructed per the site plan.
3. A variance to the sign code to allow the freestanding signage at a height of 15 feet. Additionally, staff recommends the City Council grant staff authorization that if a deal is negotiated between the two

parties, to approve the signage at the corner up to 150 square feet, with both parties having approximately 75 square feet of signage.

4. A variance to the sign code to allow the wall signage be approved according to the City's sign code, which would allow up to 300 square feet of signage on 3 elevations of the applicants choice and the fourth elevation would only be allowed 175 square foot of signage between the 4th and 5th floors.
5. A FDC will need to be located on the building with a hydrant for fire protection.
6. A landscaping plan shall be submitted in accordance with the standards of Section 158.144.

<u>Attachments</u>
Attachment 1 – Project Application
Attachment 2 – Zoning Map
Attachment 3 – Surrounding Land Use Map
Attachment 4 – Site Plan
Attachment 5 – Building Elevations
Attachment 6 – Sign Package

CITY OF O'FALLON

FEB 18 2015

DATE PAID

O'Fallon ILLINOIS

Planned Use / Re-Zoning Application

NAME OF PROJECT: GREEN MOUNT BUILDING PARTNERS

ADDRESS/GENERAL LOCATION: CORNER OF REGENCY + GREEN MOUNT 1433, 1425, 1417 N. GREEN MOUNT ~~496 REGENCY PARK~~

SUBDIVISION NAME & LOT NUMBER(S): SHOPPES AT GREEN MOUNT

PARCEL NUMBER(S): 03360204006, 03360204005, 03360204004, 03360204003

PLEASE CHECK THE TYPE OF APPLICATION (PLEASE CHECK ONE):

- [x] PLANNED USE
- [x] RE-ZONING (STANDARD MAP AMENDMENT)

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

PRESENT ZONING: B1(P) + O1(P)

PROPOSED ZONING: B1 (P)

PROPOSED # OF LOTS: WILL COMBINE INTO 1

PROPOSED # OF DWELLING UNITS: 0

PROPOSED NUMBER OF BUILDINGS: 1

PROPOSED GROSS FLOOR AREA: ≈ 60,000 SF

AREA IN ACRES: ALL EXISTING 4 LOTS COMBINED = 3.546

PRESENT USE: EMPTY LOT

APPLICANT INFORMATION:

NAME: RACHELLE LENGERMANN

COMPANY: PLOCHER CONSTRUCTION

ADDRESS: 2808 THOLE PLOCHER ROAD
HIGHLAND, IL 62249

PHONE: 618-654-9408

FAX: 618-654-6454

EMAIL: RMLENGERMANN@PLOCHERCO.COM

SIGNATURE OF APPLICANT

DESIGN PROFESSIONAL INFORMATION:

NAME: JUSTIN VENVERTLOH

COMPANY: TWM

ADDRESS: 600 COUNTRY CLUB DRIVE, SUITE 1
EDWARDSVILLE, IL 62025

PHONE: 618-656-4040

FAX: 618-656-4343

EMAIL: JVENVERTLOH@TWM-INC.COM

SIGNATURE OF DESIGN PROFESSIONAL

RECEIVED FEB 17 2015

STAFF USE ONLY

DATE RECEIVED:

APPLICATION RECEIVED BY: Y. Evans

APPLICATION FEE: $500.00

PROJECT ID #: P2015-03

STAFF ASSIGNED: J. Randall

PLAN REVIEW FEE DEPOSIT REC'D: $900.00

Greenmount Centre LLC
1177 N. Green Mount Rd Ste 201
O'Fallon IL 62269

- also -

Owner SSA Investment, LLC
5720 N. Belt West Ste 20-301
Belleville IL 62226

RECEIVED FEB 1 7 2015

GREEN MOUNT DEVELOPMENT GROUP, LLC
GREEN MOUNT AND REGENCY PARK SITE
PRELIMINARY DEVELOPMENT PLAN NARRATIVE

The proposed Green Mount Building Partners site consists of a total of approximately 3.55 acres over 4 parcels of land located at the northwest corner of the intersection of North Green Mount Road and Regency Park in O'Fallon, Illinois. More particularly, the subject site is Lots 1, 2, 2A and 3 of the Shoppes at Green Mount development. Currently, the lot sits vacant and is zoned B-1 (P) and O-1 (P). The owner is requesting the O-1 (P) parcels to be rezoned to B-1(P) to accommodate the proposed 60,000 square foot office building.

The existing topography is shown on the preliminary development site plan submitted for review and approval by the City of O'Fallon. The site topography shows the current grades of the site depict one distinct drainage pattern towards the northwest corner of the site. Within design of the Shoppes at Green Mount, storm sewer infrastructure has been installed along the west and south property lines, and a junction box has been provided in the northwest corner of the site for connection of our development's stormwater. Said storm sewer systems then discharge to a regional detention pond for the development. Detention therefore will not be provided on the Green Mount Building Partners property site.

The development will be designed in accordance with the City of O'Fallon requirements.

Green Mount Development Group, LLC, the applicant, is requesting Planning Commission and City Council approval of the submitted preliminary development site plan.

March 19th, 2015

City of O'Fallon
255 South Lincoln Ave.
O'Fallon, IL 62269

Re: Green Mount Professional Building – Parking Variance

To Whom It May Concern:

On behalf of our client, Green Mount Development Group, LLC, Plocher Construction is requesting a variance with regards to the parking requirements included in the City of O'Fallon, Illinois Code of Ordinances, Chapter 158, Article 7, Section 158.136. The code states the development would need to provide the following parking spaces for the intended uses:

	Proposed Space	Parking Rate	Total Spaces Required
1st Floor			
Bank	5,275	4 per 1000 s.f.	21
Retail	5,842	9 per 1000 s.f.	52
2nd Floor			
Medical	12,000	4.5 per 1000 s.f.	54
3rd Floor			
Law Office	12,000	4 per 1000 s.f.	48
4th Floor			
Law Office	12,000	4 per 1000 s.f.	48
5th Floor			
Financial Planning	9,326	4 per 1000 s.f.	37
		Total	**260**

After many hours of thoughtful planning and coordination with city staff, Plocher and its' engineers were able to incorporate **250** parking spaces into our design. The amount of parking space being provided is more than 96% of what is required by city codes. , Plocher Construction considers the amount of parking provided to be ample space for this building's known use and the layout provided is the most efficient use of land. This opinion is supported by the following facts:

1. The designed parking spaces run east to west on the majority of the lot. This allows for proper flow in and out of the lot with access from both Green Mount Road (to the East) and a common access road to the west. This layout also allows for a pedestrian to safely walk down the drive aisles as opposed to swerving in and out of spaces. If the spaces were running north to south (which would provide additional parking spaces), it is our belief that this creates an unnecessary safety hazard for pedestrians. Pedestrian safety is very important to the building owners and the tenants.

2808 Thole Plocher Road Highland, IL 62249 • P 618.654.9408 F 618.654.6454 • www.plocherco.com

2. The majority of the tenants for the building and their subsequent ACTUAL parking requirements are already known and have signed leases. While the code states 260 parking spaces are required, the table below states what the actual maximum needs are for the building tenants' employees, visitors and clients.

	Proposed Space	Parking Rate	Total Spaces Required
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Bank	5,275	4 per 1000 s.f.	21
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2nd Floor			
Medical	12,000		30
3rd Floor			
Law Office	12,000		42
4th Floor			
Law Office	12,000		43
5th Floor			
Financial Planning	9,326		25
		Total	**213**

Additionally, the owners of Green Mount Development Group, LLC have properties with tenants similar to this one across the metro east area and there has not been any issues with lack of parking based on the maximum needs stated above.

3. The original parking layout for the project included more spaces than the code required but a portion of the eastern edge of our development is needed for the Green Mount Road widening project thus eliminating approximately 10-15 parking spaces that otherwise would have been available. Additionally, the owners of the development are continuing their efforts to acquire additional property to the north or west. If a small piece of land is acquired to the northwest of this property there is an opportunity to pick up 14 additional spaces. Since negotiations to acquire additional land are ongoing, the owners can not commit to adding those additional spaces, but they are continuing to work towards that solution.

For the reasons listed above Plocher Construction asks that the City of O'Fallon grant the variance to permit 250 parking spaces in lieu of the required 260 for the Green Mount Professional Building allowing this exciting new one of a kind development to move forward promptly.

Sincerely,

Scott Plocher

Scott Plocher, PE
President

March 19th, 2015

City of O'Fallon
255 South Lincoln Ave.
O'Fallon, IL 62269

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Additionally, the owners of Green Mount Development Group, LLC have properties with tenants similar to this one across the metro east area and there has not been any issues with lack of parking based on the maximum needs stated above.

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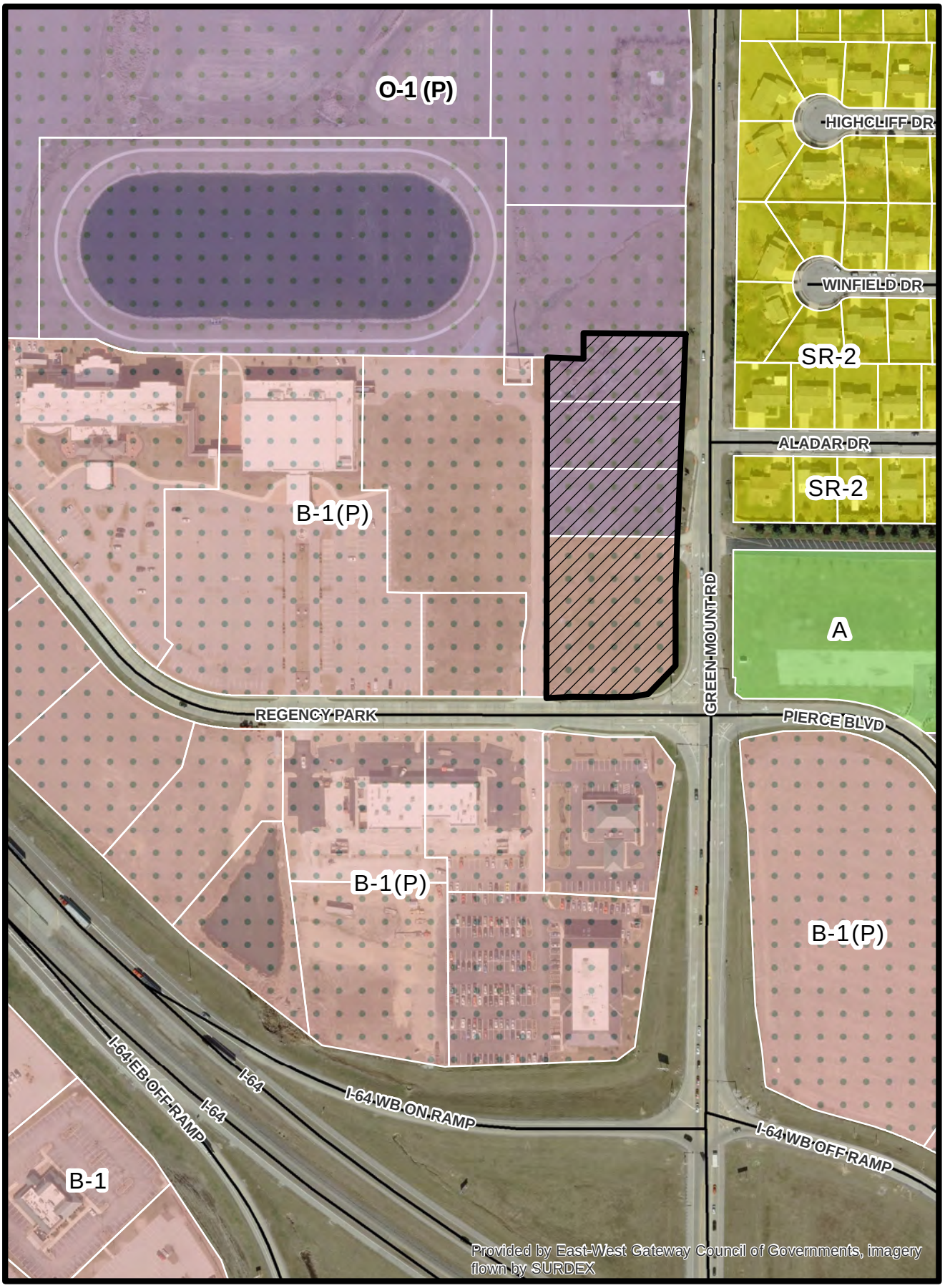
For the reasons listed above Plocher Construction asks that the City of O'Fallon grant the variance to permit 250 parking spaces in lieu of the required 260 for the Green Mount Professional Building allowing this exciting new one of a kind development to move forward promptly.

Sincerely,

Scott Plocher

Scott Plocher, PE
President

P2015-03: Green Mount Professional Building - Zoning Map



Subject Property

0 110 220 440 660 Feet

N W E S

O'Fallon ILLINOIS

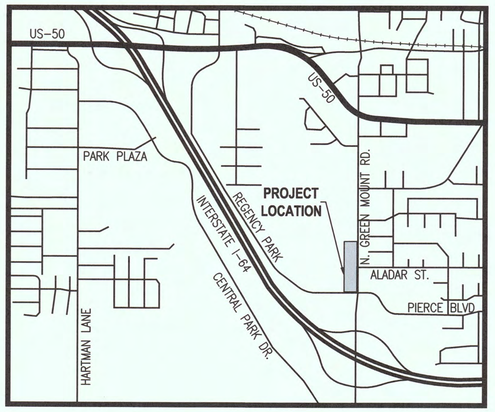
P2015-03: Green Mount Professional Building - Land Use Map

Subject Property

0 130 260 520 780 Feet

N W E S

O'Fallon ILLINOIS



LOCATION MAP
NOT TO SCALE

Preliminary Site Plan for Green Mount Professional Building

Green Mount Road and Regency Park
Lot 1, Lot 2, Lot 2A and Lot 3 of "The Shoppes at Green Mount"
Part of the Northeast Quarter of Section 36, Township 2 North, Range 8 West of the Third Principal Meridian
City of O'Fallon, St. Clair County, Illinois

INDEX OF SHEETS

C1 COVER SHEET

C2 SITE PLAN

C3 UTILITY AND GRADING PLAN

LEGAL DESCRIPTION

LOT 1, LOT 2, LOT 2A AND LOT 3 OF "THE SHOPPES AT GREEN MOUNT", BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS; REFERENCE BEING HAD TO THE FINAL PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS 105 ON PAGE 92, AS DOCUMENT NO. A01916664.

EXCEPT COAL, GAS, AND OTHER MINERAL RIGHTS CONVEYED, EXCEPTED OR RESERVED IN PRIOR CONVEYANCES.

APPLICANT and OWNER
GREEN MOUNT DEVELOPMENT GROUP LLC
2808 THOLE-PLOCHER ROAD
HIGHLAND, ILLINOIS 62249
(618) 654-9408

CIVIL ENGINEER
THOUVENOT WADE & MOERCHEN, INC
600 COUNTRY CLUB VIEW, SUITE 1
EDWARDSVILLE, ILLINOIS 62025
JUSTIN VENVERTLOH, PE.
(618) 656-4040

LEGEND

IRON PIPE FOUND	GUYWIRE	FM	FORCEMAIN LINE
IRON PIPE SET	LIGHTPOLE	SAN	SANITARY SEWER LINE
STREET SIGN	TELEPHONE POLE	W	WATER LINE
LIFT STATION (L.S.)	TELEPHONE RISER (TELE)	G	GAS LINE
MANHOLE	MAILBOX	FO	FIBER OPTIC LINE
CLEAN OUT (CO)	SHED (S)	UE	UNDERGROUND ELECTRIC LINE
WATER VALVE (WV)	FIR TREE	UT	UNDERGROUND TELEPHONE LINE
FIRE HYDRANT	DECIDUOUS TREE		STORM SEWER LINE
WATER METER (WM)	BUSH OR SHRUB	W	PROPOSED WATER MAIN
DOWNSPOUT (RD)	TREE LINE		PROPOSED STORM SEWER LINE
GAS VALVE (GV)	FENCE		PROPOSED STORM SEWER LINE
GAS METER (GM)			PROPOSED FIRE HYDRANT
POWER POLE			PROPOSED WATER VALVE (WV)
			PROPOSED MANHOLE
			PROPOSED OPEN-THROAT INLET
			PROPOSED JUNCTION BOX (JB)
			PROPOSED FLARED END SECTION

SITE SUMMARY TABLE

LOT AREA	LOT 1 – 27,741 S.F. OR 0.64 ACRES LOT 2 – 29,812 S.F. OR 0.68 ACRES LOT 2A – 29,583 S.F. OR 0.68 ACRES LOT 3 – 68,198 S.F. OR 1.57 ACRES
PROPOSED GROSS FLOOR AREA	60,000 S.F.
MAX. GROSS FLOOR AREA ALLOWED PER ORDINANCE	77667 S.F. (50%)
PERCENTAGE (%) OF BUILDING COVERAGE	7.72%
EXISTING ZONING	LOT 1 – O-1(P) LOT 2 – O-1(P) LOT 2A – O-1(P) LOT 3 – B-1(P)
PROPOSED ZONING	B-1(P)
PARKING SPACES REQUIRED	260
PARKING SPACES PROVIDED	250
MAXIMUM BUILDING HEIGHT	92' OR 8 STORIES
PROPOSED OPEN SPACE	40,372.55 S.F.
PROPOSED PARKING AREA	98,975.17 S.F.
SIGNAGE	2 MONUMENT SIGN
GENERAL TIME SCHEDULE FOR COMPLETION	15 MO.

PARKING CALCULATIONS

	Proposed Space	Parking Rate	Total Spaces Required
1st Floor			
Bank	5,275	4 per 1000 s.f.	21
Retail	5,842	9 per 1000 s.f.	52
2nd Floor			
Medical	12,000	4.5 per 1000 s.f.	54
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Law Office	12,000	4 per 1000 s.f.	48
4th Floor			
Law Office	12,000	4 per 1000 s.f.	48
5th Floor			
Financial Planning	9,326	4 per 1000 s.f.	37
		Total	**260**

CITY COUNCIL APPROVAL:

THE PRELIMINARY SITE PLAN FOR GREEN MOUNT PROFESSIONAL BUILDING WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, ILLINOIS, ON THE _____DAY OF _____, 2015.

MAYOR _____ DATE _____

ATTEST:

CITY CLERK _____ DATE _____

140679-BASE-PROP.dwg 3/18/2015 3:14pm

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS

☐ CORPORATE OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 624-4488
FAX (618) 624-6688

☐ WATERLOO OFFICE
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
FAX (618) 939-3938

☒ EDWARDSVILLE OFFICE
600 COUNTRY CLUB VIEW, SUITE 1
EDWARDSVILLE, ILLINOIS 62025
TEL (618) 656-4040
FAX (618) 656-4343

☐ ST. LOUIS OFFICE
720 OLIVE ST., SUITE 200A
ST. LOUIS, MISSOURI 63101
TEL (314) 241-6300
FAX (314) 241-2391

☐ ST. CHARLES OFFICE
400 N. 5TH STREET, SUITE 101
ST. CHARLES, MISSOURI 63301
TEL (636) 724-8300
FAX (636) 724-8304

PROFESSIONAL REGISTRATIONS	LICENSE NO.
ILLINOIS PROFESSIONAL DESIGN FIRM	184-001220
PROFESSIONAL ENGINEERING CORP.	62-035370
PROFESSIONAL STRUCTURAL ENGR. CORP.	81-005202
ILLINOIS PROF. LAND SURVEYING CORP.	048-000029
MISSOURI PROFESSIONAL ENGR. CORP.	NC 001528
MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

REGISTERED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 062-36[illegible]
STATE OF ILLINOIS

Signature: _____
Signature Date: 3/18/15
Expiration Date: 11/30/15

STATEMENT OF RESPONSIBILITY

I hereby confirm that the document herein to be authenticated by my seal is restricted to this sheet, and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be utilized for any other part of the architectural, engineering or survey project.

