



AGENDA
COMMUNITY DEVELOPMENT COMMITTEE
Monday, August 8, 2016

6:00 PM

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

I) Roll Call

II) Approval of Minutes – July 25, 2016

III) Items Requiring Council Action – Monday, August 15, 2016

- A. 115 Elm Street Demolition (Resolution)
- B. Annexation of 120 & 130 Behrens Drive (1st Reading)
- C. Gasser Rezoning (2nd Reading) – NO CHANGE
- D. Marriott TownePlace Suites – Planned Use (2nd Reading) – NO CHANGE
- E. Comp Plan and Future Land Use Map Amendment – Old City Hall (2nd Reading) – NO CHANGE
- F. Old City Hall – Planned Use (2nd Reading) – NO CHANGE
- G. Betty Lane Warehouses – Planned Use (2nd Reading) – NO CHANGE
- H. 8676 East Highway 50 Boat, RV and Vehicle Storage – Planned Use (2nd Reading) – NO CHANGE

IV) Other Business – None

NEXT MEETING: August 22, 2016 – 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, July 25, 2016

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

CALL TO ORDER: 6:15 PM

- I) **Roll Call** – *Committee members:* Gene McCoskey, David Cozad, Harlan Gerrish and Ray Holden. *Other Elected Officials Present:* Herb Roach, Robert Kueker, Richie Meile, Matt Smallhear, Matt Gilreath, and Ned Drolet. *Staff:* Pam Funk, Grant Litteken, Ted Shekell, and Sandy Evans. *Visitors:* Ron Zelms, Charlie Pitts, Troy Shearer, James Ford, Tom Williams, Ron Zelms, Kevin Harris, Jerry Mouser and Vern Malare.
- II) **Approval of Minutes from Previous Meeting** – All ayes. Motion carried.
- III) **Items Requiring Council Action**
 - A. SEPA – Global Brew – Harry Potter Trivia (Motion) – Justin Randall provided an overview of the Special Event Permit for Global Brew. Randall informed the committee, the original plan was for the event to be inside, but Global Brew had received such a positive response to the event, additional area was necessary to accommodate all the teams signed up for the event. Randall indicated the event would be the day before the City Council meeting, but wanted the committee to aware of the event and grant staff the authority to approve the event. The committee discussed the special event and recommended the permit for approval, without a motion since the event would occur prior to the City Council meeting on August 1st.
 - B. Gasser Rezoning (1st Reading) – Justin Randall provided an overview of the requested rezoning at 702 N. Seven Hills Road from SR-1, Single-family Residential to RR – Rural Residential. The committee discussed the rezoning and recommended the rezoning for approval. The motion passed with a vote of 4-0.
 - C. Marriott TownePlace Suites (1st Reading) – Justin Randall provided an overview of the requested planned use at 445 Regency Park in a B-1(P) Planned Community Business District. The proposed planned use was for an 84-room, 5-story hotel. The committee discussed the planned use and recommended the planned use for approval. The motion passed with a vote of 4-0.
 - D. Comprehensive Plan and Future Land Use Map Amendment (1st Reading) – Justin Randall provided an overview of the request to amend the Future Land Use Map for 200 North Lincoln Avenue (Old City Hall) from Institutional to General Commercial. Randall indicated the change was requested due to the RFP process the city conducted on the Old City Hall building for reinvestment in the building. Randall explained this amendment was necessary to approve any rezoning of the property for the proposed project selected by the City Council submitted by Brad McMillin. The committee discussed the amendment and recommended the amendment for approval. The motion passed with a vote of 4-0.
 - E. Old City Hall – Planned Use / Minor Subdivision / Redevelopment Agreement (1st Reading) – Justin Randall provided an overview of the requested planned use at 200 North Lincoln Avenue

to permit the redevelopment of the existing Old City Hall into an office or retail building. Randall explained the petitioner would improve the building in two phases. The initial phase would be the improvement of the exterior (paint removal, tuckpointing, parking lot) and some interior work to get the building to a “whitebox” stage. Phase two would be the tenant finish when a tenant had been identified. Randall also explained the project would require a minor subdivision and the main access drive would remain on city-owned property with a cross-access easement and joint-maintenance agreement. Ted Shekell provided an overview of the redevelopment agreement with Brad McMillin and the City regarding TIF and eligible cost covered in the redevelopment of the property. The committee discussed the planned use, minor subdivision and redevelopment agreement. The committee made motions to approve the planned use, minor subdivision and redevelopment agreement, all motions passed with a vote of 4-0.