TITLE: COVER SHEET
PLANNED USE DEVELOPMENT

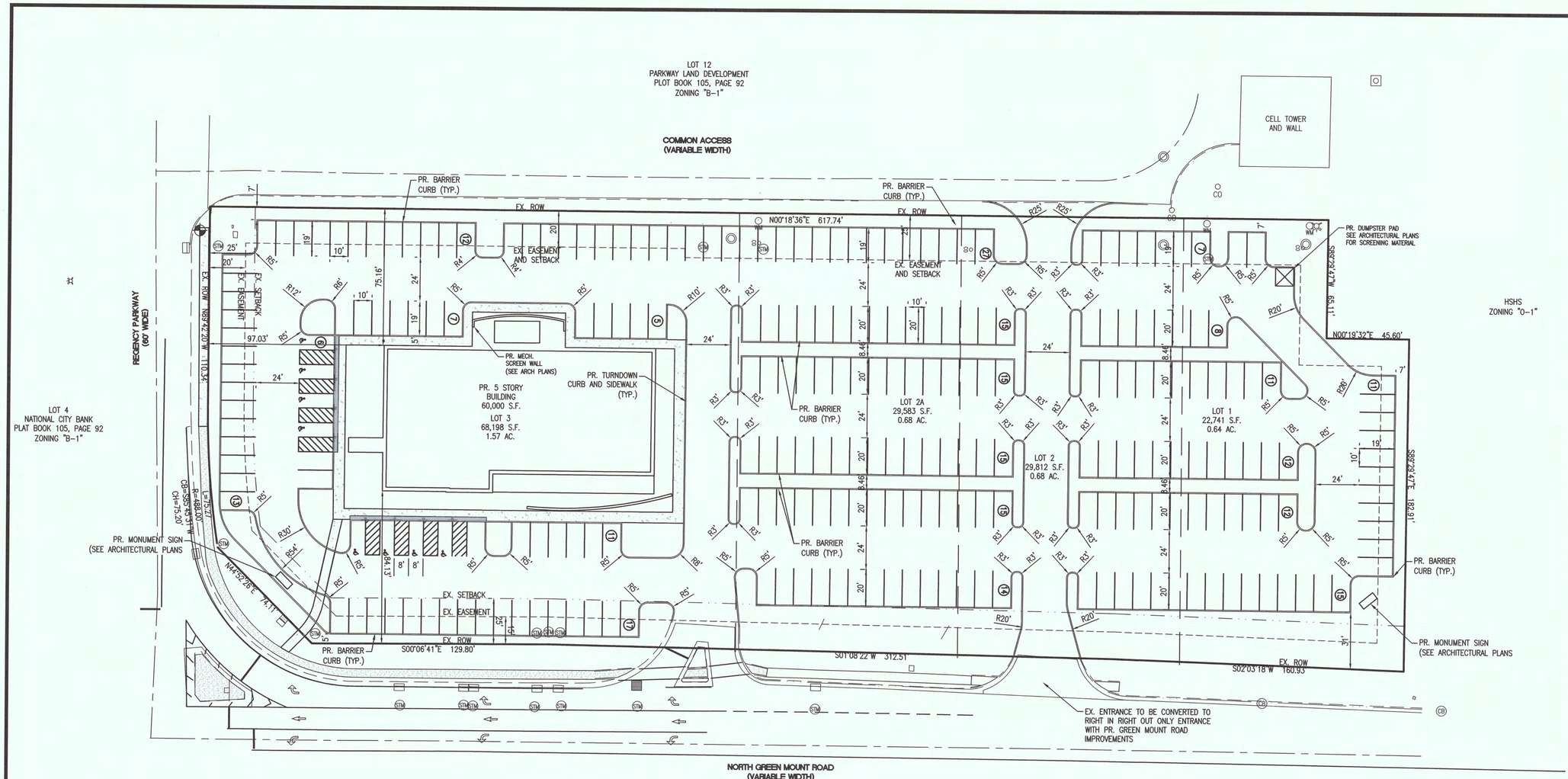
PROJECT: GREEN MOUNT PROFESSIONAL BUILDING
CITY OF O'FALLON
ST CLAIR COUNTY, ILLINOIS

REV.	DATE	DESCRIPTION
1	3/18/15	PER CITY REVIEW

DRAWN BY:	JJV	SHEET 1 OF 3 SHEETS
DESIGNED BY:	JJV	
CHECKED BY:	PDH	
APPROVED BY:	JJV	
PROJECT NUMBER	D24140679	

☒ ISSUED FOR REVIEW ☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTR. ☐ RECORD DRAWING

P:\140679\4 CADD - DWG\4.1 Comm\140679-BASE-PROP.dwg Plotted By: jvenvertloh



LEGEND

IRON PIPE FOUND	GUYWIRE	FM	FORCEMAIN LINE
IRON PIPE SET	LIGHTPOLE	SAN	SANITARY SEWER LINE
STREET SIGN	TELEPHONE POLE	W	WATER LINE
LIFT STATION	TELEPHONE RISER	G	GAS LINE
MANHOLE	MAILBOX	FO	FIBER OPTIC LINE
CLEAN OUT	SHED	UE	UNDERGROUND ELECTRIC LINE
WATER VALVE	FIR TREE	UT	UNDERGROUND TELEPHONE LINE
FIRE HYDRANT	DECIDUOUS TREE		STORM SEWER LINE
WATER METER	BUSH OR SHRUB	W	PROPOSED WATER MAIN
DOWNSPOUT	TREE LINE		PROPOSED STORM SEWER LINE
GAS VALVE	FENCE		PROPOSED STORM SEWER LINE
GAS METER			PROPOSED FIRE HYDRANT
POWER POLE			PROPOSED WATER VALVE
			PROPOSED MANHOLE
			PROPOSED OPEN-THROAT INLET
			PROPOSED JUNCTION BOX
			PROPOSED FLARED END SECTION

EXISTING ZONING CLASSIFICATION:	B-1 & O-1
PROPOSED ZONING CLASSIFICATION:	B-1(P)
AREA OF SUBDIVISION:	3.57 ACRES
PARCEL ID:	03-36.0-204-003 03-36.0-204-004 03-36.0-204-005 03-36.0-204-006
FEMA FLOOD INSURANCE RATE MAP NUMBER:	17163C0210D
EFFECTIVE DATE:	NOVEMBER 5, 2003

30' 0 30' 60'
GRAPHIC SCALE

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS

☐ CORPORATE OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 624-4488
FAX (618) 624-6688

☐ WATERLOO OFFICE
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
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TEL (618) 656-4040
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TEL (636) 724-8300
FAX (636) 724-8304

PROFESSIONAL REGISTRATIONS	LICENSE NO.
ILLINOIS PROFESSIONAL DESIGN FIRM	184-001220
PROFESSIONAL ENGINEERING CORP.	62-035370
PROFESSIONAL STRUCTURAL ENGR. CORP.	81-005202
ILLINOIS PROF. LAND SURVEYING CORP.	048-000029
MISSOURI PROFESSIONAL ENGR. CORP.	NC 001528
MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

LICENSED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 062-36744
STATE OF ILLINOIS

Signature:
Signature Date: 3/10/15
Expiration Date: 11/30/15

STATEMENT OF RESPONSIBILITY

I hereby confirm that the document herein to be authenticated by my seal is restricted to this sheet, and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be utilized for any other part of the architectural, engineering or survey project.

TITLE: SITE PLAN
PLANNED USE DEVELOPMENT

PROJECT: GREEN MOUNT
PROFESSIONAL BUILDING
CITY OF O'FALLON
ST CLAIR COUNTY, ILLINOIS

REV.	DATE	DESCRIPTION
△		
△		
△		

DRAWN BY:	JJV	SHEET 2 OF 3 SHEETS
DESIGNED BY:	JJV	
CHECKED BY:	PDH	
APPROVED BY:	JJV	
PROJECT NUMBER	D24140679	

☒ ISSUED FOR REVIEW ☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTR. ☐ RECORD DRAWING

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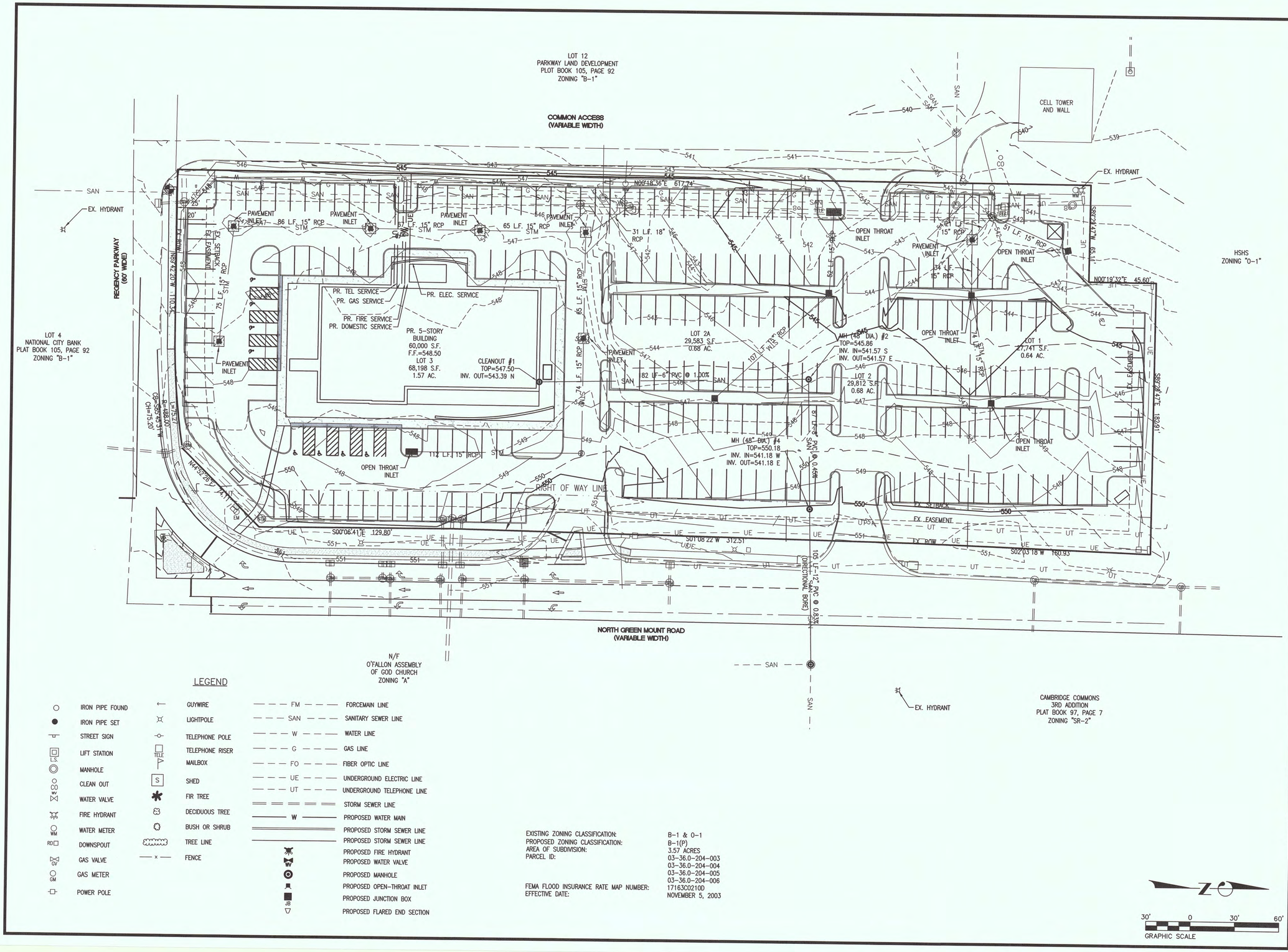

LEGEND

IRON PIPE FOUND	GUYWIRE	FM	FORCEMAIN LINE
IRON PIPE SET	LIGHTPOLE	SAN	SANITARY SEWER LINE
STREET SIGN	TELEPHONE POLE	W	WATER LINE
LIFT STATION (L.S.)	TELEPHONE RISER (TELE)	G	GAS LINE
MANHOLE	MAILBOX	FO	FIBER OPTIC LINE
CLEAN OUT (CO)	SHED (S)	UE	UNDERGROUND ELECTRIC LINE
WATER VALVE (WV)	FIR TREE	UT	UNDERGROUND TELEPHONE LINE
FIRE HYDRANT	DECIDUOUS TREE		STORM SEWER LINE
WATER METER (WM)	BUSH OR SHRUB	W	PROPOSED WATER MAIN
DOWNSPOUT (RD)	TREE LINE		PROPOSED STORM SEWER LINE
GAS VALVE (GV)	FENCE		PROPOSED STORM SEWER LINE
GAS METER (GM)			PROPOSED FIRE HYDRANT
POWER POLE			PROPOSED WATER VALVE
			PROPOSED MANHOLE
			PROPOSED OPEN-THROAT INLET
			PROPOSED JUNCTION BOX (JB)
			PROPOSED FLARED END SECTION

EXISTING ZONING CLASSIFICATION:	B-1 & O-1
PROPOSED ZONING CLASSIFICATION:	B-1(P)
AREA OF SUBDIVISION:	3.57 ACRES
PARCEL ID:	03-36.0-204-003 03-36.0-204-004 03-36.0-204-005 03-36.0-204-006
FEMA FLOOD INSURANCE RATE MAP NUMBER:	17163C0210D
EFFECTIVE DATE:	NOVEMBER 5, 2003

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS

TWM

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PROFESSIONAL REGISTRATIONS	LICENSE NO.
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ILLINOIS PROF. LAND SURVEYING CORP.	048-000029
MISSOURI PROFESSIONAL ENGR. CORP.	NC 001528
MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

LICENSED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 062-062[illegible]
STATE OF ILLINOIS

Signature:
Signature Date: 3/18/15
Expiration Date: 11/30/15

STATEMENT OF RESPONSIBILITY

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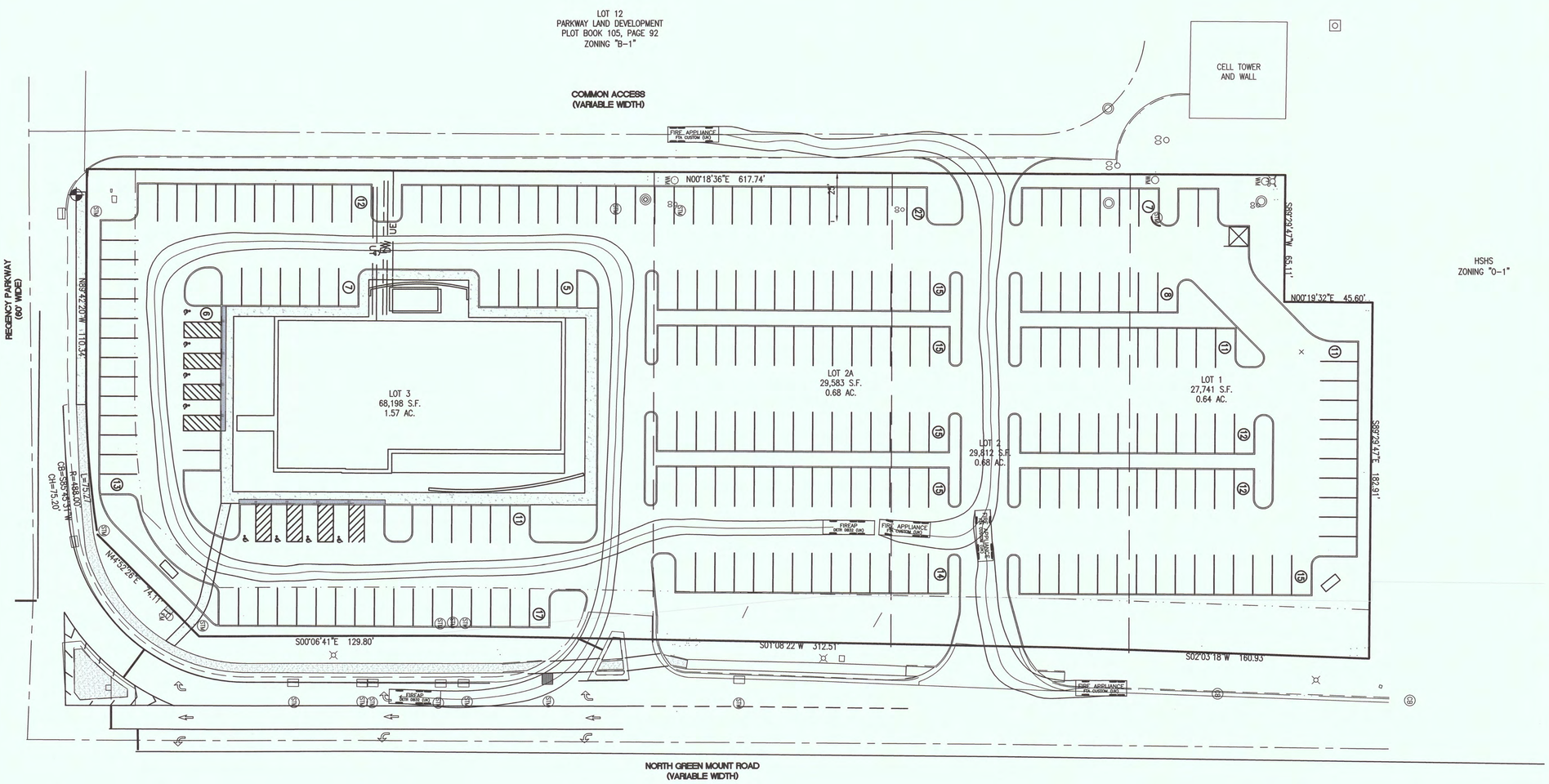
TITLE: UTILITY AND GRADING PLAN
PLANNED USE DEVELOPMENT

PROJECT: GREEN MOUNT
PROFESSIONAL BUILDING
CITY OF O'FALLON
ST CLAIR COUNTY, ILLINOIS

REV.	DATE	DESCRIPTION
△		
△		
△		

DRAWN BY:	JJV	SHEET 3 OF 3 SHEETS
DESIGNED BY:	JJV	
CHECKED BY:	PDH	
APPROVED BY:	JJV	
PROJECT NUMBER	D24140679	

☒ ISSUED FOR REVIEW ☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTR. ☐ RECORD DRAWING



LEGEND

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EFFECTIVE DATE:	NOVEMBER 5, 2003

30' 0 30' 60'
GRAPHIC SCALE

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MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

LICENSED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 062-061964
STATE OF ILLINOIS

Signature:
Signature Date: 3/8/15
Expiration Date: 11/30/15

STATEMENT OF RESPONSIBILITY

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TITLE: TURNING MOVEMENTS PLANNED USE DEVELOPMENT

PROJECT: GREEN MOUNT PROFESSIONAL BUILDING
CITY OF O'FALLON
ST CLAIR COUNTY, ILLINOIS

REV.	DATE	DESCRIPTION
△		
△		
△		

DRAWN BY:	JJV	SHEET 1 OF 1 SHEETS
DESIGNED BY:	JJV	
CHECKED BY:	PDH	
APPROVED BY:	JJV	
PROJECT NUMBER	D24140679	

☒ ISSUED FOR REVIEW ☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTR. ☐ RECORD DRAWING

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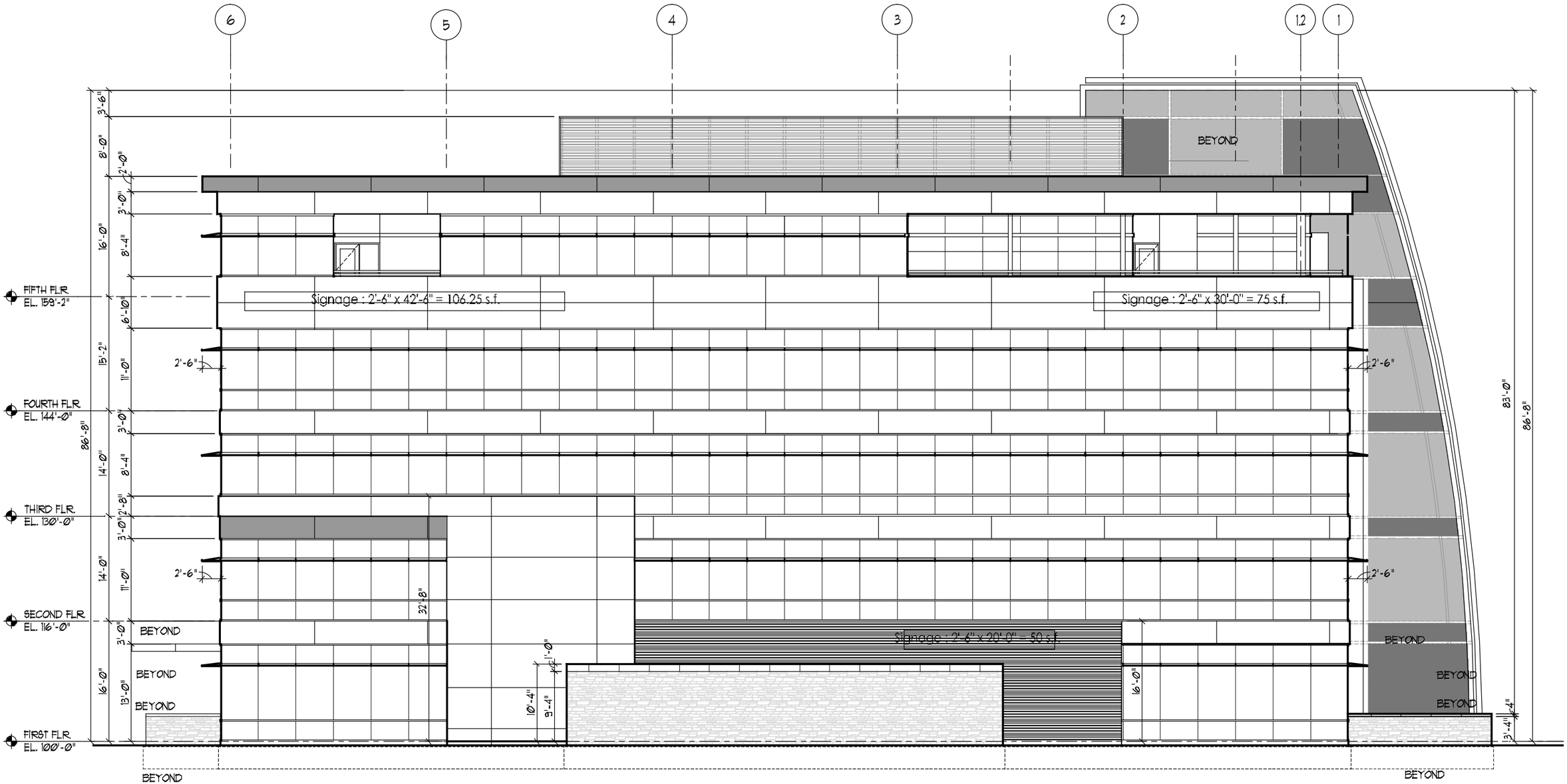
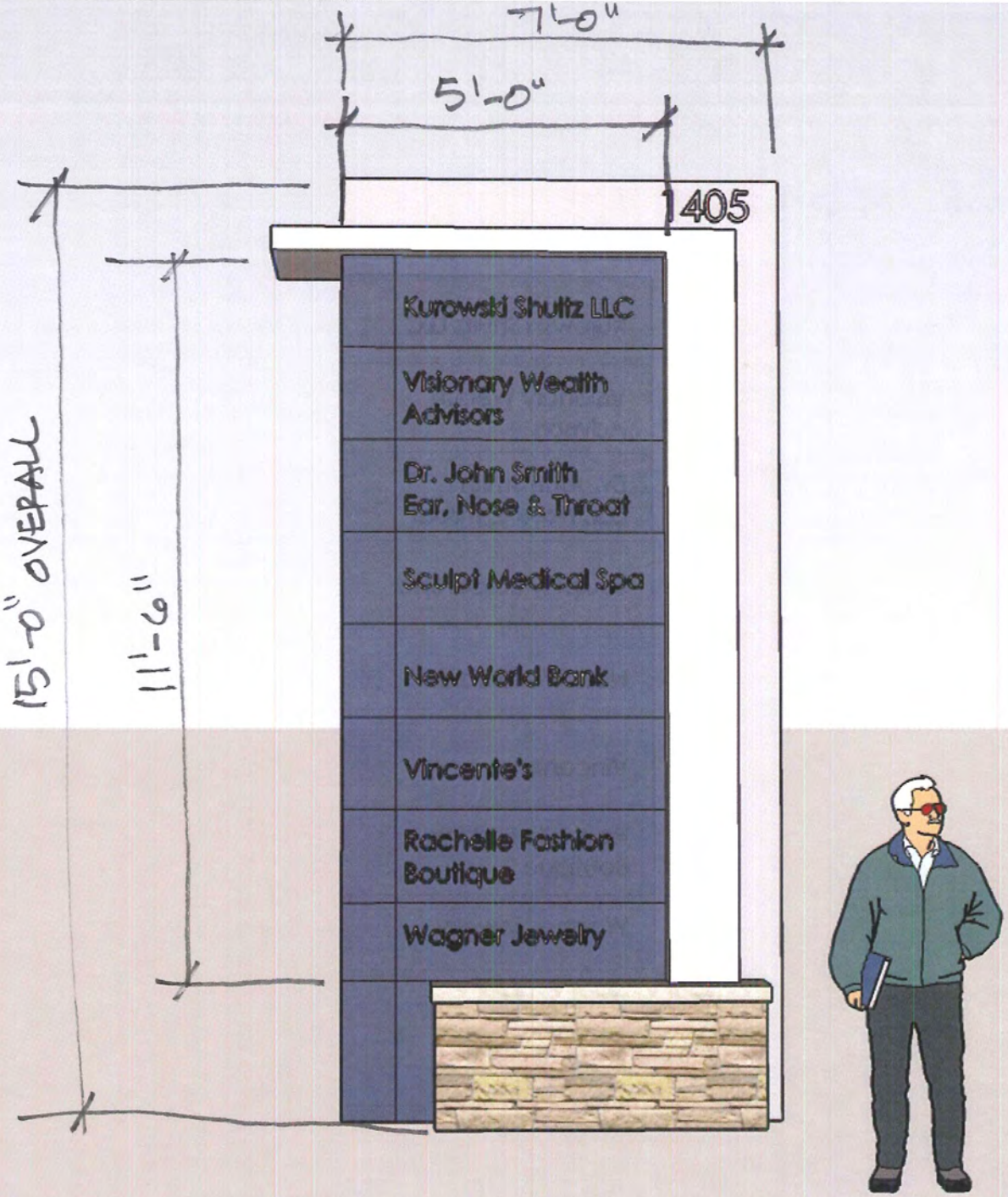
555
2'-6"h x 20'l Sign area - 75 s.f.
2'-6"h x 20'l Sign area - 75 s.f.
2'-6"h x 20'l Sign area = 50 s.f.

2'-6" h x 42'-6" l Signage = 104.25 s.f.
2'-6" h x 30' l Signage - 75 s.f.
1'-6" h x 17' l Signage = 25.5 s.f.



2 WEST ELEVATION

A3*1 SCALE: 3/32"=1'-0"


7'-0"
5'-0"
1405
Kurowski Shultz LLC
Visionary Wealth Advisors
Dr. John Smith Ear, Nose & Throat
Sculpt Medical Spa
New World Bank
Vincente's
Rachelle Fashion Boutique
Wagner Jewelry
15'-0" OVERALL
11'-6"

O'Fallon
ILLINOIS

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Community Development Director

DATE: April 13, 2015

SUBJECT: Text Amendment – Right of Way Maintenance Provisions (1st Reading)

Current Issues

1. Maintenance of the right-of-way
   - Every growing season begins the discussion and issue of property owners maintaining the right-of-way.
     - Last year's prime example was At Home on Central Park Drive.
2. Current Codes
   - There is a lack of language that addresses uncut weeds and grasses in the right-of-way in Chapter 94: Nuisances of the Code of Ordinances and Chapter 3: General Requirements of the International Property Maintenance Code
3. Writing new codes to address right-of-way maintenance:
   - There are areas in the city, where private property adjoins right-of-way that could prove difficult for a home-owner or property owner to maintain. Properties could include:
     - Properties adjacent to limited access right-of-ways;
     - Properties adjacent to right-of-ways with steep slopes;

Remedying the Issues

1. Rockford, IL
   - The City of Rockford has made a local amendment to the 2009 International Property Maintenance Code:
   - The City of Rockford also have a provision in the Nuisances Ordinance:
     - There is a provision for an exemption based on arterial streets mowed by the city.
2. Champaign, IL
   - The City of Champaign has a provision in the Nuisances Ordinance
3. Carbondale, IL
   - The City of Carbondale has a detailed section on controlling weeds.
     - The code does provide for exemptions based on land use and zoning.

Recommendation

The recommendation below will be to address the right-of-way maintenance issue in the Nuisance section of the Code of Ordinances. The recommendation will expand the language on property owner responsibility to include the right-of-way and clarification of when weeds/grass becomes a nuisance. The recommendation also provides a list of exemptions to maintaining the right-of-way, including slopes, retention of water and agricultural land used for agricultural uses. Finally, the recommendation does provide for an appeal process, if it is deemed necessary.

§ 94.03 UNCUT WEEDS AND THE LIKE; ABATEMENT; COSTS.

(A) *Uncut weeds and the like*. All weeds, high grass or shrubbery growing on or standing uncut or otherwise uncontrolled on any premises in the city is hereby declared a nuisance.

(B) *Obstruction of view; eyesores*. No owner or tenant of any property within the city shall allow weeds, grass or shrubbery to grow on his or her property where such weeds, grass or shrubbery obstructs the vision of users of any street, road, highway, driveway or alley within the city or where such weeds, grass or shrubbery tends to detract from the beauty or esthetics of the surrounding properties.

(C) *Maintenance of the public right-of-way.* The owner or tenant of any property within the city abutting a public street or alley shall maintain the vegetation in the abutting public right-of-way or parkway in the same manner as is required for the owner's or tenant's property by the City of O'Fallon Property Maintenance Code including but not limited to weeds, high grasses and rubbish.

(1) *Exemptions:* The following are generally exempted from the provisions of this section:

(a) Lands zoned Agriculture as designated in Title XV, Chapter 158, Article 2 of this code and shown on the official zoning map of the city unless used for nonagricultural purpose (for example, church school, house). For purposes of this subsection "agricultural use" shall be construed to mean vacant land or the production of products such as field crops, livestock, fowl and other conventional agricultural pursuits;

(b) The right-of-way is inaccessible, including but not limited to interstate right-of-way;

(c) The depth or slope of the roadway ditch makes maintenance hazardous, generally any slopes steeper than three feet horizontal to one foot vertical (3:1);

(d) In a floodplain area designated on the FEMA Flood Insurance Rate Maps;

(e) Within a natural drainage way or riparian zones, generally saturated or filled with water.

(2) *Appeal and Clarification*: A written request of an appeal to a notice to abate must be submitted to the City Administrator within five (5) days of the owner of the property receiving the notice. The owner must provide a hardship claim based on the list of exemption provisions of division (C) above. The appeal must be reviewed and approved by the Director of Community Development or his/her designee. Affected property owners may seek clarification for specific properties through the Community Development Department.

~~(B)~~(D) *Notice to abate*. In the event weeds, grass or shrubbery is permitted to grow and to obstruct the vision of users of any street, road, highway, driveway or alley within the city or to detract from the beauty or aesthetics of the surrounding properties, it shall be the duty of the Code Enforcement Officer to give the owner and/or tenant of such property a written notice to abate the nuisance. The notice shall designate the property and describe the nuisance and shall direct the owner and/or tenant to abate the nuisance within ten days from the date of delivery of the notice. The notice shall be delivered to the owner of the property by certified mail at the address of the property if the owner occupies the property or, if it is determined the owner does not occupy the property, notice shall be sent by certified mail to the owner's reasonably ascertainable address, or if none, to the person to whom was sent the tax bill for the general taxes on the property as then shown on the records of the Treasurer of the county. Notice shall be sent to the tenant by certified mail at the address of the property if occupied by the tenant, otherwise, to the reasonably ascertainable address of the tenant. If the address of the owner or tenant cannot be reasonably ascertained, notice may be posted upon the property.

~~(C)~~(E) *Abatement by city*. In the event the owner and/or tenant fails to abate the nuisance within ten days from the date of service of the notice to abate, the Code Enforcement Officer or other person acting under his or her direction may enter upon the property to abate the nuisance by causing all weeds, grass or uncontrolled shrubbery to be cut, sprayed or otherwise removed or abated.

~~(D)~~(F) *Lien for costs.*

(1) The reasonable cost of cutting or spraying of the weeds, grass or uncontrolled shrubbery or otherwise abating the nuisance shall be a lien upon the owner's premises superior to all other liens and encumbrances except tax liens; provided, within 60 days after such cost and expenses are incurred by the city or the person or entity performing the service by authority of the city, the city files a notice of lien in the office of the Recorder of Deeds of the county, with said notice to consist of a sworn statement setting out:

(a) A description of the real estate sufficient for identification thereof;

(b) The amount of money representing the cost and expense incurred or payable by the city; and

(c) (c) The date or dates when such cost and expense was incurred by the city.

(2) The cost of abating the nuisance shall, however, not be a lien on the property unless a written notice is personally served on, or sent by certified mail to, the person to whom was sent the tax bill for the general taxes on the property for the last preceding year. The notice shall state the substance of ILCS Ch. 65, Act 5, § 11-20-7, and of this section, and further shall identify the property by common description and the location of the nuisance abated.

(3) Further, the lien of the city shall not be valid as to any purchaser whose rights in and to such real estate have arisen subsequent to the nuisance abatement and prior to the filing of such notice, and the lien of the city shall not be valid as to any mortgagee, judgment creditor or other lienor whose rights in and to such real estate arise prior to the filing of such notice. Upon payment of the cost and expense by the owner of or persons interested in such property after notice of lien has been filed, the lien shall be released by the city and the release may be filed of record as in the case of the filing of the notice of lien.

(G) -*Violations*. In addition to the enforcement provisions of division (~~E~~F) above, any owner or tenant of the premises who fails to abate any nuisance in the notice to abate within the time prescribed in the second notice shall be subject to a fine upon conviction of violating this section as provided in § 94.99.

(1999 Code, § 94.03) (Ord. 798, passed 9-20-1976; Ord. 1972, passed 2-2-1998) Penalty, see § 94.99

Statutory reference:
Weed destruction and cutting, see ILCS Ch. 65, Act 5, §§ 11-20-6 and 11-20-7

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Community Development Director

DATE: April 13, 2015

SUBJECT: Special Event Permit for Happy Day Tropical Sno Huts (MOTION)

Project Summary

- Applicant: Dennis Cowden for Happy Day Tropical Sno
- Locations: 600 Southview Plaza (Ace Hardware parking lot) & 6000 Old Collinsville Road (Metro Lock parking lot)
- Request permission to operate:
  - Tropical Sno Concession – April 2015 through October 2015
    - Snow cone stand, freestanding ice chest, 3 picnic tables
    - Ace Hardware Site: Occupy an area next to the approved garden tent for Ace Hardware, on the eastern side of the parking lot.
    - Metro Lock Site: Occupy approximately 5 parking spaces along the southwest corner of the parking lot adjacent to Old Collinsville Road and Ashland Avenue intersection.
    - Temporary fence will be installed around the perimeter of the snow cone stand and picnic tables to provide separation from vehicular traffic.
- Hours of Operation: 7 days a week from 10:00 AM to 10:00 PM, adjusted as necessary.
- Number of Employees: 6-10 part-time employees at each site.
- Parking will be provided on site in the paved parking lot.
- The applicant is not requesting any special considerations from the City.
- The applicant has provided a letter from the property owner granting permission for the Special Event.
- The application is consistent with past Special Events applications.

Recommendation: The Police and Fire Departments reviewed the request and had no issues. Staff recommends approval of the Special Event Permit with the following conditions:

1. Hours of operation shall not extend past 10:00 PM.
2. Operation shall be situated on the area designated on the site plan provided and not on public ROW. A temporary picket fence shall be installed around the perimeter of the snow cone stand and picnic tables to provide separation from vehicular traffic.
3. The structure shall be anchored properly, and an electrical inspection shall be scheduled with the City for connection to nearby electrical source.
4. All temporary structures and facilities must be removed within 10 calendar days of the expiration of the special event permit.

PD__

RECEIVED MAR 25 2015

FD__

PLANNING DEPARTMENT

O'Fallon ILLINOIS

☐ Attach proof of not-for-profit status with application

OR

☑ Provide $50.00 application fee with application

CITY OF O'FALLON

MAR 25 2015

DATE PAID

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

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: HAPPY DAY TROPICAL SNO

Location of Event: ACE HARDWARE - 600 SOUTH VIEW PLAZA

Name of Event Organization: HAPPY DAY TROPICAL SNO

Name of person in charge of event (applicant) and mailing address: DENNIS COWDEN
1004 MATTHEW DRIVE O'FALLON, IL 62269

Phone: 618.616-1881 E-Mail: DEMYCOWDEN@GMAIL.COM

Secondary Contact Person: LINDA COWDEN

Phone: 618 550-1881 E-Mail: COWDEN1@ATT.NET

Beginning Date / Times: APRIL 2015 Ending Date / Times: OCT 2015

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...).

   [✓] ATTACHED

2. Sketch plan of site.

   [✓] ATTACHED

3. Permission letter from property owner, if applicant is not the property owner.

   [✓] ATTACHED [ ] NOT APPLICABLE

4. Proof of not-for-profit status (so that application fee can be waived.)

   [ ] ATTACHED [✓] NOT APPLICABLE

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).

   [ ] ATTACHED [✓] NOT APPLICABLE

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. [ ] PAID [✓] NOT APPLICABLE

7. Liquor license information for beer sales (including hours of sale): N/A
(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: 35-3954-9429

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

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)

SPECIAL EVENT PERMIT APPLICATION
Happy Day Tropical Snow Concession
February, 2015

I, Dennis Cowden, am submitting this application for the purpose of setting up and operating within the O'Fallon community our Tropical Snow Hawaiian Shave Ice concession facility #1. Operating this business along with my son Kevin, we are looking forward to the opportunity of continuing our services in response to many requests from numerous residents and family members of all ages who recognize the name and look forward to enjoying a cool and flavorful Tropical Sno shaved ice treat. We are intending to continue our services located on the vacant parking lot of Ace Hardware at 600 South View Plaza. I have attached a permission letter from Mr. Dennis Lavery, property owner.

> What is a Tropical Sno?
> Tropical Sno is to the snow cone, what Baskin Robins is to the ice cream cone. With Tropical Sno Shave Ice, you'll get a breezy taste of the islands. This is because of the unique natural tasting fruit flavors and shaves ice that literally is like snow and melts in your mouth. More than 200 million servings of this chilly delight have been sold around the world since its introduction in 1984, and dealers are now located throughout the United States and in 30 foreign countries. Some of Tropical Sno's 38 "real-to-life" flavors include margarita, kiwi, passion fruit, and tutti frutti. Flavors come in convenient dry powder packs, and are easily mixed with sugar and water to make syrup. Non-dairy cream toppings offer an even wider selection of taste possibilities.
> Tropical Sno has a high brand awareness as well as a loyal customer following. A division of Pioneer Potato Company, Inc., Tropical Sno is a family business, with a family culture that's inclusive of dealers, employees, and young-at-heart fans. A major priority is keeping satisfaction high among these diverse groups with consistent, top-quality products and efficient service to customers of all ages throughout the community.

We plan to operate our Happy Day Tropical Sno Hut concession on the Ace Hardware parking lot location on a seasonal recurring basis. Within the allowance of each season's Special Event Permit, our plans are to operate seven days a week between the hours of approximately 10 am through 10:00 pm, to be adjusted as necessary depending on weather conditions and other variable business factors. The operation would require employing six to ten part time employees. We will provide on-site training for each of our own employees. We live in the local area and expect to keep a close eye on all operations of our business including promoting safety, encouraging friendly and courteous service, and ensuring the grounds are clean, neat, and free of litter or debris. We intend to promote our recognition as a positive "must-have" summer treat commodity provider of our community.

All ingredients and trade marked products to be sold through our Happy Day Tropical Sno Hut concession stand will be purchased from the corporate Tropical Sno home office

located in Draper Utah, which is required for us to carry the Tropical Sno logo. Block ice will purchased locally, delivered as required, stored on site and "shaved" on demand. A variety of favorite syrup flavors will also be delivered and stored as needed to be dispensed on a daily basis. We will take the necessary steps to acquire a provisional St. Clair County Health Department Permit, subject to passing a final on-site inspection before beginning operations.

Our typical Happy Day Tropical Sno Hut facility measures approximately 8' by 12' and we are proposing it be located on the paved parking area as currently exists. This site represents an ideal location for the hut to be set up in the unobstructed open parking area along Ace Hardware's east property line. The location would provide the best access for a temporary electrical connection to the operating location. The already existing paved area also allows sufficient space for locating a self contained outside ice storage chest essential for being able to maintain an efficient shave ice operation. The surrounding area provides sufficient set-up area adequate to accommodate occasional entertainment activities and provide convenience picnic tables and protective umbrella settings for visiting patrons wanting to enjoy consuming their tasty cool treats before walking, bicycling, skateboarding or driving away. A temporary fencing or barrier of some kind, suitable to the city's liking, would be proposed to separate allowable vehicle parking area from the sitting area and ensure appropriate open access to the service window will be maintained for anxious Tropical Sno customers to be serviced on demand.

As shown on the attached site plan, the east property line of this open parking area is ideally situated and provides more than adequate open paved surface for locating our Tropical Sno operation. The layout of the parking area is such that there would be no drive through traffic interference. We are encouraged with Mr. Lavery's endorsement and echo his excitement that this location is exceptionally well suited for accommodating Happy Day Tropical Sno Hut throughout the 2015 season.

The site plan has the concession stand positioned along the east property line, facing to the north, to best shelter the ice shaving process from the direct summer sun rays and afternoon heat. The site plan also shows picnic tables which are specifically position to both disperse people from gathering into larger groups and also set up to serve as barriers of sort to highlight and protect the concession stand itself. One-way traffic flow restrictions will not be required as this portion of parking lot pass through area will not be open for traffic either entering and exiting this portion of Ace Hardware's vacant parking area. There will be no encroachment on the concession area operations itself or on the open parking area fronting Ace Hardware. We do not expect to see any more than five to eight parked vehicles present at any given time as customers will continue to come and go throughout the course of the operating hours. That number of vehicles can easily be accommodated in the immediate area without causing any additional traffic congestion in the area or entering and exiting either Ace Hardware or the neighboring business property.

We are aware that electrical inspections are required for all exterior electrical connections and that we must contact the city's electrical inspector a minimum of twenty-four hours prior to inspection.

Thank you for your consideration. We look forward to having you visit us often to enjoy your favorite favored Tropical Sno which will make your day, a Happy Day.