- F. Betty Lane Warehouses (1st Reading) – Justin Randall provided an overview of the requested planned use at 96 Betty Lane for a warehouse/office complex in a B-2(P), Planned General Business District. The committee discussed the planned use and recommended the planned use for approval. The motion passed with a vote of 4-0.
- G. 8676 East Highway 50 Boat, RV and Vehicle Storage – Planned Use (1st Reading) – Justin Randall indicated staff had received a request from the applicant for the City Council to amend the conditions of the annexation and planned use to remove the requirement of a sight-proof vinyl fence. Tom Williams explained to the committee his fear that the fencing would limit the safety and security of the storage lot. Ted Shekell informed the committee the neighbor to the west directly adjoining to the site was agreeable to a chainlink fence as long as the storage lot was limited to boats, RVs and personal vehicles in working order. Shekell indicated the conditions expressly prohibited any storage of items other than boats, RVs and person vehicles. The committee discussed the remove of the condition to require a vinyl fence and made a recommendation to amend the conditions removing the condition of a vinyl fence. The motion passed with a vote of 4-0.

IV) Other Business - None

MEETING ADJOURNED: 7:00 PM

NEXT MEETING: August 8, 2016 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner



M E M O R A N D U M

TO: Community Development Committee
FROM: Jeff Stehman, Building and Zoning Supervisor
THROUGH: Ted Shekell, Director of Community Development
DATE: August 4, 2016
SUBJECT: Abandoned / Condemned Structure – 115 Elm Street

Update

The City Attorney has obtained an order from the Circuit Judge granting the City's Petition for a Judicial Deed to the above listed property. We have obtained proposals to demolish this unsafe property.

Background

The above listed property has fallen into disrepair over the last 3 years. The lot was being maintained, but whoever was doing that stopped several years ago. The owner has been deceased for several years and there has never been an estate opened after his death and we presume there are no assets other than the property. The house itself began to deteriorate to the point that there was substantial roof damage and leaks, the exterior property became overgrown with trees, the accessory structure in the yard is also in a state of disrepair. It is my determination that due to current condition of the property, particularly the collapse of part of the roof, that it would no longer be financially feasible to repair. This property presents a serious danger to the adjoining property owners and to emergency personnel responding to any calls for service.

The property met all the criteria to be declared an Abandoned Property by State Statute. The City petitioned the court to declare the property abandoned and requested the judge issue a Judicial Deed., which we recently obtained. We came to this committee at the June 13, 2016 meeting requesting approval to proceed with demolition proposals. We received 5 proposals for the demolition.

The proposals ranged from \$9089.81 to \$17,500.00. Our department recommends the City Council approve awarding the demolition to the lowest proposal of \$9089.81 to

Hayes Contracting, Inc.
5460 Sugarloaf Rd.
Collinsville, IL 62234

Attachments:

1. Bid Sheet
2. Hayes Contracting Bid Proposal

Company	Mailing Address	Bid Amount
Hayes Contracting, Inc.	5460 Sugarloaf Rd., Collinsville, IL 62234	\$9,089.81
Mertzke Trucking & Excavating Co. Inc.	1802 Witte Rd. O'Fallon, IL 62269	\$12,200.00
S. Shafer Excavating Inc.	4212 Sam's Rd., Pontoon Beach, Illinois 62040	\$14,800.00
Hayden Wrecking	4201 St. Clair Ave., Washington Park, IL 62203	\$16,125.00
Hank's Excavating & Landscaping, Inc.	5825 W. State Rt. 161, Belleville IL 62223	\$17,500.00

BID PROPOSAL

Hayes Contracting, Inc.

5460 Sugarloaf Road
 Collinsville, IL 62234
 ATTN: Bud Sparks
 PHONE: 618-345-8020
 FAX: 618-345-8030
 budsparks@hayescontr.com

Firm: City of O'Fallon demolltion 115 Elm street
 Attention: _____
 Phone: _____ Fax: _____
 Letting Date: august 1 2016
 Item Number: _____ County: _____ Contract Number: _____

Pay Item Number	Description	Units	Quantity	Unit Price	Total Dollars
1	Demo	LS	1	\$9,089.81	\$9,089.81
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
				TOTAL	\$9,089.81

COMMENTS

bid includes all requirements as per specifications . *No asbestos abatement included in bid.*

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

AS



M E M O R A N D U M

TO: Community Development Committee
FROM: Justin Randall, Senior City Planner
THROUGH: Ted Shekell, Director of Community Development
DATE: August 8, 2016
SUBJECT: A2016-04: Annexation of 120 & 130 Behrens Drive

Annexation

Several years ago, the City entered into annexation agreements with several residential and commercial property owners in the Carson-Behrens Street area. After signing those agreements, we began working with the township on a multi-year series of projects involving providing sewer along those two streets, resurfacing the streets, and constructing drainage infrastructure in the area. The township obtained grants to help with the work, and since they were the lead on the grants, we deferred annexation of the properties until the projects were completed. Now, those projects are completed or nearing completion, and the City will be annexing the properties over the next several months.

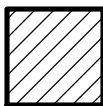
The first annexation will be the two properties located at 120 (Steve's Auto Body) and 130 (The Hut) Behrens Drive, which will encircle the entire residential area to the west and along East State Street. Both properties have an annexation agreement approved by the City Council in 2010 and this ordinance is just formalizing the annexation of the two properties. It should also be noted that these businesses were party to a sign agreement recently approved by the City Council and signed by the property owners for an off-site sign on City property at the corner of Behrens that replaced an existing, non-conforming sign that had been in place there for decades.

Attachments:

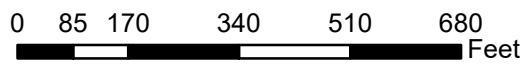
1. Map of Annexation
2. Ordinance
3. Recorded Annexation Agreements



City Boundary



Subject Property



Ordinance No. _____

**AN ORDINANCE ANNEXING CERTAIN
TERRITORY TO THE CITY OF
O'FALLON, ST. CLAIR COUNTY,
ILLINOIS CONTAINING
APPROXIMATELY 8.107 ACRES,
CONSISTING OF PINS: 04-29.0-200-006
AND 04-29.0-200-008.**

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 of Parcels 04-29.0-200-006 (The Hut Property) and 04-29.0-200-008 (Steve's Auto Body Property); 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, Parcel 04-29.0-200-006 (The Hut Property) is presently zoned B-1, Retail & Service Business District in unincorporated St. Clair County and is proposed for B-1, Community Business District zoning within the City of O'Fallon; and

WHEREAS, Parcel 04-29.0-200-008 (Steve's Auto Body Property) is presently zoned RR-3, Rural Residential in unincorporated St. Clair County and is proposed for RR, Rural Residential District zoning within the City of O'Fallon; 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.

EXHIBIT "A"

PLAT OF ANNEXATION

A2016-04: 120 & 130 Behrens Annexation - Exhibit A



Subject Property

0 30 60 120 180 240 Feet



EXHIBIT "B"

DESCRIPTION OF LAND TO BE ANNEXED
TO THE CITY OF O'FALLON, ILLINOIS
8.107 +/- ACRES

120 Behrens Drive, O'Fallon, IL 62269: LOT/SEC-29-SUBL/TWP-2N-BLK/RG-7W
PT LOT 16 NE ¼ DOC A01711358

130 Behrens Drive, O'Fallon, IL 62269: LOT/SEC-29-SUBL/TWP-2N-BLK/RG-7W
PT LT 16 AS IN BK3036-694

PARCEL ID NUMBERS: 04-29.0-200-008
04-29.0-200-006

43

120 Behrens
04-290-200-008



A02215111

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL
06/03/2010 11:45:52AM
TOTAL FEE: \$25.00
PAGES: 9