Happy Day Tropical Sno Hut
Dennis Cowden
1004 Matthew Drive
O'Fallon, Illinois 62269
618.616-1881

HUT
ICE
TABLES
FENCE

119 Whitehall Dr
O'Fallon, Illinois
Street View • Jun 2013
ACE Hardware
Image capture: Jun 2013 © 2015 Google

Ace Hardware, O'Fallon
600 Southview Plaza,
O'Fallon, Illinois 62269

City of O'Fallon
255 S. Lincoln
O'Fallon, Illinois 62269
Planning & Zoning Office

Subject: Permission Letter – Small Business Operation March 19, 2015

This letter is to confirm that I, as owner, have granted to Dennis Cowden of O'Fallon, Illinois, permission to set-up and operate as an outdoor small business concession operation on the grounds Ace Hardware, 600 Southview Plaza, O'Fallon Illinois, a Tropical Sno hut, to be approved and operated in compliance with the City of O'Fallon rules and regulations.

Thank you,

Dennis Lavery

Dennis Lavery, Owner
7 Chavant Court
Swansea, Illinois 62226
618.628-7200

Copy to:
Dennis Cowden, Owner
Happy Day Tropical Sno
117 Carbon Hill Road
O'Fallon, Illinois 62269
618.616-1881

PD ___
FD ___

BUILDING DEPARTMENT ORIGINAL

RECEIVED MAR 25 2015

O'Fallon ILLINOIS

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

CITY OF O'FALLON
MAR 25 2015
DATE PAID

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: HAPPY DAY TROPICAL SNO

Location of Event: 6000 OLD COLLINSVILLE ROAD, O'FALLON, IL 62269

Name of Event Organization: HAPPY DAY TROPICAL SNO

Name of person in charge of event (applicant) and mailing address: DENNIS COWDEN
1004 MATTHEW DRIVE, O'FALLON IL 62269

Phone: 618 616 1881 E-Mail: DennyCowden@GMAIL.COM

Secondary Contact Person: LINDA COWDEN

Phone: 618 550 1881 E-Mail: COWDEN1@ATT.NET

Beginning Date / Times: APRIL 2015 Ending Date / Times: OCT 2015

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...).

   [✓] ATTACHED

2. Sketch plan of site.

   [✓] ATTACHED

3. Permission letter from property owner, if applicant is not the property owner.

   [✓] ATTACHED [ ] NOT APPLICABLE

4. Proof of not-for-profit status (so that application fee can be waived.)

   [ ] ATTACHED [✓] NOT APPLICABLE

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).

   [ ] ATTACHED [✓] NOT APPLICABLE

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. [ ] PAID [✓] NOT APPLICABLE

7. Liquor license information for beer sales (including hours of sale): N/A
(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: 3954-9429

---

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

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)

SPECIAL EVENT PERMIT APPLICATION
Happy Day Tropical Snow Concession
March 2015

I, Dennis Cowden, am submitting this application for the purpose of setting up and operating within the O'Fallon community our Tropical Snow Hawaiian Shave Ice concession facility #2. Operating this business along with my son Kevin, we are looking forward to the opportunity of continuing our services in response to many requests from numerous residents and family members of all ages who recognize the name and look forward to enjoying a cool and flavorful Tropical Sno shaved ice treat. We are intending to continue our services located on the vacant parking lot of Metro Lock at 6000 Old Collinsville Road. I have attached a permission letter from Mr. Lee Schreiber, business owner.

> What is a Tropical Sno?
> Tropical Sno is to the snow cone, what Baskin Robins is to the ice cream cone. With Tropical Sno Shave Ice, you'll get a breezy taste of the islands. This is because of the unique natural tasting fruit flavors and shaves ice that literally is like snow and melts in your mouth. More than 200 million servings of this chilly delight have been sold around the world since its introduction in 1984, and dealers are now located throughout the United States and in 30 foreign countries. Some of Tropical Sno's 38 "real-to-life" flavors include margarita, kiwi, passion fruit, and tutti frutti. Flavors come in convenient dry powder packs, and are easily mixed with sugar and water to make syrup. Non-dairy cream toppings offer an even wider selection of taste possibilities.
> Tropical Sno has a high brand awareness as well as a loyal customer following. A division of Pioneer Potato Company, Inc., Tropical Sno is a family business, with a family culture that's inclusive of dealers, employees, and young-at-heart fans. A major priority is keeping satisfaction high among these diverse groups with consistent, top-quality products and efficient service to customers of all ages throughout the community.

We plan to operate our Happy Day Tropical Sno Hut concession on Metro Lock's parking lot location on a seasonal recurring basis. Within the allowance of each season's Special Event Permit, our plans are to operate seven days a week between the hours of approximately 10 am through 10:00 pm, to be adjusted as necessary depending on weather conditions and other variable business factors. The operation would require employing six to ten part time employees. We will provide on-site training for each of our own employees. We live in the local area and expect to keep a close eye on all operations of our business including promoting safety, encouraging friendly and courteous service, and ensuring the grounds are clean, neat, and free of litter or debris. We intend to promote our recognition as a positive "must-have" summer treat commodity provider of our community.

All ingredients and trade marked products to be sold through our Happy Day Tropical Sno Hut concession stand will be purchased from the corporate Tropical Sno home office, located in Draper, Utah, which is required for us to carry the Tropical Sno logo. Block ice will purchased locally, delivered as required, stored on site and "shaved" on demand. A variety of favorite syrup flavors will also be delivered and stored as needed to be dispensed on a daily basis. We will take the necessary steps to acquire a provisional St. Clair County Health Department Permit, subject to passing a final on-site inspection before beginning operations.

Our typical Happy Day Tropical Sno Hut facility measures approximately 8' by 12' and we are proposing it be located on the paved parking area as currently exists. This site represents an ideal location for the hut to be set up in the unobstructed open parking area along Metro Lock's south property line. The location would provide the best access for a temporary electrical connection to the operating location. The already existing paved area also allows sufficient space for locating a self contained outside ice storage chest essential for being able to maintain an efficient shave ice operation. The surrounding area provides sufficient set-up area adequate to accommodate occasional entertainment activities and provide convenience picnic tables and protective umbrella settings for visiting patrons wanting to enjoy consuming their tasty cool treats before walking, bicycling, skateboarding or driving away. A temporary fencing or barrier of some kind, suitable to the city's liking, would be proposed to separate allowable vehicle parking area from the sitting area and ensure appropriate open access to the service window will be maintained for anxious Tropical Sno customers to be serviced on demand.

As shown on the attached site plan, the south property line of this open parking area is ideally situated and provides more than adequate open paved surface for locating our Tropical Sno operation and entertainment. The layout of the parking area is such that there would be no drive through traffic interference. We are encouraged with Mr. Schreiber's endorsement and echo his excitement that this location is exceptionally well suited for accommodating Happy Day Tropical Sno Hut throughout the 2015season.

The site plan has the concession stand positioned along the south property line, facing to the west, to best shelter the ice shaving process from the direct summer sun rays and afternoon heat. The site plan also shows picnic tables which are specifically position to both disperse people from gathering into larger groups and also set up to serve as barriers of sort to highlight and protect the concession stand itself. One-way traffic flow restrictions will not be required as the parking lot pass through area is open and easily accessible for traffic both entering and exiting the vacant parking area without encroachment on the concession area operations itself. We do not expect to see any more than five to eight parked vehicles present at any given time as customers will continue to come and go throughout the course of the operating hours. That number of vehicles can easily be accommodated in the immediate area without causing any additional traffic congestion in the area or entering and exiting Metro Lock business property.

We are aware that electrical inspections are required for all exterior electrical connections and that we must contact the city's electrical inspector a minimum of twenty-four hours prior to inspection.

Thank you for your consideration. We look forward to having you visit us often to enjoy your favorite favored Tropical Sno which will make your day, a Happy Day.

Happy Day Tropical Sno Hut
Dennis Cowden
1004 Matthew Drive
O'Fallon, Illinois 62269
618.616-1881

Traffic, Bicycling, Directions
Old Collinsville Rd
Old Collinsvi

6001 Old Collinsville Rd
Fairview Heights, Illinois
Street View - Jun 2013
METRO
LOCK & SECURITY
Professional Lock & Safe Company
Image capture: Jun 2013 © 2015 Google

6001 Old Collinsville Rd
Fairview Heights, Illinois
Street View - Jun 2013
Image capture: Jun 2013 © 2015 Google

Keyhole Land Trust #100
Lee Schreiber
6000 Old Collinsville Road
O'Fallon, ILL 62269

City of O'Fallon
255 S. Lincoln
O'Fallon, Illinois 62269
Planning & Zoning Office

Subject: Permission Letter – Special Even Permit March 19, 2015

This letter is to confirm that I, Lee Schreiber, trustee owner of Metro Lock, O'Fallon, Illinois, have granted to Dennis Cowden and his son Kevin, of O'Fallon, Illinois, my permission to set-up and operate as a small business special event concession operation along the south property line of my business property parking lot grounds, a Tropical Sno hut, to be approved and operated in compliance with the City of O'Fallon rules and regulations.

Thank you,

Lee Schreiber

Lee Schreiber
Metro Lock, Owner
Keyhole Land Trust #100
6000 Old Collinsville Road
O'Fallon, ILL 62269

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Community Development Director

DATE: April 13, 2015

SUBJECT: Special Event Permits – Global Brew (MOTIONS)

Background:

- Applicant: Global Brew
- Special Event Permit requests for the following events:
  - Crawfish Boil
    - Originally approved for Saturday, June 20th from 11:00 am to 11:59 pm
    - Requesting to move the Saturday, June 27th from 11:00 am to 11:59 pm
    -
  - Big Woody Comes to Town
    - Wednesday, April 29th from 3:00 pm to 11:59 pm
    - Location: 455 B Regency Park
    - Beer Truck and Live Music in the back of the building
    - Event will utilize 5 parking spots in the rear of the building for extra seating and a beer trailer
    - Fire lane access will be maintained (as shown on the attached site plan)
    - Expected attendance of approximately 400 throughout the day
    - Live music will be outside, weather permitting
    - A Special Event Liquor License must be submitted to the City Clerk

Staff Recommendation: The Fire, Police and Parks and Recreation Departments have reviewed the Special Event Permit requests for the events with no issues. Staff recommends approval of both events.

RECEIVED APR 3 2015

BUILDING DEPARTMENT ORIGINAL

O'Fallon ILLINOIS

Attach proof of not-for-profit status with application

OR

Provide $50.00 application fee with application

CITY OF O'FALLON

APR - 3 2015

DATE PAID

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

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: BIG WOODY COMES TO TOWN

Location of Event: GLOBAL BREW TAP HOUSE, 455B REGENCY PARK 62269

Name of Event Organization: GLOBAL BREW TAP HOUSE

Name of person in charge of event (applicant) and mailing address: LAUREN VARDAMAN 455B REGENCY PARK OFALLON IL 62062

Phone: 618 789 1241 E-Mail: LAURENV@GLOBALBREW.COM

Secondary Contact Person: CHELSEA PINKEL

Phone: 618 719 7771 E-Mail: CHELSEAP@GLOBALBREW.COM

Beginning Date / Times: 04/29/2015 3:00 PM Ending Date / Times: 04/29/2015 11:59 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...).

   ☒ ATTACHED

2. Sketch plan of site.

   ☒ ATTACHED

3. Permission letter from property owner, if applicant is not the property owner.

   ☒ ATTACHED ○ NOT APPLICABLE

4. Proof of not-for-profit status (so that application fee can be waived.)

   ○ ATTACHED ☒ NOT APPLICABLE

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).

   ☒ ATTACHED ○ NOT APPLICABLE

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. ○ PAID ☒ NOT APPLICABLE

7. Liquor license information for beer sales (including hours of sale): INCLUDED
(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: NONE OTHER THAN GLOBAL BREW

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**.

   [X] 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) (X) NOT APPLICABLE

11. American Disability Compliance

    ( ) ATTACHED (X) 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

03 APRIL 2015
Date of Submission

FOR OFFICE USE ONLY

==========

ELIGIBLE FOR ADMINISTRATIVE APPROVAL? ( ) YES (X) NO Justin Z. Rumpell 4/3/15

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)

NARRATIVE

Please include:

- hours of operation
- activities provided
- signage
  - dimensions,
  - quantity,
  - location, etc…
- traffic/parking plan
- contingency plans for rain
- plans for toilet facilities
- security plan
- expected attendance
- Any additional helpful information

Narrative:

HOURS: 3:00 PM - 11:59 PM

ACTIVITIES: BEER TRUCK & LIVE MUSIC

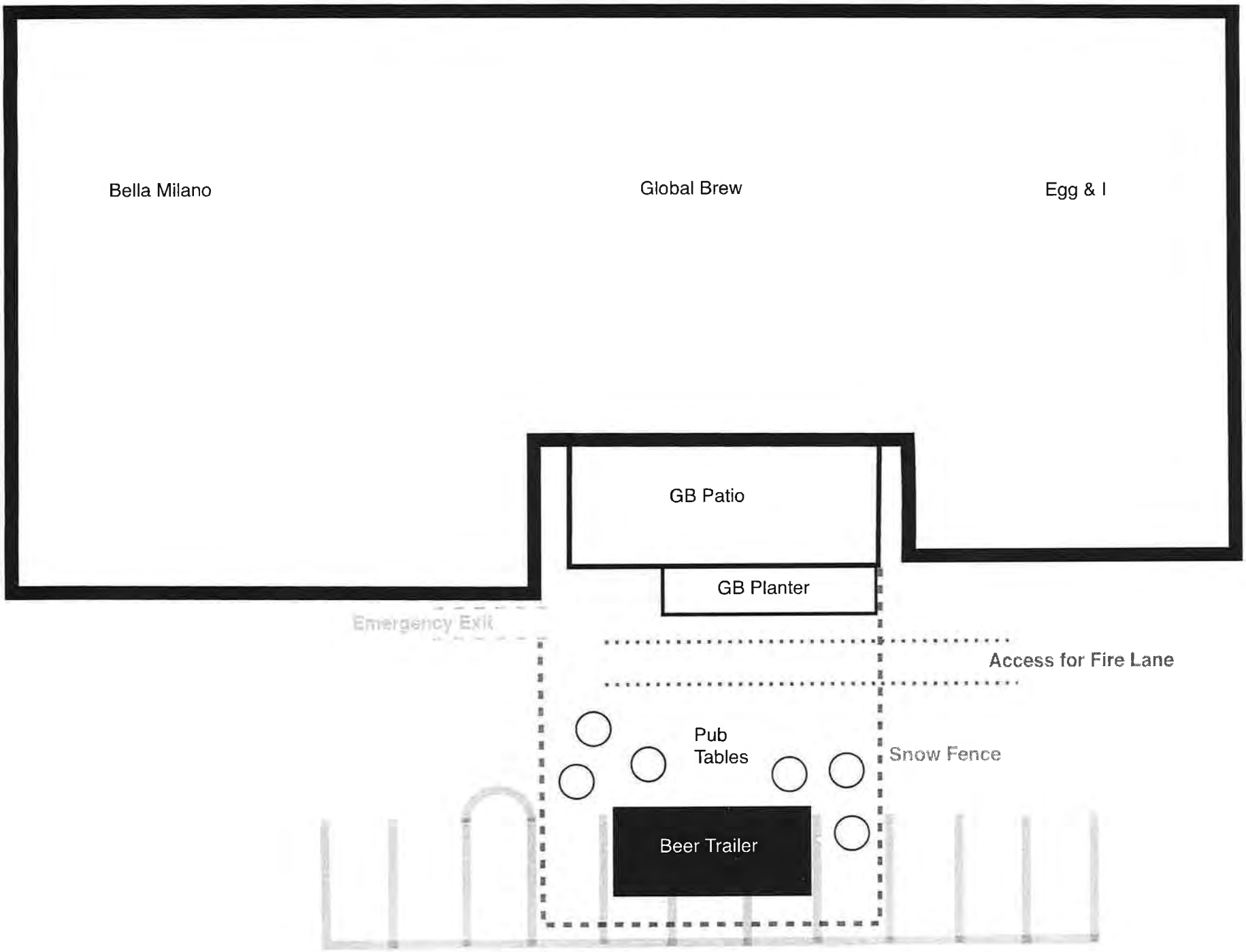
NO SIGNAGE

PARKING PLAN ATTACHED

RAIN: MOVE CUSTOMERS INTO GLOBAL BREW

TOILET FACILITIES: EXISTING IN GLOBAL BREW

EXPECTED ATTENDANCE: 400 PEOPLE THROUGHOUT THE BUSINESS DAY. ~100 AT A TIME


Bella Milano
Global Brew
Egg & I
GB Patio
GB Planter
Emergency Exit
Access for Fire Lane
Pub
Tables
Snow Fence
Beer Trailer

Global Brew
tap house & lounge

To whom it may concern,

Global Brew has permission on April 29th to use the back parking lot of 455 Regency Park, O'Fallon IL for a special event.

The Deschutes Big Woody event will begin at 2 p.m.

Terry Johnson

GLOBAL BREW FRANCHISING INC. / 455(B) REGENCY PARK DRIVE / O'FALLON, IL 62269
tele 866.336.2739 | email INFO@GLOBALBREW.COM | www.globalbrew.com
GLOBAL COORDINATES | 38° N 43' latitude 89° W 57' longitude | believe in GOOD BEER.

Client#: 83072 GLOBABRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
28-Dimond Bros.-Edwardsville
2900 Madison Avenue
Granite City, IL 62040
618 877-0388

CONTACT NAME: Tammy Daum
PHONE (A/C, No, Ext): 618-532-5626 FAX (A/C, No): 618-532-1531
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Casualty Company	
INSURER B : Columbia Insurance Group	40371
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Global Brew Inc.
455B Regency Park
O'Fallon, IL 6269

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BP34439	11/15/2014	11/15/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$2,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			CAPIL0000017086	03/02/2015	03/02/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WQ990573	04/14/2014	04/14/2015	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Liquor Liabi			LL96179	11/15/2014	11/15/2015	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Loc# 2 - 455-B Regency Park Dr.; O Fallon, IL - Back parking lot
Event: Big Woody Comes to Town
Wednesday, April 29, 2015

CERTIFICATE HOLDER
City of O'Fallon
255 S Lincoln
O Fallon, IL 62269

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Letter ID:L0501901792

STATE OF ILLINOIS

LIQUOR CONTROL COMMISSION

Governor Pat Quinn

1A-0105006

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

GLOBAL BREW INC
GLOBAL BREW TAP HOUSE & LOUNGE
455 REGENCY PARK
STE B
O FALLON IL 62269-1998 St. Clair

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:	RETAILER COMBINED		
ISSUE DATE:	04/29/14	Effective:	05/01/14
THIS LICENSE EXPIRES ON:	**04/30/15**		

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # 40056023

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Warehouse: N/A

O'Fallon
ILLINOIS

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THRU: Ted Shekell, Community Development Director

DATE: April 13, 2015

SUBJECT: Special Event Permit – Soul to Sole 5K Run/Walk (Motion)

Project Summary

- Applicant: Jen Thoman for Team Fox to Benefit Michael J. Fox Foundation
- Special Event Permit for a 5K Run/Walk
- Sunday April 26, 2015
- 8:30 am to 12:30 pm
- Starts and finishes at the Bank of O'Fallon
- Route:
    - Bank of O'Fallon, south along South Lincoln to Pierce west to Green Mount Road and back to the Bank of O'Fallon.
- Request for assistance from Public Safety with traffic on South Lincoln.
- Parking will be provided behind the Community Financial Building.
- Permission has been granted by O'Fallon Bank for use their property.
- Special signage will be provided to direct attendees for distances and path to race start and parking areas.
- Anticipated attendance: 300 to 500 racers plus spectators.
- Toilet facilities will be provided at the Community Financial Building.
- Event will be held rain or shine.

Staff Recommendation: The Fire Department has approved the SEPA request. The Public Safety Department has entered into discussions with the applicant on the requested assistance. Pending the Public Safety Department approval, staff recommends approval of the Special Event Permit with the following conditions:

1. Applicant must coordinate with the Public Safety Department for requested assistance.
2. Volunteers must be present at street crossings and race turn around locations.
3. No permanent markings may be made on the pavement. The use of chalk is acceptable.

RECEIVED APR 6 2015

FD —
PD —
PW EYI

BUILDING DEPARTMENT ORIGINAL

CC

O'Fallon ILLINOIS

GITY OF O'FALLON

APR - 6 2015

DATE PAID

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: Soul To Sole 5K run/walk

Location of Event: 901 South Lincoln Ave. O'Fallon IL

Name of Event Organization: Soul To Sole / micheal J. Fox Foundation

Name of person in charge of event (applicant) and mailing address: Jennifer Thoman
Po. Box 697 O'Fallon IL. 62269

Phone: 618-792-8875 E-Mail: JThoman555@Aol.Com

Secondary Contact Person: Jodie Veddar

Phone: 1-630-380-4725 E-Mail: SoulToSoleSK@gmail.Com

Beginning Date / Times: 4/26/15 8:00 AM Ending Date / Times: 4/26/15 10:00 AM

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...).

   [✓] ATTACHED

2. Sketch plan of site.

   [✓] ATTACHED

3. Permission letter from property owner, if applicant is not the property owner.

   [✓] ATTACHED [ ] NOT APPLICABLE

4. Proof of not-for-profit status (so that application fee can be waived.)

   [ ] ATTACHED [ ] NOT APPLICABLE

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).

   [✓] ATTACHED [ ] NOT APPLICABLE

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. [ ] PAID [✓] NOT APPLICABLE

7. Liquor license information for beer sales (including hours of sale): _____
(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: _____

_____

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.

Jennifer Thom
Signature of Applicant/ person in charge of event

4/6/15
Date of Submission

FOR OFFICE USE ONLY

==========

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

Justin J. Rapall

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)

NARRATIVE

Please include:

- hours of operation
- activities provided
- signage
  - dimensions,
  - quantity,
  - location, etc…
- traffic/parking plan
- contingency plans for rain
- plans for toilet facilities
- security plan
- expected attendance
- Any additional helpful information

Narrative:

ON SUNDAY April 26, 2015 AT 8:30 AM, SOUL TO SOLE will be fundraising for TEAM FOX FOUNDATION for PARKINSONS Research. All Profits will be given to TEAM FOX. The RACE/WALK will last aprox. 4 Hrs from Start to END. AFTER RACE, CHILDRENS FUN RUN will TAKE PLACE. WE will need Safty Patrol to direct traffic during race which leaves Bank of O'Fallon Down South Lincoln to Pierce BLVD All the way to Green Mount, runners will turn AROUND at water station BACK DOWN Pierce to South Lincoln + BACK to Bank of O'Fallon, Signage will include mile marker at 1, 2 + mile 3, which will be posted on ROADSIDE. PARKING will be AT Bank of O'Fallon, ACROSS street AT CFC Building RACE Will CARRY on if there is rain. All participates will be given water At Completion of RACE. There will be A Chiropractor/Physician on site to asses Singuries, Stretching + taping. AS needed. WE ARE expecting 200-300 people. ST LOUIS RAMS Cheerleaders will be Attending

over

MULTI-JURISDICTIONAL APPLICATION

1. Business Name _____

2. Business Address _____

3. Location of Sale _____

4. Are you registered as a multi-jurisdictional business? Yes ☐ No ☐

5. Have you notified the Illinois Department of Revenue Central Registry to inform them that you have a temporary location in O'Fallon? Yes ☐ No ☐
   (call 217.785.2889)

6. Will you report O'Fallon sales on *Illinois State Sales Tax Form ST-2 (attach to ST-1)?

   Yes ☐ No ☐

*Form ST-2, Multiple Site Form

Note: If you make sales from door to door or from changing locations (such as fairs or flea markets}, you must combine and report your sales for each local taxing jurisdiction (i.e., city or county)

This form is distributed to registered businesses. For a pre-printed form, call the Central Registry at the number above to obtain a form and register.

Failure to register your business and name the City of O'Fallon as the city to receive taxes will penalize you from conducting business in the future.

Bank of O'Fallon
901 SOUTH LINCOLN AVENUE / P.O. BOX 1626
O'FALLON, ILLINOIS 62269-8626 / (618) 632-3595
www.bankofallon.com

April 2, 2015

City of O'Fallon
255 S. Lincoln Avenue
O'Fallon, IL 62269

Ladies and Gentlement:

We have approved Soul to Sole 5k Run/Walk to benefit Michael J. Fox Foundation as attached.

Runners/walkers will start and finish the Run at Bank of O'Fallon parking lot.

Very truly yours,

Richard J. Thoman

Richard J. Thoman
President

O'Fallon's Leading Bank
Member F.D.I.C.

~~Travis Lovins~~

~~JTLAUINE mckendree.edu~~

(http://mvp.mapmyrun.com)

Andrew (/my_home/)

MY HOME (/) DISCOVER (/US/) IMPROVE (/IMPROVE/)

Home (/my_home/) My Routes (/routes/my_routes/) Route Details

ROUTE FOR SOUL TO SOLE 5K

Route for Soul to Sole 5K

AVAIL. POINTS

0 ?

DISTANCE

3.04

miles

RUN

CLIMB

28.09 ft

BEGINS IN: O'Fallon, IL

CREATED BY: Andrew Toolen (/profile/25228007/)

DESCRIPTION: This is a 3.04 mi Run in O'Fallon, IL. The Run has a total ascent of 28.09 ft and has a maximum elevation of 587.57 ft. This route was created by toolen21 (/profile/25228007/) on 01/14/2014. View other Runs (/profile/25228007/) that toolen21 has done or find similar maps (/us/).

TAGS:

TYPE: Run / Jog

CREATE A ROUTE (/ROUTES/CREATE/)

CREATE A COURSE (/COURSES/CREATE/345497271)

LOG THIS WORKOUT

RATE IT! 0 0 ROUTE PRIVACY: FRIENDS

SHARE: (https://twitter.com/intent/tweet?url=http://www.mapmyrun.com/routes/view/345497271&text=Check out this map on @MapMyRun: 3.04 mi Route for Soul to Sole 5K) (http://www.mapmyrun.com/routes/view/345497271) (mailto:?Subject=Check out this map on MapMyRun: 3.04 mi Route for Soul to Sole 5K&Body=Check out this map on MapMyRun: 3.04 mi Route for Soul to Sole 5K%0D%0ADistance: 3.04 mi%0D%0Ahttp://www.mapmyrun.com/routes/view/345497271)

Support

(http://support.mapmyfitness.com/login)

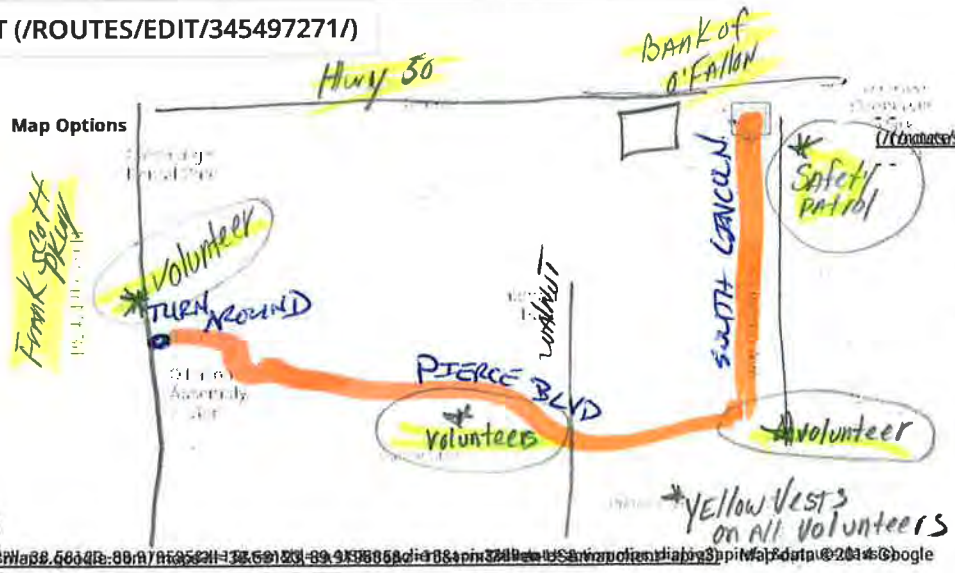
TOP COURSES

There are no courses on this route.

ACTIONS PRINT SEND TO PHONE BOOKMARK

EDIT (/ROUTES/EDIT/345497271/)

Map Options



ROUTE INFO

Export this Route (GPX, KML)

View 3D Video of this Map | Large Version (/routes/fullscreen/345497271/)

View Route Full Screen (/routes/fullscreen/345497271/)

Add this Route to Your Site

Times Done: 0 - Viewed: 0 - Bookmarked: 0

Photos

User Photos (0) Flickr Tagged (0)

This user has not uploaded any photos...

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
W.A. SCHICKEDANZ AGENCY, INC.
300 WEST MAIN STREET
BELLEVILLE IL 62220

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MAXUM INDEMNITY COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SOUL TO SOLE
JENNIFER THOMAN D/B/A
P.O. BOX 697
O'FALLON IL 62269

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BDG3009716-01	04/25/2015	04/27/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 0
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SPECIAL EVENT 5K RUN 4/26/15
LOCATION: 901 SOUTH LINCOLN AVENUE, O'FALLON, IL 62269

CERTIFICATE HOLDER

CITY OF O'FALLON
255 SOUTH LINCOLN
O'FALLON IL 62269

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2ND Annual Soul to Sole 5K Run/Walk & Children's Fun Run

To benefit the Michael J. Fox Foundation

Location: Race will begin and end at Bank of O'Fallon 901 South Lincoln Avenue O'Fallon, IL

Date: Sunday, April 26, 2015 RAIN OR SHINE

Packet Pick Up: April 24, 2015 5pm-7pm Sports Authority 6575 N Illinois Street Fairview Heights, IL **Race Day:** 7AM-8AM

Start Time: 8:30 AM Children's Fun Run will follow immediately upon completion of the 5K Race/Walk

Registration: $20.00 by April 12, 2015 late registration: $25.00 after April 12 or on race day

Mile Dedication: $50.00 (First three will be accepted) In Honor or Memory of:

_____ (print name clearly)

Overall Awards: Male/Female: 1st Place $75.00 2nd Place $50.00 3rd Place $25.00

Divisions: 5K-Top Overall Male & Female; Age Groups (M&F); 10 & Under: 11-14; 15-19; 20-29; 30-39-; 40-49; 50-59; 60 & Over

Medals for top 3 Male/Female finishers in each age division! All kids who participate in the Children's Fun Run will receive a medal. All Participants will receive a runners goodie bag, after-run refreshments, and snacks! First 300 Participants will receive a race day shirt!

5K RUN/WALK and Children's Fun Run Registration Liability Waiver Form

Each participant or participant's guardian must complete and sign this form.

Name:_____ **Address:**_____

City, State, Zip Code: _____ **Email:** _____

Gender Male/Female (circle one) **Age as of 04/26/2015**____ **Race 5K Run/Walk or Fun Run** (circle one)

Shirt Size (circle one) **Adult: S M L XL XXL Child: S M L XL Available to the first 300 participant's**

RELEASE OF LIABILITY (Adult)

Waiver: In consideration of the acceptance of this entry, I waive all claims for myself and my heirs against the sponsors, cooperating and coordinating groups and any individuals associated with this event and will hold them harmless for any and all injuries which may result from my participation. I hereby give my permission to the media to use my name and photograph in the newspaper, broadcast and/or telecast of this event without limitation or obligation. I certify that I am physically fit for this event and understand the risks involved by participating in this event.

Date:_____ **Signature:**_____

Parent / Guardian Consent Form and Liability Waiver

I,_____**, grant permission for my child, to participate in the Soul to Sole 5K Run/Walk & Fun Run. As parent and/or legal guardian, I remain legally responsible for my personal actions taken by the above named minor ("participant"). I agree on behalf of myself, my child named herein, or our heirs, successors and assigns, to hold harmless and defend the Soul to Sole 5K, its officers, directors and agents, or representatives associated with the event, arising from or in connection with my child attending the event or in connection with my illness or injury or cost of medical treatment in connection therewith, and I agree to compensate the Soul to Sole 5K. its officers, directors and agents, or representatives associated with the active for reasonable attorney's fees and expenses arising in connection therewith. Medical Matters: I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child.**

Date:_____ **Signature:**_____

Email: SoultoSole5K@gmail.com **Visit Us On Facebook:** www.facebook.com/soultosole5K

Mail checks payable to Soul to Sole PO Box 697 O'Fallon, IL 62269

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THROUGH: Ted Shekell, Community Development Director

DATE: April 13, 2015

SUBJECT: Enjoy Church, Alternative Parking Plan (Motion)

Summary

In July of 2014, Enjoy Church was approved for a building at 251 Regency Park Drive. At that time, the City placed a number of conditions on the property regarding the parking and occupancy of the building:

1. The occupancy of the church shall not exceed the City's minimum parking requirements for spaces provided on the property. Based on the current parking (257 spaces) the maximum occupancy is limited to 642 people. If at any time the church were to construct additional parking on-site, the city would reevaluate the maximum capacity.
2. No parking shall occur off-site, without City approval.

The church has provided the City with a "Parking License Agreement" with ISBI Green Mount One, LLC. They are the owner of the Green Mount Corporate Center building at Green Mount Road and Regency Park located behind PNC Bank. The agreement with the ISBI Green Mount One, LLC provides Enjoy Church with access to 220 parking spaces for Sunday morning services. Enjoy Church has a weekly invoice with First Bus to provide shuttle service between the two properties, while the church seeks to finalize the purchase of their own small shuttle bus.

Therefore, Enjoy Church is seeking approval for an alternate parking plan to allow off-site parking at the Green Mount Corporate Center. The additional parking will allow the church to increase the buildings occupancy limit from 642 people to 1,192 people, which remains under the occupancy according to the Illinois Plumbing Code (1,690 based on the number of toilets). However, the International Building Code requires any building that exceeds 999 person occupancy has to have an emergency voice/alarm communication system. Staff believes allowing off-site parking as a part of the church approval will not set a precedent for other commercial businesses, in that the church only meets once or twice a week and typically during off-peak times of other commercial businesses.

Recommendation

At this time, staff believes the increase in occupancy is appropriate as long as the parking license agreement and shuttle service agreements are valid. Therefore, staff recommends approval to the alternative parking plan, with the following conditions:

1. All conditions of the Planned Use remain effect, except for as amended by this alternative parking plan for additional Sunday morning off-site parking and occupancy.
2. The occupancy of the church is increased to 999 people, until an emergency voice/alarm communication system is installed. Fire and Community Development Departments are required to review approve such system, which after such approval the occupancy would be allowed to increase to 1,192 people.
3. The increased occupancy is contingent upon a valid parking license agreement and shuttle services. At such point that the parking license agreement becomes void and/or the shuttle service becomes unoperational, the occupancy shall revert back to 642 people.

Attachments:

Map of Sites

Parking License Agreement

MAP OF SITES

Enjoy Church
Green Mount
Corporate Center
REGENCY PARK
I-64
I-64
CENTRAL PARK DR
CENTRAL
PARK CIR
I-64 EB OFF RAMP
I-64 WB ON RAMP
GREEN MOUNT RD
DONNA
DR
ALADA R
DR
PIERCE
BLVD
Provided by East-West Gateway Council of Governments, Imagery flown by SURDEX

PARKING LICENSE AGREEMENT

This **PARKING LICENSE AGREEMENT** ("***License Agreement***") is made and entered into effective as of the last of the parties hereto to execute this License Agreement ("***Effective Date***"), by and between **ISBI GREEN MOUNT ONE, LLC**, a Delaware limited liability company ("***Licensor***"), and **ENJOY CHURCH**, an Illinois not-for-profit corporation ("***Licensee***").

A. Licensor is the owner of certain real property situated in St. Clair County, Illinois, known and numbered as 475 Regency Parkway, O'Fallon, Illinois 62269 ("***Property***"). Licensee is the owner of a nearby church building located at 251 Regency Parkway, O'Fallon, Illinois 62269 ("***Church***"), and has requested the right to use parking spaces on the Property's parking field ("***Parking Lot***") to serve as overflow parking for congregants of the Church.

B. Licensor is willing to permit Licensee to use certain portions of the Parking Lot, subject to the terms, conditions and restrictions as set forth below.

NOW, THEREFORE, in exchange for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties agree as follows:

1. **License.** Licensor hereby grants to Licensee a non-exclusive, revocable license ("***License***") to use certain parking spaces (or so many thereof as may be available from time to time), solely in the portion of the Parking Lot identified on **Exhibit A**, attached hereto and made a part hereof by this reference (collectively, the "***Licensed Spaces***"), on Sundays from 8:00 a.m. CST to 2:00 p.m. CST, solely for the overflow parking of passenger automobiles and light trucks (1/2 ton or less) belonging to congregants of the Church (the "***Permitted Use***"). This License shall be in effect for the period beginning on April 1, 2015 and shall continue perpetually unless earlier terminated by either party as set forth below (the "***License Period***"). Either Licensor or Licensee may, in its sole discretion and for any reason or for no reason, terminate the License and this License Agreement at any time upon fifteen (15) days' written notice to the other party, upon which termination date ("***Termination Date***") the License and this License Agreement shall terminate and be of no further force or effect except for those provisions which specifically survive such termination.

2. **License Fee; Costs.** As a condition to the effectiveness of this License, Licensee shall pay to Licensor the following sums ("***License Fee***") for each month or portion thereof during the License Period:

Time Period	Monthly License Fee
April 1, 2015 – September 30, 2015	$500.00
October 1, 2015 – March 31, 2016	$1,500.00
April 1, 2016 – Termination Date	$1,000.00

The License Fee shall be payable on the Effective Date and on the first day of each calendar month thereafter during the License Period at the office of the Licensor set forth herein. In addition, Licensee shall reimburse Licensor upon demand for legal fees incurred by Licensor in the preparation of this License Agreement; and reimburse Licensor upon demand for the cost of repairing any material damage done to the Parking Lot or the Property during the term of the License which damage is caused in whole or in part by any party using the Licensed Spaces pursuant to the License.

3. **No Lease.** Licensee and Licensor acknowledge that this License Agreement and the License granted hereunder is not a lease and is not intended to create a landlord-tenant relationship, Licensee hereby irrevocably waiving any right to assert that Licensee is a tenant or lessee of the Property.

This License Agreement is the sole agreement between Licensor and Licensee regarding the subject matter hereof and supersedes any prior agreements, written or oral.

4. **Use.** Licensee may occupy and use the Licensed Spaces solely for the Permitted Use and for no other purposes.

5. **Condition.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LICENSEE IS LICENSING THE LICENSED SPACES "AS IS", WHERE IS, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT LICENSOR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE LICENSED SPACES, PARKING LOT, PROPERTY OR ANY PART THEREOF INCLUDING, WITHOUT LIMITATION, THE STATE OF TITLE TO THE PROPERTY, THE SOIL, WATER, GEOLOGY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE LICENSED SPACES, PARKING LOT OR PROPERTY (PHYSICALLY, LEGALLY, REGULATORILY OR OTHERWISE) FOR ANY PARTICULAR USE. Licensee shall not make any changes to the Licensed Spaces without Licensor's prior written consent.

6. **Insurance.** Prior to making any use of the Licensed Spaces, Licensee shall deliver to Licensor a certificate of insurance evidencing that Licensee is maintaining commercial general liability insurance in the minimum amount of $2,000,000 combined single limit, and naming Licensor as an additional insured.

7. **Expiration and Termination.** Upon termination of the License, Licensee shall immediately cease, and cause the congregants of the Church to cease use of the Licensed Spaces. Time is of the essence of Licensee's obligations hereunder.

8. **Brokers.** Licensee hereby indemnifies and holds harmless Licensor, and Licensor's affiliates, agents, employees, and shareholders from any claim, whether meritorious or not, from any third party claiming to be Licensee's agent, and therein demanding a fee for this transaction.

9. **OFAC.** Neither Licensee nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("***OFAC***") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

10. **Reservations.** Licensor retains the right to use, to the extent such use is not inconsistent with Licensee's use thereof, the Licensed Spaces, in such manner as Licensor shall deem proper. Licensor specifically reserves the right to grant other licenses and easements to, under and across the Licensed Spaces and to allow other uses of the Licensed Spaces, provided such uses do not unreasonably interfere with the License.

11. **Title and Other Exceptions.** This License Agreement and the License created hereby is subject and subordinate to all existing licenses, leases, grants, easements, rights of way, mortgages, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Property and access thereto and lands adjacent thereto.

12. **Successors & Assigns; No Rights to Third Parties.** The provisions of this License Agreement are personal to, and for the exclusive benefit of, the parties, their successors and assigns, and not for the benefit of any third party and does not constitute any covenant running with the land. This License Agreement shall not be deemed to have conferred any rights upon any third person unless, and to the extent, specifically set forth herein.

13. **Severability.** If any term or provision of this License Agreement shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this License Agreement shall not be affected thereby but shall remain in full force and effect.

14. **Recording.** Neither this License Agreement, nor any memorandum thereof, shall be recorded without the prior consent of Licensor.

15. **Counterparts.** This License Agreement may be executed in any number of counterparts, each of which will, for all intents and purposes, be deemed an original, all of which are identical.

16. **Standard Terms.** The attached Standard Terms and Conditions are made a part hereof.

[*Remainder of Page Intentionally Left Blank; Signature Page to Follow*]

SIGNATURE PAGE TO PARKING LICENSE AGREEMENT

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement effective as of the Effective Date.

LICENSOR:

ISBI GREEN MOUNT ONE, LLC,
a Delaware limited liability company

By: _____
Name: Steven A. Brown
Title: Manager

Date: April 2, 2015, 2015

LICENSEE:

ENJOY CHURCH,
an Illinois not-for-profit corporation

By: _____
Name: DAREN W. CARSTENS
Title: PRES

Date: 4/2/2015, 2015

ATTACHMENT TO PARKING LICENSE AGREEMENT

STANDARD TERMS AND CONDITIONS

1. *Restrictions on Use.* Licensee shall not obstruct any of the common areas or any portion of the Property outside the Licensed Spaces. Licensor shall not be responsible to Licensee for the acts of any other persons or for the security of the Licensed Spaces or the vehicles parked there pursuant to the License.

2. *Assignment.* Licensee shall not assign its rights under this License Agreement nor the License created hereunder nor sublet the whole or any part of the Licensed Spaces.