After recording please return to:

City Clerk
City of O'Fallon
255 S. Lincoln
O'Fallon, Illinois 62269

(The space above is reserved for use by the St. Clair
County Recorder's office)

CITY CLERK'S CERTIFICATE

I, PHILIP A. GOODWIN, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2010-34 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 17th day of May 2010, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 3 day of June 2010.

Philip A. Goodwin
City Clerk
St. Clair County, O'Fallon, Illinois



CITY OF O'FALLON, ILLINOIS
RESOLUTION 2010 - 34

**AUTHORIZING THE MAYOR TO SIGN AN ANNEXATION AGREEMENT
WITH STEVE MAHER FOR 120 BEHRENS DRIVE IN O'FALLON, ILLINOIS**

WHEREAS, a proposed annexation agreement has been filed with the City Clerk of the City of O'Fallon by Steve Maher for 120 Behrens Drive, also known as "Steve's Auto Body"; and

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


WHEREAS, a public hearing on such terms of the annexation agreement was held on May 3, 2010.

**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 Steve Maher for 120 Behrens Drive 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 17th day of May 2010.

Approved:


Gary L. Graham, Mayor

Attest:


Philip A. Goodwin, City Clerk



PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this 17th day of May 2010, by and among Steve Maher ("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. Owners are the owners of record of a certain parcel(s) of real property (described location of property) 120 Behrens Ave *, and is contiguous to or is expected to be 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").
* 04-29.0-200-008

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.** Owners have filed with the City Clerk 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 C and made a part hereof. To the extent that the Parcels are not yet contiguous to the City, Owners agree 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 5/11-15.1-1, *et seq.* Owners have 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 B and made a part hereof.

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 annexation 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) 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; provided that the required annexation fee of \$2250 per unit shall NOT apply to the Parcel and be required to be paid until the Parcel is rezoned at the request of the property owner or the Parcel is developed as a new subdivision.
- (c) 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.

- (d) The City will provide a waiver of one sewer tap fee for the property, and the City will provide the sewer pipe necessary to make the sewer connection on the parcel.
- (e) The existing off-site signage presently located on city property at the intersection of Behrens and E. State Street would be permitted to remain. Any new signage proposed as a replacement for the existing sign would need to be reviewed and approved by the city consistent with local law.
- (f) The owner agrees to provide the city with a stormwater conveyance/detention easement on the property at a location and size to be agreed to by O'Fallon Township, the City, and the property owner.
- (g) 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.
- (h) The City may terminate this Agreement prior to effective date of the Annexation on written notice to the Owner if deemed by the City appropriate in the public interest, in which event the obligations of all parties pursuant to this Agreement shall thereafter cease.

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

ATTEST:

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

By: *Gary L. Graham*
Name: Gary L. Graham
Title: Mayor

By: *[Signature]*
Name: Philip A. Gaudin
Title: city clerk



OWNERS:

OWNER:
[Signature]
Steve Maher

OWNER
ATTEST:

By: _____
Name: _____
Title: _____

By: *[Signature]*
Name: Elizabeth J. Mohrman
Title: _____



LIST OF EXHIBITS

A. Legal Description of Parcel

B. Plat of Annexation (under separate ordinance)

C. Annexation Petition

EXHIBIT A – Legal Description

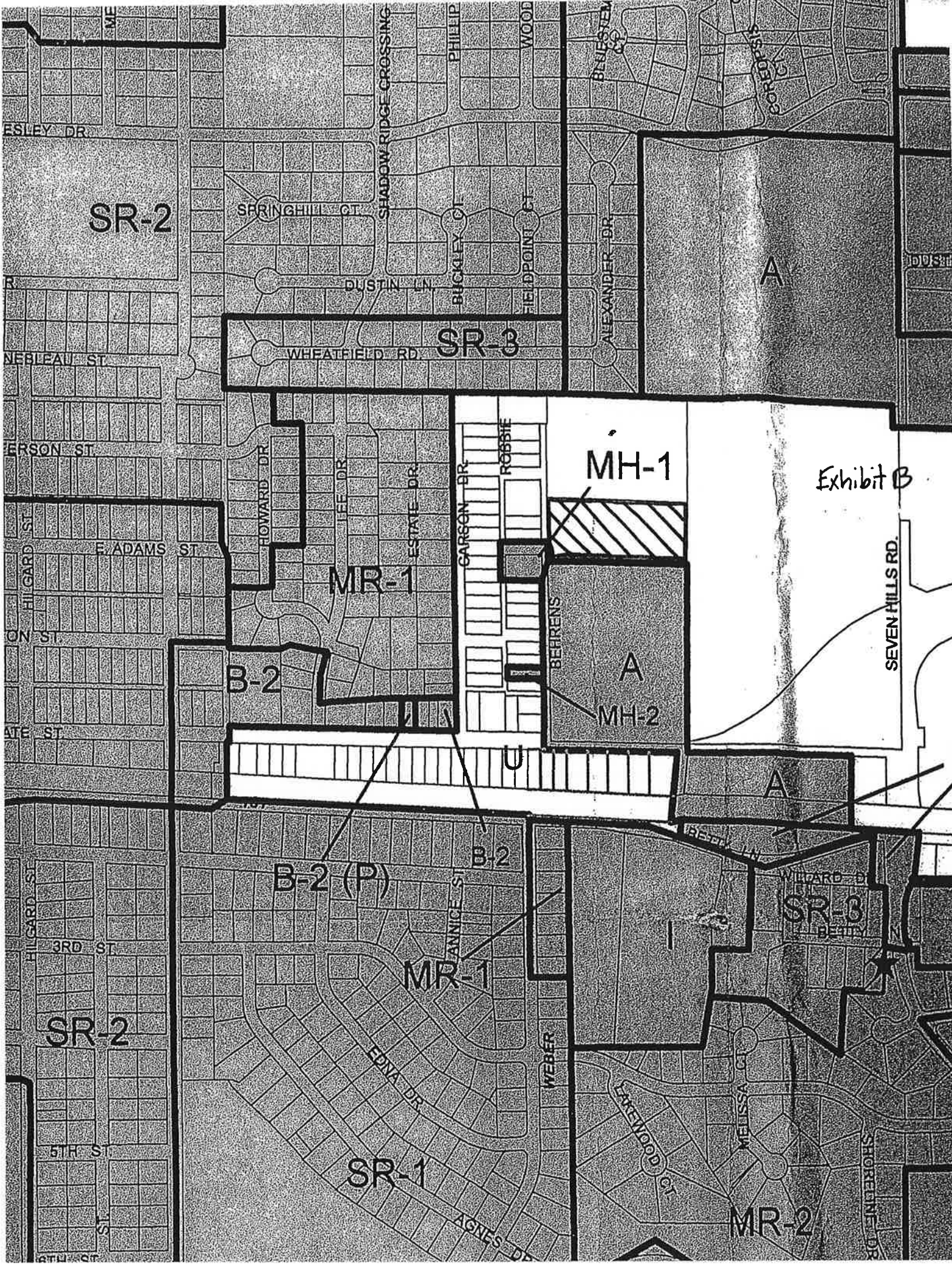
Steve W Maher

120 Behrens Ave

Parcel 04-29.0-200-008

LOT/SEC-29-SUBL/TWP-2N-BLK/RG-7W PT LOT 16 NE ¼ DOC

A01711358



SR-2

SR-3

MH-1

MR-1

B-2

MH-2

B-2 (P)

B-2

MR-1

SR-3

SR-2

SR-1

MR-2

Exhibit B

SEVEN HILLS RD.