3. *Indemnities.* Licensee, at Licensee's expense, shall defend (with counsel satisfactory to Licensor), indemnify and hold harmless Licensor and Licensor's agents, employees, invitees, licensees and contractors from and against any cost, claim, action, liability or damage of any kind arising from (i) Licensee's use and occupancy of the Licensed Spaces, or any activity done or permitted by Licensee, in, on or about the Licensed Spaces or the Property, (ii) any breach or default by Licensee of its obligations under this License Agreement, or (iii) any negligent, tortious or illegal act or omission of Licensee, its agents, employees, invitees, licensees or contractors. The obligations of Licensee under this paragraph shall survive the termination of this License Agreement. All automobiles kept, stored or maintained in the Licensed Spaces shall be at the sole risk of Licensee.

4. *Environmental Assurances.* Licensee shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from, the Property. Licensee shall comply with all obligations imposed by Environmental Laws, and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Property. Licensee shall immediately notify Licensor both by telephone and in writing of any unauthorized discharge of Hazardous Materials or of any condition that poses an imminent hazard to the Property, the public or the environment. After notice to and approval by Licensor, Licensee shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with Environmental Laws and good commercial practice, any Hazardous Materials on, under or about the Property resulting from Licensee's activities in the Property. Licensee shall indemnify, defend with counsel acceptable to Licensor and hold Licensor harmless from and against any claims, damages, costs, liabilities or losses (including, without limitation, any decrease in the value of the Property, loss or restriction of any area of the Property, and adverse impact of the marketability of the Property) arising out of Licensee's use, generation, storage or disposal of Hazardous Materials at, to or from the Property. Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended; those substances defined as "hazardous substances", "materials", or "wastes" under the law of the state in which the Property is located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws ("Environmental Laws"); materials containing asbestos or urea formaldehyde; gasoline and other petroleum products (excluding gasoline and petroleum products normally contained within vehicles parked in the Licensed Spaces); flammable explosives; and radioactive materials. The obligations of Licensee in this Paragraph shall survive the termination of this License Agreement.

5. *Notices.* Any notice required or permitted hereunder shall be in writing. Notices shall be addressed to Licensor at the following address: [ ] and to Licensee at the following address: [ ]. Any communication so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other. 3303 Homer M. Adams Parkway Alton, Illinois 62002

6. *Waiver of Liability.* Licensor and Licensee each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force, or with respect to Licensee is required to maintain in force pursuant this License Agreement, at the time of the loss or damage. Each party shall notify its insurers that the foregoing waiver is contained in this License Agreement.

7. *Holdover.* If Licensee holds over in occupancy of the Licensed Spaces after the expiration of the License Period, Licensee shall be liable for all damages sustained by Licensor on account of such holding over.

8. *Force Majeure.* If Licensor or Licensee is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("***Force Majeure***"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations shall in no event constitute Force Majeure. Nothing in this Paragraph shall excuse or delay Licensee's obligation to pay any license fees or other charges due under this License.

9. *Limitation On Liability.* Licensor, and its partners, directors, officers, shareholders, trustees or beneficiaries, shall not be liable to Licensee for any damage to or loss of personal property in, or to any personal injury occurring in, the Property, unless such damage, loss or injury is the result of the gross negligence of Licensor or its agents as determined by a final non-appeal judicial proceeding. The obligations of Licensor under this License do not constitute personal obligations of the individual partners, directors, officers, shareholders, trustees or beneficiaries of Licensor, and Licensee shall not seek, and hereby waives, recourse against the partners, directors, officers, shareholders, trustees or beneficiaries of Licensor, or any of their personal assets for satisfaction of any liability with respect to this License Agreement; Licensee's sole and exclusive remedy shall be against Licensor's interest in the Property.

MEMORANDUM

TO: Community Development Committee

FROM: Justin Randall, Senior City Planner

THROUGH: Ted Shekell, Director of Community Development

DATE: April 13, 2015

SUBJECT: Reserves of Timber Ridge Subdivision Annexation

Recommendation

The Planning Commission held a public hearing on the above referenced application at their March 10, 2015 meeting, voting 5-ayes and 1-nay to approve the requested Preliminary Plat application for the Reserves of Timber Ridge, subject to the conditions recommended by staff. Community Development Committee and the City Council passed the annexation on 1st Reading at the April 6th Council Meeting.

Annexation

The total annexation will include 111.57 acres. The annexation will include the Reserves of Timber Ridge with approximately 102.37 acres and will include an annexation agreement with Huntington Chase Homes, Corp. The resolution and annexation agreement are attached to the packet, and includes the City's standard annexation agreement language, which includes:

- Annexation Fees of $2,250 per lot;
- Park Fees of $865 per lot;
- City will provide water service; and
- The developer has worked out an agreement to connect to the Caseyville Township Sewer District for sanitary sewer service.

Additionally, there is a Path of Annexation, with approximately 9.2 acres, which will be zoned Agriculture in the City of O'Fallon. The resolution and annexation agreement with MRK Land Trust are also attached to the memo and includes the City's standard annexation agreement language for 300 foot strip path of annexation.

Attachments:

1. Resolution and annexation agreement with MRK Land Trust, Michael R. Kombrink
2. Resolution and annexation agreement with Reserves of Timer Ridge, LLC
3. Ordinance Annexing the Reserves of Timber Ridge subdivision and Path of Annexation

CITY OF O'FALLON, ILLINOIS

RESOLUTION NO. 2015 - _____

AUTHORIZING THE MAYOR TO SIGN AN ANNEXATION AGREEMENT WITH MICHAEL R. KOMBRINK, REPRESENTING MRK LAND TRUST FOR A PATH OF ANNEXATION TO THE RESERVES OF TIMBER RIDGE SUBDIVISION

WHEREAS, a proposed annexation agreement has been filed with the City Clerk of the City of O'Fallon by MRK Land Trust; and

WHEREAS, the proposed annexation agreement has been reviewed and has been determined to be beneficial to the public welfare; and

WHEREAS, the proposed annexation agreement was reviewed at the March 23, 2015 Community Development Committee meeting and approved with a vote of 6-0; and

WHEREAS, a public hearing on such terms of the annexation agreement was held on April 6, 2015, before the O'Fallon City Council.

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

1) The Mayor is authorized to sign an annexation agreement between the City of O'Fallon and MRK Land Trust for a Path of Annexation for the Reserves of Timber Ridge in substantially the form of the agreement attached to and made an integral and continuing part of this resolution by reference.

2) The City of O'Fallon hereby agrees with all terms and conditions as indicated therein.

3) This resolution shall be come effective immediately upon its adoption by the City Council.

Resolved by the Mayor and City Council of the City of O'Fallon this _____ day of _____, 2015.

Attest: Approved:

_____ _____

Philip A. Goodwin, City Clerk Gary L. Graham, Mayor

The Space above this line is for Recorder's Use Only

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this _____ day of _____ 2015, by and between MRK Land Trust, Michael R. Kombrink ("Owner") and the City of O'Fallon (the "City") a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and City Council (collectively, "Corporate Authorities").

A. Owner is the owner of record of certain parcels of real property located at 1240 Pausch Road, Parcel Number 03-13.0-100-010 and is contiguous to the City of O'Fallon in St. Clair County, Illinois, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Parcel").

B. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq*., a proposed Pre-Annexation Agreement in substance and form the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in compliance with the ordinances, codes, and regulations of the City in effect as of the date hereof, or as may hereinafter be enacted, the parties hereto hereby agree as follows:

1. **Annexation**. Owner has filed with the City C1erk a Petition for Annexation of the Parcel to the City conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the City. A copy of said Petition is attached hereto as **Exhibit B** and made a part hereof. To the extent that the Parcel is not yet contiguous to the City, Owner agrees to execute such additional Petition in the future as may be required by the City upon the Parcel becoming contiguous to the City boundary.

Subject to the requirements and conditions herein and satisfaction of the conditions of the Petition for Annexation, the City agrees to annex the Parcel by agreement pursuant to 65 ILCS 511 1..15.l-·1) *et seq,* Owner has filed with the City Clerk a preliminary Plat of Annexation, which contains an accurate map of the Parcel, which Plat is attached hereto as **Exhibit C** and made a part hereof. This annexation is not for the purpose of a new residential development except it is contemplated that the parcel adjacent to the Owner (which is not owned by the Owner), which is more particularly described in **Exhibit D**, attached hereto and made a part hereof (the "Adjacent Parcel"), is to be developed as a residential neighborhood.

2. **Water Supply and Sewer Service**. From the effective date of this Agreement, the City shall supply, or continue to supply, fresh, potable water and sewer service (if applicable and when available) to the Parcel in quantities and pressure sufficient in all respects to serve the needs of the Parcel and the persons therein and subject to otherwise applicable usage charges, fees and regulations, provided that any change in the use of the property is subject to and in compliance with the provisions of the City's ordinances and regulations, whether prior to or after the effective date of the annexation.

3. **Miscellaneous**

(a) This Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that the obligations to the City shall survive such termination to the extent not inconsistent with 65 ILCS 5/11-15.1-1.

(b) All municipal property taxes shall be waived for a period of twenty (20) consecutive years commencing with the year beginning on January 1, 2016 provided that the property remains zoned and used for unimproved agricultural purposes. In addition, if the property is subdivided for other than agricultural uses, or otherwise fails to remain unimproved agricultural properly this waiver will cease and all municipal property taxes will be thereafter assessed.

(c) The Parcel shall be zoned Agricultural by the City upon annexation. The Owner shall retain the right to petition to rezone their property, pursuant to the laws of the City, during the term of the agreement. The City agrees that it will not seek to rezone the Parcel to another zoning district classification without the written petition of the Owner for the duration of the agreement.

(d) Pole barn type construction and metal sided buildings shall be allowed for any new lawful agricultural or accessory structure.

(e) Livestock can be had and maintained on the Parcel as provided for by the requirements of the Agricultural zoning district.

(f) Burning of yard waste generated from the Parcel shall be allowed on the Parcel in accordance with the laws of the City of O'Fallon.

(g) The Parcel shall be subject to all laws, codes, ordinances, fees, annexation fees, taxes, usage charges, and regulations of the City, now existing or as may hereinafter be amended, enacted or enforced, and nothing herein shall be interpreted to limit the enforceability or application of such, except as provided herein; provided that no annexation fee shall apply to the Property and be required to be paid until the Property is rezoned at the request of the property owner or after termination of this Agreement.

(h) This Agreement and the obligations of Owner hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Parcel, and may be recorded.

(i) The undersigned persons whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation as their own free acts and deeds and/or the free acts and deeds of such municipal corporation after opportunity to consult with legal counsel.

(j) The City will allow the Owner to construct a 20 ft. wide private entrance located within the 300 ft. annexation strip (as shown on **Exhibit C**) along the west side of Pausch Road to serve as an entrance for a future residence.

(k) Nothing in this Agreement shall affect the Owner's right to mortgage, encumber, or convey the Parcel as a whole or in parts separately to one or several third parties, subject to 65 ILCS 5/11-15.1-4.

(l) Unless stated otherwise herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail, return receipt requested to the respective parties at their addresses listed below:

If to the City: City of O'Fallon, Illinois
225 S. Lincoln Avenue
O'Fallon, IL 62269
Attn: Planning Director

With a copy to: Mr. Terry Bruckert, Esq.
Bruckert, Gruenke & Long
1002 E. Wesley Drive, Suite 100
O'Fallon, IL 62269

If to Owner: MRK Land Trust
Attn: Michael R. Kombrink, Trustee
1029 Simmons Road

O'Fallon, IL 62269

(m) Notwithstanding anything to the contrary herein, nothing herein shall be interpreted to impede the development of the Adjacent Parcel as a residential subdivision and the City shall not pass any ordinance, rule or regulation related to the Parcel that would impair development of the Adjacent Parcel as a residential subdivision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF O'FALLON
A Municipal Corporation,
County of St. Clair
State of Illinois

ATTEST:

By:_____

By:_____

Name: Philip A. Goodwin

Name: Gary L. Graham

Title: City Clerk

Title: Mayor

OWNER: MRK Land Trust

DATED: _____

BY: _____

NAME: Michael R. Kombrink, Trustee

ATTEST: _____

State of Illinois
County of St. Clair
SUBSCRIBED AND SWORN to before me this _____ day of ___
_____,2014.

_____
Notary Public

O'Fallon, Illinois

My Commission expires: _____

LIST OF EXHIBITS

Exhibit A-	Legal Description of Parcel
Exhibit B-	Petition for Annexation
Exhibit C-	Plat of Annexation
Exhibit D-	Legal Description of Adjacent Parcel

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

Annexation Tract 1

A tract of land being part of the Northwest Quarter of Section 13, Township 2 North, Range 8 West of the Third Principal Meridian, City of O'Fallon, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at a stone at the southeast corner of said Northwest Quarter of Section 13; thence North 00 degrees 01 minutes 31 seconds West, on the east line of said Northwest Quarter of Section 13, a distance of 300.00 feet to the northerly line a tract of land previously annexed to the City of O'Fallon, Illinois by Ordinance Number 3540 and recorded in the St. Clair County Recorder's Office in Document Number A02074139 and the Point of Beginning.

From said Point of Beginning; thence North 89 degrees 45 minutes 01 second West, 300 feet northerly of and parallel with the south line of said Northwest Quarter of Section 13 and the northerly line of said tract of land previously annexed to the City of O'Fallon, Illinois, a distance of 300.00 feet; thence North 00 degrees 01 minutes 31 seconds East, 300 feet westerly of and parallel with said east line of the Northwest Quarter of Section 13, a distance of 1330.00 feet; thence South 89 degrees 45 minutes 01 seconds East, parallel with said south line of the Northwest Quarter of Section 13, a distance of 300.00 feet to said east line of the Northwest Quarter of Section 13; thence South 00 degrees 01 minute 31 seconds West, on said east line of the Northwest Quarter of Section 13, a distance of 1330.00 feet to the Point of Beginning.

Said tract contains 9.2 acres, more or less.

PIN Part of 03-13.0-100-010

EXHIBIT B

PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS

The undersigned Petitioners hereby respectfully petition to annex to the City of O'Fallon, St. Clair County, Illinois, the territory described on the attached "Exhibit A" and states as follows:
PARCEL NUMBER(S): 03-13.0-100-010, part of

ADDRESS(ES):1240 Pausch Road

1. The territory hereinbefore described is not within the corporate limits of any municipality.

2. The territory hereinbefore described is contiguous to the City of O'Fallon, St. Clair County, Illinois.

3. There are 0 electors residing on the territory hereinbefore described.

4. The Petitioners are the sole owners of record of all land within the territory hereinbefore described, and it has also executed this Petition as such owners.

5. This Petition is conditioned on the provisions of a certain Annexation Agreement between the City of O'Fallon by and through its Mayor and City Council and Petitioners.

WHEREFORE, Petitioner respectfully requests that the corporate authorities of the City of O'Fallon, St. Clair County, Illinois, annex the territory hereinbefore described to the City of O'Fallon in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

DATED: _____

OWNER:_____

PRINT: Michael Kombrink

State of Illinois
County of St. Clair
SUBSCRIBED AND SWORN to before me this _____ day of _____,2015.

_____
Notary Public

EXHIBIT C

PLAT OF ANNEXATION

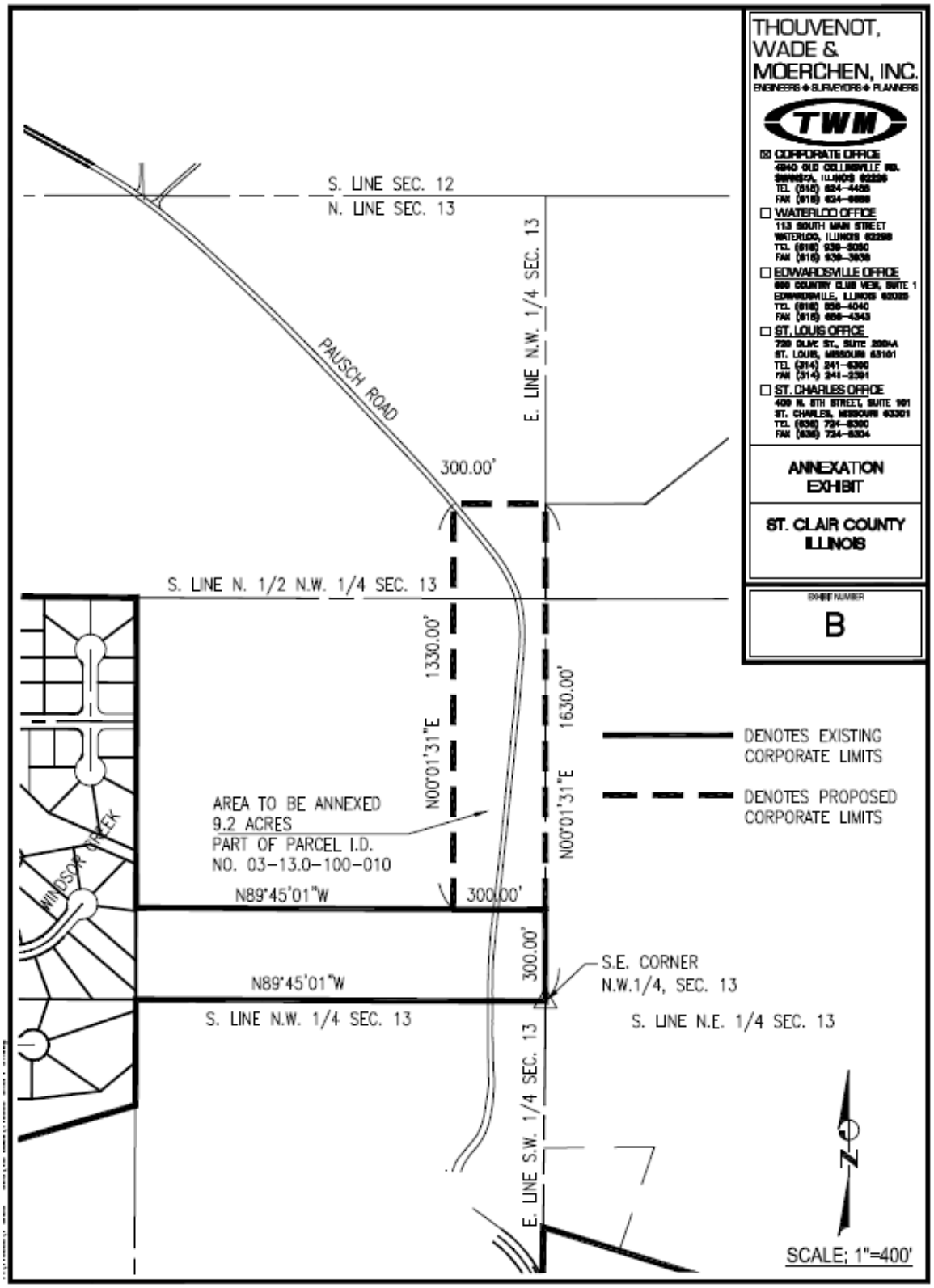


EXHIBIT D

LEGAL DESCRIPTION OF ADJACENT PARCEL

Part of the Northeast Quarter of Section 13, Township 2 North, Range 8 West and the Northwest Quarter of Section 18, Township 2 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows.

Beginning at a stone at the northeast corner of said Northeast Quarter of Section 13; thence South 00 degrees 01 minute 18 seconds East, on the east line of said Northeast Quarter of Section 13, a distance of 1427.25 feet; thence North 89 degrees 58 minutes 42 seconds East, 76.05 feet to a northeasterly line of a tract described as Parcel Two of land described in Document Number A01806285; thence South 22 degrees 03 minutes 36 seconds East, on said northeasterly line of a tract of land described as Parcel Two in Document Number A01806285, a distance of 523.59 feet to the northwesterly right of way line of Simmons Road; thence on said northwesterly right of way line of Simmons Road the following two (2) courses and distances: 1.) South 54 degrees 18 minutes 50 seconds West, 62.07 feet; 2.) southwesterly 276.52 feet on a curve to the left having a radius of 327.94 feet, the chord of said curve bears South 30 degrees 09 minutes 27 seconds West, 268.40 feet to the southwest corner of a tract of land described as Parcel One in Document Number A01806285, thence South 89 degrees 58 minutes 42 seconds West, on the southerly line of said tract of land described as Parcel One in Document Number A01806285, a distance of 87.10 feet to said east line of the Northeast Quarter of Section 13; thence South 00 degrees 01 minutes 18 seconds East, on said east line of the Northeast Quarter of Section 13, a distance of 468.88 feet; thence North 89 degrees 40 minutes 03 seconds West, on the south line of the Southeast Quarter of said Northeast Quarter of Section 13, a distance of 1331.90 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter of Section 13; thence North 00 degrees 02 minutes 55 seconds East, on the west line of said Southeast Quarter of the Northeast Quarter of Section 13, a distance of 1320.91 feet to the northwest corner of said Southeast Quarter of the Northeast Quarter of Section 13; thence North 89 degrees 50 minutes 00 seconds West, on the south line of the Northwest Quarter of said Northeast Quarter of Section 13, a distance of 1330.65 feet to a stone at the southwest corner of said Northwest Quarter of the Northeast Quarter of Section 13; thence North 00 degrees 12 minutes 35 seconds East, on the west line of said Northeast Quarter of Section 13, a distance of 310.00 feet; thence South 89 degrees 50 minutes 00 seconds East, 310.00 feet northerly of and parallel with said south line of the Northwest Quarter of the Northeast Quarter of Section 13, a distance of 326.48 feet; thence North 51 degrees 27 minutes 38 seconds East, 712.92 feet; thence North 43 degrees 52 minutes 32 seconds East, 361.00 feet; thence North 89 degrees 50 minutes 30 seconds East, 196.06 feet to the east line of said Northwest Quarter of the Northeast Quarter of Section 13; thence North 00 degrees 02 minutes 55 seconds East, on said east line of the Northwest Quarter of the Northeast Quarter of Section 13, a distance of 297.64 feet to a stone at the northwest corner of the Northeast Quarter of the Northeast Quarter of Section 13; thence North 89 degrees 46 minutes 04 seconds East, on the north line of said Northeast Quarter of the Northeast Quarter of Section 13, a distance of 1,328.65 feet to the Point of Beginning.

Said tract contains 102.37 acres, more or less.

Subject to easements, conditions and restrictions of record.

PIN 04-18.0-100-045, 03-13.0-200-003, and part of 03-13.0-200-001

CITY OF O'FALLON, ILLINOIS

RESOLUTION NO. 2015 - _____

AUTHORIZING THE MAYOR TO SIGN AN ANNEXATION AGREEMENT WITH DENNY BLUMBERG, REPRESENTING RESERVES OF TIMBER RIDGE, LLC FOR THE RESERVES OF TIMBER RIDGE SUBDIVISION

WHEREAS, a proposed annexation agreement has been filed with the City Clerk of the City of O'Fallon by Reserves of Timber Ridge, LLC; and

WHEREAS, the proposed annexation agreement has been reviewed and has been determined to be beneficial to the public welfare; and

WHEREAS, the proposed annexation agreement was reviewed at the March 23, 2015 Community Development Committee meeting and approved with a vote of 6-0; and

WHEREAS, a public hearing on such terms of the annexation agreement was held on April 6, 2015, before the O'Fallon City Council.

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

1) The Mayor is authorized to sign an annexation agreement between the City of O'Fallon and Reserves of Timber Ridge, LLC for the Reserves of Timber Ridge subdivision in substantially the form of the agreement attached to and made an integral and continuing part of this resolution by reference.

2) The City of O'Fallon hereby agrees with all terms and conditions as indicated therein.

3) This resolution shall be come effective immediately upon its adoption by the City Council.

Resolved by the Mayor and City Council of the City of O'Fallon this _____ day of _____, 2015.

Attest:	Approved:
_____	_____
Philip A. Goodwin, City Clerk	Gary L. Graham, Mayor

The Space above this line is for Recorder's Use Only

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between RESERVES OF TIMBER RIDGE, LLC, an Illinois limited liability company and/or its assigns (the "Developer" and/or "Owner") and the CITY OF O'FALLON (the "City") a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and City Council (collectively, "Corporate Authorities").

RECITALS

A. Owner is or will be the owner of record of certain parcels of real property situated in St. Clair County, Illinois, which shall be contiguous and adjacent to the City and are more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the **"**Development Parcel**"**).

B. The Development Parcel consists of approximately 102.37 acres, as more particularly shown on the Annexation Plat (hereafter defined), and will be developed as a single-family home subdivision (the "Development"). The Development Parcel is not presently located within the corporate limits of any municipality, is presently not contiguous to and may not until sometime in the future be annexed to the City as provided in the Illinois Municipal Code. The City has agreed, however, to presently provide City service as stated in this Agreement and as consideration for receiving same, the Owner agrees that as soon as all of the requirements of the Illinois Municipal Code are met that the Development Parcel should be legally annexed to the City.

C. Upon the Development Parcel becoming contiguous with the City, Developer desires to have the Development Parcel annexed to the City, on the terms and conditions provided herein and to qualify for such benefits or services as such annexation may so entitle it.

D. The Owner desires that the Development Parcel as shown on the Preliminary Plat (hereafter defined) as SR-1B ("SR-1B Parcel") be re-zoned to SR-1B concurrent with annexation.

E. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Development Parcel, when contiguous to the City, to the City would further the orderly growth of the City, enable the City to control the development of the Development Parcel, and serve the best interests of the City.

F. The City has duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and have, by a resolution duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

G. Developer has expended substantial sums of money and has materially altered its position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the City.

H. All other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement made, held, and performed by the City as required by 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of the Illinois Municipal Code.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and in compliance with ordinances, codes, and regulations of the City in effect as of the date of this Agreement, or as may hereinafter be enacted, subsequently, the parties hereto hereby agree as follows:

1. **Statutory Authority**. The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq*.

2. **Annexation**.

(a) Concurrent with this Agreement, Developer has filed with the City Clerk a Petition for Pre-Annexation of the Development Parcel to the City, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, namely, that the Development Parcel is contiguous with the City's corporate boundaries, and the ordinances and other requirements of the City. A copy of said Petition is attached hereto and made a part hereof as **Exhibit "B."**

(b) Developer has filed with the City Clerk a Plat of Annexation, which contains an accurate map of the Development Parcel, which is attached hereto and made a part hereof as **Exhibit "C"** ("Annexation Plat").

(c) Subject to the terms of this Agreement, the Corporate Authorities shall hereinafter enact an ordinance annexing the Development Parcel to the City ("Annexation Ordinance"), which ordinance shall attach the Annexation Plat and the Preliminary Plat (hereafter defined).

3. **Rezoning.** Within thirty (30) days of the Development Parcel becoming contiguous to the City, the City shall do the following:

(a) The City shall adopt an ordinance repealing the existing St. Clair County zoning presently ascribed to the Development Parcel.

(b) The City shall adopt an ordinance zoning classifying the Development Parcel as SR-1B (as defined by City Ordinance on such date as the City approves the terms of this Agreement) as shown on the Preliminary Plat. The parties acknowledge that prior to the date and execution of this Agreement, such public hearings as are necessary to enable the City lawfully to grant said zoning classification as to the Development Parcel will have been conducted upon proper notice.

(c) The City shall adopt an ordinance pursuant to the provisions of the City's Code of Ordinances (1) approving the final land use and zoning plat ("Final Plat") of the Development Parcel, which plat shall be substantially similar with the Preliminary Plat attached as **Exhibit "D,"** hereto and made a part hereof; and (2) expressly permitting development of the Development Parcel in accordance with the Preliminary Plat.

(d) Except as provided herein, all changes in land use or related activity on the Development Parcel shall be subject to the applicable ordinances and laws authorizing or regulating such change or activity.

4. **Variations**. Immediately upon adoption of the ordinances provided under Sections 2 and 3 of this Agreement, or as a part thereof, the City shall adopt the following ordinances:

(a) **No School Impact Fees or Additional Impact Fees**. Except as otherwise specifically provided in this Agreement, Developer shall not be required to pay any other annexation fee, park maintenance fee and/or school impact fee.

(b) **Cul-de-Sac.** The cul-de-sac length for Street 9 shall be extended as shown on the Preliminary Plat.

5. **Developer Improvement Obligations**.

(a) All improvements (except as provided below), including Storm Sewers (hereafter defined), and right-of-way or fee simple dedication contemplated by this Agreement or as shown on the Final Plat shall be dedicated to the City or other appropriate utility entity in the form and as reasonably required by the City Attorney. Notwithstanding anything to the contrary in this Section or this Agreement, all City and/or Developer rights and

obligations with respect to the Sanitary Sewers (hereafter defined) and the Lift Station (hereafter defined) shall be governed by Section 7 below.

(b) Nothing contained in this Agreement shall affect the Developer's right to mortgage, encumber, or convey the Development Parcel as a whole or each Phase separately to one or several third parties, subject to 65 ILCS 5/11–15.1-4.

6. Water Supply and Service.

The City agrees to supply fresh, potable water to the property line of Development Parcel in quantities and pressure sufficient in all respects to serve the needs of the Development Parcel. The Development Parcel shall be subject to applicable service rates and tap fees and charges of the City. So long as City water is available, Owner and Development Parcel shall be required to use water exclusively from the City. Any change in the use of Development Parcel requested or initiated by the Owner shall be subject to and in compliance with the provisions of the City's ordinances and regulations. Except as provided below, the Owner shall be responsible for all costs of extending the existing water lines at an 8" line diameter and in compliance with all city codes, subject to engineering calculation indicating an 8" line is adequate. Notwithstanding anything to the contrary in this Section 6 or this Agreement, if the City requires any line dimensions exceeding an 8" line diameter or installation of any other off site water lines, the Owner shall install and pay for same provided the City shall reimburse the Owner for such expense within thirty (30) days of being provided invoices and paid receipts from the Owner. Notwithstanding anything to the contrary herein, this Section 6 sets forth all of the fees related to water service and connection that Developer is required to pay except for ordinary tap-in fees paid for each residence.

Any change in the use of Development Parcel requested or initiated by the Owner shall be subject to and in compliance with the provisions of the City's ordinances and regulations.

7. Sanitary Sewer.

(a) The Developer contemplates contracting with the Caseyville Sewer District for extension of sanitary sewer service.

(b) The Developer shall use and exercise all reasonable means and facilities to install sanitary sewer trunk lines ("Sanitary Sewers") sufficient to serve the Development Parcel and the Development. Said lines shall be constructed in conformity with the Preliminary Plat in compliance with applicable City and Caseyville Township ordinances and standards.

8. Stormwater and Drainage Facilities.

On the Development Parcel, the Owner shall use and exercise all reasonable means and facilities to install storm sewer lines ("Storm Sewers") and retention basins sufficient to serve the Development Parcel and the Development. Said storm sewer lines and detention/retention areas shall be constructed in conformity with the Preliminary Plat in compliance with applicable City

ordinances and standards. All storm sewer lines shall be within an easement and dedicated to the City, however all detention/retention areas located within outlots or easements shall be maintained by the present and future property owners (or the homeowner's association if the outlot or easement is common area) of the Reserves of Timber Ridge subdivision. Notwithstanding anything to the contrary in this Section 8 or this Agreement, the City shall in no way delay approval of any improvements hereunder that are otherwise in conformity with the Preliminary Plat to avoid or mitigate the cost of the City's reimbursement obligations hereunder.

9. Roadways/Sidewalks.

The Developer shall use and exercise all reasonable means and facilities to construct the roadways to be located on the Development Parcel as shown on the Preliminary Plat. Said construction shall be completed in accordance with the City's Subdivision Ordinance and shall include installation of curbs, gutters, streetlights, street/traffic control signage, sidewalks, and other public improvements required under said Subdivision Ordinance (in effect on the date that this Agreement was approved by the Corporate Authorities) (collectively, "Public Improvements"), except as expressly varied by the City Council.

10. Development; Dedication of Improvements.

(a) The Developer shall construct and dedicate to the City the roadways, easements, public improvements, water lines, and storm sewer lines as may be required consistent with law and accepted by the City in conjunction with development approvals. The Developer shall dedicate to the City the Roadways, the Public Improvements, the water lines, and the Storm Sewer Lines by recording with the St. Clair County, Illinois Recorder, the appropriate subdivision plat, which dedicates the Public Improvements as provided herein. Nothing herein shall require the City to accept such improvements for maintenance or liability that are not in satisfaction of the City's specifications or that have not been inspected by the City and found to be in acceptable condition.

(b) The Owner shall grant to the City nonexclusive utility easements ("Utility Easements") for maintenance and repair of the aforesaid utilities to be constructed on the Development Parcel and dedicated to the City as shown on the Preliminary Plat of Annexation and/or the Final Plat in accordance with applicable ordinances.

(c) To the full extent permitted by law, and except as provided herein, the Development Parcel shall be subject to the development laws of the City applicable to development in effect prior to the annexation contemplated by this Agreement; provided that prior to annexation, Owner shall be given prior notice and reasonable opportunity to cure any violation prior to enforcement by the City.

11. Annexation Fee. Notwithstanding any other City Ordinance to the contrary, Developer shall only be required to pay the City, a fee of TWO THOUSAND TWO HUNDRED FIFTY

DOLLARS ($2,250.00) per lot ("Annexation Fee") as payment to the City intended in part to defray the City's costs relating to this annexation and in providing services to the Subdivision and services as may benefit the residents of the Subdivision. The Owner (and its successors in title) shall pay such Annexation Fee for each lot at the time of and as a condition of application for a building permit to build a dwelling on each lot in the Development Parcel. Payment of this annexation fee shall be a fundamental condition of any building permit and shall be binding as to such permits issued both prior to and after annexation and expiration of this agreement.

12. Park Dedication. Owner (or its successors or assigns in the event the Park Land [hereafter defined] as shown on the Preliminary plat is conveyed to another entity) shall provide an easement for access on Outlot C as shown on the Preliminary Plat. Per City Ordinance, the developer is required to pay a park fee per lot ("Park Fee") upon annexation and concurrent with each building permit application to the City with the intended purpose to mitigate the Developer's impact to the City park system at a calculated fee of EIGHT HUNDERD SIXTY FIVE DOLLARS ($865.00). The Owner (and its successors in title) shall pay such Park Fee for each lot at the time of and as a condition of application for a building permit to build a dwell on each lot in the Development Parcel. Payment of this Park Fee shall be a fundamental condition of any building permit and shall be binding as to such permits issued both prior to and after annexation and expiration of this Agreement.

13. Miscellaneous.

(a) Notwithstanding any other provision contained herein to the contrary, with respect to the Development Parcel, this Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that any continuing obligations to the City shall survive any termination or expiration to the extent consistent with 65 ILCS 5/11-15.1-1.

(b) Except as provided in this Agreement, the Development Parcel shall be bound by the terms of the Agreement and shall be subject to all other generally applicable laws, codes, ordinances and regulations of the City, now existing or as may hereinafter be amended, enacted or enforced, and nothing herein shall be interpreted to limit the enforceability of such.

(c) This Agreement shall bind the heirs, successors, and assigns of the Developer, the City, the Corporate Authorities, and their successors in office. This Agreement shall inure to the benefit of the parties hereof, their successors, and assigns. This Agreement and the obligations of Developer hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Development Parcel, and may be recorded.

(d) Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Development Parcel or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

(e) Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the City in the Office of the Recorder of St. Clair County, Illinois.

(f) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them, provided that nothing in this Agreement shall permit or give rise to an action in damages against the City or the Developer (and/or its successors and/or assigns), except that the Developer may seek specific performance of the City's reimbursement obligations under this Agreement, if any.

(g) It is understood by the Parties hereto that time is of the essence. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

(h) The undersigned persons, whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation or other entity indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation or other entity as their own free acts and deeds and/or the free acts and deeds of such municipal corporation or other entity after opportunity to consult with legal counsel.

(i) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(j) Unless stated otherwise herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail, return receipt requested, to the respective parties at their addresses listed below:

If to the City:	City of O'Fallon, Illinois 225 S. Lincoln Avenue O'Fallon, IL 62269 Attention: Planning Director
with a copy to:	Mr. Terry Bruckert, Esq. Attorney at Law 1002 E. Wesley Dr. O'Fallon, IL 62269
If to the Developer/Owner:	Reserves of Timber Ridge, LLC

1306 Arbor Green Trail
O'Fallon, IL 62269

with a copy to: Lori E. DaCosse, Esq.
807 W. Highway 50, Suite #1
O'Fallon, IL 62269

(k) Nothing in this Agreement shall waive the police powers of the City or preclude the City from enforcing its laws as to the Development Parcel regarding public health, welfare or safety irrespective of any claim of estoppel or otherwise.

14. Special Service Area. Only in the event the homeowner's association governing the Development Parcel becomes defunct or declines to manage the Development Parcel's common area pursuant to City Ordinance, under the Special Service Area Tax Law (35 ILCS 200/27-5 *et seq.*, as supplemented and amended, the "**SSA Law**" (which if applicable law requires or under which it otherwise would be desirable includes the Special Assessment / Local Improvement ("**SA/LI**") process of Article 9 of the Illinois Municipal Code)) the City, at its discretion, agrees at the cost of the homeowner's association (and not at the cost of the Owner, Developer, or City) to request to undertake proceedings (the "**SSA Proceedings**," which shall include SA/LI proceedings, as the case may be) to finance making any Development Parcel common area compliant with City ordinance. The Owner and the Developer will fully and timely cooperate with the City in connection with the SSA Proceedings and establishing the Area and the issuance of the SSA Bonds if so required, provided however in no event shall the Owner and/or its assign be required to pay any cost associated with the SSA Proceedings or the SSA Bonds. Further notwithstanding anything to the contrary in this Agreement, in the event the Owner or its assign owns any lots in the Development Parcel when the City chooses to initiate SSA Proceedings, the Owner or its assign shall not be subject to any increase in ad valorem real estate taxes related to the lots it owns for such time as the Owner or assign owns the lot. This agreement and provision shall run as a covenant with the land. In the event of default of the maintenance requirements herein, the HOA and/or future owners agree to not object to the establishment of the SSA and the enforcement of the provisions of this section.

[Balance of Page Intentionally Left Blank, Please Proceed to Signature Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:

CITY OF O'FALLON,
a municipal Corporation, County of
St. Clair, State of Illinois

ATTEST:

By:_____

Name: Philip A. Goodwin

Title: City Clerk

By:_____

Name: Gary L. Graham

Title: Mayor

DEVELOPER:

RESERVES OF TIMBER RIDGE, LLC, an Illinois limited liability company

By:_____

Name:_____

Title:_____

LIST OF EXHIBITS

A. Legal Description of Development Parcel
B. Petition for Annexation
C. Annexation Plat
D. Preliminary Plat

EXHIBIT "A"

[LEGAL DESCRIPTION OF DEVELOPMENT PARCEL]

TWM DESCRIPTION OF TRACTS COMBINED:

PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 8 WEST AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A STONE AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 13; THENCE SOUTH 00 DEGREES 01 MINUTE 18 SECONDS EAST, ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1417.26 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 72.00 FEET TO THE MOST NORTHERLY CORNER OF A TRACT DESCRIBED AS PARCEL TWO OF LAND DESCRIBED IN DOCUMENT NUMBER A01806285; THENCE SOUTH 22 DEGREES 03 MINUTES 36 SECONDS EAST, ON THE NORTHEASTERLY LINE OF SAID PARCEL TWO IN DOCUMENT NUMBER A01806285, A DISTANCE OF 534.22 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SIMMONS ROAD; THENCE ON SAID NORTHWESTERLY RIGHT OF WAY LINE OF SIMMONS ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1.) SOUTH 54 DEGREES 18 MINUTES 50 SECONDS WEST, 62.07 FEET; 2.) SOUTHWESTERLY 276.52 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 327.94 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 30 DEGREES 09 MINUTES 27 SECONDS WEST, 268.40 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL ONE IN DOCUMENT NUMBER A01806285; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, ON THE SOUTHERLY LINE OF SAID PARCEL ONE IN DOCUMENT NUMBER A01806285, A DISTANCE OF 87.10 FEET TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, ON SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 468.88 FEET TO A 1/2 INCH IRON ROD SET AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 03 SECONDS WEST, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1331.90 FEET TO A 1/2 INCH IRON ROD SET AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 55 SECONDS EAST, ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1320.91 FEET TO A 1/2 INCH IRON ROD SET AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1330.65 FEET TO A STONE AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 12 MINUTES 35 SECONDS

EAST, ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 306.93 FEET TO AN IRON ROD SET; THENCE SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, 323.05 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 51 DEGREES 27 MINUTES 38 SECONDS EAST, 717.32 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 43 DEGREES 51 MINUTES 33 SECONDS EAST, 361.13 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, 196.03 FEET TO A 1/2 INCH IRON ROD SET ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 55 SECONDS EAST, ON SAID EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 297.62 FEET TO A STONE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 89 DEGREES 46 MINUTES 04 SECONDS EAST, ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1,328.65 FEET TO THE POINT OF BEGINNING.

EXCEPT COAL, OIL, GAS AND OTHER MINERALS.

SAID COMBINED TRACT CONTAINS 102.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

[COMBINED LEGAL DESCRIPTION PROVIDED BY MIKE BARNAL AT TWM ON ALTA SURVEY PROJECT # D01140588]

EXHIBIT "B"

PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS

The undersigned hereby respectfully petitions to annex to the City of O'Fallon, St. Clair County, Illinois, the territory described on **Exhibit A** of the Annexation Agreement, and states as follows:

1. The territory hereinbefore described is not within the corporate limits of any municipality.

2. The territory hereinbefore described is almost contiguous to the City of O'Fallon, St. Clair County, Illinois.

3. There are no electors residing on the territory hereinbefore described.

4. The undersigned is the developer of all land within the territory hereinbefore described, and they have also executed this Petition.

5. This Petition is conditioned on the provisions of a certain Pre-Annexation Agreement ("Agreement") between the City of O'Fallon by and through its Mayor and City Council and the undersigned Petitioner.

WHEREFORE, Petitioner respectfully requests, at such time as the territory hereinbefore described becomes contiguous to the City, that the corporate authorities of the City of St. Clair County, Illinois, annex the territory hereinbefore described to said City in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

PETITIONER:

DATED:_____

RESERVES OF TIMBER RIDGE, LLC,
an Illinois limited liability company

By:_____
Name:_____
Title:_____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015.

_____
Notary Public

My Commission expires: _____

EXHIBIT "C"

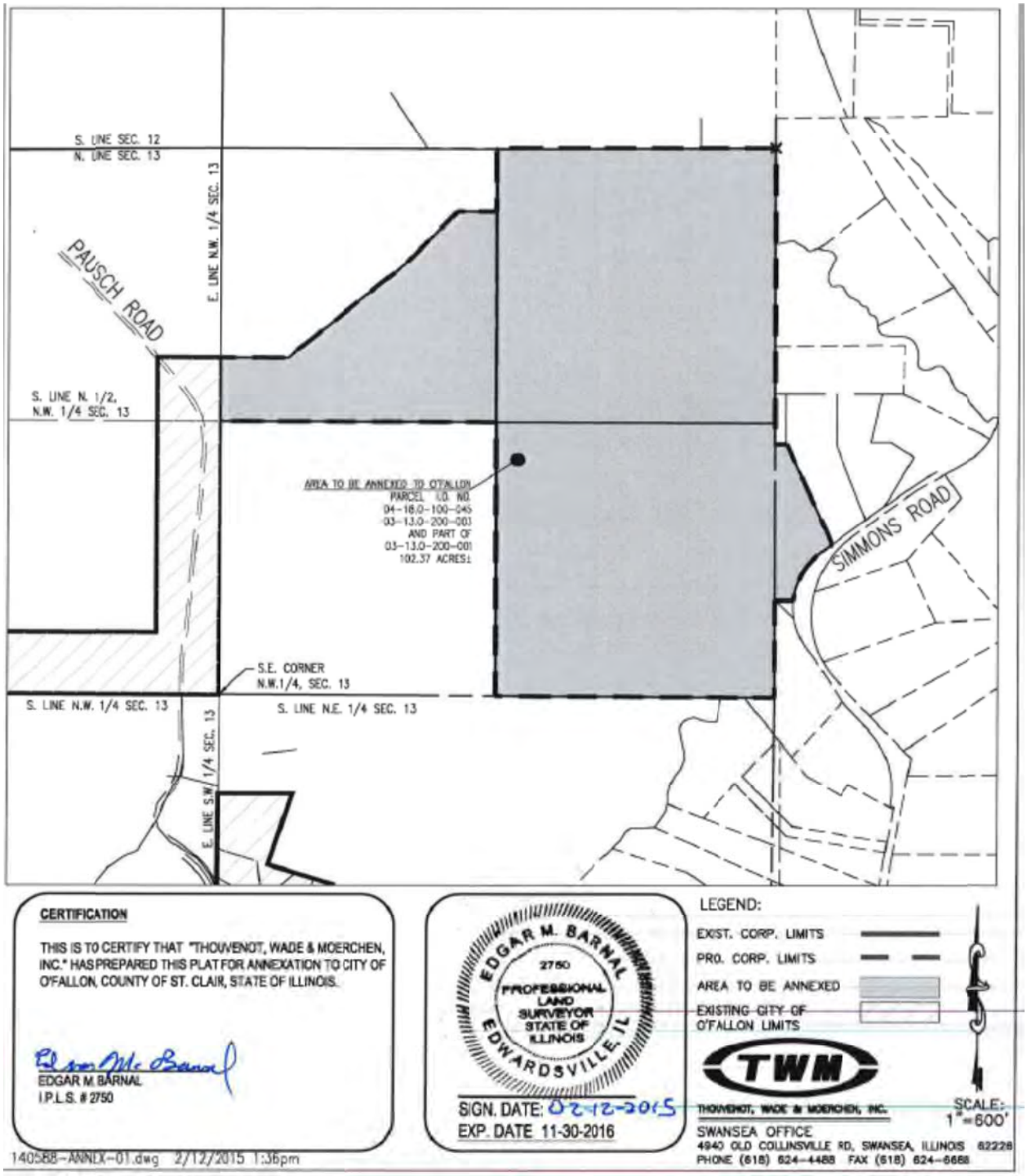
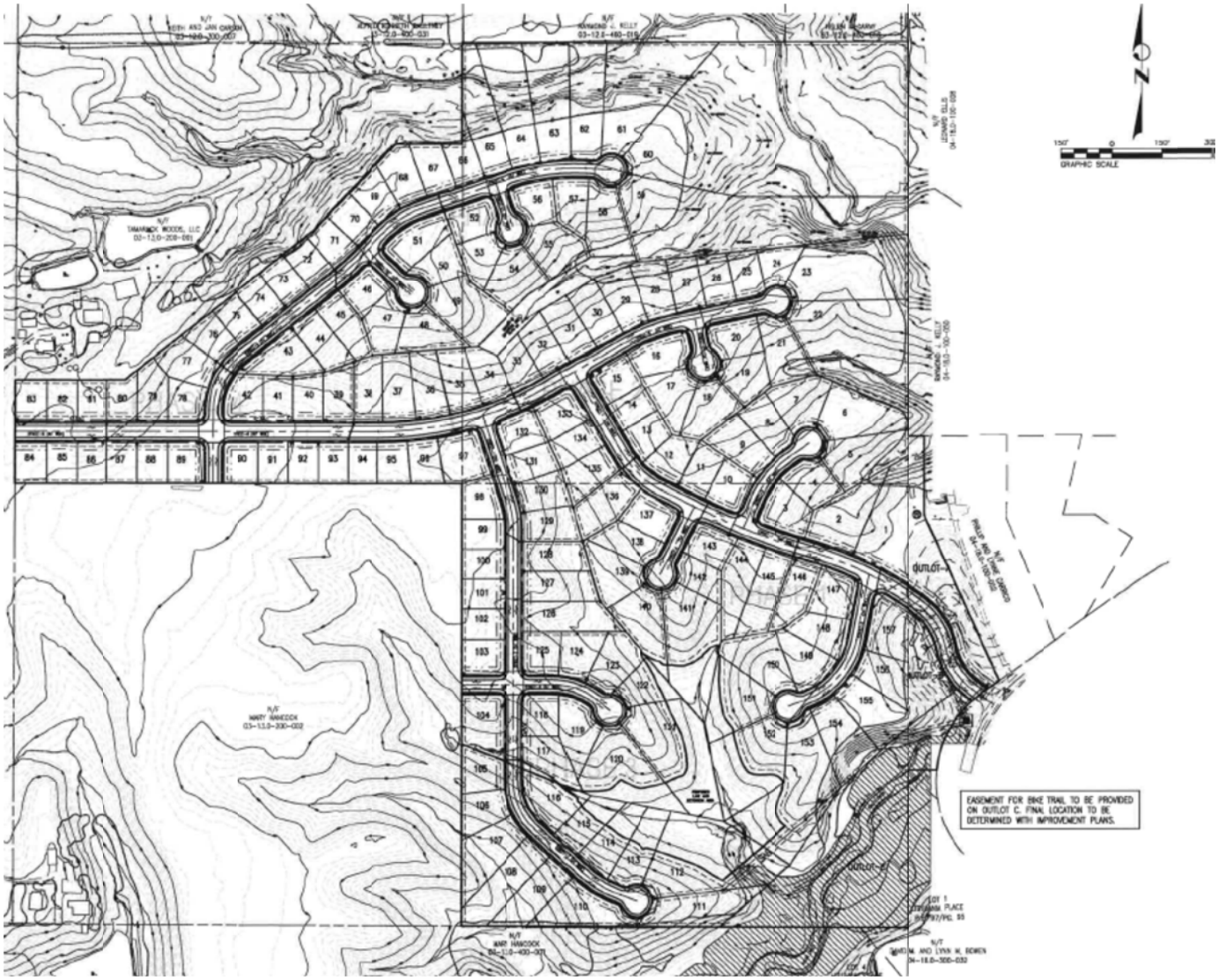

S. LINE SEC. 12
N. LINE SEC. 13
E. LINE N.W. 1/4 SEC. 13
PAUSCH ROAD
S. LINE N. 1/2, N.W. 1/4 SEC. 13
AREA TO BE ANNEXED TO O'FALLON
PARCEL I.D. NO.
04-16.0-100-045
03-13.0-200-003
AND PART OF
03-13.0-200-001
102.37 ACRES±
SIMMONS ROAD
S.E. CORNER
N.W.1/4, SEC. 13
S. LINE N.W. 1/4 SEC. 13
S. LINE N.E. 1/4 SEC. 13
E. LINE S.W. 1/4 SEC. 13
CERTIFICATION
THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF O'FALLON, COUNTY OF ST. CLAIR, STATE OF ILLINOIS.
EDGAR M. BARNAL
I.P.L.S. # 2750
EDGAR M. BARNAL
2750
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
EDWARDSVILLE, IL
SIGN. DATE: 02-12-2015
EXP. DATE 11-30-2016
LEGEND:
EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING CITY OF O'FALLON LIMITS
TWM
THOUVENOT, WADE & MOERCHEN, INC.
SWANSEA OFFICE
4940 OLD COLLINSVILLE RD, SWANSEA, ILLINOIS 62226
PHONE (618) 624-4488 FAX (618) 624-6668
SCALE: 1"=600'
140568-ANNEX-01.dwg 2/12/2015 1:36pm

EXHIBIT "D"


GRAPHIC SCALE
OUTLOT
EASEMENT FOR BIKE TRAIL TO BE PROVIDED ON OUTLOT C. FINAL LOCATION TO BE DETERMINED WITH IMPROVEMENT PLANS.

Ordinance No. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF O'FALLON, ST. CLAIR COUNTY, ILLINOIS CONTAINING APPROXIMATELY 111.57 ACRES

WHEREAS, the owners of territory depicted in Exhibit A and more specifically described in Exhibit B, attached hereto and made part hereof, desires to allow the City of O'Fallon to annex the territory herein depicted and described; and

WHEREAS, said territory includes all or a portion of Parcels 03-13.0-100-010, 04-18.0-100-045, 03-13.0-200-003 and 03-13.0-200-001; and

WHEREAS, the owners have filed with the City Clerk of the City of O'Fallon, a duly signed and verified petition to annex the subject real estate and signed annexation petition; and

WHEREAS, the territory is presently zoned Agriculture, A in unincorporated St. Clair County and is proposed for A, Agricultural zoning within the City of O'Fallon for all or a portion of Parcels 03-13.0-100-010; and

WHEREAS, the territory is presently zoned Agriculture, A and Rural Residential RR3 in unincorporated St. Clair County and is proposed for rezoning within the City of O'Fallon to SR-1B for all or a portion of Parcels 04-18.0-100-045, 03-13.0-200-003 and 03-13.0-200-001; and

WHEREAS, 0 electors reside on the entirety of the property herein described; and

WHEREAS, all notices have been served to the affected parties as required by statute; and

WHEREAS, the territory has been subject to all necessary hearings before the appropriate bodies.

NOT THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUTNY, ILLINOIS AS FOLLOWS:

Section 1. Approval. The territory depicted in Exhibit A, and described in Exhibit B, attached hereto and made part hereof, is hereby annexed to the City of O'Fallon, St. Clair County, Illinois.

Section 2. Zoning. The territory shown in Exhibit A shall be zoned SR-1B in a manner as required by law by the City of O'Fallon.

Section 3. Recording That the City Clerk is hereby directed to record a certified copy of this ordinance with the St. Clair County Recorder of Deeds and filed with the St. Clair County Clerk, together with the map of the territory annexed.

Section 4. Effect. This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Passed by the City Council this _____ day of _____ 2015.

****

ATTEST:

(seal)

_____
Philip A. Goodwin, City Clerk

Approved by the Mayor this _____ day

of _____ 2015.

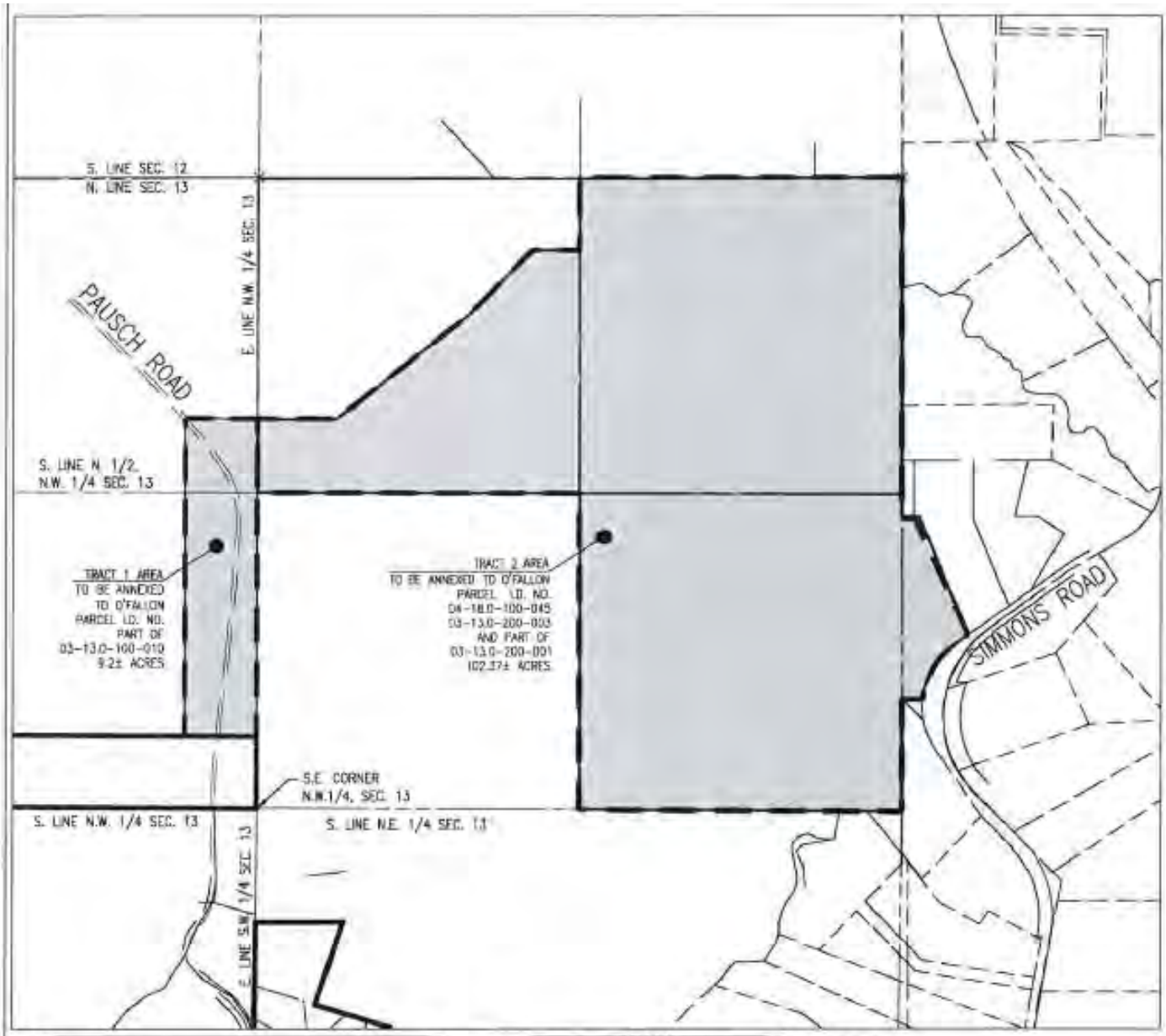
_____
Gary L. Graham, Mayor

ROLL CALL:	McCoskey	Meile	True	Albrecht	Mouser	Hagarty	Drolet, J.	**SUB TOTALS**
Aye								
Nay								
Absent								

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

EXHIBIT "A"

PLAT OF ANNEXATION



CERTIFICATION

THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF O'FALLON, COUNTY OF ST. CLAIR, STATE OF ILLINOIS.

Edgar M. Barnal

EDGAR M. BARNAL
I.P.L.S. # 2750

EDGAR M. BARNAL
2750
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
EDWARDSVILLE, IL

SIGN. DATE: 03-10-2015
EXP. DATE 11-30-2016

LEGEND:

EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING CITY OF O'FALLON LIMITS

TWM

THOUVENOT, WADE & MOERCHEN, INC.
SWANSEA OFFICE
4940 OLD COLLINSVILLE RD, SWANSEA, ILLINOIS 62226
PHONE (618) 624-4466 FAX (618) 624-6588

SCALE: 1"=600'

140588-ANNEX-01.dwg 3/10/2015 7:07am

<u>EXHIBIT "B"</u>

LEGAL DESCRIPTION OF ANNEXATION

Annexation Tract 1

A tract of land being part of the Northwest Quarter of Section 13, Township 2 North, Range 8 West of the Third Principal Meridian, City of O'Fallon, County of St. Clair, State of Illinois and being more particularly described as follows:
Commencing at a stone at the southeast corner of said Northwest Quarter of Section 13; thence North 00 degrees 01 minutes 31 seconds West, on the east line of said Northwest Quarter of Section 13, a distance of 300.00 feet to the northerly line a tract of land previously annexed to the City of O'Fallon, Illinois by Ordinance Number 3540 and recorded in the St. Clair County Recorder's Office in Document Number A02074139 and the Point of Beginning.

From said Point of Beginning; thence North 89 degrees 45 minutes 01 second West, 300 feet northerly of and parallel with the south line of said Northwest Quarter of Section 13 and the northerly line of said tract of land previously annexed to the City of O'Fallon, Illinois, a distance of 300.00 feet; thence North 00 degrees 01 minutes 31 seconds East, 300 feet westerly of and parallel with said east line of the Northwest Quarter of Section 13, a distance of 1330.00 feet; thence South 89 degrees 45 minutes 01 seconds East, parallel with said south line of the Northwest Quarter of Section 13, a distance of 300.00 feet to said east line of the Northwest Quarter of Section 13; thence South 00 degrees 01 minute 31 seconds West, on said east line of the Northwest Quarter of Section 13, a distance of 1330.00 feet to the Point of Beginning.

Said tract contains 9.2 acres, more or less.

PIN Part of 03-13.0-100-010

Annexation Tract 2

Part of the Northeast Quarter of Section 13, Township 2 North, Range 8 West and the Northwest Quarter of Section 18, Township 2 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows.

Beginning at a stone at the northeast corner of said Northeast Quarter of Section 13; thence South 00 degrees 01 minute 18 seconds East, on the east line of said Northeast Quarter of Section 13, a distance of 1427.25 feet; thence North 89 degrees 58 minutes 42 seconds East, 76.05 feet to a northeasterly line of a tract described as Parcel Two of land described in Document Number A01806285; thence South 22 degrees 03 minutes 36 seconds East, on said northeasterly line of a tract of land described as Parcel Two in Document Number A01806285, a distance of 523.59 feet to the northwesterly right of way line of Simmons Road; thence on said northwesterly right of way line of Simmons Road the following two (2) courses and distances; 1.) South 54 degrees 18 minutes 50 seconds West, 62.07 feet; 2.) southwesterly 276.52 feet on a curve to the left having a

radius of 327.94 feet, the chord of said curve bears South 30 degrees 09 minutes 27 seconds West, 268.40 feet to the southwest corner of a tract of land described as Parcel One in Document Number A01806285; thence South 89 degrees 58 minutes 42 seconds West, on the southerly line of said tract of land described as Parcel One in Document Number A01806285, a distance of 87.10 feet to said east line of the Northeast Quarter of Section 13; thence South 00 degrees 01 minutes 18 seconds East, on said east line of the Northeast Quarter of Section 13, a distance of 468.88 feet; thence North 89 degrees 40 minutes 03 seconds West, on the south line of the Southeast Quarter of said Northeast Quarter of Section 13, a distance of 1331.90 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter of Section 13; thence North 00 degrees 02 minutes 55 seconds East, on the west line of said Southeast Quarter of the Northeast Quarter of Section 13, a distance of 1320.91 feet to the northwest corner of said Southeast Quarter of the Northeast Quarter of Section 13; thence North 89 degrees 50 minutes 00 seconds West, on the south line of the Northwest Quarter of said Northeast Quarter of Section 13, a distance of 1330.65 feet to a stone at the southwest corner of said Northwest Quarter of the Northeast Quarter of Section 13; thence North 00 degrees 12 minutes 35 seconds East, on the west line of said Northeast Quarter of Section 13, a distance of 310.00 feet, thence South 89 degrees 50 minutes 00 seconds East, 310.00 feet northerly of and parallel with said south line of the Northwest Quarter of the Northeast Quarter of Section 13, a distance of 326.48 feet; thence North 51 degrees 27 minutes 38 seconds East, 712.92 feet; thence North 43 degrees 52 minutes 32 seconds East, 361.00 feet; thence North 89 degrees 50 minutes 30 seconds East, 196.06 feet to the east line of said Northwest Quarter of the Northeast Quarter of Section 13; thence North 00 degrees 02 minutes 55 seconds East, on said east line of the Northwest Quarter of the Northeast Quarter of Section 13, a distance of 297.64 feet to a stone at the northwest corner of the Northeast Quarter of the Northeast Quarter of Section 13; thence North 89 degrees 46 minutes 04 seconds East, on the north line of said Northeast Quarter of the Northeast Quarter of Section 13, a distance of 1,328.65 feet to the Point of Beginning.

Said tract contains 102.37 acres, more or less.

Subject to easements, conditions and restrictions of record.

PIN 04-18.0-1 00-045, 03-13.0-200-003, and part of 03-13.0-200-001