ESLEY DR.

WHEATFIELD RD.

PERSON ST.

E ADAMS ST.

ON ST.

ATE ST.

3RD ST.

5TH ST.

6TH ST.

SPRINGHILL CT.

DUSTIN LN.

WHEATFIELD RD.

HOWARD DR.

LEE DR.

ESTATE DR.

CARSON DR.

ROBBIE

HILGARD ST.

ON ST.

ATE ST.

HILGARD ST.

3RD ST.

5TH ST.

6TH ST.

PHILLIP

WOOD

BLISS CT.

PORETTA CT.

BUCKLEY CT.

FIELDPOINT CT.

ALEXANDER DR.

HILGARD ST.

ON ST.

ATE ST.

HILGARD ST.

3RD ST.

5TH ST.

6TH ST.

JANNICE ST.

EDNA DR.

AGNES DR.

WEBER

ENTERWOOD CT.

MELISSA CT.

WILFORD DR.

SHORELINE DR.

SEVEN HILLS RD.

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 tract of land described as follows:

120 Behrens Ave
04-29.0-200-008

(See attached Exhibits "A")(hereinafter the "Tract")

and states as follows:

1. The Tract is not within the corporate limits of any municipality.
2. The Tract is contiguous to the City of O'Fallon, St. Clair County, Illinois.
3. The undersigned are the sole electors residing on the Tract.
4. The Petitioners are the sole owners of record of all land within the Tract, and they have 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, Petitioners respectfully request that the corporate authorities of the City of St. Clair County, Illinois, annex the Tract to said City in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

[Signature]
OWNER

DATED: 4-6-2010

SUBSCRIBED AND SWORN to before me this 6th day of April, 2010.
[Signature]
Notary Public

DATED: 4-6-2010

My Commission expires:
9/12/10



OWNER

DATED: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2010.

Notary Public

DATED: _____

My Commission expires:

130 Behrens
04-29.0-200-006



44

* A 0 2 2 1 5 1 1 0 9 *

A02215110

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL
06/03/2010 11:45:51AM
TOTAL FEE: \$25.00
PAGES: 9

After recording please return to:


City Clerk
City of O'Fallon
255 S. Lincoln
O'Fallon, Illinois 62269

(The space above is reserved for use by the St. Clair
County Recorder's office)

CITY CLERK'S CERTIFICATE

I, PHILIP A. GOODWIN, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2010-35 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 17th day of May 2010, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 3 day of JUN 2010.


Philip A. Goodwin
City Clerk
St. Clair County, O'Fallon, Illinois



CITY OF O'FALLON, ILLINOIS
RESOLUTION 2010 - 35

**AUTHORIZING THE MAYOR TO SIGN AN ANNEXATION AGREEMENT
WITH MARTY J. POEPPING FOR 130 BEHRENS DRIVE IN O'FALLON,
ILLINOIS**

WHEREAS, a proposed annexation agreement has been filed with the City Clerk of the City of O'Fallon by Marty J. Poepping for 130 Behrens Drive, also known as "The Hut"; and

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

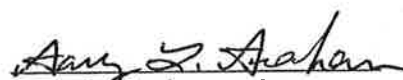
WHEREAS, a public hearing on such terms of the annexation agreement was held on May 17, 2010.

**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 Marty J. Poepping for the property located at 130 Behrens Drive 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 17th day of May 2010.

Approved:


Gary L. Graham, Mayor

Attest:



Philip A. Goodwin, City Clerk



PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this 17th day of May 2010, by and among Marty J. Poepping ("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. Owners are the owners of record of a certain parcel(s) of real property (described location of property) 130 Behrens Ave*, and is contiguous to or is expected to be 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"). *aka 212 Behrens Ave PIN 04-29.0-200-006

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.** Owners have filed with the City Clerk 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 C and made a part hereof. To the extent that the Parcels are not yet contiguous to the City, Owners agree 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 5/11-15.1-1, *et seq.* Owners have 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 B** and made a part hereof.

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 annexation 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) 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; provided that the required annexation fee of \$2250 per unit shall NOT apply to the

Parcel and be required to be paid until the Parcel is rezoned at the request of the property owner or the Parcel is developed as a new subdivision.

- (c) 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.
- (d) The City will provide a waiver of two sewer tap fees for the parcel, and the City will provide the sewer pipe necessary to make two separate connections on the parcel. Additionally, the City will provide installation of the sewer line and grease trap up to the principal building known as "The Hut", with the actual connection to the sewer line to be made solely by the owner.
- (e) Meats shoots would be permitted on site up to 4 times per year, in compliance with all federal, state, and local laws.
- (f) One existing light for the volleyball court will be permitted to remain in place.
- (g) The existing cell tower would be permitted to remain for the duration of the agreement, with future antenna locates/replacements on the tower subject to the normal construction permitting requirements of the City.
- (h) The existing off-site signage presently located on City property at the intersection of Behrens and E. State Street would be permitted to remain. Any new signage proposed as a replacement for the existing sign would need to be reviewed and approved by the City consistent with local law.
- (i) A Class "D" liquor license would be permitted for the parcel, and all liquor laws would need to be met by the owner for the continuing maintenance of the license.
- (j) The owner agrees to provide the city with a stormwater conveyance/detention easement on the property at a location and size to be agreed to by O'Fallon Township, the City, and the property owner.
- (k) Up to five semi truck trailers may be permitted on the property for up to five years. No trailer shall have refrigeration units operating on the site in an effort to minimize noise and nuisance to adjacent property owners.
- (l) 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.
- (m) The City may terminate this Agreement prior to effective date of the Annexation on written notice to the Owner if deemed by the City appropriate in the public interest, in which event the obligations of all parties pursuant to this Agreement shall thereafter cease.

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: *Gregory L. Graham*
Name: *Gregory L. Graham*
Title: *Mayor*

By: *[Signature]*
Name: *Philip A. Goodwin*
Title: *city clerk*

OWNERS:
[Signature]

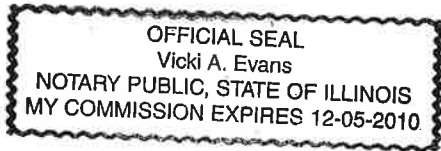
OWNER:



OWNER
ATTEST:

By: *Vicki A. Evans*
Name: *Vicki A. Evans*
Title: *Notary Public*

By: *[Signature]*
Name: _____
Title: _____



LIST OF EXHIBITS

A. Legal Description of Parcel

B. Plat of Annexation (Under separate ordinance)

C. Annexation Petition

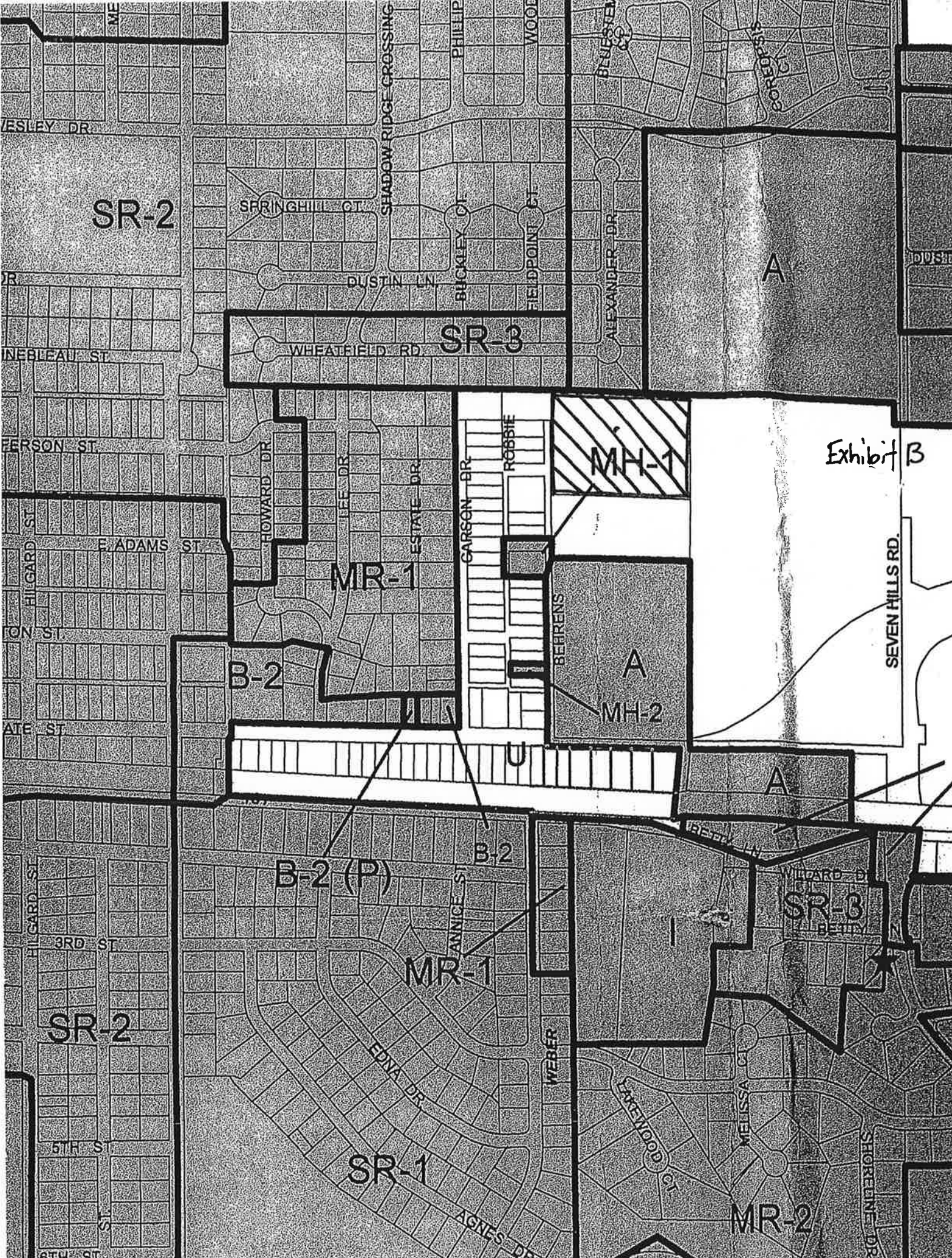
EXHIBIT A – Legal Description

Martin J Poepping

130 Behrens Ave (aka 212 Behrens)

Parcel 04-29.0-200-006

LOT/SEC-29-SUBL/TWP-2N-BLK/RG-7W PT LT 16 AS IN BK 3063-
694



SR-2

SR-3

MR-1

B-2

MH-1

MH-2

Exhibit B

B-2 (P)

MR-1

SR-2

SR-1

SR-3

MR-2

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 tract of land described as follows:

130 Behrens
04-290-200-006

(See attached Exhibits "A")(hereinafter the "Tract")

and states as follows:

1. The Tract is not within the corporate limits of any municipality.
2. The Tract is contiguous to the City of O'Fallon, St. Clair County, Illinois.
3. There are 0 electors residing on the Tract.
4. The Petitioners are the sole owners of record of all land within the Tract, and they have 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, Petitioners respectfully request that the corporate authorities of the City of St. Clair County, Illinois, annex the Tract to said City in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

[Signature]
OWNER

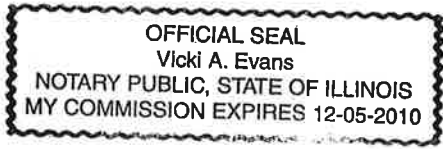
DATED: April 28, 2010

SUBSCRIBED AND SWORN to before me this 28th day of April, 2010.

[Signature]
Notary Public

DATED: 4-28-10

My Commission expires:



OWNER

DATED: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2010.

Notary Public

DATED: _____

My Commission expires: