

CITY OF O'FALLON

GARY L. GRAHAM

Mayor

PHILIP A. GOODWIN

City Clerk

Walter Denton

City Administrator

DAVID H. HURSEY

City Treasurer

ALDERMAN

Gene McCoskey Ward 1 Matt Smallheer Ward 4

Richie Meile Ward 1 Michael Bennett Ward 5

Jerry Albrecht Ward 2 Courtney Cardona Ward 5

Robert Kueker Ward 2 Ray Holden Ward 6

Jerry Mouser Ward 3 Ned Drolet Ward 6

Kevin Hagarty Ward 3 David Cozad Ward 7

Herb Roach Ward 4 Harlan Gerrish Ward 7

CITY COUNCIL MEETING

A G E N D A

Monday, May 18, 2015

7:00 P.M. – Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES – [May 4, 2015](#)

V. PUBLIC HEARING

VI. REPORTS

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

B. Clerk's Report

C. Mayor's Report

1. Proclamation declaring the week of May 17 – May 23, 2015 as National Public Works Week
2. Proclamation declaring the month of as Building Safety Month
3. Announcement that this month's Southwestern Illinois Council of Mayors will be held Thursday, May 28th at Roemer Topf in Mascoutah. Please contact Jamie by May 22nd to make your reservation.

VII. RESOLUTIONS –

ITEM 1 – Resolution authorizing the Mayor to enter into an agreement with Ballard*King & Associates for the purpose of professional services conducting a feasibility study for the Town Centre/Community Recreation Centre in an amount not to exceed \$24,000 (Click here to view [staff report](#) and [attachment](#))

ITEM 2 – Resolution authorizing the Director of Finance to secure a lease/purchase agreement for equipment/vehicles for FY 2015/2016 (Click here to view [staff report](#))

VIII. ORDINANCES

A. 1st reading -

ITEM 3 - Ord. authorizing the purchase of real estate at 112 North Lincoln (*May be discussed in Executive Session prior to the vote*)

ITEM 4 – Ord. amending Ord. 623, Zoning, development known as Fezziwig's (Click here to view [staff](#) report and [attachment](#))

ITEM 5 – Ord. amending Ord. 623, Zoning, development known as Academy Sports (Click here to view [staff](#) report and [attachment](#))

ITEM 6 – Ord. approving the execution of an Economic Incentive agreement between the City of O'Fallon and Washington Prime (Click here to view [staff](#) report and [agreement](#))

ITEM 7 – Ord. authorizing the execution of an Intergovernmental agreement with O'Fallon Community School District 90 and O'Fallon Township High School District No. 203 (Click here to view [attachment](#))

ITEM 8 – Ord. approving the Tax Increment Redevelopment Plan and Project for the Central City Redevelopment Project Area (Click here to view [attachment](#))

ITEM 9 – Ord. designating the Central City Redevelopment Project Area

ITEM 10 – Ord. adopting Tax Increment Financing for the Central City Redevelopment Project Area

B. 2ND Reading –

11. Ord. establishing and designating the Route 50/Scott-Troy Road Business District and approving the Route 50/Scott-Troy Road District Plan ([Click here to view](#))

12. Ord. establishing and imposing certain Business District taxes in the Route 50/Scott-Troy Road Business District ([Click here to view](#))

13. Ord. amending Section 94.03 of Chapter 94 ([Click here to view](#))

IX. STANDING COMMITTEES

1. Community Development – *Minutes attached* – *Motion* to approve the Special Event request for the Wal-Mart storage trailers with conditions (Click here to view [application](#) and [staff](#) report)
2. Public Works
3. Public Safety – *Minutes attached*
4. Finance and Administration
5. Parks/Environment – *Minutes attached*

X. EXECUTIVE SESSION – Occasionally, the Council may go into closed session in order to discuss such items covered under 5 ILCS 120/2 (b) which are as follows: Legal Matters; Purchase, Lease or Sale of Real Estate; Setting of a price for sale or lease of property owned by the public body; Employment/appointment matters; Business matters or Security/criminal matters and may possibly vote on such items after coming out of closed session.

XI. ACTION TAKEN ON EXECUTIVE SESSION ITEMS

XII. ADJOURNMENT

**O'FALLON CITY COUNCIL
MINUTES OF THE REGULAR COUNCIL MEETING
Draft May 4, 2015**

The regular meeting was called to order at 7:00 p.m. by Mayor Gary Graham who led the Council in "The Pledge of Allegiance to the Flag."

Phil Goodwin, City Clerk, swore in the following newly elected aldermen: Richie Meile, Robert Kueker, Kevin Hagarty, Matthew Smallheer, Michael Bennett, Ned Drolet, and David Cozad.

Philip Goodwin, City Clerk, called the roll: Gene McCoskey, excused; Richie Meile, present; Robert Kueker, present; Jerry Albrecht, present; Jerry Mouser, present; Kevin Hagarty, present; Matthew Smallheer, present; Herb Roach, present; Michael Bennett, present; Courtney Cardona, present; Ned Drolet, present; Ray Holden, present; David Cozad, present; Harlan Gerrish, present. A quorum was declared present.

APPROVAL OF MINUTES: Mayor Graham asked for approval of the minutes. Motion was made by J. Albrecht and seconded by K. Hagarty to approve the minutes of April 20, 2015. All ayes. Motion carried.

PUBLIC HEARING – Mayor Graham opened the Public Hearing at 7:04 p.m. for the Central City Redevelopment Project Area. He called three times for public input but no one came forward. He closed the hearing at 7:04 p.m. He then opened the Public Hearing for the Business District Plan for the proposed Route 50/Scott Troy Road Business District at 7:04 p.m. He called three times for public input but no one came forward. He closed the hearing at 7:05 p.m.

Mayor's Report: Mayor Graham said he would like to present the life-saving award first, so the EMS crew could get back to work. He asked Chief Van Hook to come forward with the award winners. He presented the Lifesaving Award to Lindsey Pirtle who was the dispatcher that evening when the cardiac arrest call came in. He mentioned Officer Adam Taulbee as the first officer on the scene, who started CPR before the EMS crew arrived. Marcus McWhorter thanked all of the crew for saving his life.

Mayor Graham read a proclamation declaring May 18 – May 22nd as EMS Week. Kim Lamprecht invited everyone to come to the Open House on Thursday, May 21st from 4 – 7:00 p.m. She mentioned the Arch Helicopter would land about 6:00 p.m.

Mayor Graham asked Suzy Douglas to come forward who was in attendance for The National Day of Prayer. He read a Proclamation declaring May 7th as "A Day of Prayer". Ms. Douglas invited everyone to come to City Hall between noon and 1:00 p.m. She said it is a good opportunity to come to a public place to pray.

Mayor Graham asked former alderwoman, Mary Schmitt to come forward. He read a Proclamation declaring May 15th as "Bike to Work Day". Ms. Schmitt mentioned that the Group Ride will start at 101 W. State Street at 6:30 a.m.

Mayor Graham asked Philip Goodwin, City Clerk and Maryanne Fair, Deputy City Clerk to come forward. He read a Proclamation declaring May 3 – May 9th as "Municipal Clerk's Week". Mayor Graham thanked them for their efforts in running an efficient office. Maryanne invited anyone interested to come to the Parliamentary Study Group she facilitates. They meet once a month.

RESIDENTS: Mayor Graham invited any resident who wished to speak to come forward.

Mike Cook came forward to state that there was a 25% voter turnout, one of the highest for a Consolidated Election in O'Fallon history. Regarding the City's question on the water/sewer lease, the voters voted "no" by a 75 to 25% margin. Regarding the citizen's question on the sale or lease of the water/sewer, the voters noted "no" by an 83 to 17% margin. He also thanked the Council for stating that they will discontinue any further considerations of selling or leasing our water and sewer systems. He asked that the RFP information on the website be removed.

A Fairview Heights resident came forward to ask why he was not able to vote on the issue, since he gets his water from O'Fallon, and he was told only O'Fallon residents could vote on the issue by law. Mayor Graham also added that he had approached Fairview Heights and offered to sell it to them but without success. He said 83% of the people did not vote in the last election. He said we did not have the numbers before, but they came in at 100 million dollars. It cost about \$30,000 in costs to answer all the Freedom of Information questions. The Attorney General sent us a letter and stated that there were no violations of the Open Meetings Act in any of the proceedings.

REPORTS:

Clerk's Report: City Clerk Goodwin read the following:

1. Request from American Cancer Society Relay for Life of O'Fallon to conduct a raffle from May 4 – June 20, 2015 for a 39" television and Blu-ray Player
2. Request from O'Fallon Kiwanis Club to conduct a raffle for alcohol from May 20 – August 8, 2015

Motion by J. Mouser and seconded by M. Bennett to approve the requests. All ayes. Motion carried.

RESOLUTIONS: Motion by J. Albrecht and seconded by J. Mouser to consider Items 1 – 4 under the Omnibus Agreement. All ayes. Motion carried. Mayor Graham read the following:

ITEM 1 – Resolution authorizing the Mayor to execute an agreement with Burns & McDonnell for I-64 and areas East Sewer Study in an amount not to exceed \$62,900

ITEM 2 – Resolution authorizing the Mayor to execute a change order to the agreement with Gonzalez Companies for the design of the Woodstream Sewer Bypass project, change order cost of \$24,438

ITEM 3 – Resolution authorizing the Mayor to execute an agreement with Rooter's Asphalt for Street Resurfacing – CY2015 in the amount of \$544,497.35

ITEM 4 – Resolution authorizing the Mayor to execute an agreement with Hank's Excavating & Landscaping, Inc. for the calendar year 2015 Concrete Replacement Program in the amount of \$281,495.15

Motion by J. Albrecht and seconded by J. Mouser to approve Items 1 – 4 under the previous Omnibus Agreement.

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

ORDINANCES:

1st Reading –

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st reading Item 5, an Ordinance establishing and designating the Route 50/Scott-Troy Road Business District and approving the Route 50/Scott-Troy Road District Plan.

ROLL CALL: Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, no; Cardona, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 12; Nos – 1. Motion carried.

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st reading Item 6, an Ordinance establishing and imposing certain Business District taxes in the Route 50/Scott-Troy Road Business District.

ROLL CALL: Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, no; Cardona, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 12; Nos – 1. Motion carried.

Motion by J. Albrecht and seconded by J. Mouser to consider on 1st reading Item 7, an Ordinance amending Section 94.03 of Chapter 94.

M. Bennett questioned why we could tell someone to cut property that is not theirs.

ROLL CALL: Meile, aye; Albrecht, aye; Kueker, aye; Mouser, aye; Hagarty, aye; Roach, aye; Smallheer, aye; Bennett, no; Cardona, aye; Holden, aye; Drolet, aye; Cozad, aye; Gerrish, aye. Ayes – 12; Nos – 1. Motion carried.

2nd Readings –

Motion by J. Albrecht and seconded by H. Gerrish to approve on 2nd reading Item 8, an Ordinance Ord. amending Ord. 623, Zoning, development known as Green Mount Professional Park located at 1405 N. Green Mount Road.

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

J. Mouser asked T. Shekell to explain the mowing issue. He answered that we have a few people who do not mow the strip of right-of-way between the sidewalk and parking lot, so the City has to mow it. If the issue becomes a nuisance, we want to be able to enforce it. We also added an appeals process.

STANDING COMMITTEES –

Community Development: Motion by J. Albrecht and seconded by J. Mouser to approve the Special Event requests from:

Newbold Toyota May Sales Event with conditions

Keller Farms, Inc. to hold a Sweet Corn Stand from June 15th – August 20, 2015

Metro East Cycling “O’Fallon Grand Prix Bicycle Race” to June 20th with conditions

All ayes. Motion carried. He stated they will meet May 11, 2015 at the Public Safety building.

Public Works: Motion by D. Cozad and seconded R. Holden to approve the proposal from Demond Signs for Holiday decorations, storage, installation, and takedown in the amount of \$34,822.

N. Drolet said the banners looked bad and some lights were out last year.

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

D. Cozad stated they will meet June 22nd at 7:00 p.m. at the Public Safety building.

Public Safety: C. Cardona said they will meet May 11th at 5:00 p.m. at the Public Safety Building.

K. Hagarty stated that he wanted to commend Chief Van Hook for setting up the Safe Haven at the Public Safety building where people can meet people to exchange their items that they have bought or sold.

J. Mouser wanted to commend Bob Karras and another Public Works employee for being first to respond to a recent fire. He said Frank Shewmaker went into the building with a fire extinguisher to start getting the fire under control.

Finance/Administration: Motion by M. Bennett and seconded by J. Albrecht to approve Warrant #324 in the amount of \$728,637.63.

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

Parks and Environment: R. Holden said the committee will meet May 11th at 5:30 p.m. at the Public Safety Building. Mayor Graham mentioned that Alderman Meile will also be on the committee.

EXECUTIVE SESSION: Mayor Graham stated he needed a motion to go into Executive Session to discuss a threat of litigation. Mayor Graham added he does not expect to have action afterward, but it will be up to the Council. Motion by J. Albrecht and seconded by J. Mouser to go into closed session.

ROLL CALL: Meile, aye; True, aye; Albrecht, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 12; Nos – 0. All ayes. Motion carried.

The Council went into closed session at 7:49 p.m. and returned at 8:11 p.m. with no action.

ADJOURNMENT: Motion by J. Mouser and seconded by J. Albrecht to adjourn. All ayes. Motion carried.

The meeting was adjourned at 8:12 p.m.

Submitted by,

Philip A. Goodwin
City Clerk

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

CITY OF O'FALLON, ILLINOIS
RESOLUTION 2015 -

**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
BALLARD*KING, & ASSOICIATES FOR THE PURPOSE OF PROFESSIONAL
SERVICES CONDUCTING FEASIBILITY STUDY FOR THE TOWN
CENTRE/COMMUNITY RECREATION CENTRE IN AN AMOUNT NOT TO EXCEED
\$24,000**

WHEREAS, the City of O'Fallon, a municipal corporation, has entered into an agreement with Ballard*King, & Associates for the purpose of professional services in the amount of \$24,000.00, and

NOW, THEREFORE, Be it resolved by the Mayor and City Council of the City of O'Fallon, St. Clair County, Illinois as follows:

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with Ballard King for professional services conducting the feasibility study for the Town Centre/Community Recreation Centre,

This Resolution shall become effective immediately upon its adoption by City Council.

Passed by the City Council this 18 day of May 2015

ATTEST:

Approved by the Mayor this ____ day
of _____ 2015.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

CITY COUNCIL AGENDA ITEMS

To: Mayor Graham and City Council
From: MJ Hutchison, Parks & Recreation Director and
Walter Denton, City Administrator
Date: May 18, 2015
Subject: Professional Service Contact with Ballard*King & Associates for preparation of
Feasibility Study for the Town Centre/Community Recreation Centre

List of committees that have reviewed: Approved at the Parks & Environment meeting held May 11, 2015

Background: BK (Ballard*King) would provide a holistic study to address quality of life needs associated with a Town Centre/Community Centre. This provides an objective and rational approach to the pros and cons of developing a "Centre" for O'Fallon and surrounding areas.

This multi-phase contract includes review and development of a market analysis of the competitive market and service area. BK would analysis the demographic characteristics, as well as includes public input. The study includes support or lack of support that the general public has for the project. The public input is layered with statistical data to recommend components, structure, schedule, as well as provide a range of options and identify possible partnership stakeholders. The last component is an operations analysis which would include the development of a business plan. This would provide a detailed line item budget and a 5-year projection.

This contract is to collect data, analysis amenities, determine needs and plan for the entire community. The contract is in the amount not to exceed \$24,000.00.

Legal Considerations, if any: None

Budget Impact: FY2016 Budgeted Item

Staff recommendation: Staff recommends execution of the resolution to award contract to Ballard*King & Associates in the amount not to exceed \$24,000.00.



Letter of Agreement

Terms:

1. Ballard*King & Associates agrees to provide the consulting services that are outlined in Scope of Services that was provided to the City of O'Fallon, IL in January 2015. Payment shall not exceed \$20,500 for personnel cost and \$3,750 for reimbursable expenses.
2. All materials and documents prepared by Ballard*King as part of the scope of services shall be provided to the client to be used as the client determines.
3. All expenses incurred by Ballard*King & Associates that are directly related to the completion of this agreement will be reimbursed by the same based on actual cost plus 10%.
4. Any modification in the scope of services and fees must be mutually agreed upon to in writing prior to implementation of the changes.
5. The project fee will be billed at selected intervals of the project upon completion of those specified project services. All invoices are due in full within 60 days of the bill's receipt. A monthly interest rate of 1 and ½% will be assessed on any outstanding balance after 60 days.

Representative, City of O'Fallon, IL

Date

5/12/2015

Ballard*King & Associates

Date

*Ballard*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*

**CITY OF O'FALLON, ILLINOIS
RESOLUTION 2016 -**

**A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO SECURE
A LEASE/PURCHASE AGREEMENT FOR EQUIPMENT/VEHICLES FOR
FY 2015/2016**

WHEREAS, the City Council deems it necessary for the health, safety and welfare of the residents of the City of O'Fallon to provide for the lease/purchase of certain equipment as approved in the FY 2015-2016 Budget; and

WHEREAS, pursuant to the provision of Section 11-61-3 of Article II of the Illinois Municipal Code, the City of O'Fallon is authorized to purchase real and personal property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in monthly or annual installments during a period not exceeding twenty (20) years; and

WHEREAS, it is hereby estimated and determined that funds, plus interest, in order to purchase said equipment are not presently available.

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

That the City of O'Fallon has authorized the Director of Finance to enter into a lease/purchase of said equipment/vehicles to be paid in equal installments not to exceed five (5) years.

This Resolution shall become effective immediately upon its adoption by City Council.

Passed by the City Council this 18th day of May, 2015.

ATTEST:

(seal)

Approved by the Mayor this 18th day
of May, 2015

Philip A. Goodwin, City Clerk

Gary Graham, Mayor



CITY COUNCIL AGENDA ITEMS

To: Mayor and City Council
From: Sandy Evans, Director of Finance
Walter Denton, City Administrator
Date: May 18, 2015
Subject: Resolution on Lease of Vehicles and Equipment

List of committees that have reviewed: None

Background: This is the annual resolution authorizing the Director of Finance to secure/continue lease purchase agreements for vehicles and equipment approved in the budget. This action allows the Director of Finance to enter into agreements with local banks that spread the cost of vehicles/equipment over a specific period of time, not to exceed 5 years. Police vehicles are usually 3 years and some special use vehicles/equipment are for longer periods depending on the projected useful life.

Legal Considerations, if any: None

Budget Impact: Vehicle/Equipment purchase is authorized with the budget approval and the Director of Finance and staff determines the most cost effective method of payment on an individual vehicle/equipment basis.

Staff recommendation: Recommend approval.

CITY OF O'FALLON
ORDINANCE NO. _____

**AN ORDINANCE AMENDING
ORDINANCE 623, ZONING
DISTRICTS OF THE CITY OF
O'FALLON, ILLINOIS
(DEVELOPMENT KNOWN AS
"FEZZIWIG'S") LOCATED AT
225 WEST 1ST STREET**

WHEREAS, the applicant, Timothy Moore & Ellen Leaf-Moore of Fezziwig's Marketplace, has filed an application requesting approval of a planned use rezoning to authorize reuse of the existing building for a gourmet market, wine and tea sales, cooking classes and small scale events at 225 West 1st Street in O'Fallon; and

WHEREAS, the applicant has filed an application with the City of O'Fallon, Illinois pursuant to the requirements of all applicable laws, including City Ordinance 3471, "Planned Uses"; and

WHEREAS, the Planning Commission of the City of O'Fallon, Illinois held a public hearing on April 28, 2015, in accordance with state statute, and recommended to approve the petitioner's request to obtain a B-2(P) Planned General Business District zoning for the property with a vote of 7 ayes to 0 nays as outlined in the adopted Planning Commission Report, attached hereto and declared to be an inseparable part hereof (Exhibit A); and

WHEREAS, on May 11, 2015 the Community Development Committee of the City Council reviewed the rezoning and recommended approval with a vote of 6 ayes to 0 nays.

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

Section 1. That upon the effective date of this Ordinance, the described property, known as "Academy Sports", be henceforth classified as zoning district B-2(P) Planned General Business District with the following conditions:

- 1) The planned use approval includes approval for alcohol sales for on- and off-premise consumption (primary building and carriage house) and an outdoor seating area with alcohol sales in the courtyard between the primary building and the carriage house.
- 2) The property will not be used as a restaurant.

- 3) Future use of the rear carriage house may require additional building permits and conformance with Building Codes and the Illinois Accessibility Code.

Section 2. A Certified Copy of this ordinance, with all referenced attachments, shall be filed with the City Clerk’s office of the City of O’Fallon, Illinois.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

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

ATTEST:

Approved by the Mayor this _____ day

(seal)

of _____ 2015.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

ROLL CALL:	McCoskey	Meile	Albrecht	Kueker	Mouser	Hagarty	Roach	SUB TOTALS
Aye								
Nay								
Absent								

ROLL CALL:	Smallheer	Bennett	Cardona	Holden	Drolet	Cozad	Gerrish	SUB TOTALS	SUM OF TOTALS
Aye									
Nay									
Absent									



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Community Development Director
Walter Denton, City Administrator

Date: May 18, 2015

Subject: P2015-04: Fezziwig's, Planned Use – 1st Reading

List of committees that have reviewed: The Planning Commission held a public hearing on the above referenced application at their April 28, 2015 meeting. The Commission voted 7-ayes and 0-nays to approve the requested Planned Use application for Fezziwig's, subject to the conditions recommended by staff. The Community Development Committee reviewed this application at its May 11, 2015 meeting and recommended approval with a vote of 6-0.

Background

Timothy P. Moore and Ellen H. Leaf-Moore have filed an application requesting a change of zoning from B-2 to B-2(P) for a parcel of land at 225 West 1st Street. The applicants will be reusing the existing building for a gourmet market, wine and tea sales, cooking classes, and small scale events.

The applicant will be remodeling the interior of the space to create a kitchen area which will be used for cooking classes, tastings, and other small activities. This kitchen area will not be used for restaurant service. The applicant will also be adding an ADA accessible bathroom to the first floor. The remaining floor space will be for retail sales, display, and storage. The second floor of the building will be used for storage and private offices for the proprietors.

Very little to no modifications are being made to the outside of the building. The existing courtyard between the primary building and the carriage house will be used for a seating area for customers to enjoy tea, coffee, and wine during business hours. The applicants also seek permission to use the courtyard area and rear carriage house for small-scale private events and occasional retail use such as a farmers market.

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

Legal Considerations, if any: None

Budget Impact: None

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

1. The planned use approval includes approval for alcohol sales for on- and off-premise consumption (primary building and carriage house) and an outdoor seating area with alcohol sales in the courtyard between the primary building and the carriage house.
2. The property will not be used as a restaurant.
3. Future use of the rear carriage house may require additional building permits and conformance with Building Codes and the Illinois Accessibility Code.



PROJECT REPORT

TO: Planning Commission
FROM: Anne Stevenson, Assistant City Planner
THRU: Ted Shekell, Community Development Director
DATE: April 28, 2015
PROJECT: P2015-04: Fezziwig's, Planned Use

Location: 225 West 1st Street
Ward: 6
Applicant: Timothy P. Moore & Ellen H. Leaf-Moore of Fezziwig's Marketplace
Owner: Greg Muren
Submitted: April 1, 2015

Overview

Timothy P. Moore and Ellen H. Leaf-Moore have filed an application requesting a change of zoning from B-2 to B-2(P) for a parcel of land at 225 West 1st Street. The applicants will be reusing the existing building for a gourmet market, wine and tea sales, cooking classes, and small scale events.

The applicant will be remodeling the interior of the space to create a kitchen area which will be used for cooking classes, tastings, and other small activities. This kitchen area will not be used for restaurant service. The applicant will also be adding an ADA accessible bathroom to the first floor. The remaining floor space will be for retail sales, display, and storage. The second floor of the building will be used for storage and private offices for the proprietors.

Very little to no modifications are being made to the outside of the building. The existing courtyard between the primary building and the carriage house will be used for a seating area for customers to enjoy tea, coffee, and wine during business hours. The applicants also seek permission to use the courtyard area and rear carriage house for small-scale private events and occasional retail use such as a farmers market.

Zoning & Planned Use

The zoning hearing has been triggered due to §158.116 of the O'Fallon Code of Ordinances which requires planned use approval for "uses offering liquor sales and/or consumption, on- or off-premises." Due to this requirement, the applicant is requesting a change of zoning from B-2, General Business District to B-2(P), Planned General Business District.

The subject property is currently zoned B-2 General Business District. The table below summarizes the zoning and land uses of adjacent properties. Please see the attached maps for more detailed information.

Table with 3 columns: Direction, Adjacent Zoning, Adjacent Land Use. Rows include North, East, South, and West directions with corresponding zoning and land use details.

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

Comprehensive Plan - Future Land Use

While working on the Downtown O'Fallon Area Plan, staff members noticed that a few areas have been miscategorized on the Future Land Use Map in the Comprehensive Plan. As an example, the entire block of 200 West 1st Street (where Fezziwig's is relocating to) has been designated as "Neighborhood Residential", even though the structures and uses in this location have always been commercial in the past and the city would clearly want them to be commercial in the future. This is a clerical error made at the time of the planning document. As a follow up to the downtown O'Fallon Area Plan, staff plans to amend the Future Land Use Map to more accurately reflect the desired uses downtown.

The mapping error mentioned above does not negatively affect Fezziwig's application. Although the existing B-2 zoning district is not consistent with the Comprehensive Plan, the property can continue to be used commercially. If however, a request is made to rezone to a different category (such as B-1) in the future, the rezoning would have to comply with the Comprehensive Plan at that time.

Parking

As per Section 158.141, existing buildings in the downtown business district are not required to provide parking if their front door is within 500 feet of a municipal parking lot. 225 West 1st Street meets this requirement and therefore does not need to provide private parking spaces.

Signage

The applicants are not asking for special signage as part of this planned use approval. The signs they have requested meet city code and a sign permit has been issued by the city.

Review and Approval Criteria

Chapter 158, Article 6 of the O'Fallon Code of Ordinances 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.
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 reuse of the existing building will not have a significant impact on traffic, nor will it negatively affect open space, light, air, recreation, or visual enjoyment.
3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.
Reuse of the existing building will not negatively affect adjacent properties.
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)
As mentioned above, the proposed use is inconsistent with the Comprehensive Plan due to past clerical errors. Even so, the existing zoning in place allows for the proposed use and it is compatible and consistent with the surrounding area. An existing building is not required to comply with 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 existing 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 existing building is similar to many in the downtown area in that it precedes the creation of many of today's zoning requirements and as such, is not required to comply with many of them after the fact.

Public Notice

Public Notice of this project has been fulfilled in accordance with §§158.255 - 158.256 of the O'Fallon Code of Ordinances. 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.

Staff Recommendation

Staff recommends approval of the project with the following conditions:

- 1) The planned use approval includes approval for alcohol sales for on- and off-premise consumption (primary building and carriage house) and an outdoor seating area with alcohol sales in the courtyard between the primary building and the carriage house.
- 2) The property will not be used as a restaurant.
- 3) Future use of the rear carriage house may require additional building permits and conformance with Building Codes and the Illinois Accessibility Code.

Attachments

Attachment 1 – Project Application
Attachment 2 – Zoning Map
Attachment 3 – Land Use Map
Attachment 4 – Site Plan



NAME OF PROJECT: FEZZIWIG'S MARKETPLACE, LLC

ADDRESS/GENERAL LOCATION: 225 W. 1ST STREET O'FALLON, IL 62269

SUBDIVISION NAME & LOT NUMBER(S): _____

PARCEL NUMBER(S): _____

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

- PLANNED USE
- RE-ZONING (STANDARD MAP AMENDMENT)

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

PRESENT ZONING: B-2

PROPOSED NUMBER OF BUILDINGS: 2

PROPOSED ZONING: B-2(P)

PROPOSED GROSS FLOOR AREA: 3,000

PROPOSED # OF LOTS: 1

AREA IN ACRES: .19

PROPOSED # OF DWELLING UNITS: _____

PRESENT USE: ANTIQUA STORE

APPLICANT INFORMATION:

NAME: TIMOTHY P. MOORE & ELLEN H. LEAF-MOORE

COMPANY: FEZZIWIG'S MARKETPLACE, LLC

ADDRESS: 220-222 W. ST. LOUIS STREET
LEBANON, IL 62254

PHONE: 618-537-8422 618-558-4433(MOBILE)

FAX: _____

EMAIL: TIM@FEZZIWIGSMARKET.COM

DESIGN PROFESSIONAL INFORMATION:

NAME: MIKE SAPP

COMPANY: ENVIRONS

ADDRESS: 6201 W. MAIN STREET
MARYVILLE, IL 62062

PHONE: 618-344-8699

FAX: 618-344-8150

EMAIL: msapp@environsap.com

SIGNATURE OF APPLICANT

SIGNATURE OF DESIGN PROFESSIONAL

STAFF USE ONLY	
DATE RECEIVED: <u>4-1-15</u>	PROJECT ID#: <u>P2015-04</u>
APPLICATION RECEIVED BY: <u>J. Warden</u>	STAFF ASSIGNED: _____
APPLICATION FEE: <u>250.00</u>	PLAN REVIEW FEE DEPOSIT REC'D: <u>—</u>

FEZZIWIG'S

M A R K E T P L A C E

Purveyors of Fine Taste

ABOUT FEZZIWIG'S MARKETPLACE, LLC.

FEZZIWIG'S MARKETPLACE, LLC was founded on July 1, 2007 and opened for business in the historic district of Lebanon, Illinois on October 4, 2007. The store was named for the character in Charles Dickens' A Christmas Carol. Dickens made his only overnight stay in Illinois at the Mermaid House hotel three blocks east of FEZZIWIG'S store location.

FEZZIWIG'S MARKETPLACE, LLC (also known as FEZZIWIG'S TEA & GOURMET MARKET) is a retail store whose emphasis is on premium loose leaf tea and gourmet foods. One of the store owners is one of just 100 Level 4 Specialty Tea Institute Certified Tea Educators in the U.S. In addition to selling over 100 varieties of teas along with tea accessories, the store also teaches tea education programs and occasionally has tea parties. Other key product categories at FEZZIWIG'S include

- Premium grade Balsamic Vinegars and Extra Virgin Olive Oils
These are bought by FEZZIWIG'S in bulk and are bottled on site in our commercial kitchen
- Gourmet Foods, Spices and Herbs.
Premium brands and private label products are sampled and sold
- Wine Sales
A limited selection (approximately 100 or fewer finer wines are sold for off premise sales
A selection of wines are also offered for on premise consumption.
Wine tasting events
- Home Décor & Décor Accessories
Seasonal products are sold throughout the year
- Culinary Experience Education Classes
A variety of cooking and food preparation courses are offered throughout most of the year.
- Wine Education Classes
These will take place in the Culinary Experience space, the wine department, in the private courtyard or carriage house.
- Commercial Kitchen
Used for preparing tasting samples, bottling Balsamic Vinegars and Extra Virgin Olive Oils
Used for preparing special events such as limited seating wine pairing dinners, guest chefs
Over past 16 county health inspections since opening FEZZIWIG'S has scored 100 points in 15 instances and 99 points in one instance.
- Courtyard (O'Fallon location)
It is our intent to utilize this space for umbrella tables for customers to enjoy tea, coffee, wine during business hours.
This space will also be used for special events and future private events.
- Carriage House (O'Fallon location)
It is our intent to utilize the ground floor of this historic building for special events and make available for future private events.
- 100% Non-Smoking Property
Smoking is not permitted in our store, carriage house or courtyard

P2015-04: Fezziwigs - Zoning Map



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

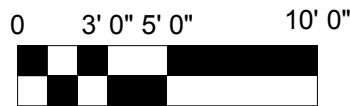
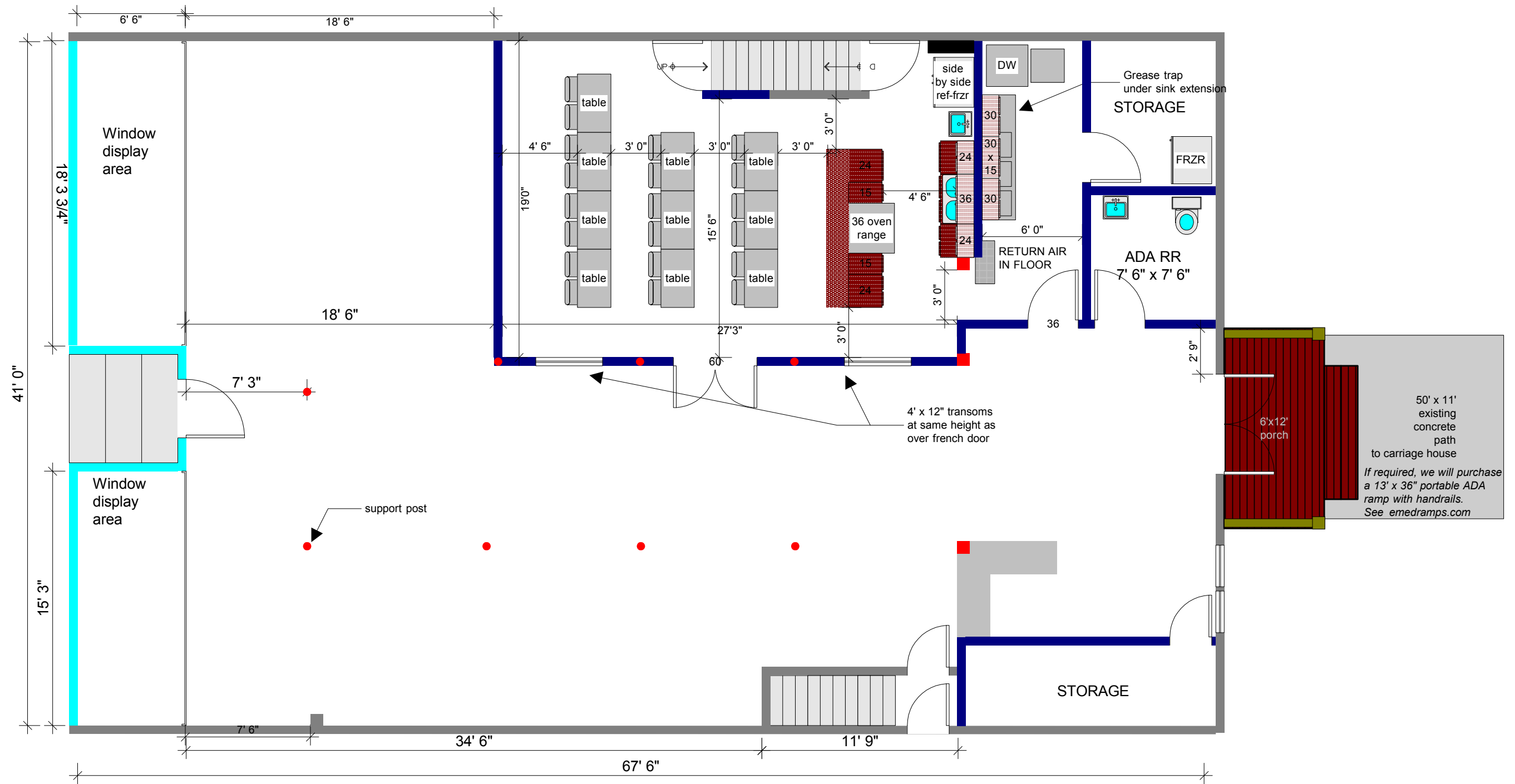


P2015-04: Fezziwigs - Land Use Map



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





FEZZIWIG'S TEA & GOURMET MARKET
 225 W. 1ST STREET
 O'FALLON, IL 62269

REVISION 9.0
 4/10/2015

CITY OF O'FALLON
ORDINANCE NO. _____

**AN ORDINANCE AMENDING
ORDINANCE 623, ZONING
DISTRICTS OF THE CITY OF
O'FALLON, ILLINOIS
(DEVELOPMENT KNOWN AS
"ACADEMY SPORTS") LOCATED
AT 1574 WEST HIGHWAY 50**

WHEREAS, the applicant, Chris Mulloy of Lincoln Crossing, LLC, has filed an application requesting approval of a planned use rezoning to authorize construction of a 63,000 square foot, sporting good retail store at 1574 West Highway 50 in O'Fallon; and

WHEREAS, the applicant has filed an application with the City of O'Fallon, Illinois pursuant to the requirements of all applicable laws, including City Ordinance 3471, "Planned Uses"; and

WHEREAS, the Planning Commission of the City of O'Fallon, Illinois held a public hearing on April 28, 2015, in accordance with state statute, and recommended to approve the petitioner's request to obtain a B-1(P) Planned Community Business District zoning for the property with a vote of 7 ayes to 0 nays as outlined in the adopted Planning Commission Report, attached hereto and declared to be an inseparable part hereof (Exhibit A); and

WHEREAS, on May 11, 2015 the Community Development Committee of the City Council reviewed the rezoning and recommended approval with a vote of 6 ayes to 0 nays.

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

Section 1. That upon the effective date of this Ordinance, the described property, known as "Academy Sports", be henceforth classified as zoning district B-1(P) Planned Community Business District with the following conditions:

1. A variance to allow the parking lot to be striped according to the site plan and allowing the parking lot to remain as constructed, in terms of existing landscape islands and lighting.
2. A variance to allow the front elevation to have three wall signs, not to exceed 300 square feet in total size.

Section 2. A Certified Copy of this ordinance, with all referenced attachments, shall be filed with the City Clerk’s office of the City of O’Fallon, Illinois.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

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

ATTEST:

Approved by the Mayor this _____ day

(seal)

of _____ 2015.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

ROLL CALL:	McCoskey	Meile	Albrecht	Kueker	Mouser	Hagarty	Roach	SUB TOTALS
Aye								
Nay								
Absent								

ROLL CALL:	Smallheer	Bennett	Cardona	Holden	Drolet	Cozad	Gerrish	SUB TOTALS	SUM OF TOTALS
Aye									
Nay									
Absent									



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Community Development Director
Walter Denton, City Administrator

Date: May 18, 2015

Subject: P2015-05: Academy Sports, Planned Use – 1st Reading

List of committees that have reviewed: The Planning Commission held a public hearing on the above referenced application at their April 28, 2015 meeting. The Commission voted 7-ayes and 0-nays to approve the requested Planned Use application for Academy Sports, subject to the conditions recommended by staff. The Community Development Committee reviewed this application and the Sales Tax Rebate at its May 11, 2015 meeting and recommended approval with a vote of 6-0.

Background

Lincoln Crossing, LLC has filed an application requesting a planned use for a parcel of land at 1574 West Highway 50 zoned B-1(P), Planned Community Business District for the construction of a new 62,943 square foot Academy Sports sporting goods store. The property has an existing 24,000 square foot Pet Smart and 15,000 square foot retail strip center with Crown Vision Center, Great Clips, Boost Mobile and Rainbow as tenants and associated parking. The site will be developed with the new store building to the west of the existing Pet Smart, which will be downsized to approximately 19,500 square feet. The Academy Sports building will utilize the existing parking lot as constructed.

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

Lincoln Crossings, LLC a holding of Washington Prime Group, L.P is requesting a Sales Tax Rebate economic incentive. The Agreement is to assist the developer in preparation of the site and building pad. Due to the project being an infill project, there are a number of expensive costs associated with relocation of utilities and downsizing the existing Pet Smart. The cost associated with placing electric lines underground (\$265,000), relocating exiting utilities and parking lot repairs (\$685,482) exceed \$950,000. Additionally, the project requires downsizing the existing PetSmart store with costs totaling \$595,009. These costs are above and beyond a typical greenfield development and hinders the developer's ability to make the project work financially. Attached is an Economic Incentive Agreement with the developer to offset those high and unusual development costs. The Agreement is to provide 50% of the Incremental Sales Tax Revenues for 15 years, not to exceed \$50,000 per year, with a maximum rebate of \$500,000. The developer is projecting sales for the store to be approximately \$15M per year.

Legal Considerations, if any: None

Budget Impact: None, however the Economic Incentive Agreement is to provide 50% of the Incremental Sales Tax Revenues for 15 years, not to exceed \$50,000 per year, with a maximum rebate of \$500,000.

Staff Recommendation: Staff recommends approval of the project, with the following conditions:

1. A variance to allow the parking lot to be striped according to the site plan and allowing the parking lot to remain as constructed, in terms of existing landscape islands and lighting.
2. A variance to allow the front elevation to have three wall signs, not to exceed 300 square feet in total size.



PROJECT REPORT

TO: Planning Commission
FROM: Justin Randall, Senior City Planner
THRU: Ted Shekell, Community Development Director
DATE: April 28, 2015
PROJECT: P2015-05: Academy Sports, Planned Use

Location: 1574 West Highway 50

Ward: 5

Applicant/Owner: Lincoln Crossing, LLC, Chris Mulloy

Submitted: April 2, 2015

Introduction

Lincoln Crossing, LLC has filed an application requesting a planned use for a parcel of land at 1574 West Highway 50 zoned B-1(P), Planned Community Business District for the construction of a new 62,943 square foot Academy Sports sporting goods store. The property has an existing 24,000 square foot Pet Smart and 15,000 square foot retail strip center with Crown Vision Center, Great Clips, Boost Mobile and Rainbow as tenants and associated parking. The site will be developed with the new store building to the west of the existing Pet Smart, which will be downsized to approximately 19,500 square feet. The Academy Sports building will utilize the existing parking lot as constructed.

Existing Conditions

Surrounding Zoning:

North: B-1
East: B-1(P)
South: B-1
West: B-1(P)

Surrounding Land Use:

North: St. Clair Auto Mall.
East: Walmart Supercenter.
South: Vacant Payless and Dairy Queen, McDonalds.
West: Home Depot, Culver's and St. Clair Auto Mall.

Please see the attached maps for more detailed information on surrounding zoning and land uses.

Applicable Ordinance, 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 sporting goods retail store.

Code of Ordinances: The proposed 62,943 square foot retail store 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.

Public Notice: Public Notice of this project has been fulfilled in accordance with Section 158.255 and 158.256 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

Community Development Department

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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 62,943 square foot building requires this particular land use of a sporting goods store to receive planned use approval, because the project includes new construction of a building greater than 20,000 square feet. The subject property is surrounded by commercial uses along Highway 50. The subject property is identified as *Regional Commercial* in the Comprehensive Plan. The proposed project is consistent with the Comprehensive Plan.

Traffic Circulation/Parking

Ingress and Egress: The proposed development has three existing access points onto Highway 50, one of which is a lighted intersection. Additionally, the site has two access points to the adjoining Home Depot site to the west. Internal drive aisles are sized at 24 feet, meeting the requirements of the city's parking code.

Parking: Retail sales type land uses are required to provide 4 parking spaces per 1,000 square feet of gross floor area. The 62,943 square foot sporting goods store requires 252 parking spaces. The development is utilizing an existing parking lot in the Lincoln Crossing shopping center. The parking lot is currently striped with 9.5-foot wide parking spaces and the lot is in need of some repair. The parking plan indicates a portion of the lot will be resealed and a majority of the lot will be milled and repaved. The parking plan has proposed 254 spaces, including 4 accessible spaces. The site plan indicated that 144 parking spaces will be striped at a width of 10 feet and a length of 19 feet and 106 spaces will be striped at a width of 9.5 feet and a length of 19 feet. The 10 foot wide spaces will be closest to the building to a point 17 spaces out and then transition down to 9.5 feet. The Illinois Accessibility Code will require the site to provide an additional 3 accessible parking spaces and locate the spaces closest to the entrance of the building. Overall, the entire site (Academy, Pet Smart and the retail strip center) has 440 parking spaces and requires 380 parking spaces, so the site as a whole still exceeds the parking requirements. The parking regulations require the site to provide parking spaces striped at 10-foot wide and as proposed the parking lot striping would need a variance.

On-site circulation: On-site circulation has been reviewed by staff. It is staff's opinion that the layout depicted on the site plan will effectively address internal, as well as external traffic control. There is a clearly defined truck route that will allow easy access for shipments of goods to the store. A cross access easement to the lot to the west will need to be verified, however, there are existing access points indicating the easement exists.

Utilities and Drainage

Public water and sanitary sewer is available to serve the subject property. Water will be provided by the City of O'Fallon, while sanitary sewer will be provided by Caseyville Township Sewer District. Stormwater will flow to new inlets within the lot and be piped into the regional detention constructed to the north of the building. Drainage calculations and reports will be required during final development plan review and will meet City requirements to ensure the volume of the pond can accommodate the proposed development.

Building and Site Improvements

The building elevations have been submitted with the planned use application. The majority of the building is constructed of concrete tilt wall panels with textured paints. The entrance will be an EIFS textured wall finish with a large glass entry and a burnished block base along the front elevation. Over the entrance is a large "Academy Sports + Outdoors" sign with a logo on both sides of the entrance. The side and rear of the building has a dark gray band of painted block at the base and near the top is a red/white/blue band of painted block. The overall appearance of the building is mostly consistent with the Commercial Design Handbook design recommendations.

Sidewalks: The site was developed with sidewalks along Highway 50.

Landscaping and Buffer Requirements

Under the original improvements of the site, the development included landscaping around parking lot and drive aisles, as well as the required landscaping within the parking lot islands. The site does not have all of the required landscape islands at the end of parking rows. Additionally, there are a number of rows of parking that exceed the requirement of providing an island after 20 consecutive parking spaces. The developer has requested to use the existing parking lot as constructed.

Lighting

Parking lot lighting will remain as constructed, which some are located outside of landscape islands. All lighting standards must be in proper working order. The developer has requested to use the existing parking lot as constructed.

Signage

The plan indicates the development will add a panel to the existing Lincoln Crossing monument sign along Highway 50 and the monument sign along Interstate 64. Based on the size of the building, the project could have signs on three elevations with up to 300 square feet on each elevation. The front elevation has the text "Academy Sports + Outdoors" and two Academy logos to the right and left of the entrance, which consists of an "A".

The developer has indicated the signage proposed above and to the sides of the entrance will meet the 300 square foot maximum per elevation according to the sign regulations. However, the code allows for only one wall sign per elevation and the "A" logos are separated far enough from the main sign to be considered separate signs, thus the requested "A" logos will require a variance request. At this time, no other signage has been proposed for the other two elevations.

Hours of Operation

There are no proposed limitations of the hours of operation on the site.

Variances

Parking Lot Design: Section 158.142 requires parking spaces to be striped at 10 feet in width. Section 158.143 requires lighting in parking lots to be constructed within landscape islands. Section 158.144 requires landscape islands at the end of every parking row and a landscape island after 20 consecutive parking spaces.

The site is utilizing an existing parking lot with a number of limitations hindering the site from meeting all of the regulations of a new parking lot. The existing parking lot is limited in size do to the infill nature of the site. There is no area for the parking lot to be expanded to allow for all 10-foot wide parking spaces and landscape islands at all locations required in a new parking lot. Additionally, it is not practical to tear out the existing pavement to add landscape islands and move the existing lighting into landscape islands. The developer has made an attempt to increase the conformity of the existing parking lot.

Signage: The sign code allows one wall sign at a maximum of 300 square feet. The front building elevation is requesting one large wall sign with two smaller wall signs to either side. The developer indicates the proposed signage would not exceed the allowed 300 square feet. City staff has reviewed the overall sign package and believes the sign package is not out of scale for the proposed development

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 the existing parking lot and the proposed signage outlined 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.

Community Development Department

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The proposed development provides adequate provisions for public services, provides the necessary improvements to the control the increased traffic. 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 new sporting goods store will not negatively affect adjacent properties. The Highway 50 corridor is a commercial corridor with a variety of retail, service and restaurant businesses.

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. 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 meets the area-bulk requirements set forth in the B-1 Community Business District.

Staff Recommendation

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

1. A variance to allow the parking lot to be striped according to the site plan and allowing the parking lot to remain as constructed, in terms of existing landscape islands and lighting.
2. A variance to allow the front elevation to have three wall signs, not to exceed 300 square feet in total size.

Attachments

Attachment 1 – Project Application

Attachment 2 – Zoning Map

Attachment 3 – Land Use Map

Attachment 4 – Site Plan

Attachment 5 – Building Elevations

Attachment 6 – Sign Package



Planned Use / Re-Zoning Application

NAME OF PROJECT: Lincoln Crossing - Academy Sports

ADDRESS/GENERAL LOCATION: 1574 W Hwy 50

SUBDIVISION NAME & LOT NUMBER(S): Lot 1 - Subdivision of Lot 1 of the Resubdivision of Part of Lot 1 of Lincoln Crossing

PARCEL NUMBER(S): 03-26.0-201-006

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

- PLANNED USE
- RE-ZONING (STANDARD MAP AMENDMENT)

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

PRESENT ZONING: B-1 (P)

PROPOSED NUMBER OF BUILDINGS: 1

PROPOSED ZONING: B-1 (P)

PROPOSED GROSS FLOOR AREA: 62,943

PROPOSED # OF LOTS: 1

AREA IN ACRES: 12.46

PROPOSED # OF DWELLING UNITS: N/A

PRESENT USE: General Retail/Parking

APPLICANT INFORMATION:

NAME: Chris Mulloy

COMPANY: Lincoln Crossing, LLC

ADDRESS: 225 W Washington Street
Indianapolis IN 46204

PHONE: 317-263-8179

FAX: 317-263-2333

EMAIL: CMulloy@Simon.com

DESIGN PROFESSIONAL INFORMATION:

NAME: Nathan Winslow


COMPANY: American Structurepoint, Inc.

ADDRESS: 7260 Shadeland Station
Indianapolis IN 46256

PHONE: 317-547-5580

FAX: 317-543-0270

EMAIL: nwinslow@structurepoint.com


SIGNATURE OF APPLICANT


SIGNATURE OF DESIGN PROFESSIONAL

STAFF USE ONLY	
DATE RECEIVED: _____	PROJECT ID #: _____
APPLICATION RECEIVED BY: _____	STAFF ASSIGNED: _____
APPLICATION FEE: _____	PLAN REVIEW FEE DEPOSIT REC'D: _____



Lincoln Crossing – Academy Sports Project Narrative

The subject property is located at 1574 W Highway 50 and is zoned B-1(P). Existing on the site is a PetSmart store with an adjoining retail strip center. The area located between I-64 and its intersection with US 50 W is solidly commercial: a Walmart Supercenter is located directly east to the property with a hardware store and Sam’s Club just beyond; a Home Depot is adjacent to the west. Commercial uses line the north side of US 50 including eating establishments and general retail. Uses south of US 50 are a mix of commercial and single-family residential.

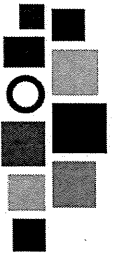
The project includes partial demolition (about 4,500 sq. ft.) of the existing PetSmart store to allow for construction of a nearly 62,943 sq. ft. Academy Sports + Outdoor retail sporting goods location. Like the PetSmart and Walmart, Academy will face south with frontage on US 50. The large existing parking lot functioned as shared parking among the strip center, Walmart and PetSmart. The lot will be re-striped and no additional parking will be added to the existing 364 spaces to accommodate the new use; the parking lot landscape islands will remain. Loading docks will be added on the north side of the proposed building. Construction will span the location of the old PetSmart, strip center, as well as the vacant lot east of the Home Depot location.

The existing divided entrance to from US 50 will remain in its current location and will continue to provide unrestricted access onto US 50. The landscaped median will also remain.

The City of O’Fallon permits up to 300 sq. ft. of signage per building side at this location. Signage will include Academy’s large “A” logo. Additional signage will be located on the existing pylon sign along I-64 frontage.

Sanitary utilities exist to adequately serve the project. A sanitary sewer line and water main (guided by the Illinois EPA) will be relocated to accommodate the limits of the project. Stormwater drainage will continue to be directed through storm inlets to pipes along US 50 or to the large retention area and behind Walmart. Gas service will be provided from existing infrastructure located on-site. The existing overhead electric will be buried northwest of the proposed building north of the access drive and another line will be buried on the west side of the building.





AMERICAN
STRUCTUREPOINT
INC.

April 6, 2015

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

Re: Lincoln Crossing – Academy Sports, request for parking variance

Dear Mr. Randall:

American Structurepoint, Inc., on behalf of our client, WP Glimcher, Inc., respectfully request a variance for a combination of 9.5' and 10' wide parking stalls associated with the development of the Lincoln Crossing – Academy Sports project.

The proposed project requires a minimum of 251 parking spaces and includes the development of the final undeveloped outlot that is part of the Lincoln Crossing retail center. The parking lots were constructed and striped with the previous developments and were designed to serve the future development of the aforementioned property. The existing parking lot intended to serve the proposed development provided the required 251 parking spaces, but did not meet the minimum 10'x19' parking stall dimension as required by the City Zoning Ordinance.

In order to maintain the minimum 251 parking spaces and meet the intent of the Zoning Ordinance to the maximum extent possible, a variance will be required to allow for 103 of the 251 parking spaces to be 9.5' in width. These parking stalls will be the most remote and least used stalls within the parking lot.

Meeting the full extent of the parking requirements set forth in the Zoning Ordinance would create a significant hardship due to the utility and landscaping infrastructure (sewers, lighting, landscaping and ATM drive-thru) already in place and would create little benefit to the regular consumer. The proposed striping would be an improvement over existing conditions by locating the smaller parking stalls near the rear of the parking lot.

At this time, we ask to be placed on the agenda for the next Plan Commission meeting.

We appreciate your time and consideration of our request. Please call me at (317) 547-5580 if you have any questions.

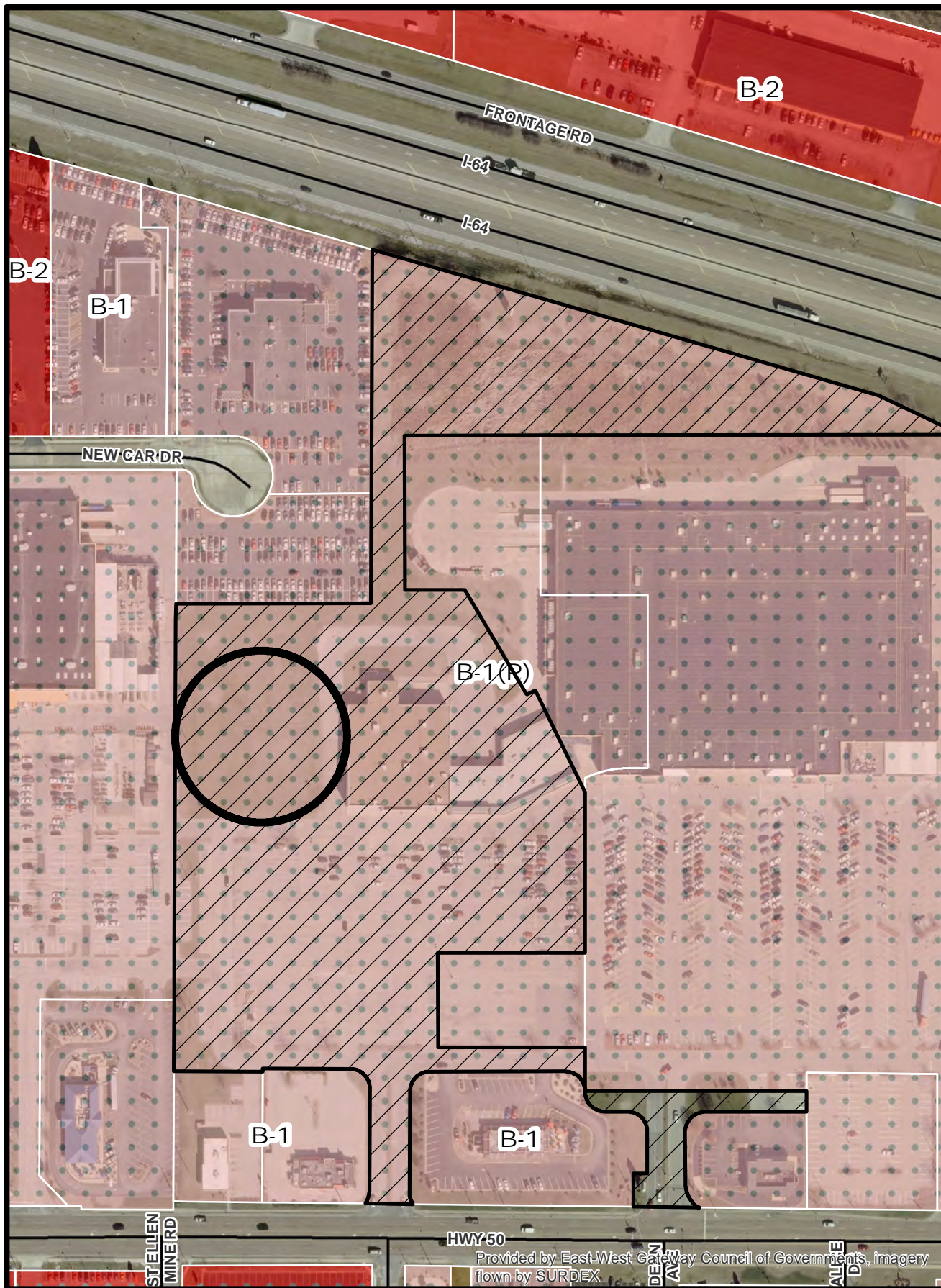
Very truly yours,
American Structurepoint, Inc.

Nathan Winslow, PE
Senior Project Engineer

201302324



P2015-05: Academy Sports - Zoning Map



-  Subject Property
-  Area of Construction

0 87.5 175 350 525 Feet

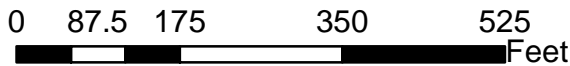


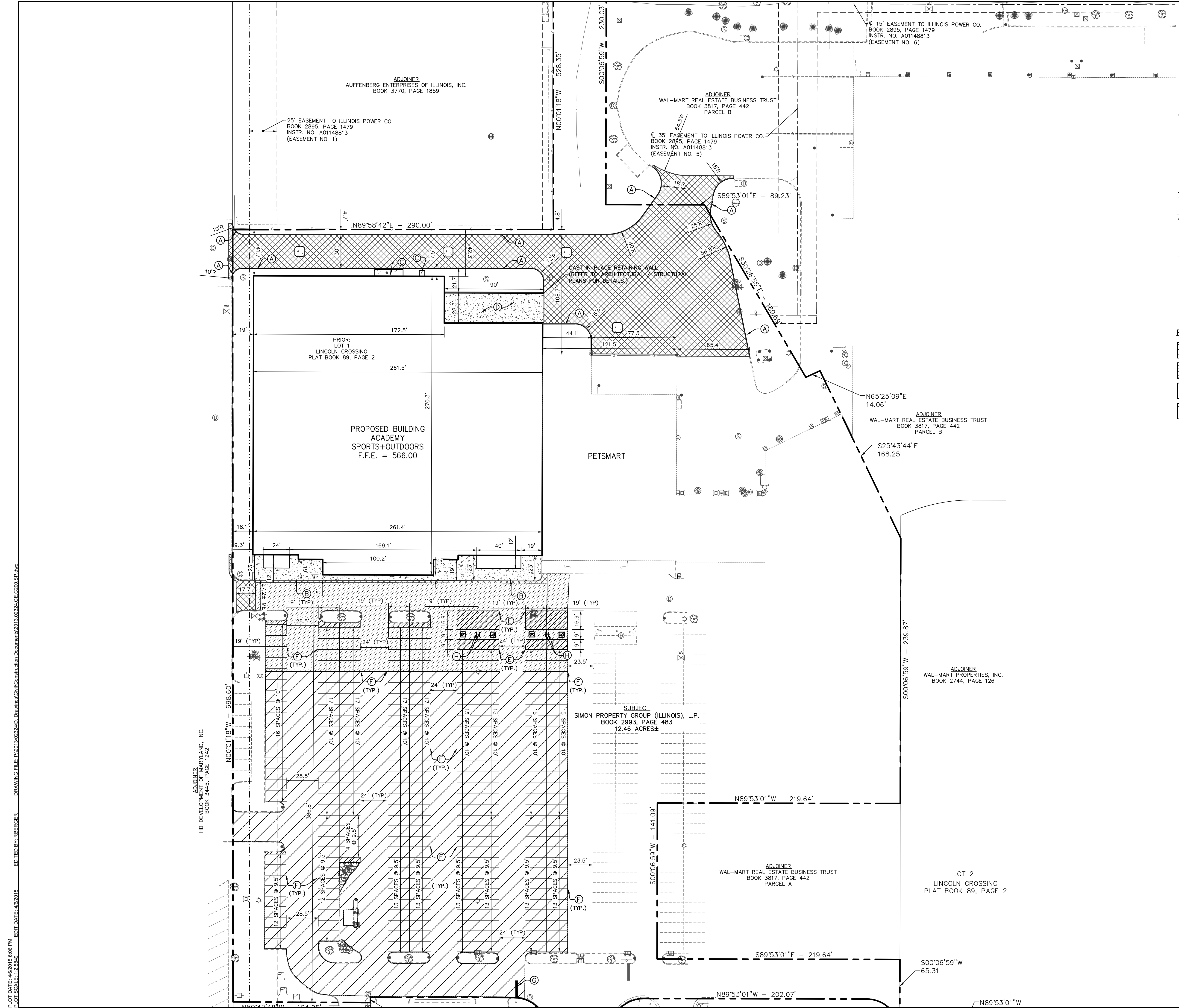
P2015-05: Academy Sports - Land Use Map



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

-  Subject Property
-  Area of Construction





EX. LEGEND

- BEEHIVE INLET
- BUSH
- CURB INLET
- CLEAN OUT
- COMBINATION POLE
- DRAINAGE MANHOLE
- DOWN SPOUT
- ELECTRIC BOX
- ELECTRIC HANDHOLE
- ELECTRIC METER BOX
- ELECTRIC CROSS BOX
- FIRE HYDRANT
- GAS METER
- GAS MARKER SIGN
- HOSE BIB
- INLET
- LIGHT POLE
- MANHOLE
- MANHOLE
- PINE
- POST
- RIGHT OF WAY MONUMENT
- SIGN
- SANITARY MANHOLE
- STAND PIPE
- STUMP
- TELEPHONE PEDESTAL
- TRANSFORMER
- TREE
- TRAFFIC MANHOLE
- TELEPHONE CROSS BOX
- WATER METER
- WATER MANHOLE
- WATER MARKER SIGN
- WATER VALVE
- BURIED TELEVISION LINE
- BURIED ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- BURIED GAS LINE
- BURIED TELEPHONE LINE
- BURIED UNKNOWN LINE
- BURIED WATER LINE
- REINFORCED CONCRETE PIPE
- PLASTIC PIPE
- PLASTIC PIPE
- TOP OF RIM ELEVATION
- INVERT ELEVATION

PROPOSED SITE LEGEND

- SEAL COAT FOR PAVEMENT; NO RESURFACING
- HEAVY DUTY PAVEMENT
- CONCRETE
- 1.5" MILL & RESURFACE ASPHALT PAVEMENT
- 6" STRAIGHT CONCRETE CURB
- CONCRETE SIDEWALK
- CONCRETE STOOP
- CONCRETE TRUCK APRON
- 4" SOLID YELLOW PAINT
- 4" SOLID WHITE PAINT
- 24" SOLID WHITE STOP BAR
- RE-LOCATED EXISTING HANDICAP SIGN

GENERAL NOTES:
 FOR ALL GENERAL NOTES SEE SHEET C002.
 WHERE PROPOSED PAVEMENT STRIPING IS SHOWN WITHOUT MILL AND RESURFACE, THE EXISTING STRIPING IS TO BE REMOVED AND REPLACED AS SHOWN

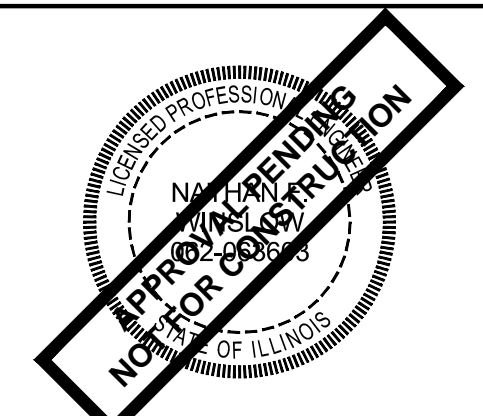
CAUTION !!
 THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.
 1 (800) 892-0123
 CALL TOLL FREE
 - J.U.L.I.E. -

WP GLIMCHER
 225 W. WASHINGTON STREET
 INDIANAPOLIS, IN 46204

AMERICAN STRUCTUREPOINT INC.
 7260 Shadeland Station | Indianapolis, Indiana 46256
 TEL 317.547.5580 | FAX 317.543.0270
 www.structurepoint.com

LINCOLN CROSSING ACADEMY SPORTS

1574 W. HIGHWAY 50
 O'Fallon, Illinois



CERTIFIED BY

ISSUANCE INDEX	
DATE:	04-06-2015
PROJECT PHASE:	DESIGN DEVELOPMENT

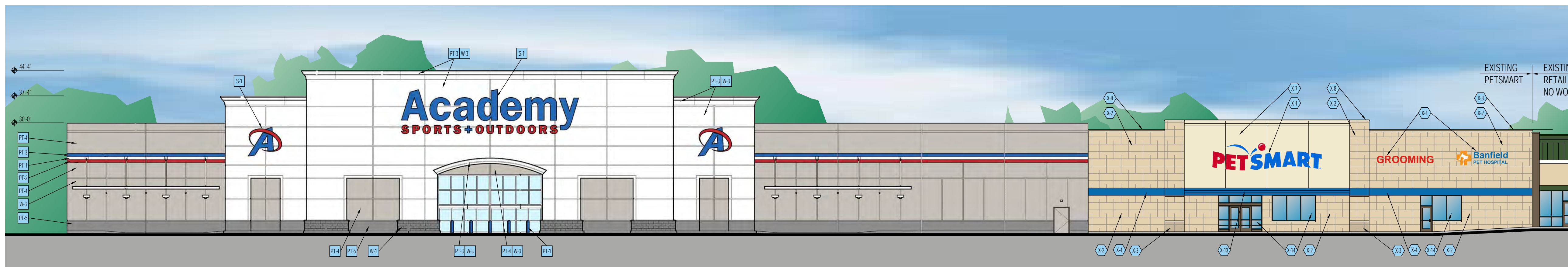
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2013.02324

SITE PLAN

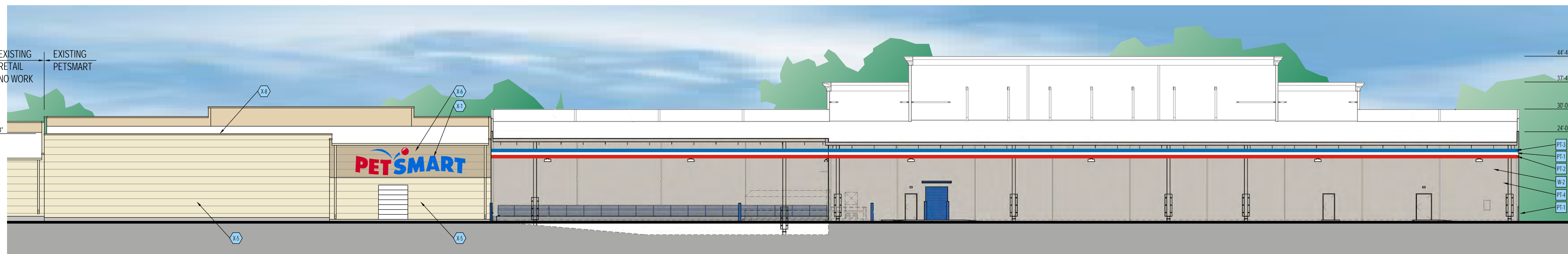
C200

PLOT DATE: 4/6/2015 6:06 PM
 PLOT SCALE: 1"=40'
 DRAWING FILE: P:\2013\02324\DWG\SitePlan.dwg
 DRAWING TITLE: 2013.02324.C200.SP.dwg
 EDITED BY: RBERGER
 EDIT DATE: 4/6/2015
 HD DEVELOPMENT OF MARYLAND, INC.
 BOOK 3445, PAGE 1242
 ADJOINER
 WAL-MART REAL ESTATE BUSINESS TRUST
 BOOK 3817, PAGE 442
 PARCEL A



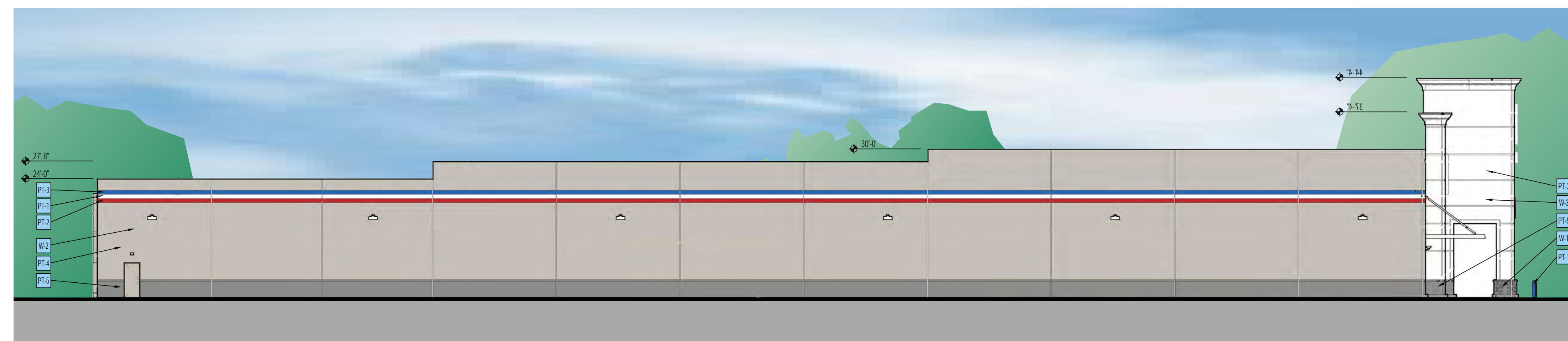
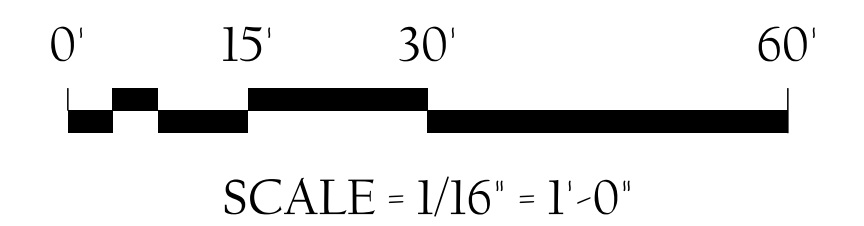
FRONT ELEVATION
SOUTH ELEVATION

PETSMAFINISHES	
X-1	EXISTING ILLUMINATED SIGNAGE WALL MOUNTED
X-2	EXISTING SPLIT FACE BLOCK MEDIUM TAN
X-3	EXISTING SPLIT FACE BLOCK DARK TAN
X-4	EXISTING SMOOTH FACE BLOCK MEDIUM BLUE
X-5	EXISTING SMOOTH FACE BLOCK LIGHT TAN
X-6	EXISTING SMOOTH FACE BLOCK MEDIUM TAN
X-7	EXISTING EIFS SYSTEM LIGHT TAN
X-8	EXISTING METAL COPING MEDIUM TAN
X-9	NEW SMOOTH FACE BLOCK LIGHT TAN - MATCH EXISTING
X-10	NEW SMOOTH FACE BLOCK MEDIUM BLUE - MATCH EXISTING
X-11	NEW SMOOTH FACE BLOCK MEDIUM TAN - MATCH EXISTING
X-12	NEW METAL COPING MEDIUM TAN - MATCH EXISTING
X-13	EXISTING EIFS SYSTEM MEDIUM BLUE
X-14	EXISTING STOREFRONT WITH GLAZING DARK BRONZE



REAR ELEVATION
NORTH ELEVATION

PROPOSED OVERALL ELEVATIONS



SIDE ELEVATION
WEST ELEVATION

ACADEMY FINISHES	
ACADEMY PAINT FINISHES	
PT-1	SW CM ACADEMY BLUE
PT-2	SW 6867 FIREWORKS
PT-3	SW 7005 PURE WHITE
PT-4	SW 7641 COLONNADE GRAY
PT-5	SW CM ACADEMY DARK GRAY
WALL MATERIAL	
W1	BURNISHED BLOCK HEADWATERS GREYSTONE 4"x8"x16" BLOCK & SILL BLOCK
W2	CONCRETE TILT WALL PANELS TEXTURED PAINT
W3	EIFS TEXTURED WALL FINISH
S-1	ILLUMINATED SIGNAGE WALL MOUNTED

PROPOSED RENOVATION OF:



LINCOLN CROSSING

1570 WEST U.S. 50
O'FALLON, ILLINOIS 62269

WASHINGTON PRIME

225 WEST WASHINGTON STREET
INDIANAPOLIS, INDIANA 46204-3438
www.simon.com

Lamson & Condon
ARCHITECTURE / INTERIOR DESIGN
(317) 266-9830
www.lamsoncondon.com

CITY SUBMITTAL
APRIL 6, 2015



1818 HWY. M
 BARNHART, MO 63012
 PH: 636-464-0200
 FAX: 636-464-9990
 WWW.PIROSSIGNS.COM
 GRAPHICS@PIROSSIGNS.COM

CUSTOMER
 LINCOLN CROSSING
 JOB LOCATION
 O'FALLON ILL
 CONTACT
 PROJECT
 PYLON REHAB
 SALES PERSON
 DAVID BRAND JR
 DATE
 01-27-15
 RENDERING #
 15-5014-1
 SCALE
 NOTED
 DRAWN BY
 BARKHURST
 SAVED AS
 LINCLN CRSSNG ENT SIGN

REVISION DATE
 020515 DMF
 REVISION(S) A

Replaced routed faces with new cabinets over existing and skinning the cabinets to appear as one. Also added lexan faces decorated with vinyls/prints.



- APPROVED AS IS
- APPROVED AS NOTED
- REVISE & RESUBMIT

INITIALS _____

THIS PROOF IS APPROVED AS IS. NO WORK SHALL BEGIN UNTIL PIROS RECEIVES A SIGNED COPY. ANY CHANGES MAY RESULT IN A CHANGE IN THE PRICE QUOTED.

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Pylon Sign Rehab SCALE: 1/4"=1'

REFACE EXISTING STRUCTURE WITH (2) NEW ALUMINUM CABINETS SANDWICHING THE EXISTING CABINETS. THE TWO NEW CABINETS WILL BE SKINNED ON THE TOP, SIDES AND BOTTOM TO APPEAR AS A SINGLE UNIT. NEW CABINETS TO HAVE WHITE LEXAN FACES DECORATED WITH VINYL OR DIGITAL PRINTS. CLEAN PREP AND PAINT REMAINING STRUCTURE (COLORS TBD).

REPAIR AND/OR REPLACE INTERNAL LIGHTING AS NEEDED.

SIGN TO BE UL LISTED.



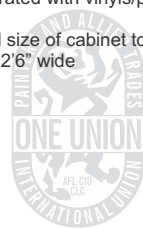
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



1818 HWY. M
 BARNHART, MO 63012
 PH: 636-464-0200
 FAX: 636-464-9990
 WWW.PIROSSIGNS.COM
 GRAPHICS@PIROSSIGNS.COM

CUSTOMER
 LINCOLN CROSSING
 JOB LOCATION
 O'FALLON ILL
 CONTACT
 PROJECT
 PYLON REHAB
 SALES PERSON
 DAVID BRAND JR
 DATE
 02-06-15
 RENDERING #
 15-5014-2
 SCALE
 NOTED
 DRAWN BY
 BARKHURST
 SAVED AS
 LINCLN CRSSNG ENT SIGN

REVISION DATE
 021215 EI
 REVISION(S) B
 Replaced routed faces with new cabinets over existing and skinning the cabinets to appear as one. Also added lexan faces decorated with vinyls/prints.
 B Changed size of cabinet to make 45 OAH and 12'6" wide



APPROVED AS IS
 APPROVED AS NOTED
 REVISE & RESUBMIT

INITIALS _____

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Pylon Sign Rehab SCALE: 1/8"=1'

REFACE EXISTING STRUCTURE WITH (2) NEW ALUMINUM CABINETS SANDWICHING THE EXISTING CABINETS. THE TWO NEW CABINETS WILL BE SKINNED ON THE TOP, SIDES AND BOTTOM TO APPEAR AS A SINGLE UNIT. NEW CABINETS TO HAVE WHITE LEXAN FACES DECORATED WITH VINYL OR DIGITAL PRINTS. CLEAN PREP AND PAINT REMAINING STRUCTURE (COLORS TBD).

REPAIR AND/OR REPLACE INTERNAL LIGHTING AS NEEDED.

SIGN TO BE UL LISTED.



CITY OF O’FALLON, ILLINOIS
ORDINANCE NO. ____

**ORDINANCE APPROVING THE FORM
AND AUTHORIZING THE EXECUTION
OF AN ECONOMIC INCENTIVE
AGREEMENT BETWEEN THE CITY OF
O’FALLON, ILLINOIS, AND
WASHINGTON PRIME**

WHEREAS, the City is authorized pursuant to the provisions of 65 ILCS 5/8-11-20 et. seq., as amended (the “Economic Incentive Act”) to share a portion of any retailer’s occupation taxes and service occupation taxes (the “Municipal Sales Taxes”) generated by a redevelopment project with the developer of such project to induce the developer’s undertaking and performing of such project; and

WHEREAS, the City desires to induce Washington Prime (“Washington Prime”) (the “Developer”) to undertake an approximately 63,000 square foot retail store within the City (the “Redevelopment Project”) and has determined that the Redevelopment Project qualifies for funding under the Economic Incentive Act pursuant to the findings as set forth in this Ordinance; and

WHEREAS, the City has negotiated an Economic Incentive Agreement (the “Agreement”) with the Developer whereby the City has agreed to provide funding for the Redevelopment Project from Municipal Sales Taxes generated by the Redevelopment Project to induce the Developer’s undertaking and performance of such project, and the Developer has agreed to undertake the Redevelopment Project pursuant to the provisions of the Agreement; and

WHEREAS, the City of O’Fallon believes it is in the best interests of its citizens to enter into an Economic Incentive Agreement with Washington Prime.

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

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. Findings. The City Council hereby makes the following findings pursuant to the provisions of the Economic Incentive Act:

(a) For the property subject to the Agreement that is currently vacant (such vacant property determined and analyzed both on a parcel by parcel basis and viewing the property on a whole), such property has remained vacant for a period of at least one year, and the buildings on the improved part of the Project Site have remained less than significantly unoccupied or underutilized for at least one year;

- (b) That the Redevelopment Project is expected to create or retain job opportunities within the City;
- (c) That the Redevelopment Project will serve to further the development of adjacent areas;
- (d) That without the Agreement, the Redevelopment Project would not be possible;
- (e) the Developer meets high standards of credit worthiness and financial strength as demonstrated to the City by, among other things, specific evidence of equity financing for more than ten percent (10%) of the total Development Project costs;
- (g) That the Redevelopment Project will strengthen the commercial sector of the City;
- (h) That the Redevelopment Project will enhance the tax base of the City;
- (i) That the Agreement is made in the best interest of the City and its citizens; and
- (j) That the Agreement does not share or rebate any portion of retailers' occupation taxes that would have been paid to another unit of local government.

SECTION 3. Approval of Agreement. The form of the Agreement entitled "City of O'Fallon, Washington Prime Economic Incentive Agreement" (the Agreement) by and between the City of O'Fallon, Illinois (the "City") and Washington Prime on file in the office of the City Clerk of the City of O'Fallon, Illinois, is hereby approved, and all terms and provisions of the Agreement are hereby agreed to by the City (see attached Agreement made part of this Ordinance by reference and hereby known as Exhibit "A").

SECTION 4. Execution of Agreement. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, the Agreement on file in the office of the City Clerk. The City Clerk is authorized and directed to affix, impress or otherwise reproduce the seal of the City upon each executed copy of the Agreement and to attest the execution of the Agreement hereto attached.

SECTION 5. Washington Prime Incremental Sales Tax Fund. The City hereby establishes the Washington Prime Incremental Sales Tax Fund in the custody of the City Treasurer. The City covenants and agrees to immediately deposit and hold all Incremental Sales Tax Revenues (as defined in the Agreement) in the Washington Prime Municipal Sales Tax Allocation Fund and apply such moneys as provided in the Agreement.

SECTION 6. Severability. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 7. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

From: Ted Shekell, Community Development Director
Walter Denton, City Administrator

Date: May 18, 2015

Subject: Central City TIF District – 1st Readings

List of committees that have reviewed: The Joint Review Board held public meetings on March 13, 2015 and April 7, 2015 and moved to approve the TIF District on April 16, 2015. The City Council held the required Public Hearing at the May 4, 2015 Council Meeting. The Community Development Committee reviewed this set of ordinances at its May 11, 2015 meeting and recommended approval with a vote of 6 to 0. Just as a point of clarification, it was stated at the meeting the growth for the entire TIF project (204 parcels) was 0.04% over the last five years. The actual growth for the entire TIF experience an annual growth of 1.2% over the last five years, however if you exclude the top 7 parcels in growth, the remaining 197 parcels have experienced an annual growth rate of only 0.04% over the past 5 years (See page 33 of the TIF Report).

Background

The City of O'Fallon has met all the statutory requirements of the TIF Act in creating a new TIF District, including notice and holding a meeting with the Joint Review Board. The recommendation of the Joint Review Board was based on a negotiated pass through to the taxing districts of 10% within the entire Central City Redevelopment Project Area and for the real estate that makes up Southview Shopping Center and the O'Fallon Professional Office Building, the annual surplus would increase to 50% on any tax revenue generated on the aggregate incremental EAV of these three parcels greater than \$3.1 million. Staff has included an ordinance authorizing the city to enter into an Intergovernmental Agreement with the school districts on the creation of the Central City TIF District.

Attached are four Ordinances, upon their approval, will create the Central City TIF and allow TIF to be utilized as a redevelopment tool for that area and enter into a redevelopment agreement with potential developers in the Downtown and Southview areas.

Legal Considerations, if any: Consensus has not been reached on the pass through with District 90. Negotiations are still pending and if there is any change to the terms of the TIF, staff will provide an update at the Community Development Committee meeting on May 26, 2015.

Budget Impact: None

Staff Recommendation

Staff recommends approval of the following ordinances:

1. Ordinance Authorizing Execution of Intergovernmental Agreement with School Districts
2. Ordinance Approving the Central City TIF Redevelopment Plan
3. Ordinance Designating the Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
4. Ordinance Adopting Tax Increment Financing for the Central City Redevelopment Project Area

**CITY OF O'FALLON
WASHINGTON PRIME
ECONOMIC INCENTIVE AGREEMENT**

THIS ECONOMIC INCENTIVE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2015 by and between THE CITY OF O'FALLON, an Illinois municipal corporation located in St. Clair County, Illinois (the "City") and WASHINGTON PRIME GROUP, L.P., an Indiana limited partnership having an address of c/o WP Glimcher, 225 W. Washington Street, Indianapolis, Indiana 46204, Attn: Stephen de Riesthal, or its assigns (the "Developer"). (Certain capitalized terms herein shall have the meaning ascribed to them in Section 1 of this Agreement).

RECITALS

- A. WHEREAS, Developer is the owner of a retail shopping center in the City known as Lincoln Crossing and intends to expand the center with the construction of approximately 62,943 square feet of new retail space. This new retail space is being constructed for Academy Sports, or a similar national sporting goods retailer of similar character (the "Development Project") in the area depicted on Exhibit A (the "Project Site").
- B. WHEREAS, it is anticipated that the Development Project will cost in excess of _____ (\$ _____), and will provide to the City sales tax of _____ (\$ _____) or more annually.
- C. WHEREAS, as an inducement for the Developer to perform the Development Project, which will promote the goals and objectives of the City's economic development program, the City Council wishes to lend financial assistance to Developer in the performance of and for the success of the Development Project.
- D. WHEREAS, the City is authorized to enter into this Agreement pursuant to the provisions of 65 ILCS 5/8-11-20 and the powers and authority vested in the City under Illinois law to enable the development and redevelopment of property and encourage the economic growth of the City to increase industry and commerce within the State of Illinois, and to relieve conditions of unemployment and maintain existing levels of employment.
- E. WHEREAS, the City Council has found and does hereby find that (i) part of the Project Site has remained vacant for at least one year, and the buildings on the improved part of the Project Site have remained less than significantly unoccupied or underutilized for at least one year; (ii) the Development Project is expected to create or retain job opportunities within the City; (iii) the Development Project will serve to further the development of adjacent areas; (iv) without entering into this Agreement, the Development Project would not be possible; (v) the Developer meets high standards of credit worthiness and financial strength as demonstrated to the City by, among other things, specific evidence of equity financing for more than ten percent (10%) of the total Development Project costs; (vi) the Development Project will strengthen the commercial sector of the City; (vii) the Development Project will enhance the tax base of the City; and (viii) this Agreement is made in the best interest of the City.
- F. WHEREAS, the Developer has expressly conditioned the undertaking of the Development Project on the City entering into this Agreement.
- G. WHEREAS, this Agreement has been submitted to the City Council for consideration and review and the City Council has given notices and taken all actions required to be taken prior to the execution of this Agreement to make this Agreement effective.

NOW, THEREFORE, to assure opportunities for development and attract sound and stable growth; to promote the public interest and to enhance the tax base of the City; and to induce the Developer to undertake the Development Project, and in consideration of the Developer's agreement to undertake the Development Project and the City's agreement to reimburse the Developer for the Development Costs of constructing the Improvements: and in consideration of the mutual promises, covenants, stipulations, and agreements herein contained in this Agreement, the Developer and the City hereby agree as follows:

1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

- "Certificate of Completion": A document issued by the City in accordance with this Agreement and evidencing the Developer's satisfaction of all obligations and covenants to construct the Development Project.
- "City": The City of O'Fallon, St. Clair County, Illinois, an Illinois municipal corporation.
- "City Costs": Actual planning and legal costs in an amount not to exceed Five Thousand Dollars (\$5,000.00) incurred by the City in negotiating the terms of this Agreement with the Developer.
- "City Council": The duly elected Mayor and Board of Aldermen of the City of O'Fallon, Illinois.
- "Commencement Date": The first day of the month following the first month in which the City receives pursuant to applicable law revenues which are attributable to the operation of the retail facility to be constructed by the Developer on the Project Site.
- "Construction Plans": Plans, drawings, specifications, and related documents, and construction schedules for the construction of the Improvements, together with all supplements, amendments, or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.
- "Developer": Washington Prime Group, L.P., an Indiana limited partnership or its successors or assigns.
- "Development Costs": Costs incurred in connection with the construction of the Improvements and development of the Development Project.
- "Development Project" is defined in Recital A.
- "Force Majeure" is defined in Section 8.
- "Improvements": All facilities and improvements constructed on the Project Site by Developer to implement the Development Project.
- "Incremental Sales Tax Fund": The separate City account into which the Incremental Sales Tax Revenues are from time to time deposited pursuant to this Agreement.
- "Incremental Sales Tax Revenues": All Retailers' Occupation Tax revenues which the City is entitled to receive during the period of this Agreement which are the result of retail sales from the Project Site, pursuant to 65 ILCS 5/8-11-1 et seq. and such other authority as shall be applicable or any successor statute.

"Initial Construction": The commencement of site work in connection with construction of the Development Project, as indicated by the placement of equipment, materials and/or silt fence on the Project Site.

"Maximum Rebate" is defined in Section 4.1.

"Outside Completion Date" is defined in Section 2.2.

"Project Site" is defined in Recital A.

2. **Development of Project Site.** The Developer, subject to Section 8 of this Agreement, shall commence Initial Construction within eighteen (18) months of the execution of this Agreement and shall complete or cause the completion of the Development Project in accordance with Section 2.2; provided that the time for completion shall be extended for delays attributable to Force Majeure. Developer agrees to acquire and construct, or cause to be acquired and constructed, all Improvements in accordance with zoning, subdivision and other development codes and ordinances including plans and specifications as approved by the City of O'Fallon.

- 2.1 Construction Plans. The Developer shall submit for City approval Construction Plans in sufficient completeness and detail to show that construction of the Improvements will be in accordance with the provisions of this Agreement and that the Development Project will conform to applicable City codes. The Construction Plans shall be prepared by a professional licensed to practice in the State of Illinois per state code. Construction Plans and all construction practices and procedures with respect to the Improvements shall be in conformity with all applicable state and local laws, ordinances, and regulations.

The City shall review the Construction Plans in accordance with its customary practices and procedures. City shall approve or reject, in writing, the Construction Plans within thirty (30) days after submittal by the Developer to the City, otherwise, the Construction Plans shall be deemed approved. Immediately upon approval of the Construction Plans the City shall issue a building permit for the Development Project. If the City rejects the Construction Plans, said rejection shall be in writing and specify any and all deficiencies in the Construction Plans based on applicable city codes and ordinances. Following receipt of the rejection, the Developer shall submit new or corrected Construction Plans, within thirty (30) days after the date the Developer receives written notice of the City's rejection of the Construction Plans referred to in the latest such notice. The provisions of this subparagraph relating to such approval, rejection and resubmittal of the Construction Plans shall continue to apply to resubmittal of corrected Construction Plans until the Construction Plans have been approved by the City and a building permit for the Development Project issued. Said approval shall not be unreasonably withheld or delayed by the City. The Developer agrees that all construction work by the Developer or its agents or independent contractors shall be in substantial conformity with the Construction Plans as finally approved by the City, with such deviations as are permitted by applicable City codes and this Agreement.

- 2.2 Changes. During the progress of the Improvements the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Improvements are to be performed expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in furtherance of the general objectives of the Development Project, but the construction shall be completed no later than the date that is three years after Initial Construction (as same may be delayed due to Force Majeure, the "Outside Completion Date"), and any extension beyond the Outside Completion Date shall be subject to approval by the City Council.

- 2.3 Certificate of Completion. Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the City will furnish to the Developer a Certificate of

Completion so certifying. Certification by the City shall be conclusive determination of the satisfaction of the Developer's agreements and covenants to complete the Improvements. The Certificate of Completion provided for by this subsection shall be in a form which will enable recordation in the office of the St. Clair County Recorder. If the City shall refuse or fail to provide such certification, the City Shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement stating in adequate detail in what respects the Developer has failed to complete the Improvements in reasonable accordance with the provisions of this Agreement or is otherwise in default and what reasonable measures or acts the Developer must take or perform, in the opinion of the City, to obtain such certification.

2.4 Verification of Project Costs. Within sixty (60) days after substantial completion of the construction of the project the Developer shall provide the City with verification of the costs incurred by the Developer for qualified project costs, (e.g., canceled checks or drafts, owner's/contractor's sworn statement, mechanic's lien waivers, invoices, construction contracts and ancillary contract documents), with a request that the City approve the amount of the qualified project costs subject to reimbursement under this Agreement. With the proof of payment the Developer will submit an itemized list of the project costs indicating the nature of the costs involved and the amount the Developer paid for the services rendered and the total amount of qualified project costs as computed by the Developer. Within sixty (60) days thereafter, the City Engineer and the City's Community Development Director will determine and recommend to the City Finance Director the amount of the qualified project costs. The City Finance Director shall review such determination and promptly thereafter notify the Developer as to the amount of the qualified project costs approved by the City. The burden of proving the Developer project engineering and construction costs shall be on Developer. As stated in the preceding Section 2.2 of this Agreement, in no event shall Developer be entitled to receive under this Agreement Sales Tax reimbursement revenue from the City in excess of Developer's out-of-pocket hard and soft costs for planning, design and construction of the Development Project and negotiation and entry into this Agreement.

2.5 Real Estate Tax Cooperation. For and during the entire term of this Agreement, the Developer shall not, without the written consent of the City, which shall not be unreasonably withheld, take any action to reduce the valuation of the Project Site as equalized and assessed by the County Assessor and shall not take any action to protest the amount of the ad valorem real estate tax bills for the Project Site the Developer receives annually. Further, for and during the entire term of this Agreement, the Developer shall promptly pay its real estate tax bills as received. In the event the Developer: (i) fails to promptly pay real estate taxes due, (ii) attempts to reduce the real estate tax assessment on the Project Site without the written consent of the City, or (iii) protests or challenges the amount of real estate tax assessment on the Project Site without the written consent of the City, the same shall cancel this Agreement and the City shall be under no obligation thereafter to remit payment of any other and further or additional sales tax reimbursements or reimbursements to the Developer.

3. **Pledge of Incremental Sales Tax Revenues.** The City hereby pledges and agrees to apply the Incremental Sales Tax Revenues to the reimbursement of Development Costs incurred by the Developer in accordance with this Agreement. The City agrees that during the term of this Agreement, the City shall not further encumber or pledge any portion of the Incremental Sales Tax Revenues or take any action inconsistent with the terms and intent of the Agreement.

3.1 Sales Tax Reporting. Within twenty (20) days after the end of the calendar month, which includes the Commencement Date, and within twenty (20) days after the end of each calendar month thereafter until all amounts due to Developer hereunder have been paid in full, Developer shall provide to the Treasurer of the City or to such other official as shall be designated by the City ("City Official"), a written summary of the Incremental Sales Tax Revenues to which the City is entitled by reason of sales made in such month from the

Project Site. Such summary shall be in form and substance and shall be accompanied by copies of such back up documentation as the City shall reasonably require. The City Official shall otherwise keep confidential all information contained in any such summary and backup documentation submitted pursuant to this Agreement and shall use such information only for the purposes of this Agreement.

The Developer and the City agree to cooperate and to take all additional reasonable actions necessary to ensure accurate calculation and deposits of the Incremental Sales Tax Revenues. The Developer and the City shall arrange with the Illinois Department of Revenue for the systematic receipt of sales tax information for sales made by the Developer from the Project Site. To assist the City, the Developer shall supply or cause to be supplied to the City appropriate authorizations of the Illinois Department of Revenue to provide such information.

3.2 Accounting and Adjustment. Within forty-five (45) days after the end of each quarter following the Commencement Date and receipt of the release of sales tax information from the Illinois Department of Revenue, the City shall pay to the developer the percentage, as outlined in Section 4.1, of all Incremental Sales Tax Revenues and provide the accounting of the receipts and expenditures during such quarter.

4. Method of Reimbursement. The City agrees to reimburse the Developer for Development Costs incurred by the Developer in accordance with the following schedule:

4.1 Beginning on the Commencement Date and for a maximum period of fifteen (15) years thereafter, the City will pay to the Developer fifty percent (50%) of the Incremental Sales Tax Revenues received by the City but not to exceed \$50,000.00 each calendar year. All rebates to Developer will end when the total amount of \$500,000 (the "Maximum Rebate") has been rebated to Developer.

4.2 Incremental Sales Tax Revenues required to be paid to the Developer shall be payable on a quarterly basis after the City's receipt thereof from the Illinois Department of Revenue or other agency that may remit such revenues to the City, provided that nothing in this Agreement shall require the City to pay any amount in excess of the percentage, as outlined in Section 4.1, of the Incremental Sales Tax Revenues actually received by the City during the period that this Agreement is in effect.

4.3 If, after the Commencement Date during the period that this Agreement is in full force and effect, all businesses cease to operate from the Project Site for a period exceeding two hundred seventy (270) consecutive days, then the City shall have no further obligation to make payments of Incremental Sales Tax Revenues to Developer as provided for in this Agreement, nor shall such payment be due to any successor developer or tenant. Notwithstanding the foregoing, in the event such businesses are unable to reopen within said two hundred seventy (270) consecutive day period because of any subsidence event or other Force Majeure event, the obligation to reopen shall be extended by the number of days such business is prevented from reopening due to such event.

4.4 This Agreement does not obligate any other City Funds for Reimbursement Payments. All payments will be made solely from the Incremental Sales Tax Revenues derived from the Development Project.

5. Termination. The Developer and the City shall have the right of termination as follows:

5.1 Developer's Right of Termination. At any time prior to substantial completion of the Development Project, the Developer may, by giving written notice to the City, terminate this Agreement and Developer's obligations hereunder, if the Developer, in the Developer's sole discretion, determines that the Development Project is no longer economically feasible.

Upon such termination, the Developer shall reimburse the City in the amount of the City Costs and the City shall have no further obligation to reimburse the Developer for any amounts to be advanced under this Agreement.

5.2 City's Right of Termination.

(a) Except in the event of Force Majeure, the City may, by giving written notice to the Developer after expiration of the notice and cure period set forth in Section 7, terminate this Agreement and City's obligation hereunder, if the Developer has not commenced construction of the Development Project or the Development Project is not completed and in operation by the dates set forth in Section 2. Upon such termination, the City shall have no further obligation to reimburse the Developer for any amounts to be advanced under this Agreement.

(b) Notwithstanding the language in section 5.2(a), the City expects that the tenant for this new retail space to be Academy Sports or a similar national sporting goods retailer of similar character. If the Developer selects a different user for this new retail space, then the City has the right to approve said use. Failure to get the City's approval in writing would give the City the right to terminate this Agreement.

6. **Assignment.** Developer may, at any time, assign this Agreement to an affiliate of Developer, provided the original-named Developer under this Agreement shall remain responsible for performance of the terms hereof. Prior to the completion of the Development Project, the Developer's rights, duties and obligations under this Agreement shall otherwise be assignable only with the consent of the City, which consent shall not be unreasonably withheld. Once the Development Project has been completed, the Developer's rights, duties and obligations under this agreement shall be assignable without the consent of the City.
7. **Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or provision, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed promptly to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In case such cure or remedy is not commenced within said thirty (30) days or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting or breaching party. Costs of said action, including reasonable attorney fees, shall be borne by the defaulting or breaching party.
8. **Force Majeure.** Neither the City nor the Developer nor any successor in interest or assignee shall be considered in breach or default of their respective obligations under this Agreement, and time for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or other casualty; condemnation; strike; lockout; acts of labor unions; civil disorder; war; restrictive government regulations; court orders; laws; orders of governmental or military authorities; delay in the issuance of any permits and/or legal authorization (including engineering approvals) by any governmental entity necessary for the Developer to proceed with construction (including delays by the City in approving the Construction Plans for the Improvements, issuing permits, and such other approvals as the City may require); inability to procure or a general shortage of labor, equipment, facilities, materials or supplies; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the parties' reasonable control, including but not limited to, any court order or judgment resulting from any litigation affecting the validity of the Development Project or this Agreement (collectively, "Force Majeure").
9. **Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally.

(i) In the case of the Developer, to:

Washington Prime Group, L.P.
c/o WP Glimcher
225 W. Washington Street
Indianapolis, Indiana 46204
Attn: Stephen de Riesthal

(ii) In the case of the City, to:

c/o City Clerk
255 South Lincoln Avenue
O'Fallon, IL 62269

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 9.

10. Term. This Agreement shall remain in full force and effect for the earlier of the date of full payment to Developer of the Maximum Rebate and the date that is fifteen (15) years from the Commencement Date.

11. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this agreement, and to aid and assist each other in carrying out said terms, provisions and intent, provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement. In furtherance of the foregoing, the City covenants and agrees that if Developer is unable to the entire Maximum Rebate due to errors in any resolution or ordinance adopted in connection with this Agreement or the Development Project or any similar legal technicality, then the City shall cooperate fully with Developer and use good faith efforts to restore the terms of this Agreement, enter into a new agreement on the same material terms, approve such other public finance incentive that may be available to Developer, or take such other action as is necessary to carry out the intent of this Agreement.

12. Miscellaneous Provisions.

12.1 Inspection. The Developer shall allow authorized representatives of the City access to the Development Project site from time to time upon reasonable advance notice prior to the completion of the Improvements for reasonable inspection thereof.

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

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

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

12.5 Attorney's Fees and Costs. In the event there is a default under this Agreement and the default is not cured within the time allowed by this Agreement, then and in that event, the party in default shall be responsible for the payment and discharge of the other party's reasonable attorneys' fees and costs of enforcing or terminating the Agreement and same may be made part of any judgement entered by a court of competent jurisdiction to enforce or terminate the Agreement.

12.6 Non-Waiver. No failure or delay by the City or the Developer in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided for shall be cumulative and not exclusive of any other rights or remedies provided by law.

12.7 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

12.8 Binding Effect. All of the terms, provisions, and conditions of the Agreement shall be binding upon and shall inure to the benefits of the parties hereto, their successors and assigns.

12.9 Compliance with Agreement and Laws During Construction; Prevailing Wages. The Developer shall at all times undertake the Development Project, including any related activities in connection therewith, in conformance with this Agreement, all applicable federal and state laws, rules and regulations and all City Codes. To the extent that the construction of the Development Project under this Agreement is a "public work" within the meaning of the Prevailing Wage Act of the State of Illinois (820 ILCS 130/0.01 et seq., the "**PW Act**"), the Developer shall assume the risk of compliance with the PW Act. The PW Act requires contractors and subcontractors performing work on behalf of Developer on the public works portion of the Development Project to pay laborers, workers and mechanics no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. IDOL publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. IDOL revises the prevailing wage rates and any contractor/subcontractor on the Project has an obligation to check the IDOL's website for revisions to the prevailing wage rates. The Developer shall require all contractors and subcontractors performing such work on the Development Project to comply with all requirements of the PW Act, including, but not limited to, all wage requirements and all notice, record keeping and monthly filing duties. Any agreement of the Developer related to the Development Project with any contractor or subcontractor shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

13. Representative Not Personally Liable. No official agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any of the Obligations under the terms of this Agreement.

14. Representation of the Parties.

14.1 Representations of the City. City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the duties and obligations of this Agreement, and all of the

foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

14.2 Representations of the Developer. The Developer hereby represents and warrants that the Developer has full corporate power to execute and deliver and perform the terms, duties, and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligations of the Developer, enforceable in accordance with its terms.

[Signature page follows.]

Witness Whereof, the City, and the Developer have caused this Agreement to be signed in their respective names and caused their respective seals to affixed thereto, and dated as to the date first above written.

ATTEST:

Phil Goodwin, City Clerk

City:

THE CITY OF O'FALLON, ILLINOIS

By: _____
Gary L. Graham, Mayor

ATTEST:

Developer:

WASHINGTON PRIME GROUP, L.P.,
an Indiana limited partnership

By: Washington Prime Group, Inc.

By: _____
Name: _____
Title: _____

Exhibit A

Depiction of Project Site

[FOR REFERENCE ONLY. NOT INTENDED TO BE A BINDING DEPICTION
OF IMPROVEMENTS TO BE PERFORMED BY DEVELOPER.]

CITY OF O'FALLON, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF
O'FALLON ("CITY") WHICH
AUTHORIZES THE EXECUTION OF
AN INTERGOVERNMENTAL
AGREEMENT WITH O'FALLON
COMMUNITY SCHOOL DISTRICT
NO. 90 AND O'FALLON TOWNSHIP
HIGH SCHOOL DISTRICT NO. 203
("SCHOOL DISTRICTS")**

WHEREAS, the City of O'Fallon, St. Clair County, Illinois ("City") is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution ("Constitution") and the laws of the State of Illinois, including particularly the Illinois Municipal Code (the "Municipal Code"), and all laws amendatory thereof and supplementary thereto (Chapter 65, Act 5, Illinois Compiled Statutes (2006)); and

WHEREAS, the City and School Districts are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois (1970) and 5 ILCS 220/1, *et. seq.*, to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, the City adopted a certain Redevelopment Plan entitled Central City Tax Increment Financing Redevelopment Plan and Project" within established geographic boundaries and tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et. seq.* (hereinafter the "Act"); and

WHEREAS, the purpose of the plan is to foster economic development in the City and to attract business and new jobs to the City, thus providing increased tax revenues to the City and the taxing districts within its boundaries; and

WHEREAS, the Act allows a municipality to pledge all or a portion of incremental property tax revenues generated within a TIF Area to repayment of certain redevelopment project costs and/or bonds or notes issued to fund such costs, and provides that the portion of incremental property tax revenues not so pledged may be declared as surplus and distributed to all Taxing Districts; and

WHEREAS, the continued provision of quality education by the School Districts is important to the City and its citizens and is critical to attracting business and further economic development in the City, in that the existence of good public schools is

an important factor in the location of commercial development and residential development; and

WHEREAS, the City wants to ensure that all of the Taxing Districts get a fair share of the tax increment revenue from the redevelopment project.

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

Section 1. That the preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one (1) of this Ordinance; and

Section 2. That the City shall enter into an Intergovernmental Agreement with the O'Fallon Community School District No. 90 and the O'Fallon Township High School District No. 203, a copy of which is attached hereto and incorporated herein as Exhibit A; and

Section 3. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Intergovernmental Agreement between the City and School Districts, and the City Clerk is hereby authorized and directed to attest to the Intergovernmental Agreement and to affix the seal of the City thereto. The Intergovernmental Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City's approval thereof; and

Section 4. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance; and

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of _____, 2015, by and between the City of O’Fallon, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the “City”), O’Fallon Community School District No. 90 and O’Fallon Township High School District No. 203 (hereinafter referred to as “School Districts”).

RECITALS

1. The City and School Districts are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois (1970) and 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements for any purpose not prohibited by law.

2. The City proposes to adopt a certain Redevelopment Plan (hereinafter the “Plan”), entitled Central City Tax Increment Financing Redevelopment Plan and Project, within established geographic boundaries for a tax increment financing area (hereinafter the “TIF Area”) and Tax Increment Financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74,4-1, *et seq.* (hereinafter the “Act”).

3. The purpose of the Plan is to foster economic development in the City and to attract business and new jobs to the City, thus providing increased tax revenues for the City and the Taxing Districts within its boundaries.

4. The Act allows a municipality to pledge all or a portion of incremental property tax revenues generated within a TIF Area to payment of certain redevelopment project costs and / or bonds or notes issued to fund such costs, and provides that the portion of incremental property tax revenues not so pledged may be declared as surplus and distributed to the Taxing Districts.

5. The continued provision of quality education by the School Districts is important to the City and its citizens and is critical to attracting business and further economic development in the City, in that the existence of good public schools is an important factor in the location of commercial development and residential development.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND FOLLOWING AGREEMENTS, THE CITY AND SCHOOL DISTRICTS HEREBY AGREE AS FOLLOWS:

6. That the preceding recitations in the upper part of this Intergovernmental Agreement are restated, realleged, and adopted as paragraph six (6) of this Intergovernmental Agreement.

7. Ten percent (10%) of the tax increment revenues generated each year within the TIF Area, provided however, that for the three parcels of real estate that make up Southview Shopping Center and the O’Fallon Professional Office Building, the annual surplus declaration shall be increased to 50% on any tax revenue generated on the aggregate incremental EAV of these four parcels greater than \$3.1 million will be distributed as surplus funds pursuant to the Act to the following taxing districts:

- a. O’Fallon Community School District No. 90
- b. Southwestern Illinois College
- c. City of O’Fallon
- d. O’Fallon Township
- e. O’Fallon Township High School #203
- f. O’Fallon Public Library
- g. St. Clair County

The remaining 90% of the tax increment revenues generated each year within the TIF Area will remain in the Special Allocation Fund for allocation by the City as it deems appropriate pursuant to the provisions of the Plan and the Act.

9. All surplus funds shall be distributed annually within 180 days after the close of the City's fiscal year by being paid by the Treasurer to the County Collector in direct proportion to the tax incremental revenue received as a result of an increase in the equalized assessed value of property in the TIF Area. The County Collector shall thereafter make distributions to the respective taxing districts in the same manner and proportion as the most recent distribution by the County Collector to the affected

districts of real property taxes from real property in the redevelopment project area.

10. In consideration of the foregoing, the School Districts hereby covenant and agree to forego the commencement, institution or assertion of any claim or cause of action related thereto against the City and of any and all claims, challenges, demands, obligations or causes of action relating to: (i) the adoption of the Plan for the TIF Area; (ii) the designation of the TIF Area as a combination “blighted area and conservation area” and a “redevelopment project area” eligible for the benefits of the TIF Act; (iii) the adoption and implementation of the TIF Act in the TIF Area; (iv) the Project; or, (v) any obligations of the City or any other governmental entity in connection with the Project.

11. Each subscriber to this Agreement warrants to the other that he or she is authorized to execute, deliver and perform this Agreement in the name of the party on whose behalf he or she executes it.

12. Each subscriber further warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement or undertaking by which the represented party is bound.

13. This Agreement shall be binding on the parties and their respective successors. It may be assigned only by written agreement of the parties.

14. Each party shall, at the request and expense of the other, have its representative execute and deliver any further documents and do all acts and things as that party may be reasonably required to do to carry out the true intent and meaning of this Agreement.

15. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

16. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed on behalf of the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed on behalf of both parties.

17. This Agreement expresses the complete and final understanding of the parties with

respect to its subject matter.

18. This Agreement shall remain in effect for the entire duration of the Plan or until the Plan is terminated by the City in the manner provided in Section 5/11-74.4-8 of the Act. Obligations which have accrued prior to the termination date shall remain in effect until satisfied.

19. This Agreement shall be approved by appropriate action of the Board of Education of the School Districts and the Mayor and City Council of the City.

IN WITNESS WHEREOF, this Agreement is executed on the date set forth above.

CITY OF O’FALLON

By: _____
Gary Graham, Mayor
City of O’Fallon

BOARD OF EDUCATION OF O’FALLON COMMUNITY SCHOOL DISTRICT NO. 90

By: _____
Its President

BOARD OF EDUCATION OF O’FALLON TOWNSHIP HIGH SCHOOL DISTRICT NO. 203

By: _____
Its President

CITY OF O'FALLON, ILLINOIS
ORDINANCE NO. _____

**ORDINANCE APPROVING THE
TAX INCREMENT REDEVELOPMENT
PLAN AND PROJECT
FOR THE CENTRAL CITY
REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of O'Fallon, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (hereinafter referred to as the "Act") for the proposed Redevelopment Plan and Project (the "Plan") within the municipal boundaries of the City of O'Fallon and within the Central City Redevelopment Project Area (the "Area") as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk's office on February 6, 2015; and

WHEREAS, the City Council did on February 17, 2015 pass Resolution 2015-11, setting May 4, 2015 as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice being given to the taxing districts overlapping the Area and to the State of Illinois by certified mail on February 19, 2015; by publication on April 8, 2015 and April 15, 2015; and by certified mail to property owners within the Area on February 25, 2015; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on February 25, 2015 pursuant to Section 11-74.4-5 of the Act, said notice being given to all interested parties that have registered with the City concerning the proposed Central City Redevelopment Project Area; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on February 25, 2015 pursuant to Section 11-74.4-5 of the Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Central City Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed

designation of the Central City Redevelopment Project Area on May 4, 2015 at the O’Fallon City Hall; and

WHEREAS, the Redevelopment Plan and Project set forth the factors constituting the need for abatement of conditions in the proposed redevelopment project area that have led to blight or may lead to blight, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report, contained in the Plan, and is generally informed of the conditions in the Central City Redevelopment Project Area as the terms “conservation area” and “blighted area” are defined in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the Central City Redevelopment Project Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Tax Increment Redevelopment Plan and Project for said Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the Central City Redevelopment Project Area to determine whether contiguous parcels of real property in said Project Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed the proposed Central City Tax Increment Redevelopment Plan and Project and the Comprehensive Plan for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conforms to the Comprehensive Plan of the City.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF O’FALLON, ILLINOIS, that:

Section 1. The City Council of the City of O’Fallon makes the following findings:

- a. There exist conditions, as documented in the Plan, that cause the Area to be classified as a combination “blighted area” and “conservation area” as defined in Section 11-74.4-3 of the Act.
- b. The Central City Redevelopment Project Area, on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
- c. The Redevelopment Plan and Redevelopment Project for the Central City Redevelopment Project Area conforms to the Comprehensive Plan for the development of the City as a whole.
- d. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be

Attachments:

Exhibit A: Tax Increment Financing Redevelopment Plan and Project, Central City
Redevelopment Project Area

Tax Increment Financing Redevelopment Plan & Project

.....
Central City
Redevelopment Project Area
.....

Prepared for

City of O'Fallon, Illinois

Prepared by

PGAV  **PLANNERS**

February 5, 2015
Addendum A - April 30, 2015

ADDENDUM A

TIF Redevelopment Plan and Project Central City Redevelopment Project Area

City of O'Fallon, Illinois

April 30, 2015

This Addendum forms a part of and modifies the Tax Increment Financing (“TIF”) Redevelopment Plan and Project (the “Plan”) for the Central City Redevelopment Project Area (the “Project Area”), dated February 5, 2015.

A. General Background

The Plan was prepared pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.* (the “TIF Act”). The Plan has been available for public review since February 6, 2015, and has been reviewed by the Joint Review Board. The public hearing on the Plan is scheduled for May 4, 2015.

The Joint Review Board recommended that the Plan be approved by the City Council subject to the condition making certain changes to the Plan regarding the percentage of tax increment revenue that is to be declared as surplus annually. This Addendum A contains the requested changes to the Plan.

B. Plan Revisions

Page 33: Section D of Section V of the Plan, in its entirety, is replaced with the following:

D. Assessment of Financial Impact

The City finds adoption of this Redevelopment Plan will not place significant additional demands on facilities or services for any local taxing body. Police and fire services and facilities appear to be adequate for the foreseeable future.

To offset any unforeseen taxing district costs directly resulting from the Redevelopment Projects, the City commits to pass-through to the taxing districts a 10% annual surplus of the tax increment revenue generated within the entire Project Area. In addi-

tion, for the parcels of real estate shown on **Exhibit J, Area Subject to Additional Annual Surplus Declaration**, the annual surplus declaration shall be increased to 50% of any tax increment revenue generated on the aggregate incremental EAV of these parcels greater than \$3,100,000.

The City will return the annual surplus tax increment revenue to St. Clair County for distribution on a pro-rata basis back to the affected taxing bodies in accordance with the requirements of the TIF Act.

C. Authorization for Plan Changes

The TIF Act permits changes to the Plan at the public hearing or any time prior to the adoption of the ordinance approving the redevelopment plan, subject to certain limitations. Specifically, the Act states:

“At the public hearing or at any time prior to the adoption by the municipality of an ordinance approving a redevelopment plan, the municipality may make changes in the redevelopment plan... Changes which do not

- (1) add additional parcels of property to the proposed redevelopment project area,*
- (2) substantially affect the general land uses proposed in the redevelopment plan,*
- (3) substantially change the nature of or extend the life of the redevelopment project, or*
- (4) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10,*

may be made without further hearing, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing district. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes.”

The change associated with this Addendum A does not result in any of the above listed conditions. Therefore, the changes to the Plan made by this Addendum A are permissible subject to the notification requirements of the Act.

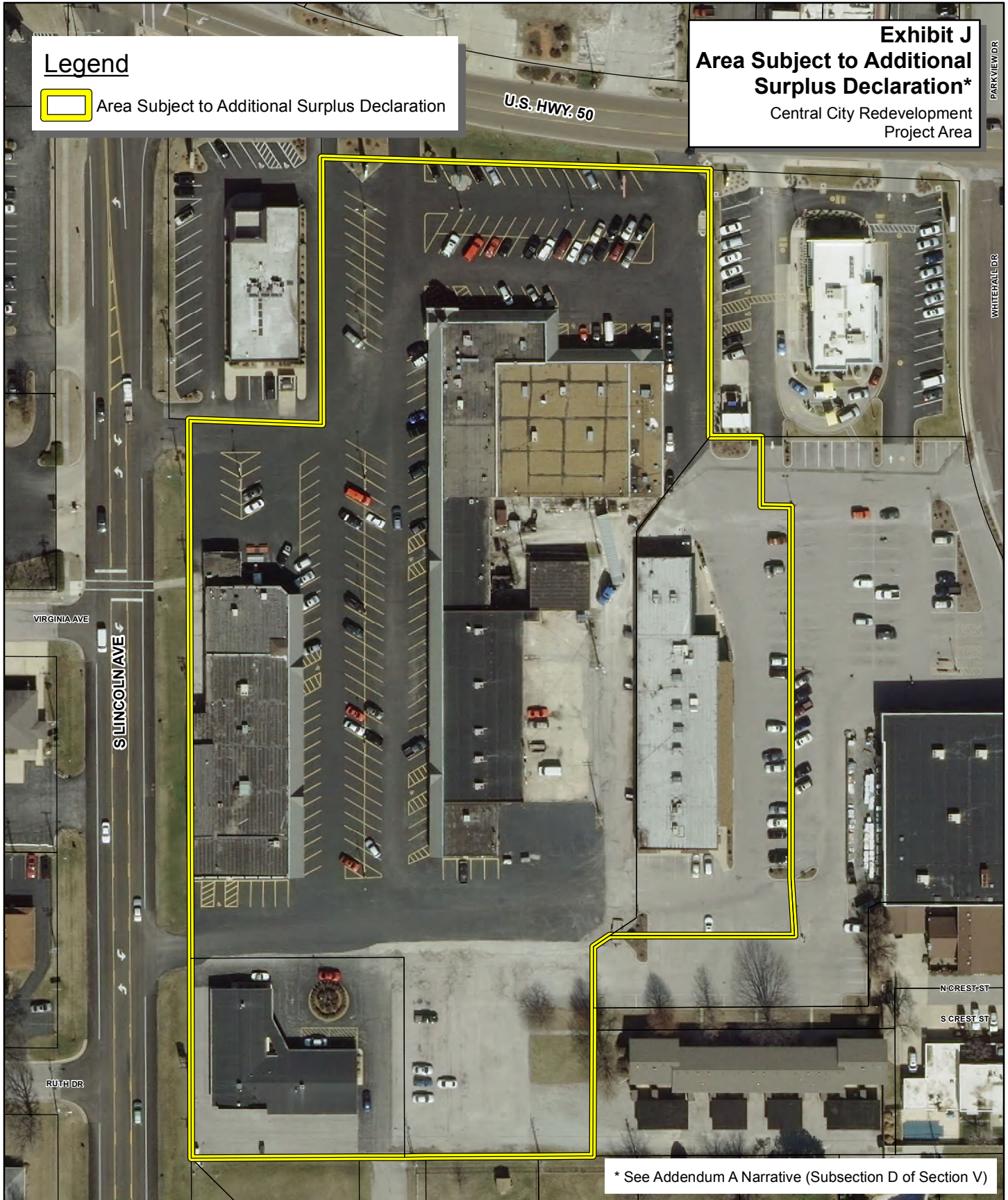
Exhibit J

Area Subject to Additional Surplus Declaration*

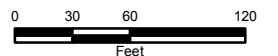
Central City Redevelopment Project Area

Legend

 Area Subject to Additional Surplus Declaration



* See Addendum A Narrative (Subsection D of Section V)



CITY OF O'FALLON, ILLINOIS

MAYOR

Gary L. Graham

CITY COUNCIL

Gene McCoskey, Ward 1
Richie Meile, Ward 1
Ed True, Ward 2
Jerry Albrecht, Ward 2
Jerry Mouser, Ward 3
Kevin Hagarty, Ward 3
John Drolet, Ward 4

Herb Roach, Ward 4
Michael Bennett, Ward 5
Courtney Cardona, Ward 5
Jim Hursey, Ward 6
Ray Holden, Ward 6
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Harlan Gerrish, Ward 7

CITY CLERK

Phil Goodwin

CITY ADMINISTRATOR

Walter Denton

COMMUNITY DEVELOPMENT DIRECTOR

Ted Shekell

FINANCE DIRECTOR

Sandy Evans

CITY ATTORNEY

Dale Funk

SPECIAL TIF COUNSEL

Terry Bruckert

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APPENDIX

- Attachment A – Resolution No. 2014-47
- Attachment B – Boundary Description
- Attachment C – Existing Conditions Photos
- Attachment D – Parcel Identification Numbers, Property Owner and 2013 EAV

SECTION I

INTRODUCTION

On October 6, 2014, the O'Fallon City Council passed **Resolution 2014-47** stating the City's intent to designate a portion of the City as a tax increment finance (TIF) Redevelopment Project Area (the "Area") and to induce development interest within such area (see **Attachment A** in the Appendix). The area being considered for designation as a TIF area generally includes the downtown area and the commercial area extending west of downtown along W. State Street, plus the S. Lincoln Avenue corridor, from downtown to the commercial area at S. Lincoln and E. Highway 50. The area is referred to herein as the Central City Redevelopment Project Area. The boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment B**.

The Area contains approximately 86.2 acres, including street and alley rights-of-way (61.7 acres net of rights-of-way). There are a total of 204 parcels¹ of real property, of which 186 have improvements thereon (e.g., buildings, parking areas, etc). Much of the built environment in this Area, including improvements in public right-of-way, suffers from advanced age and physical deterioration. Not all properties have conditions that would cause them to qualify individually under the definitions contained in the Act. However, the area "on the whole" meets the eligibility requirements of the Act.

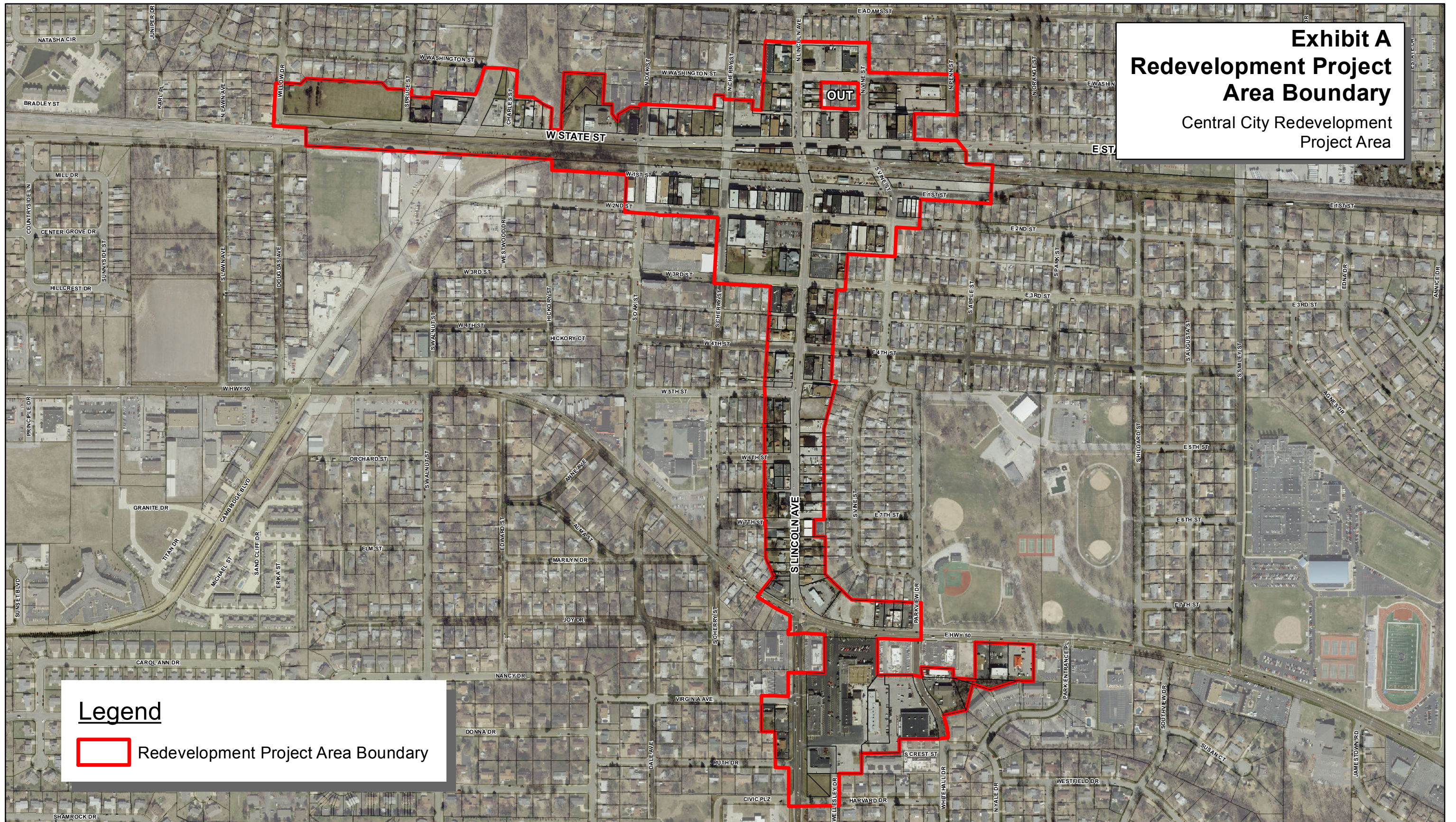
The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to renovate or redevelop underperforming and obsolete parcels within the Area and ultimately enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed since it is not anticipated that this Redevelopment Plan will result in the displacement of ten or more inhabited housing units located within the Area and there is certification to this effect contained in this Plan.

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act.

¹ Groups of smaller parcels used as one "zoning lot" are treated as one parcel.

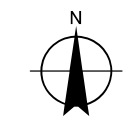
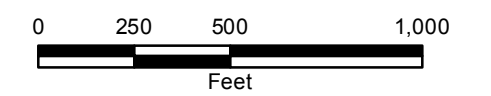
Exhibit A Redevelopment Project Area Boundary

Central City Redevelopment
Project Area



Legend

 Redevelopment Project Area Boundary



SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

Tax increment financing (TIF) is a local funding mechanism created by the "Tax Increment Allocation Redevelopment Act" (the "Act"). The Act is found at 65 ILCS 5/11-74.4-1 *et. seq.*

As used, herein, the term **Redevelopment Project** means any public and private development project in furtherance of the objectives of a Redevelopment Plan. The term **Redevelopment Project Area** means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. **Redevelopment Plan** means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation (EAV) of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the Act.

The Illinois General Assembly made various findings in adopting the Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the Act. With the definitions set forth in the Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation is made with respect to the proposed Redevelopment Project Area:

1. The Area as a whole meets the statutory requirements as a ***combination blighted area and conservation area***. Furthermore, the factors necessary to make these findings exist to a meaningful extent and are distributed throughout the Area.
2. The Area exceeds the statutory minimum size of 1-1/2 acres.
3. The Area contains contiguous parcels of real property.
4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Area would benefit substantially from being included in the Area.
5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section III and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act.

This Section documents the relevant statutory requirements and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The Act defines the factors that must be present in order for an area to qualify for TIF. The following provides the statutory definitions of the qualifying factors relating to a blighted area and a conservation area:

1. Eligibility of a Blighted Area

The Act states that a "...**blighted area**" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where."²

- a. **"If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area."

- (1) "Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed."

² Emphasis added with bold or underlined text.

- (2) “Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- (3) “Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.”
- (4) “Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.”
- (5) “Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.”
- (6) “Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.”
- (7) “Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.”
- (8) “Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area,

- (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.”
- (9) “Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.”
- (10) “Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.”
- (11) “Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.”
- (12) “Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.”

- (13) “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.”

- b. **“If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:”
 - (1) “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.”
 - (2) “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
 - (3) “Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
 - (4) “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”
 - (5) “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”

- (6) “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”

2. Eligibility of a Conservation Area

The Act further states that a “... “conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area.” *[Bracketed text replaces “following factors” from the Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, research and field surveys were conducted by way of:

- Contacts with City of O'Fallon officials who are knowledgeable of Area conditions and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of St. Clair County real property tax assessment records.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these is that the municipality must demonstrate that the Area qualifies. An analysis of the physical conditions and presence of blighting factors relating to the Area was commissioned by the City. The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Area from October 13 through 15, 2014. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated on **Exhibit B - Existing Land Use**. This field work was supplemented with discussions with City staff and analysis of property assessment data from St. Clair County. **Exhibit C – Summary of Blighting and Conservation Area Factors** provides a quantitative breakdown of the various factors. **Exhibit D-1 and D-2 – Existing Conditions** provides a graphic depiction of certain blighting and conservation area factors that were determined to exist within the Area. A blighting factor that relates to property valuation trends is presented later in this Section.

1. Findings on Improved Area

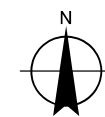
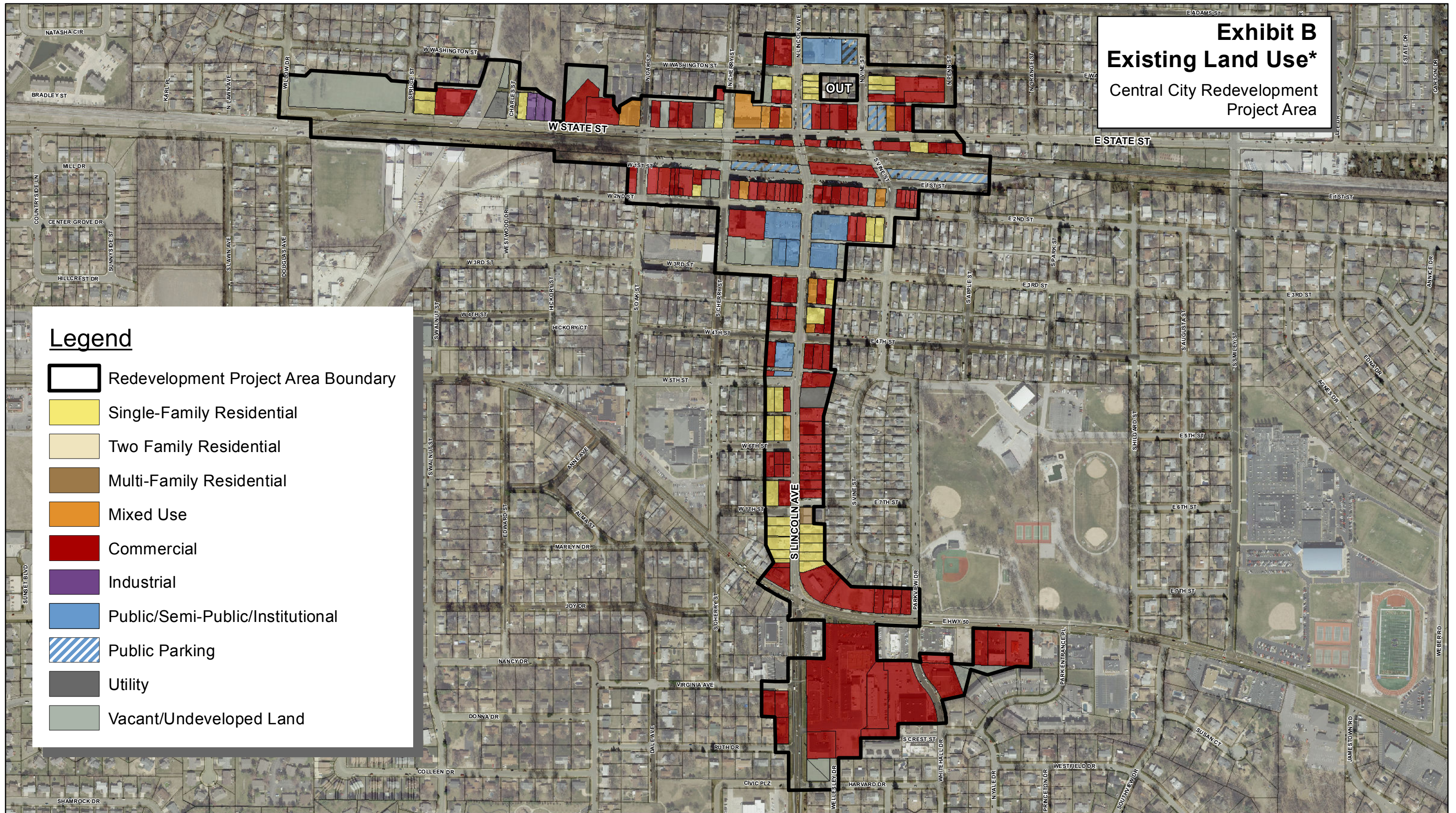
Below are findings that are factors relating to improved land that are considered present to a meaningful extent within the Area:

- a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of a redevelopment project area qualifies as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criteria. Of the 167 buildings in the Area, 146 (87%) were determined to be over 35 years old. The fact that these buildings were constructed over 35 years ago was determined from examining property record card data available on the St. Clair County website (<http://www.co.st-clair.il.us/departments/assessor/Pages/parcel.aspx>).
- b. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 98 (59%) of the 167 buildings in the Area. The field survey of exterior building conditions in the Area found structures with major defects in the secondary structural components, including windows, doors, roofing, masonry and fascia materials, etc. These deteriorated buildings are scattered throughout the Area. Deteriorated site improvements were also found on all of the improved parcels in the Area (51% of the 186 improved parcels). Also, significant deterioration of street pavement and curb and guttering were found, primarily on secondary streets and alleys within the Area (79% of the subareas). **Attachment C** in the **Appendix** provides **photographic evidence** of the conditions found on these properties and within the public rights-of-way.

Exhibit B Existing Land Use* Central City Redevelopment Project Area

Legend

-  Redevelopment Project Area Boundary
-  Single-Family Residential
-  Two Family Residential
-  Multi-Family Residential
-  Mixed Use
-  Commercial
-  Industrial
-  Public/Semi-Public/Institutional
-  Public Parking
-  Utility
-  Vacant/Undeveloped Land

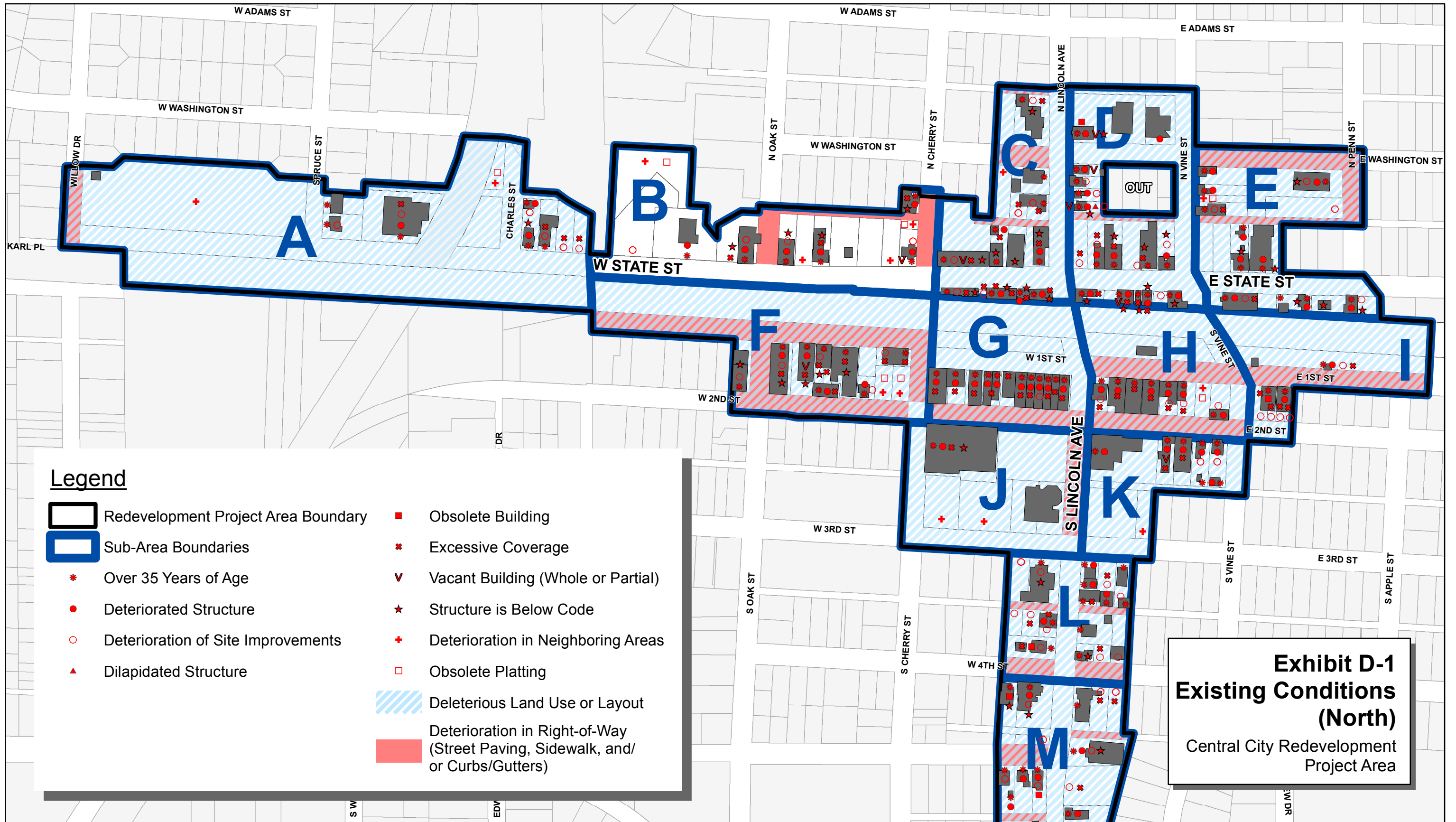


*Land use based on field survey taken from October 13-15, 2014.

Exhibit C
SUMMARY OF BLIGHTING AND
CONSERVATION AREA FACTORS
 Central City Redevelopment Project Area
 City of O'Fallon, Illinois

	Total	%
No. of improved parcels	186	91%
No. of vacant parcels	18	9%
Total parcels	204	100%
No. of buildings	167	100%
No. of buildings 35 years or older	146	87%
No. housing units	74	
No. housing units occupied	70	
Sub-Area Count	19	100%
IMPROVED LAND FACTORS (3 or More):		
No. of deteriorated buildings	98	59%
No. of parcels with site improvements that are deteriorated	94	51%
Deteriorated street and/or sidewalk pavement (by Sub-Area)	15	79%
No. of dilapidated buildings	1	1%
No. of obsolete buildings	16	10%
No. of structures below minimum code	50	30%
No. of buildings lacking ventilation, light or sanitation facilities	nd ¹	
No. of building with illegal uses	nd ¹	
Number of buildings with vacancies	13	8%
No. of parcels with excessive land coverage or overcrowding of structures	96	52%
Inadequate utilities (by Sub-Area)	0	0%
Deleterious land use or layout (by Sub-Area)	16	84%
Lack of community planning	0	0%
Declining or Sub-par EAV Growth	Yes	
VACANT LAND FACTORS (2 or More):		
Obsolete Platting	8	44%
Diversity of Ownership	nd ¹	
Tax Delinquencies	nd ¹	
Deterioration of Struct. Or Site Improvements in Neighboring Areas	16	89%
Environmental Clean-up	nd ¹	
Declining or Sub-par EAV Growth	Yes	

¹ Not determined.



Legend















-  Redevelopment Project Area Boundary
-  Sub-Area Boundaries
-  Over 35 Years of Age
-  Deteriorated Structure
-  Deterioration of Site Improvements
-  Dilapidated Structure
-  Obsolete Building
-  Excessive Coverage
-  Vacant Building (Whole or Partial)
-  Structure is Below Code
-  Deterioration in Neighboring Areas
-  Obsolete Platting
-  Deleterious Land Use or Layout
-  Deterioration in Right-of-Way (Street Paving, Sidewalk, and/or Curbs/Gutters)

Exhibit D-1
Existing Conditions
(North)
 Central City Redevelopment
 Project Area

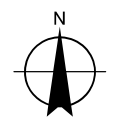
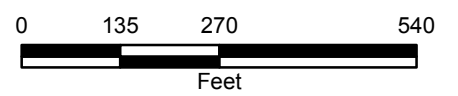














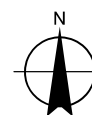
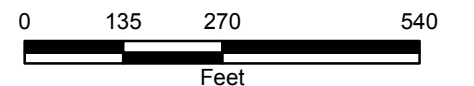
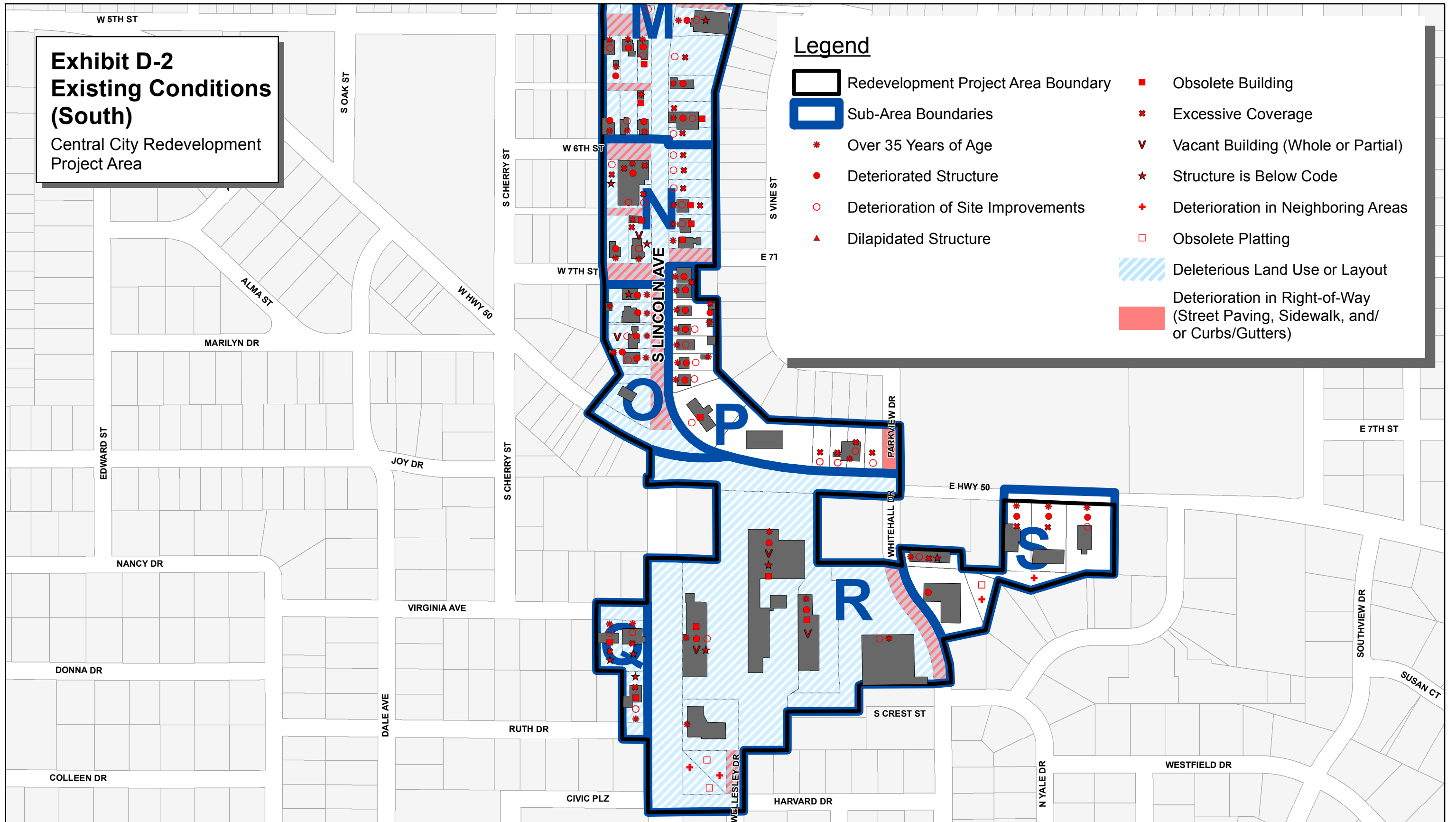


Exhibit D-2 Existing Conditions (South)

Central City Redevelopment
Project Area

Legend

-  Redevelopment Project Area Boundary
-  Sub-Area Boundaries
-  Over 35 Years of Age
-  Deteriorated Structure
-  Deterioration of Site Improvements
-  Dilapidated Structure
-  Obsolete Building
-  Excessive Coverage
-  Vacant Building (Whole or Partial)
-  Structure is Below Code
-  Deterioration in Neighboring Areas
-  Obsolete Platting
-  Deleterious Land Use or Layout
-  Deterioration in Right-of-Way (Street Paving, Sidewalk, and/or Curbs/Gutters)



- a. Summary of Findings on Obsolete Buildings: While only 13 of the 167 buildings (8%) in the Area were determined to be obsolete, as defined in the TIF Act, there is a group of 3 buildings that comprise Southview Plaza that stand out. It is one of the largest developments within the Project Area. This shopping center development comprises a site of approximately 5.8 acres situated on two parcels. It consists of three buildings with a total floor area of approximately 61,400 square feet. The properties involved have frontage on both East Highway 50 and Lincoln Avenue at the southeast quadrant of the intersection of those two roadways.

According to St. Clair County Assessor records, this development was built in a timeframe between 1961 and 1964 (the western and the center buildings respectively) to 1975 (the eastern building). Thus, the oldest structures are now 54 and 51 years old and the newest is 40 years old. Again based on Assessor records, there appear to have been some improvements that were made in the 1980's that did not change the building configurations. By all retail (and even service) commercial standards this development is obsolete. While the age of the buildings is a contributing factor, certain other conditions discussed herein are really responsible for the lack of desirability of this property.

The design and layout of this shopping center was effectively obsolete at its time of construction. Even in the 1960's and 1970's the layout of this development would have been considered inappropriate for attracting and retaining retail tenants. The three buildings are arranged parallel to each other on generally a north/south axis perpendicular to East Highway 50. All three of the buildings (with the exception of the liquor store) have virtually no visibility to the two major fronting streets. In fact, the westernmost building that parallels Lincoln Avenue has its back wall fronting the street presenting a very unattractive façade to this major street, ensuring that none of its tenants can be seen from the street, and effectively blocking the view of the façade of the middle of the three buildings to the east. Parking fields for much of the development are in between the buildings and laid out in unconventional circulation patterns.

Until a few years ago when the buildings were given a light cosmetic refresh, this property presented a visually-dismal, deteriorating image. In 2005, PGAV evaluated this property at the request of the City for consideration of inclusion in a TIF redevelopment project area. The condition of buildings at that time would have met several of the "blighted area" criteria of the Illinois TIF Act. The vacancy rate was very high and tenants were complaining to the City about deficient property conditions (plumbing, HVAC, parking lots, etc.) that the property owner had been unresponsive to and/or unwilling to fix.

The more recent cosmetic refresh noted above (some of which had been started in 2005) has marginally improved the appearance of the property. However, the relatively minor improvements do nothing to correct the issues associated with the layout of the buildings and parking and the lack of visibility into the property for passing traffic. This lack of visibility is further exacerbated by the location of the outparcel uses at each of the bordering street corners that surround the center on the north, south, and east. As a result, not only does the arrangement of the three buildings comprising the center hamper the visibility of the tenant occupants, these outparcel uses further block visibility. In terms of contemporary retail development standards, the ability for tenant spaces (and their identifying façade signage) to be visible from bordering streets is critical to attracting quality retail tenants who will occupy the spaces for a long-term.

An additional indicator of obsolescence can be found in the basic design of the buildings and its effect on the desirability of the space within. Modern strip center retail spaces typically have a front to back dimension (depth) of approximately 70 feet. Only the southern end of the western building meets this criterion along with the space that is occupied by Dollar General. The remaining spaces have front to rear depths that measure approximately 60 feet (or slightly less) with a section of the center building measuring approximately 40 feet in depth. Thus this represents another factor that contributes to making this property undesirable for contemporary retail occupants.

As noted in the PGAV evaluation conducted in July of 2005, the existing configuration of the shopping center was obsolete by modern retail standards at that time and this condition continues today. The current composition of tenants in the occupied spaces is a demonstration of this obsolescence (and all three of the buildings have vacancies). Except for the Dollar General Store and Papa John's Pizza that are located in the center of the three buildings, no spaces are occupied by the types of national or regional retail tenants that would otherwise occupy contemporary retail space at this prominent location at the intersection of two high-traffic streets. Further evidence of the obsolescence of this center is the vacancies that presently exist in each of the three buildings and the fact that, over time, there has been ongoing turnover in tenancy and varying rates of vacancy in excess of typical retail center standards. On February 5, 2015, City staff surveyed the exterior of the three buildings and took note of the vacant tenant bays. Utilizing the building size data available from the St. Clair County Assessor, it was determined that approximately 21,065 square feet of tenant space in the 61,442 square foot shopping center was vacant (or 34%). This is a high rate of vacancy where the industry norm for a healthy shopping center is a vacancy rate of not more than 5% to 10%. Another indicator is the amount of space occupied by non-retail tenants (service and office-type businesses).

Unless the configuration of this development is changed through redevelopment, it is a virtually certainty that these factors will not change. This property will continue to attract what in retail terms are considered “C” and “D” level tenants who need the lower rents that are typical of these kinds of properties. Because this development cannot attract market retail rents, it is likely that the property owner will not invest in further improvements.

- b. Summary of Structures below Minimum Code: Due in part to the age of buildings in the Area, a relatively large number of them are known not to meet certain minimum code standards. As of January 1, 2015 the City has adopted the following codes:

- 2012 International Building Code (IBC)
- 2012 International Fire Prevention Code (IFC)
- 2012 International Mechanical Code (IMC)
- 2012 International Property Maintenance Code (IPMC)
- 2012 International Residential Code (IRC)
- 2012 International Existing Building Code (IEBC)
- 2012 International Fuel Gas Code (IFGC)
- 2012 Illinois Energy Conservation Code
- 2011 National Electric Code (NEC)

The City also locally enforces the Illinois Accessibility Code. During the month of January 2015, the City’s Building & Zoning Supervisor, along with the Assistant City Planner, conducted an exterior survey of the buildings within the Area. The Building & Zoning Supervisor noted the type of construction and approximate age of each building and made an assessment of lack of code compliance, or noted known non-compliance items based on familiarity with the property. The Assistant City Planner reviewed the properties and buildings thereon from a zoning regulations standpoint (e.g., building setbacks and building site coverage). They found that at least 50 of the 167 (30%) buildings in the Area did not meet specific code standards. The more common incidence of known non-compliance items included lack of ADA accessibility, lack of sprinklers where required, buildings exceeding lot coverage limits and buildings not meeting setback requirements. It should be noted that these findings were based on what was verifiable from exterior visual inspection or knowledge of the Building & Zoning Supervisor. Because the City has adopted relatively new codes, it is very likely that numerous other technical code deficiencies would exist. Thus, the presence of code deficiencies is most likely to be higher than that recorded in this report.

- c. Summary of Findings Regarding Deleterious Land Use or Layout: There exists incompatible land-use relationships throughout the area in large part due to the lack of buff-

er areas or screening between commercial area and adjoining residential areas. Also, as residential properties transitioned to commercial use, the remaining residential properties have been negatively impacted by lack of screening, exposed trash dumpsters and spillover on-street parking from business patrons. The described conditions do not represent sound mixed-use urban planning practices, but rather piecemeal property reuse & redevelopment encouraged by the practice of zoning major street corridors for commercial use when the principal existing land use was residential. In total, 16 of the 19 subareas (84%) had incidences of deleterious land use or layout.

Summary of Excessive Site Coverage: Over one-half of the properties in the Area have excessive land coverage. Excessive land coverage is characterized by a large percentage of building and paving coverage on their respective lots. Little or no landscaping is provided, and there is an obvious lack of adequate off-street parking and loading areas. Of the 186 improved parcels in the Area, 96 (52%) revealed evidence of excessive land coverage.

- d. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to the entire Area (vacant areas as well as improved areas in aggregate). The total equalized assessed valuation (EAV) for the Area has declined and not kept pace with the Consumer Price Index for four (4) of the last five (5) calendar years. A comparison of EAV for the Area and the balance of the City are shown as **Exhibit E, Comparison of EAV Growth Rates (2008-2013)**. This trend in lagging EAV growth rates is distributed throughout the Area as illustrated on **Exhibit F, Annual EAV Change by Parcel (2008-2013)**.

2. Findings on Vacant Land

There are 18 vacant parcels located within the Area. The factors present with respect to these vacant parcels include deterioration of structures or site improvements in neighboring areas adjacent to the vacant land; and the total EAV of the Area has declined and has not kept pace with the CPI for four (4) of the last five (5) years. Photos of the deteriorated buildings and site conditions are located in **Attachment C** in the **Appendix**.

E. Summary of Eligibility Factors for the Area

The study found that the Area contains conditions that qualify it as a **combination blighted area and conservation area**. The following summarizes the existence of the most predominant blighting/conservation factors existing within the Area:

Exhibit E
COMPARISON OF EAV GROWTH RATES (2008-2013)

Central City Redevelopment Project Area




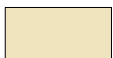



Tax Year	EAV of Redevelopment Project Area	CPI *	Area Growth Rate Less Than CPI?
2008	\$ 6,970,280	215.303	
2009	\$ 6,677,311	214.537	
Annual Percent Change	-4.2%	-0.4%	YES
2010	\$ 6,646,379	218.056	
Annual Percent Change	-0.5%	1.6%	YES
2011	\$ 6,516,838	224.939	
Annual Percent Change	-1.9%	3.2%	YES
2012	\$ 7,574,468	229.594	
Annual Percent Change	16.2%	2.1%	NO
2013	\$ 7,384,996	232.957	
Annual Percent Change	-2.5%	1.5%	YES

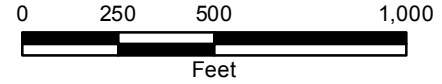
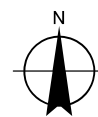
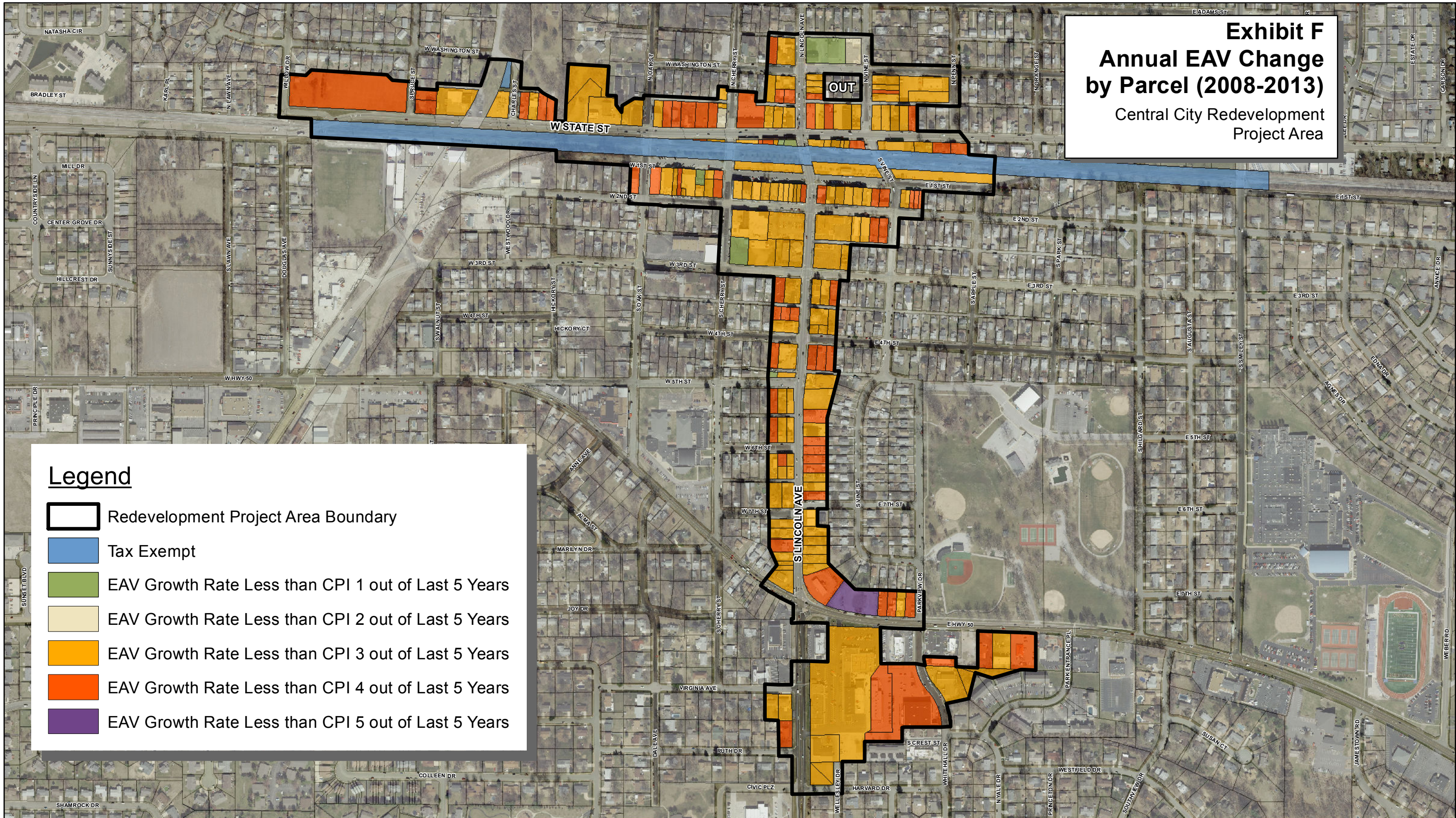
* Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

- **Age** – Of the 167 buildings located in the Area, 146 (87%) are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a “conservation area”).
- **Deterioration** – 59% of the buildings exhibit signs of deterioration as defined in the Act. Also, just over one-half of the improved parcels contain deteriorated site improvements such as sidewalks and parking lots. Within the street and alley rights-of-way there is a significant amount of deteriorated pavement (15 of the 19 subareas containing such streets). This is a high incidence of deterioration among buildings and site improvements.
- **Obsolete Buildings** – Southview Plaza represents a key group of properties in the Area exhibiting obsolescence and a high rate of vacancy.
- **Deleterious Land Use or Layout** – Many of the commercial land uses are incompatible with surrounding land uses.
- **Excessive Site Coverage** – This is a relatively common condition in older urban areas. Excessive coverage often contributes to lack of parking, loading areas and green space that can serve as buffers between incompatible land uses.

Exhibit F
Annual EAV Change
by Parcel (2008-2013)
 Central City Redevelopment
 Project Area

Legend

-  Redevelopment Project Area Boundary
-  Tax Exempt
-  EAV Growth Rate Less than CPI 1 out of Last 5 Years
-  EAV Growth Rate Less than CPI 2 out of Last 5 Years
-  EAV Growth Rate Less than CPI 3 out of Last 5 Years
-  EAV Growth Rate Less than CPI 4 out of Last 5 Years
-  EAV Growth Rate Less than CPI 5 out of Last 5 Years



- ***Sub-par EAV trends*** – The Area's EAV has declined and failed to keep pace with inflation for four (4) out of the last five (5) years. This factor applies to both improved land and vacant land.
- ***Deteriorated buildings or site improvements in neighboring areas*** – The vacant parcels of property within the Area are negatively impacted by the deteriorated conditions of the adjacent and nearby properties.

This study finds that the Redevelopment Project Area contains conditions that qualify it as a combination blighted area and conservation area, as these terms are defined in the Act, and that these parcels will likely continue to exhibit blighted conditions or conditions that may lead to blight without a program to induce private and public investment for the redevelopment of the Area. These findings were made considering the qualifying factors that are present to a meaningful extent and distributed throughout the Area. The qualifying conditions that exist in the Redevelopment Project Area are detrimental to the Area, as a whole, and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate these deficiencies and enhance the tax base of all overlapping taxing authorities.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of the Redevelopment Plan and establishment of the Redevelopment Project Area.

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the Central City Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as a conservation area, blighted area, or a combination of conservation and blighted area, a redevelopment plan must be prepared. A **Redevelopment Plan** is defined in the Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Area is presented on **Exhibit G**, entitled **General Land Use Plan**. Commercial development is proposed for properties zoned for commercial use. City Hall and associated public parking is designated as Institutional use. An alternate land use proposed is the residential/alternate use designations, which envisions the continuation of existing residential uses indefinitely, but if redeveloped, the alternate use is recommended. It is not the intent of this Plan to use TIF to assist with the conversion of individual residential structures into commercial or other uses. Instead, property assembly and redevelopment into unified development scheme, meeting current codes standards, is encouraged.

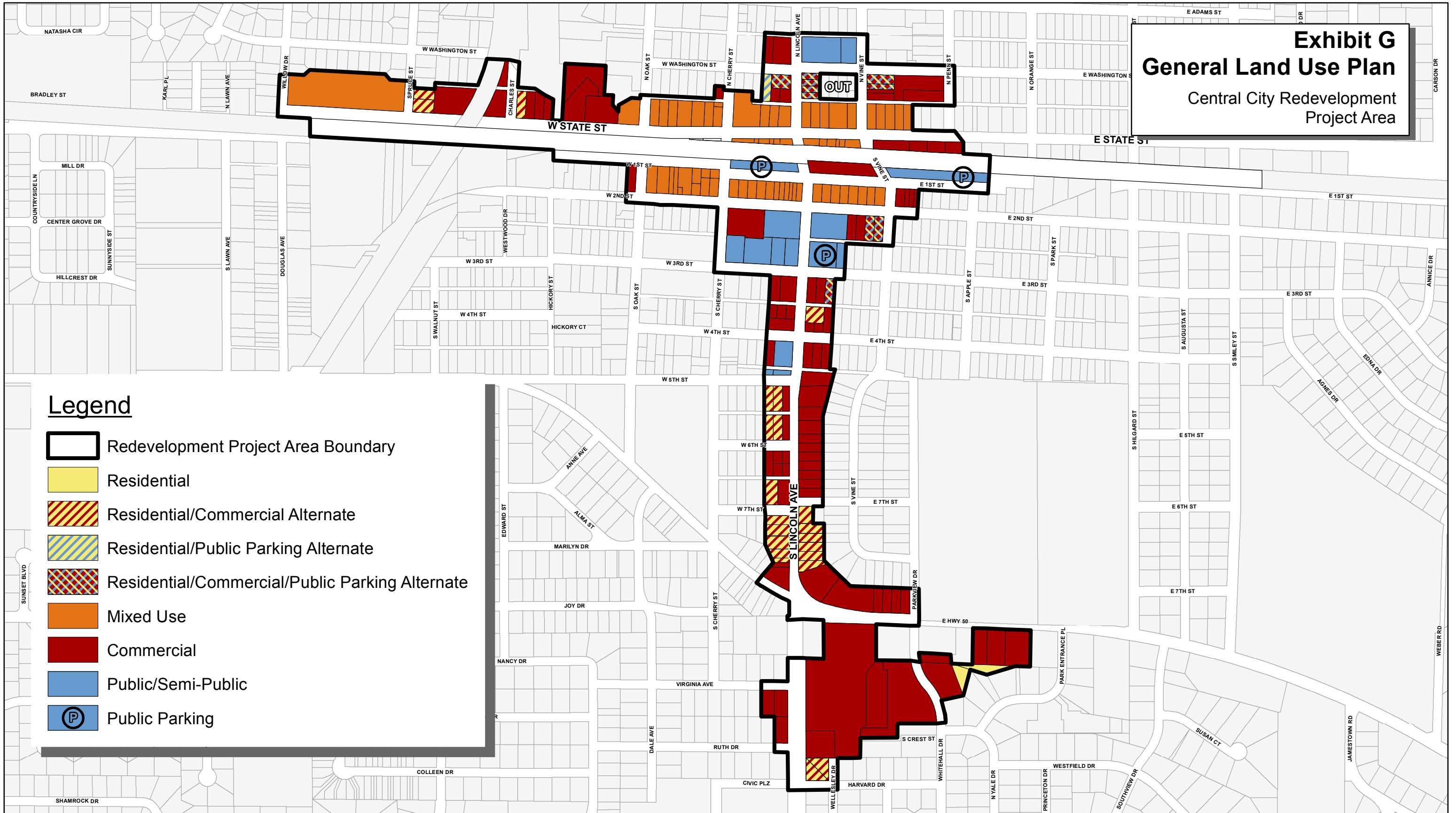
Also proposed is a "Mixed Use" category. This land use category envisions existing or future multi-story buildings with commercial, office or services uses on the first floor and residential, office or service uses on the upper floors. The goal with promoting this type of use is to encourage full use of existing multi-story buildings and to offer live/work lifestyle options in O'Fallon.

C. Objectives









The objectives of the Redevelopment Plan are:

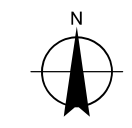
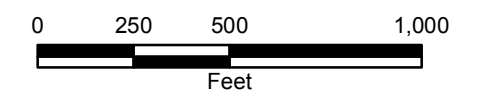
1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan.

Exhibit G General Land Use Plan Central City Redevelopment Project Area



Legend

-  Redevelopment Project Area Boundary
-  Residential
-  Residential/Commercial Alternate
-  Residential/Public Parking Alternate
-  Residential/Commercial/Public Parking Alternate
-  Mixed Use
-  Commercial
-  Public/Semi-Public
-  Public Parking



2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the Act.
5. Provide for safe and efficient traffic circulation within the Area.
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City has determined that it is appropriate to provide limited financial incentives for private investment within the Area. It has been determined, through redevelopment strategies previously utilized by the City and communications between property owners and prospective developers and the City, that tax increment financing constitutes a key component of leveraging private investment within the Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

- a. *Building repairs, renovation and retrofitting existing private buildings:* Improvements to existing private buildings is encouraged.
- b. *Demolition of existing buildings:* Demolition of existing buildings, particularly obsolete ones, is anticipated to advance private redevelopment projects.
- c. *Construction of private buildings:* Construction of new commercial and/or mixed use buildings is anticipated as part of private redevelopment projects.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment in the Area. These may include, but are not limited to, the following activities:

- a. *Land assembly and site preparation:* In order to facilitate redevelopment, it may be necessary for TIF to help finance land acquisition or to assist in the relocation of existing businesses, site preparation, building demolition, environmental remediation, and other steps to prepare sites for development.
- b. *Public works improvements:* Improvements to streets, alleys and sidewalks and installation of streetscape amenities such as landscaping, way finding signage, benches, trash receptacles, and other public space enhancements.
- c. *Marketing of properties and promoting development opportunities:* The City will help to promote the opportunities available for investment in the Area.
- d. *Public parking:* Construction of parking lots or structures to support future parking demand in the Project Area.
- e. *Other programs of financial assistance as may be provided by the City:* The Act defines eligible redevelopment project costs that are summarized in Section F below. The City's involvement with redevelopment activities may include all those authorized by the Act, as needed.

3. Land Assembly & Displacement Certificate:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Area may be acquired by the City or private parties, as necessary, to implement a specific public or private redevelopment project. Such property assembly may include the displacement of inhabited housing units located in the Area (see below).

Displacement Certificate:

Pursuant to Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, by adoption of this Redevelopment Plan by the City, the City hereby certifies that this Redevelopment Plan will not result in the displacement of more than nine (9) inhabited residential units. If, at some time in the future, a redevelopment project is proposed that will result in the displacement of ten (10) or more inhabited residential units,

the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

Relocation Assistance:

In the event that households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the Act, “low-income households”, “very low-income households” and “affordable housing” have the meanings set forth in the Illinois Affordable Housing Act.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit H**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include public financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in **Exhibit H**, subject to the definition of “redevelopment project costs” as contained in the Act, and any other costs that are eligible under said definition included in the “Contingency” line item. Itemized below is the statutory listing of “redevelopment project

costs” currently permitted by the Act. Note that some of the following narrative has been paraphrased (see full definitions in the Act).

Exhibit H
ESTIMATED REDEVELOPMENT PROJECT COSTS
 Central City Redevelopment Project Area
 City of O'Fallon, Illinois

Description	Estimated Cost
A. Public Works or Improvements <i>(Construction of streets, curb and gutters, utilities, and other public improvements)</i>	\$3,250,000
B. Property Assembly <i>(Acquisition of land and site preparation, including storm water detention)</i>	\$3,700,000
C. Building Rehabilitation/Retrofit	\$4,300,000
D. Relocation costs	\$200,000
E. Taxing District Capital Costs	\$100,000
F. Job Training	\$100,000
G. Interest Costs Incurred by Developers <i>(30% of interest costs)</i>	\$500,000
H. Planning, Legal & Professional Services	\$500,000
I. General Administration	\$200,000
J. Financing Costs	See Note 3
K. Contingency	\$1,300,000
Total Estimated Costs	\$14,150,000

Notes:

1. All costs shown are in 2015 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration of the Redevelopment Plan**, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:
 - a. There are limitations on contracts for certain professional services with respect to term, services, etc.
 - b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.
 - c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.
2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, real or personal or interest therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
3. **Costs of rehabilitation**, reconstruction or repair or remodeling of **existing public or private buildings, fixtures and leasehold improvements**; and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 of the Act unless either

- a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or
 - b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.
5. **Cost of job training and retraining projects**, including the cost of “welfare to work” programs implemented by businesses located within the Redevelopment Project Area.
 6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of “obligations” in the Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.
 7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project.
 8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).
 9. **Payments in lieu of taxes** (not common; see definition in Act).
 10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs:
 - a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and

- b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.
11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;
12. Unless explicitly stated in the Act, the cost of **construction of new privately owned buildings shall not be an eligible redevelopment project cost.**
13. **None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality.** For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment Project

Area; but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means
 - a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or
 - b. contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

SECTION V

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

Development projects proposed to be undertaken in implementing this Redevelopment Plan conform to the City of O'Fallon's 2006 Comprehensive Plan, which proposes mostly commercial uses for the Area, along with some office/service and institutional uses. A clarification made in this TIF Redevelopment Plan is that existing residential uses are envisioned to remain indefinitely, but if redeveloped, an alternate land use is recommended (e.g., commercial or public parking). The Redevelopment Plan also recommends a mixed use category which recognizes and further advances the Comprehensive Plan objective of preserving community character as it relates to downtown. This land use category envisions existing or future multi-story buildings in the downtown area with commercial, office or service uses on the first floor and residential, office or service uses on the upper floors. The goal with promoting this type of use is to encourage full use of existing multi-story buildings and to offer live/work lifestyle options in O'Fallon. In addition, all development in the Area will comply with applicable codes and ordinances.

B. Area, on the Whole, not Subject to Growth and Development

The Area, on the whole, has not been subject to growth and development through investment of private enterprise. Upon examination of equalized assessed valuation (EAV) data for the Area, the lack of investment is evident in the stagnant EAV growth (see **Exhibit I, EAV Trends (2008-2013)**). In aggregate, the Area grew in value by 5.9% between 2008 and 2013, or an annualized rate of 1.2%. However, this somewhat anemic growth rate is not representative of the Area as a whole. Seven of the 204 parcels of real estate in the Area accounted for 97% of the EAV growth. When taking these seven anomalies out of the equation, the EAV growth in the Area was only 0.04% annually.

The above evidence presented on property values shows that the Area, as a whole, lacks the level of private investment necessary to make a material difference in the quality of the urban environment in this part of the City. Significant additional private investment will be needed to achieve a level of revitalization that is sustainable.

Exhibit I
EAV Trends (2008-2013)
 Central City Redevelopment Project Area

	EAV 2008	EAV 2013	Change	Percent	Annual Percent Rate
Redevelopment Project Area	\$ 6,970,280	\$ 7,384,996	\$ 414,716	5.9%	1.2%
<i>Excluding top 7 parcels</i> ¹	\$ 6,093,774	\$ 6,105,921	\$ 12,147	0.2%	0.04%
CPI ²	215.303	232.957	17.654	8.2%	1.6%

¹ Excluding 7 parcels within the Area that existed in 2008 and had a gain in EAV of over \$45,000 between 2008 and 2013.

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics.

C. Would Not be Developed “but for” Tax Increment Financing

The City has found that the Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Area as provided in the Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private development and revitalization without the City’s commitment to provide such municipal financial assistance. Even with public financial assistance, redevelopment projects will be a challenge. Furthermore, the eligibility factors documented in this Plan contribute to the “but for” argument. These conditions discourage private investment and will likely worsen as buildings continue to age further. This was borne out in the City’s attempts to attract developer interest in redeveloping portions of the proposed TIF Area. The City is now working with a property owner in the downtown area who has purchased some real estate and is trying to redevelop it into a quality mixed use project with restaurant/food service on the first floor and offices for his expanding business enterprise on the upper floors. This developer is seeking to close a financial gap in order to move forward with the project. The City has also been approached by a developer having an interest in redeveloping Southview Plaza. However, the project cannot take place without financial assistance to help reduce property assembly, building demolition and site preparation costs.

D. Assessment of Financial Impact

The City finds that the Plan and Redevelopment Projects proposed by this 2014 Amendment will not place significant additional demands on facilities or services for any local taxing body. Currently, police and fire services and facilities appear to be adequate for the foreseeable future.

In addition, the City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Area is adopted.

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Area has been estimated by the City to be \$7,384,996. A table with **Parcel Identification Numbers and 2013 EAV** is located in the **Appendix** as **Attachment D**. This is accompanied by maps showing the location of the parcels within the Redevelopment Project Area. The County Clerk of St. Clair County will verify the base EAV for each parcel after adoption of the City ordinances approving the Redevelopment Plan and establishing the Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Area will increase the EAV of the Area by \$8 to \$10 million (2015 dollars) upon completion of the redevelopment projects.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or

other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made a part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for any other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will ensure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

ATTACHMENT A

**O'Fallon City Council Resolution No. 2014-47
Central City Redevelopment Project Area**

RESOLUTION 2014 - 47

**RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE
DESIGNATION OF A PORTION OF THE CITY OF O'FALLON AS A
REDEVELOPMENT PROJECT AREA
AND
TO INDUCE DEVELOPMENT INTEREST
WITHIN SUCH AREA**

(Proposed Central City TIF Redevelopment Project Area)

WHEREAS, the City of O'Fallon (the "City") is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, *65 ILCS 11-74.4-1, et seq.* (the "Act"), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to the Act, to implement tax increment financing (TIF), it is necessary for the City to adopt a redevelopment plan and redevelopment project, designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and

WHEREAS, the City desires to undertake a feasibility study to determine whether findings may be made with respect to an area of the City (referred to as the "Central City Redevelopment Project Area"), which may be designated as a redevelopment project area, to qualify the area as a blighted area as defined in the Act and applied to vacant land, and other research necessary to document the lack of growth and development through private enterprise; and

WHEREAS, the exact extent and boundaries of the redevelopment project area are not precisely defined at this time but the area being considered is generally delineated on **Exhibit A** attached hereto, and that the actual redevelopment project area to be established may contain more or less land than that shown on Exhibit A; and

WHEREAS, the City will be expending certain funds to determine eligibility of the proposed redevelopment project area and to prepare the required redevelopment plan if the City decides to implement tax increment financing for all or a portion of the proposed TIF area; and

WHEREAS, the City may expend other funds in furtherance of the objectives of the anticipated redevelopment plan; and

WHEREAS, it is the intent of the City to recover these expenditures from first proceeds of the TIF program, if established; and

WHEREAS, the City wishes to encourage developers and property owners to pursue plans for the redevelopment of the area and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the plan once adopted and subject to a redevelopment agreement between the City and the developers/property owners; and

WHEREAS, the purpose of the proposed redevelopment plan and project is to generate private investment in the targeted area, thereby eliminating or reducing blighted conditions and provides for the long-term sound growth of the community; and

WHEREAS, tax increment allocation financing utilizes the increase in real estate taxes (“tax increment”) resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment projects costs as provided for in the Act; and

WHEREAS, at this time, none of the purposes of the proposed redevelopment plan or proposed redevelopment project area is to result in the displacement of residents from ten (10) or more inhabited residential units within the area, the feasibility study is not required to include the preparation of any housing impact study as described in Section 11-74.4-4.1 (b) of the Act; and

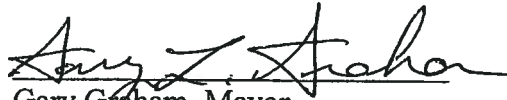
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of O’Fallon, Illinois as follows:

1. That the City Council has examined the proposed area and circumstances and at this time believes that it is reasonable to believe that a tax increment financing plan can be adopted for said area and expenditures of development costs in furtherance of the plan and potential development should be allowable project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the sense of the City at this time.


2. The person to contact for additional information about the proposed redevelopment project area and who should receive all comments and suggestions regarding the redevelopment of the area shall be:

Ted Shekell
Community Development Director
City of O’Fallon
255 South Lincoln Avenue
O’Fallon, IL 62269
Telephone: 618-624-4500 x 4

PASSED this 6th day of October 2014.


Gary Graham, Mayor

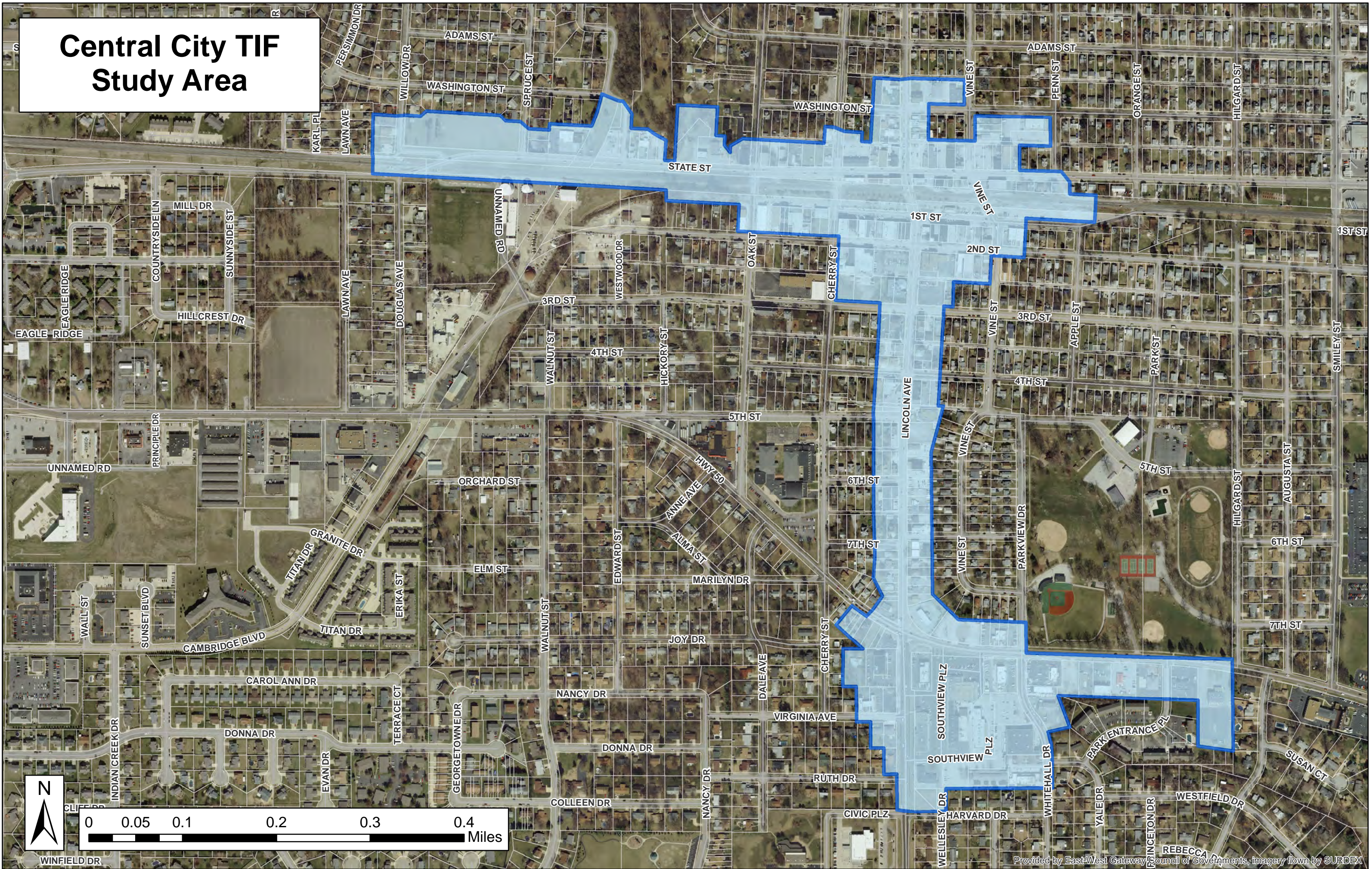
ATTEST:


Philip A. Goodwin, City Clerk



Attachment: Exhibit A - Proposed Central City TIF Redevelopment Project Area

Central City TIF Study Area



ATTACHMENT B

**Boundary Description
Central City Redevelopment Project Area**

Central City TIF Legal
RGB Surveying Project No. 15-0003

A tract of land being part of the Northeast Quarter of the Northwest Quarter in Section 30, part of the Northeast Quarter in Section 30, part of the Southeast Quarter of the Southeast Quarter in Section 30, part of the Northwest Quarter of the Northwest Quarter in Section 29, part of the Southwest Quarter of the Southwest Quarter in Section 29, part of the Northeast Quarter of the Northeast Quarter in Section 31, part of the Northwest Quarter of the Northwest Quarter in Section 32 all in Township 2 North, Range 7 West of the Third Principal Meridian, being entirely in the existing Corporate Limits of the City of O'Fallon, Illinois, and being more particularly described as follows:

Commencing at the Northeast corner of Lot 1 in "PRAIRIE LAWN" as shown on the plat thereof recorded in Plat Book "V" on page 44 in the Recorder of Deed's Office for St. Clair County, Illinois; thence Northerly, along the North prolongation of the East line of said "PRAIRIE LAWN", to a point of intersection with the South right of way line of the CSX (formerly B&O Southwestern) (100'w.) Railroad, said point being the Point of Beginning;

From said Point of Beginning; thence continuing Northerly, on said North prolongation of the East line of said "PRAIRIE LAWN", 100 feet to a point on the Southerly right of way line of the CSX (formerly B&O Southwestern) (100'w.) Railroad; thence Westerly on said North right of way line, 180.0 feet to a point on the West right of way line of Willow (50'w.) Drive as shown on the plat of "WESTBROOK" thereof recorded in Plat Book 58 on page 51 in said Recorder of Deed's Office, said point also being the Southeast corner of the "FOURTH ADDITION TO WESTBROOK" as shown on the plat thereof recorded in Plat Book 61 on page 57 in said Recorder of Deed's Office; thence Northerly on the East line of said "FOURTH ADDITION TO WESTBROOK", 229.6 feet to the Northeast corner of Lot 120 in said "FOURTH ADDITION TO WESTBROOK"; thence Easterly across said Willow (50'w.) Drive to the Northwest corner of Outlot A in aforementioned "WESTBROOK"; thence Easterly on the North line of said Outlot A, with a line that makes a clockwise angle of 90°00' with the East right of way line of said Willow (50'w.) Drive, 85.0 feet; thence Northeasterly with a line that makes a clockwise angle of 135°00' with the last described line, 42.42 feet; thence Easterly with a line that makes a counterclockwise angle of 135°00' with the last described line, 420.0 feet; thence Southeasterly with a line that makes a counterclockwise angle of 135°00' with the last described line, 42.42 feet; thence Easterly with a line that makes a clockwise angle of 135°00' with the last described line and its extension, 135.0 feet to a point on the East right of way line of Spruce (50'w.) Drive; thence Southerly on said East right of way line with a line that makes a clockwise angle of 270°00' with the last described line, 40.0' to the Southwest corner of Lot 3 in said "WESTBROOK"; thence Easterly with a line that makes a clockwise angle of 90°00' with the last described line, 115.0 feet to the Southeast corner of said Lot 3; ; thence Northerly on the East line of said Lot 3 with a line that makes a clockwise angle of 90°00' with the last described line, to a point on the Westerly prolongation of the South line of Lot 12 in "TIEDEMANN'S ADDITION to the TOWN of O'FALLON STATION" as shown on the plat thereof recorded in Plat Book "B" on page 36 in said Recorder of Deed's Office; thence Easterly on said prolongation and the South line of Lots 12, 13, 14, 15, and 16 in said "TIEDEMANN'S ADDITION to the TOWN of O'FALLON STATION", to a point on the West right of way line of the Belleville and O'Fallon (100'w.) Railroad; thence Northeasterly on said West right of way line with a curve to the left having a radius of 996.11 feet, to a point on the South right of way line of W. Washington (60'w.) Street, said point also being the Northeast corner of Lot 16 in "TIEDEMANN'S ADDITION to the TOWN of O'FALLON STATION"; thence Easterly on the East prolongation of said South right of way line of W. Washington (60'w.) Street and its extension to a point on the East right of way line of Charles (60'w.) Street; thence Southerly on said East right of way line of Charles (60'w.) Street, to the Southwest corner of Lot 18 in said "TIEDEMANN'S ADDITION to the TOWN of O'FALLON STATION";

thence Easterly on the South line of said Lot 18, a distance of 90.5 feet to the Southeast corner of said Lot 18; thence Southeasterly with a curve to the left having a radius of 540.16 feet, to the Northeast corner of Lot 1 in said TIEDEMANN'S ADDITION to the TOWN of O'FALLON STATION"; thence Southerly on the East line of said Lot 1, to a point on the North right of way line of W. State (66'w.) Street; thence Easterly on said North right of way line, 59.5 feet to the Southwest corner of Lot 19 in the Northeast Quarter of Section 30 as shown on the plat thereof recorded in Book of Assessors Plats North 2 on page 22 in said Recorder of Deed's Office; thence Northerly on the West line of said Lot 19, a distance of 321.8 feet, more or less, to a point on the Westerly prolongation of the North line of Lot 1 in "NORTH O'FALLON" as shown on the plat thereof recorded in Book of Deeds "J-2" on page 558 in said Recorder of Deed's Office; thence Easterly on said Westerly prolongation and the North line of Lots 1, 2, and 3 in said "NORTH O'FALLON", 225 feet to the Northeast corner of said Lot 3 in "NORTH O'FALLON", said point also being on the West line of "WILLIAMSBURG SQUARE" as shown on the plat thereof recorded in Plat Book 63 on page 118 in said Recorder of Deed's Office; thence Southerly on said West line of "WILLIAMSBURG SQUARE", 160.7 feet to a corner of Lot 2 in said "WILLIAMSBURG SQUARE", said corner also being on the centerline of a 20'w. alley abandoned by City ordinance as recorded in Deed Book 1889 on page 385 in said Recorder of Deed's Office; thence Easterly on the perimeter of said Lot 2 with a line that makes a clockwise angle of 89°51' with the last described line, 50.0 feet; thence Southerly on said perimeter of Lot 2, with a line that makes a clockwise angle of 270°10' with the last described line, 51.80 feet; thence Southeasterly and leaving said perimeter with a line that makes a clockwise angle of 139°19'32" with the last described line, 52.5 feet; more or less, to a point on the West line of Lot 1 in said "WILLIAMSBURG SQUARE"; thence Northerly on said perimeter of Lot 1 with a line that makes a clockwise angle of 40°40'28" with the last described line, 38.48 feet; thence Northeasterly on said perimeter of Lot 1 with a line that makes a counterclockwise angle of 123°30'15" with the last described line, 78.71 feet, more or less, to the Northwest corner of Lot 38 in said "NORTH O'FALLON"; thence continuing Easterly on said perimeter of Lot 1 and the North line of said Lot 36, a distance of 50.0 feet to a point on the West right of way line of N. Oak (60'w.) Street; thence Northerly on said West right of way line, 20 feet, more or less, to a point on the Westerly prolongation of the South line of Lot 8 in said "NORTH O'FALLON"; thence Easterly on said prolongation and the South line of Lots 8 thru 14 in said "NORTH O'FALLON", 410 feet, more or less, to the Southwest corner of Lot 15 in "NORTH O'FALLON"; thence Northerly on the West line of said Lot 15, a distance of 70 feet to the Northwest corner of a tract of land conveyed to William and Patricia Donato as recorded in Deed Book 2504 on page 1061 in said Recorder of Deed's Office; thence Easterly on the North line of said Donato tract of land, 50 feet to a point on the West right of way line of N. Cherry (60'w.) Street; thence Southerly on said West right of way line, 20 feet, more or less, to a point on the Westerly prolongation of a line which is 50 feet North of and parallel with the South line of Lot 16 in said "NORTH O'FALLON"; thence Easterly on said prolongation and a line which is 50 feet North of and parallel with the South line of Lots 16 and 17 in said "NORTH O'FALLON", 160 feet, more or less, to a point on the East line of said Lot 17; thence Southerly on said East line, 50 feet to the Southeast corner of said Lot 17; thence Easterly on the South line of Lot 18 in said "NORTH O'FALLON", 50 feet, more or less, to the Southeast corner of said Lot 18; thence Northerly on the East line of said Lot 18, a distance of 150 feet, more or less, to the Northeast corner of said Lot 18; thence Northerly across W. Washington (60'w.) Street, 60 feet, more or less, to the Southwest corner of Lot 63 in "MACE'S FIRST ADDITION" as shown on the plat thereof recorded in Plat Book "A" on page 180 in said Recorder of Deed's Office; thence Northerly on the West line of said Lots 63, 62, 61, and a 20'w. alley, 170 feet, more or less, to the Southwest corner of Lot 66 in "MACE'S SECOND ADDITION" as shown on the plat thereof recorded in Plat Book "B" on page 53 in said Recorder of Deed's Office; thence Easterly on the South line of Lots 66, 65, and 64 in said "MACE'S SECOND ADDITION", 145.15 feet, more or less, to a point on the West right of way line of N. Lincoln (60'w.) Avenue; thence Easterly across N. Lincoln (60'w.) Avenue, 60 feet, more or less, to the Southwest corner of Lot 13 in "BOND'S SECOND ADDITION" as shown on the plat thereof recorded in Plat Book "A" on page

112 in said Recorder of Deed's Office; thence Easterly on the South line of Lots 13 thru 18 in said "BOND'S SECOND ADDITION" and its prolongation across N. Vine (60'w.) Street, 360 feet, more or less, to a point on the East right of way line of said N. Vine (60'w.) Street; thence Southerly on said East right of way line, 160 feet, more or less, to a point where said right of way line intersects with the North right of way line of E. Washington (60'w.) Street, said point also being the Southwest corner of Lot 6 in "FUNK'S ASSESSMENT PLAT" as shown on the plat thereof recorded in Plat Book 47 on page 68 in said Recorder of Deed's Office; thence Easterly on the South line of Lot 6 and Lot 17 in said "FUNK'S ASSESSMENT PLAT" and its prolongation across N. Penn (60'w.) Street, 482 feet, more or less, to a point on the East right of way line of said N. Penn (60'w.) Street, said point also being the Southwest corner of Lot 75 in "PENN'S ADDITION" as shown on the plat thereof recorded in Book of Deeds "G" on page 1 in said Recorder of Deed's Office; thence Southerly on said East right of way line, across E. Washington (60'w.) Street, the West line of Lot 90 in said "PENN'S ADDITION", and across a 20'w. alley, 220 feet, more or less, to the Northwest corner of Lot 95 in said "PENN'S ADDITION"; thence Westerly across N. Penn (60'w.) Street and on the North line of Lots 94, 93, and 92 in said "PENN'S ADDITION", 232 feet, more or less to the Northwest corner of said Lot 92; thence Southerly on the West line of said Lot 92, a distance of 142 feet, more or less, to a point on the North right of way line of E. State (60'w.) Street, said point also being the Southwest corner of said Lot 92; thence Easterly on said North right of way line on the South line of said Lots 92 thru 94 and across said N. Penn (60'w.) Street, 232 feet, more or less, to the Southwest corner of said Lot 92; thence Southeasterly across E. State (60'w.) Street, to the Northeast corner of Lot 3 in "M BERNHARD'S SUBDIVISION of BLOCK B in the TOWN OF O'FALLON" as shown on the plat thereof recorded in Plat Book "C" on page 63 in said Recorder of Deed's Office; thence on the West line of said Lot 3, a distance of 65 feet, more or less, to a point on the North right of way line of the CSX (formerly B&O Southwestern) (100'w.) Railroad, said point also being the Southeast corner of said Lot 3; thence Easterly on said North right of way line, to point of intersection with the Northerly prolongation of the East line of a tract of land conveyed to the City of O'Fallon in Deed Book 3223 on page 722 as recorded in said Recorder of Deed's Office; thence Southerly across said CSX (formerly B&O Southwestern) (100'w.) Railroad, said East line of City of O'Fallon tract of land, and across E. First (60'w.) Street, 208.41 feet, more or less, to a point on the South right of way line of said E. First (60'w.) Street, said point also being the Northeast corner of Lot 40 in Block 6 of the "ORIGINAL TOWN of O'FALLON" as shown on the plat thereof recorded in Book of Deeds "I-2" on page 564 in said Recorder of Deed's Office; thence Westerly on the North line of said Lot 49, across S. Apple (60'w.) Street, on the North line of Lots 39, 38, 37, 36, 35, and the East Half of 34 all in Block 5 in said "ORIGINAL TOWN of O'FALLON", 385 feet, more or less, to the Northeast corner of a tract of land conveyed to John Hillesheim in Document No. A01807844 as recorded in said Recorder of Deed's Office; thence Southerly on the East line of said Hillesheim tract of land and across E. Second (60'w.) Street, 160 feet to a point on the South right of way line of said E. Second (60'w.) Street; thence Westerly on said South right of way line, 125 feet, more or less, to the Northwest corner of Lot 59 in Block 8 in said "ORIGINAL TOWN of O'FALLON"; thence Southerly on the West line of said Lot 59 and across a 20'w. alley, 160 feet, more or less, to the to the Northwest corner of Lot 99 in Block 8 in said "ORIGINAL TOWN of O'FALLON"; thence Westerly across S. Vine (60'w.) Street and the North line of Lots 98, 97, 96, and 95 in Block 9 in said "ORIGINAL TOWN of O'FALLON", 260 feet, more or less, to the Northwest corner of said Lot 95; thence Southerly on the West line of said Lot 95 and across E. Third (60'w.) Street, 200 feet, more or less, to the Northeast corner of Lot 131 in Block 15 in said "ORIGINAL TOWN of O'FALLON"; thence Westerly on the North line of said Lot 131, a distance of 50 feet, more or less, to the Northwest corner of said Lot 131; Thence Southerly on the West line of said Lot 131, across a 20'w. alley, on the West line of Lot 138 in said Block 15, across E. Fourth (60'w.) Street, and on the West line of Lot 161 in Block 16 in said "ORIGINAL TOWN of O'FALLON", 500 feet, more or less, to the Southwest corner of said Lot 161; thence Southeasterly across a 20'w. alley, to the Northeast corner of Lot 1 in Block 1 in "LINCOLN HEIGHTS" as shown on the plat thereof recorded in Plat Book 27 on page 6 in said Recorder of Deed's Office;

thence Southwesterly on the Southeast line of Lots 1, 3, 5, and 7 in Block 1 in said "LINCOLN HEIGHTS", 250.8 feet to the Southeast corner of said Lot 7; thence Southerly on the East line of Lots 9, 11, 13, 15, 17, 19, 21, 23, and 25 in Block 1 in said "LINCOLN HEIGHTS" and across E. Seventh (50'w.) Street, 500 feet to the Northeast corner of Lot 1 in Block 3 in "LINCOLN HEIGHTS"; thence Westerly on the North line of said Lot 1 in Block 3, a distance of 60 feet, more or less, to a point; thence Southerly and parallel to the East line of said Lot 1 in Block 3, a distance of 95 feet, more or less, to a point which is 5 feet perpendicular from the South line of Lot 3 in Block 3 of said "LINCOLN HEIGHTS"; thence Easterly parallel to and 5 feet perpendicular from said South line of Lot 3 in Block 3, a distance of 60 feet, more or less, to a point on the East line of said Lot 3 in Block 3; thence Southerly on said East line of said Lot 3 and the East line of Lots 5, 7, 9, and 11 all in Block 3 of said "LINCOLN HEIGHTS", 205 feet, more or less, to the Southeast corner of said Lot 11 in Block 3; thence Southeasterly on the Northeast line of Lots 13, 15, 17, and 19 all in Block 3 of said "LINCOLN HEIGHTS", 198.8 feet, more or less, to the Northeast corner of said Lot 19 in Block 3; thence Easterly on the North line of Lots 20, 21, 23, 25, 27, 29, and 31 all in Block 3 of said "LINCOLN HEIGHTS" and across Parkview (50'w.) Drive, 380.85 feet, more or less, to a point on the East right of way line of Parkview (50'w.) Drive; thence Southerly on said East right of way line and across FAU Rte 9166 (Formerly U.S. Route 50) (66'w.) Highway, 206.12 feet, more or less, to the South right of way line of said FAU Rte 9166 (Formerly U.S. Route 50) (66'w.) Highway; thence Westerly on said South right of way line, across Whitehall (50'w.) Drive and on the North line of Lot 1 in "SOUTHVIEW PLAZA COMMERCIAL CENTER" as shown on the plat thereof recorded in Document No. A02096249 in said Recorder of Deed's Office, 237.39, more or less, to the Northwest corner of said Lot 1; thence Southerly on the West line of said Lot 1, a distance of 200.05 feet to the Southwest corner of said Lot 1; thence Easterly on the South line of said Lot 1, a distance of 192.02 feet to the Southeast corner of said Lot 1, said point also being on the West right of way line of Whitehall (50'w.) Drive; thence Easterly across Whitehall (50'w.) Drive, 50 feet, more or less, to the Southwest corner of Lot "A" in "SOUTHVIEW GARDENS ANNEX" as shown on the plat thereof recorded in Plat Book 58 on page 81 in said Recorder of Deed's Office; thence Northerly with a curve to the right having a radius of 336.1 feet, 55.0 feet to the Northwest corner of said Lot "A"; thence Easterly on the North line of said Lot "A", 175.0 feet to the Northeast corner of said Lot "A"; thence Southerly on the East line of said Lot "A", 50.0 feet to the Southwest corner of said Lot "A", said point also being the Southwest corner of Lot 2 in "WHITEHALL CENTER" conveyed to MJR MBR O'Fallon IL Property, LLC as recorded in Document No. A02411913 in said Recorder of Deed's Office; thence Easterly on the South line of said Lot 2 in "WHITEHALL CENTER", 122.85 feet, more or less, to the Southeast corner of said Lot 2; thence Northerly on the East line of said Lot 2, a distance of 200.0 feet, to the South right of way line of Old U.S. Route 50 (66'w.) Highway; thence Easterly on said South right of way line, 319.6 feet, more or less, to the Northwest corner of Lot "C" in said "SOUTHVIEW GARDENS ANNEX"; thence Southerly on the West line of said Lot "C", 200.0 feet to the Southwest corner of said Lot "C"; thence Westerly on the South line of said Lot "C", 74.5 feet, more or less, to the Northeast corner of a tract of land conveyed to Magna Trust Co., Trust #01-90-W077-00 as recorded in Deed Book 2896 on page 343 in said Recorder of Deed's Office; thence Southwesterly with a line that makes a clockwise angle of 158°22'21" with the last described line, 180.38 feet; thence Northwesterly with a line that makes a counterclockwise angle of 139°56'12" with the last described line, 94.29 feet, more or less, to the most Northern corner of Lot 35 in said "SOUTHVIEW GARDENS ANNEX"; thence Southwesterly with a line that makes a clockwise angle of 83°54'21" with the last described line, 142.15 feet, more or less, to the Northeast corner of Lot 39 in said "SOUTHVIEW GARDENS ANNEX"; thence Southwesterly on the Northwest line of said Lot 39, a distance of 126.0 feet, more or less, to the Northwest corner of said Lot 39, said point also being on the East right of way line of Whitehall (50'w.) Drive; thence Southerly on said East right of way line with a curve to the right having a radius of 339.13 feet, 144.7 feet, more or less to a point of tangency; thence continuing on said East right of way line to where said line intersects with the Easterly prolongation of the South line of Lot 3 in aforementioned "SOUTHVIEW PLAZA COMMERCIAL CENTER"; thence

Westerly on said prolongation and the South line of said Lot 3, a distance of 257.00 feet; thence Southwesterly on said South line, 9.49 feet; thence Southerly on said South line, 74.83 feet; thence Westerly on said South line, 206.42 feet to the Southwest corner of said Lot 3, said corner also being the Northwest corner of a tract of land conveyed to Barbara Keck as recorded in Deed Book 2969 on page 1731 in said Recorder of Deed's Office; thence Southerly on the West line of said Barbara Keck tract of land and the West line of a tract of land conveyed to H P Partners, LLC as recorded in Document No. A02404437 in said Recorder of Deed's Office, 110.0 feet, more or less, to a point on the North line of Lot 141 in "SOUTHVIEW GARDENS FOURTH ADDITION" as shown on the plat thereof recorded in Plat Book 58 on page 63 in said Recorder of Deed's Office; thence Westerly on the North line of Lot 141 and Lot 142 in said "SOUTHVIEW GARDENS FOURTH ADDITION", to the Northwest corner of said Lot 142; thence Southerly on the West line of said Lot 142 and across Harvard (50'w.) Drive, 175.00 feet to the Northwest corner of Lot 109 in "SOUTHVIEW GARDENS THIRD ADDITION" as shown on the plat thereof recorded in Plat Book 56 on page 42 in said Recorder of Deed's Office; thence Westerly across Wellesley (50'w.) Drive, the North line of Lot 100 in said "SOUTHVIEW GARDENS THIRD ADDITION" and its Westerly prolongation across S. Lincoln (100'w.) Avenue, 275 feet, more or less, to a point on the West right of way line of said S. Lincoln (100'w.) Avenue; thence Northerly on said West right of way line, to a point where said West right of way line intersects with the South right of way line of Ruth (50'w.) Drive; thence Westerly on said West right of way line 73.5 feet to the Northwest corner of Lot 53 in "ASBURY PARK" as shown on the plat thereof recorded in Plat Book 52 on page 14 in said Recorder of Deed's Office; thence Northerly across Ruth (50'w.) Drive and on the West line of Lot 28 in said "ASBURY PARK", 197.25 feet to the Southeast corner of Lot 26 in said "ASBURY PARK"; thence Westerly on the South line of said Lot 26, a distance of 73.5 feet to the Southwest corner of said Lot 26; thence Northerly on the West line of said Lot 26 and its prolongation across Virginia (50'w.) Avenue, 197.25 feet to the North right of way line of said Virginia (50'w.) Avenue; thence Easterly on said North right of way line, 147.0 feet to the West right of way line of S. Lincoln (100'w.) Avenue; thence Northerly on said West right of way line, to a point where said West right of way line intersects with the West prolongation of the South line of two tracts of land conveyed to the Bank of O'Fallon as recorded in Deed Book 1636 on page 198 and Deed Book 3351 on page 2177 in said Recorder of Deed's Office; thence Easterly on said prolongation and the South line of said Bank of O'Fallon tracts of land, 200 feet, more or less, to the Southeast corner of said Bank of O'Fallon tract of land; thence Northerly on the East line of said Bank of O'Fallon tract of land, 215 feet to the Northeast corner of said Bank of O'Fallon tract of land; thence Westerly on the North line of said Bank of O'Fallon tract of land and its Westerly prolongation, 200 feet, more or less, to a point on the West right of way line of S. Lincoln Avenue; ; thence Northerly on said West right of way line, to a point on the South line of Lot 8 in Block 2 of "SUNSET TERRACE" as shown on the plat thereof recorded in Plat Book 29 on page 58 in said Recorder of Deed's Office; thence Easterly on said South line, to the Southeast corner of said Lot 8; thence Northerly on the East line of said Lot 8, a distance of 77.5 feet to a point of curve; thence Northwesterly with a curve to the left having a radius of 20 feet to a point being on the Southwest right of way line of FAU Rte 9166 (Formerly U.S. Route 50) (50'w.) Highway; thence Northwesterly on said Southwest right of way line with a curve to the right, on the Northeast line of Lots 8, 7, 6, and 5 in said Block 2 of "SUNSET TERRACE", to a point where said Southwest right of way line intersects with the Southwesterly prolongation of the Northwest line of Lot 10 in Block 1 of said "SUNSET TERRACE"; thence Northeasterly on said prolongation and said Northwest line, 144.4 feet, more or less, to the Northwest corner of said Lot 10; thence Northwesterly on the Southwest line of Lots 9 and 8 in Block 1 of said "SUNSET TERRACE", 109.7 feet to the Northwest corner of said Lot 8 in Block 1; thence Northerly on the West line of Lots 7, 6, and 5 in Block 1 of said "SUNSET TERRACE", 160.0 feet to the Northwest corner of Lot 5 in said Block 1, said corner also being on the South right of way line of W. Seventh (60'w.) Street; thence Northerly across said W. Seventh (60'w.) Street, 60 feet, more or less, to the Southwest corner of Lot 30 in Block 3 of "ATKINSON'S 2ND ADDITION" as shown on the plat thereof recorded in Plat Book "K" on page 41 in said Recorder of Deed's Office; thence

Northerly on the West line of said Lot 30, across a 20'w. alley, on the West line of Lot 19 in said Block 3, across W. Sixth (60'w.) Street, on the west line of Lot 14 in Block 1 of ATKINSON'S ADDITION" as shown on the plat thereof recorded in Plat Book "I" on page 23 in said Recorder of Deed's Office, across a 20'w. alley, and on the West line of Lot 3 in said Block 1, a distance of 660 feet to the Northwest corner of said Lot 3; thence Northerly across W. Fifth (60'w.) Street, to the Southwest corner of a tract of land conveyed to the City of O'Fallon as recorded in Deed Book 1118 on page 331 in said Recorder of Deed's Office and being part of Lot C in "FELDMANN'S & HOFFMANN'S ADDITION" as shown on the plat thereof recorded in Plat Book "A" on page 157 in said Recorder of Deed's Office; thence Northerly on the West line of said City of O'Fallon tract of land, 32.5 feet, more or less, to the Northwest corner of said City of O'Fallon tract of land; thence Northerly across a 20' w. Alley, 20 feet, more or less, to the Southwest corner of Lot 15 in said "FELDMANN'S & HOFFMANN'S ADDITION"; thence Northerly on the West line of said Lot 15, across W. Fourth (60'w.) Street, on the West line of Lot 10 in said "FELDMANN'S & HOFFMANN'S ADDITION", across a 20' w. Alley, on the West line of Lot 3 in said "FELDMANN'S & HOFFMANN'S ADDITION", 500 feet, more or less, to the Northwest corner of said Lot 3, said point also being on the South right of way line of W. Third (60'w.) Street; thence Westerly on said South right of way line and on the North line of Lots 4, 5, 6, and across Lot B in said "FELDMANN'S & HOFFMANN'S ADDITION", across Block G in "DEPPE ADDITION" as shown on the plat thereof recorded in Plat Book "A" on page 151 in said Recorder of Deed's Office, and across Cherry (60'w.) Street, 308.2 feet, more or less, to a point on the West right of way line of said Cherry (60'w.) Street, said point also being the Northeast corner of Lot 1 in said "DEPPE ADDITION"; thence Northerly on said West right of way line, across W. Third (60'w.) Street, on the East line of Block I in "PART of DEPPE ADDITION" as shown on the plat thereof recorded in Plat Book "A" on page 231 in said Recorder of Deed's Office, on the East line of Part of Block G Reserved in the aforementioned "ORIGINAL TOWN of O'FALLON", across a 20' w. Alley, and on the East line of Lot 76 in Block 11 of said "ORIGINAL TOWN of O'FALLON", 360 feet, more or less, to the Northeast corner of said Lot 76, said point also being on the South right of way line of W. Second (60'w.) Street; thence Westerly on the North line of Lots 76 thru 83 in Block 11 of said "ORIGINAL TOWN of O'FALLON", across S. Oak (60'w.) Street, and on the North Line of Lot 84 in Block 12 of said "ORIGINAL TOWN of O'FALLON", a distance of 510 feet, more or less, to the Northwest corner of said Lot 84; thence Northerly across W. Second (60'w.) Street and on the West line of Lot 7 in Block 1 in said "ORIGINAL TOWN of O'FALLON", 210 feet, more or less, to the Northwest corner of said Lot 7; thence Westerly on the North line of Lots 6, 5, 4, 3, 2, and 1 in Block 1 and the North line of Block H Reserved all in said "ORIGINAL TOWN of O'FALLON", to the Northwest corner of said Block H Reserved in "ORIGINAL TOWN of O'FALLON", said point also being on the East line of a tract of land conveyed to the City of O'Fallon as recorded in Document No. A01783176 in said Recorder of Deed's Office; thence Northerly on said East line, 58.1 feet, more or less, to the Northeast corner of said City of O'Fallon tract of land, said corner also being on the South right of way line of the CSX (formerly B&O Southwestern) (100'w.) Railroad; thence Westerly on said South right of way line, to the Point of Beginning.

Less and excepting Lots 3 thru 6 in "BOND'S SECOND ADDITION" as shown on the plat thereof recorded in Plat Book "A" on page 112 in said Recorder of Deed's Office;

ATTACHMENT C
Existing Conditions Photos

PHOTOGRAPHS OF EXISTING CONDITIONS

Central City Redevelopment Project Area

O'Fallon, Illinois

On October 13th-15th, 2014 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the Central City Redevelopment Project Area (the "Area"). The following pages contain a series of photographs taken on these dates, which PGAV PLANNERS believes to be representative of the exterior conditions of the Area.

Deterioration (Structures)

The following pages contain pictures of structures exhibiting structural deterioration.



Above: The rear of the eastern building located at Southview Plaza is in need of tuck-pointing.



Above: Water damage to the rear of the eastern building at Southview Plaza.



Above: A missing downspout at Southview Plaza.

Deterioration (Structures) (cont'd)



Left: Significant voids on mortar joints on the rear wall of this building in Southview Plaza.



Right: The concrete block columns at Southview Plaza are dislodged.



Left & Right: Deteriorated shingles on a building at Southview Plaza.



Left: The wood trim at 318 E. Highway 50 is rotted.



Right: The shingles on 310 E. Highway 50 are in need of replacement.

Deterioration (Structures) (cont'd)



Above: Sagging gutters on 510 S. Lincoln Avenue.



Above: the brick wall located at 502 S. Lincoln Avenue is in need of tuck-pointing.



Above: Rotted wood siding on 304 S. Lincoln Avenue.

Below: Deteriorated asphalt siding on 304 S. Lincoln Avenue.



Left: 119 E. Second Street has deteriorated shingles, siding, windows and chimney.



Right: A deteriorated brick wall located at 127 E. First Street.

Deterioration (Structures) (cont'd)



Left: The rear brick wall on 127 E. First Street is bowing outward.



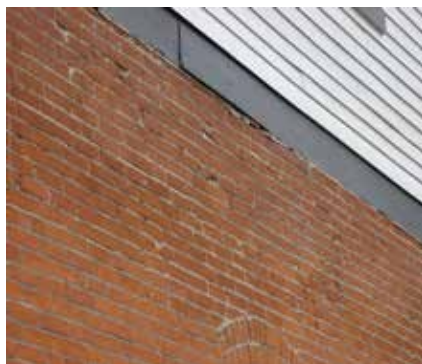
Right: 113 E. First Street is in need of tuck-pointing.



Right: 133 W. First Street has boarded up windows and is in need of tuck-pointing.



Above & Right: Sections of 111 W. Second are in need of tuck-pointing.



Above: Sections of 104 S. Cherry are in need of tuck-pointing and are deteriorated.

Deterioration (Structures) (cont'd)



Left: The rear wall at 101 W. First Street is deteriorated.

Right: A deteriorated brick wall at 226 W. State Street.



Left: A rotted wood column on the front porch of 202 W. State Street.

Right: The brick wall at 102 W. State Street is in need of tuck-pointing.



Left: Rust and algae on the enclosed soffit at 109 N. Penn Street.

Right: The brick walls at 220 E. State Street are in need of tuck-pointing.



Deterioration (Structures) (cont'd)



Above: The brick wall at 2 S. Lincoln Avenue is deteriorated.



Above: Another example of the deteriorated brick wall at 2 S. Lincoln.



Above: Rotted wood siding at 126 E. State Street.

Below: Rotted wood siding at 112 N. Lincoln Avenue.



Below: The wood siding and window frame at 112 N. Lincoln Avenue are deteriorated.



Below: 118 E. Washington Street is in need of tuck-pointing.



Left: The chimney on 229 E. State Street is deteriorated.

Right: Deteriorated siding at 301 E. State Street.



Deterioration (Site Improvements)

The following pages contain pictures of deteriorated site improvements.



Left: A deteriorated rear parking lot located at Southview Plaza.



Right: A deteriorated rear loading area located at Southview Plaza.



Left: The parking lot at 101 Virginia has severe alligator cracking.

Deterioration (Site Improvements) (cont'd)

Right: A deteriorated wood fence located at 720 South Lincoln Highway.



Right: The sidewalk at 714 S. Lincoln Avenue is deteriorated.



Below: The parking lot at 31 S. Lincoln Avenue is deteriorated.



Left: A deteriorated shed and fence located at 210 W. State Street.

Below: A deteriorated gravel driveway located at 708 S. Lincoln



Above: A deteriorated parking lot located at 117 N. Lincoln Avenue. Note: un-screened dumpsters.

Left: A deteriorated front parking lot at 102 W. Washington Street.



Deterioration (Right-of-Way)

The following pages contain pictures of deterioration in public right-of-way (Sidewalk, street pavement and/or curb and gutters).



Left: Deteriorated curbing along Lincoln Avenue. Note: standing water due to inadequate storm drainage.



Right: A deteriorated handicap ramp located at the intersection of Lincoln and Third.



Left: The intersection of W. Fifth Street and Lincoln Avenue has deteriorated pavement and standing water due to inadequate storm drainage.



Right: A deteriorated sidewalk along Lincoln Avenue.



Left: A deteriorated alleyway running between Lincoln Avenue and Cherry Street.



Right: Deteriorated curbing along S. Lincoln Avenue.

Deterioration (Right-of-Way) (cont'd)



Left & Right:
The pavement of
Whitehall Road is
deteriorated.



Left: Deteriorated
pavements on W.
First Street.



Right: Deteriorat-
ed curbing along
W. Second Street



Left: The concrete
pavement along E.
Second Street has
severe cracking.



Right: E Wash-
ington Street has
deteriorated pave-
ment and gutters.

Deterioration (Right-of-Way) (cont'd)



Left: The pavement along N. Cherry Street is deteriorated.



Right: This alley running between Lincoln Avenue and Cherry Street is deteriorated.

Deleterious Land Use or Layout

The following pages contain pictures depicting incompatible land use relationships.



Left & Right: un-screened dumpsters, trash and a trailer located at Southview Plaza.



Left: An un-screened dumpster, and shipping pallets behind 60 Whitehall Drive.



Right: An un-screened dumpster behind 110 E. Highway 50.

Deleterious Land Use or Layout (cont'd)



Left: Trailers, abandoned vehicles and debris stored on 510 S. Lincoln.



Right: An un-screened dumpster behind 502 S. Lincoln Avenue.



Left: An un-screened dumpster behind 400 S. Lincoln Avenue.



Right: Trailers, tires and other equipment on 107 W. Sixth Street.



Left: An un-screened dumpster behind 113 E. First Street.



Right: An un-screened dumpster behind 125 W. First Street.

Deleterious Land Use or Layout (cont'd)



Left: An un-screened dumpster behind 102 W. State Street.

Excessive Coverage

The following pages contain pictures of parcels of inadequate size or shape for their current uses.



Left: The entire lot for 510 S. Lincoln is covered in parking lot. Note: drivers must back out onto S. Lincoln Avenue.



Right: The entire lot at 502 S. Lincoln Avenue is covered with a parking lot.



Left: The entire lot for 114 N. Cherry has been paved.



Right: 307 S. Lincoln has a parking lot that requires drivers to back out onto the street.

Excessive Coverage (cont'd)



Left: The entire lot for 403 S. Lincoln has been paved.



Right: 101 W. Fifth Street has a parking lot that requires drivers to back out onto the street.



Left: 633 S. Lincoln is a residential conversion, including a former garage converted to a hair salon.



Right: The entire lot for 102 S. Vine has been paved.

ATTACHMENT D

**Parcel Identification Numbers,
Property Owner and 2013 EAV**

Property Identification Number (PIN) List & 2013 EAV
Central City Redevelopment Project Area
City of O'Fallon, Illinois

Locator No.	Parcel ID No. (PIN)	2013 EAV
1	04300207013	\$ 23,985
2	04300208004	\$ 25,770
3	04300208005	\$ 29,892
4	04300208019	\$ 123,700
5	04300501012	\$ -
6	04300209001	\$ 10,630
7	04300210001	\$ 43,126
8	04300210002	\$ 29,682
9	04300210003	\$ 6,280
10	04300210004	\$ 5,350
11	04300500002	\$ -
12	04300223030	\$ 5,352
13	04300223037	\$ 8,820
14	04300223038	\$ 63,631
15	04300223036	\$ 88,278
16	04300224010	\$ 91,361
17	04300224011	\$ 3,405
18	04300224012	\$ 53,483
19	04300224022	\$ 47,251
20	04300224021	\$ 4,608
21	04300224017	\$ 3,138
22	04300224023	\$ 1,352
23	04300224024	\$ 22,393
24	04300224009	\$ 20,490
25	04300401001	\$ 428
26	04300401002	\$ 919
27	04300222020	\$ 7,083
28	04300222023	\$ 79,617
29	04300225006	\$ 3,517
30	04300225008	\$ 30,724
31	04300225009	\$ 1,302
32	04300225010	\$ 21,224
33	04300225019	\$ 159,072
34	04300225014	\$ 44,757
35	04300225015	\$ 101,140
36	04300225020	\$ 33,671
37	04300401003	\$ 29,680
38	04300401004	\$ 470
39	04300401005	\$ 22,353
40	04300401006	\$ 589
41	04300401007	\$ 796
42	04300401010	\$ 1,793
43	04290120008	\$ 28,820
44	04290120009	\$ 7,300

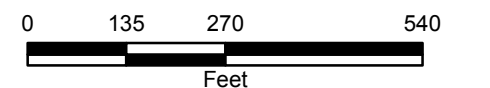
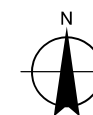
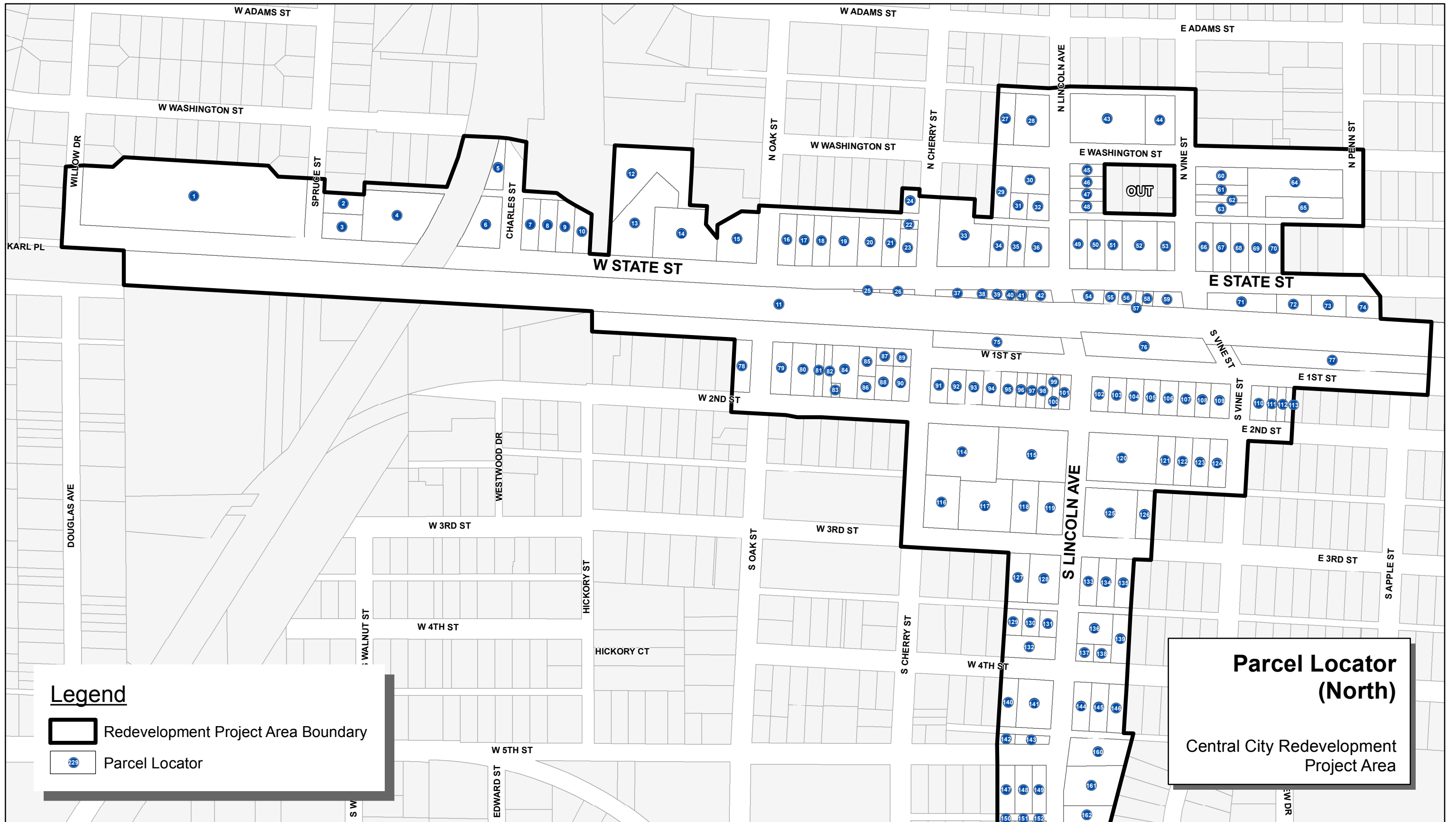
45	04290121001	\$	34,397
46	04290121002	\$	26,556
47	04290121003	\$	23,630
48	04290121004	\$	6,829
49	04290121010	\$	7,289
50	04290121011	\$	25,212
51	04290121012	\$	20,913
52	04290121019	\$	7,340
53	04290121016	\$	28,174
54	04290300009	\$	39,683
55	04290300010	\$	1,101
56	04290300003	\$	16,981
57	04290300004	\$	6,183
58	04290300005	\$	15,429
59	04290300008	\$	21,736
60	04290122009	\$	34,528
61	04290122010	\$	20,404
62	04290122011	\$	768
63	04290122012	\$	31,419
64	04290122027	\$	18,241
65	04290122028	\$	6,285
66	04290122029	\$	4,846
67	04290122030	\$	4,846
68	04290122052	\$	34,091
69	04290122050	\$	78,501
70	04290122033	\$	3,295
71	04290301011	\$	73,745
72	04290301004	\$	28,470
73	04290301005	\$	19,738
74	04290301006	\$	6,467
75	04300434001	\$	18,258
76	04290336001	\$	89,232
77	04290337001	\$	26,140
78	04300402010	\$	57,893
79	04300403018	\$	55,954
80	04300403016	\$	44,475
81	04300403005	\$	4,559
82	04300403006	\$	28,340
83	04300403007	\$	1,253
84	04300403017	\$	55,969
85	04300403010	\$	5,164
86	04300403011	\$	17,208
87	04300403012	\$	1,612
88	04300403014	\$	5,973
89	04300403013	\$	30,586
90	04300403015	\$	5,971
91	04300404001	\$	118,883
92	04300404002	\$	44,464
93	04300404003	\$	35,034
94	04300404004	\$	75,601

95	04300404005	\$	42,154
96	04300404013	\$	33,909
97	04300404008	\$	34,222
98	04300404015	\$	34,025
99	04300404016	\$	33,605
100	04300404017	\$	2,547
101	04300404012	\$	64,222
102	04290304001	\$	41,737
103	04290304002	\$	34,833
104	04290304003	\$	52,427
105	04290304010	\$	29,333
106	04290304013	\$	36,059
107	04290304006	\$	32,265
108	04290304007	\$	5,348
109	04290304012	\$	41,087
110	04290305001	\$	19,754
111	04290305002	\$	3,119
112	04290305003	\$	3,119
113	04290305004	\$	12,454
114	04300408023	\$	127,947
115	04300408031	\$	32,612
116	04300408025	\$	6,935
117	04300408026	\$	9,561
118	04300408029	\$	5,391
119	04300408028	\$	7,702
120 & 125	04290308020	\$	207,552
121	04290308005	\$	29,701
122	04290308006	\$	33,814
123	04290308007	\$	32,201
124	04290308008	\$	35,176
126	04290308015	\$	11,047
127	04300415007	\$	7,864
128	04300415025	\$	69,555
129	04300415016	\$	964
130	04300415017	\$	964
131	04300415018	\$	34,830
132	04300415022	\$	44,603
133	04290314001	\$	84,153
134	04290314002	\$	29,404
135	04290314003	\$	18,782
136	04290314019	\$	32,511
137	04290314011	\$	30,486
138	04290314012	\$	3,424
139	04290314013	\$	49,519
140	04300417009	\$	15,493
141 & 143	04300417017	\$	26,793
142	04300417016	\$	723
144	04290320001	\$	103,444

145	04290320002	\$	10,745
146	04290320003	\$	10,640
147	04300430006	\$	24,481
148	04300430007	\$	25,906
149	04300430008	\$	16,880
150	04300430014	\$	34,398
151	04300430015	\$	21,017
152	04300430016	\$	36,719
153	04300431006	\$	4,083
154	04300431007	\$	42,205
155	04300431008	\$	1,303
156	04300431009	\$	1,631
157	04300431010	\$	1,514
158	04300431020	\$	22,515
159	04300431021	\$	54,098
160	04290320035	\$	133,731
161	04290320036	\$	30,172
162	04290320037	\$	33,885
163	04290320038	\$	39,962
164	04290320015	\$	3,107
165	04290320016	\$	3,105
166	04290320017	\$	4,698
167	04290320018	\$	3,103
168	04290320019	\$	24,584
169	04290320020	\$	25,082
170	04290320021	\$	24,166
171	04300432010	\$	32,370
172	04300432011	\$	39,373
173	04300432012	\$	230
174	04300432023	\$	22,199
175	04300432022	\$	30,262
176	04300432017	\$	6,032
177	04300432018	\$	7,063
178	04300432019	\$	64,042
179*	04290326034	\$	68,400
180	04290326003	\$	29,117
181	04290326004	\$	29,600
182	04290326005	\$	35,105
183	04290326006	\$	29,023
184	04290326007	\$	27,243
185	04290326010	\$	168,731
186	04290326033	\$	115,410
187	04290326017	\$	22,675
188	04290326018	\$	22,244
189	04290326019	\$	75,500
190	04290326020	\$	23,405
191	04310206011	\$	18,241
192	04310206012	\$	42,659
193	04310206020	\$	31,455
194	04320100028	\$	611,268

195	04320101011	\$	141,386
196	04320101012	\$	265,917
197	04320100005	\$	109,478
198	04320102022	\$	94,447
199	04320102002	\$	21,835
200	04320102026	\$	6,662
201*	04320102029	\$	7,861
202	04320102017	\$	43,646
203	4320102018	\$	123,960
204	04320102004	\$	78,159
TOTAL		\$	7,384,996

* Value of parcels apportioned based on the amount of land and buildings located within the TIF Redevelopment Project Area boundaries.



CITY OF O’FALLON, ILLINOIS
ORDINANCE NO. _____

**ORDINANCE DESIGNATING THE
CENTRAL CITY REDEVELOPMENT
PROJECT AREA**

WHEREAS, the City Council has heretofore in Ordinance No. _____ adopted and approved the Tax Increment Redevelopment Plan and Project for the proposed Central City Redevelopment Project Area, with respect to which a public hearing was held on May 4, 2015, and it is now necessary and desirable to designate the area referred to in said plan as the Central City Redevelopment Project Area;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF O’FALLON, ILLINOIS,

Section 1. The area described in the attached Exhibit A is hereby designated as the Central City Redevelopment Project Area pursuant to Section 11-74.4.4 of the Tax Increment Allocation Redevelopment Act:

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

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

ATTEST:

(seal)

Approved by the Mayor this ____ day
of _____ 2015.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

ROLL CALL:	McCoskey	Meile	Albrecht	Kueker	Mouser	Hagarty	Roach	SUB TOTALS
Aye								
Nay								
Absent								

ROLL CALL:	Smallheer	Bennett	Cardona	Holden	Drolet	Cozad	Gerrish	SUB TOTALS	SUM OF TOTALS
Aye									
Nay									
Absent									

Attachments:

Exhibit A: Boundary Description - Central City Redevelopment Project Area

CITY OF O’FALLON
ORDINANCE NO. _____

**ADOPTING TAX INCREMENT
FINANCING FOR THE CENTRAL
CITY REDEVELOPMENT PROJECT
AREA**

WHEREAS, the City of O’Fallon, Illinois desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the "Act".

WHEREAS, the City of O’Fallon has adopted a Tax Increment Redevelopment Plan and Project, designated the Central City Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O’FALLON, ILLINOIS, AS FOLLOWS:

Section 1. Tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the Central City Redevelopment Project Area (the “Area”) approved and adopted pursuant to Ordinance No. [REDACTED] of the City of O’Fallon, which said Area was designated pursuant to Ordinance No. [REDACTED] and the boundaries thereof being legally described therein.

Section 2. After the total equalized assessed valuation of taxable real property in the Central City Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the Central City Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Central City Redevelopment Project Area by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:

- a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Central City Redevelopment

Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

- b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Central City Redevelopment Project Area over and above the initial equalized assessed value of each property in the Central City Redevelopment Project Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund called "the Special Tax Allocation Fund for the Central City Redevelopment Project Area" of the City of O'Fallon for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

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

Upon its passage and approval, this Ordinance shall be in full force and effect ten (10) days after its publication in pamphlet form as required by law.

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

ATTEST:

(seal)

Approved by the Mayor this _____ day

of _____ 2015.

Philip A. Goodwin, City Clerk

Gary L. Graham, Mayor

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING
AND DESIGNATING THE ROUTE
50/SCOTT-TROY ROAD BUSINESS
DISTRICT AND APPROVING THE
ROUTE 50/SCOTT-TROY ROAD
DISTRICT PLAN WITHIN THE
CITY OF O’FALLON, ILLINOIS**

WHEREAS, the City of O’Fallon, St. Clair County, Illinois (the “City”), is authorized under and pursuant to Division 74.3, the Business District Development and Redevelopment Law, 65 ILCS 5-11-74.3-1 through 3-7 (“the Business District Law”), to establish a business district to be named the “**Route 50/Scott-Troy Road Business District**” (the “**Business District**”) and adopt and approve the related business district plan for said Business District (the “**Route 50/Scott-Troy Road Business District Plan**”); and

WHEREAS, the purpose of the Route 50/Scott-Troy Road Business District Plan and the designation of the Business District is to eradicate the blighting conditions that exist and to assure opportunities for development, encouraging private investment, and attracting sound and stable business and commercial growth to the Business District; and

WHEREAS, on April 22 and April 29, 2015 notice of a public hearing to consider the establishment of the Route 50/Scott-Troy Road Business District and adoption of the Route 50/Scott-Troy Road Business District Plan, dated March 19, 2015 were published in the O’Fallon Progress; and

WHEREAS, the City conducted a Public Hearing on May 4, 2015. At the Public Hearing all interested persons were given the opportunity to be heard with respect to the subject matter of the Public Hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O’FALLON, ST. CLAIR COUNTY, ILLINOIS, as follows:

Section 1. The City Council of the City of O’Fallon makes the following additional findings:

- a. That the Route 50/Scott-Troy Road Business District on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be

anticipated to be developed or redeveloped without the adoption of the Route 50/Scott-Troy Road Business District Plan.

- b. That the Route 50/Scott-Troy Road Business District Plan conforms to the comprehensive plan for the development of the City of O’Fallon as a whole.
- c. There exist conditions that cause the area located within the Route 50/Scott-Troy Road Business District to be classified as a “blighted area” as defined in Section 11-74.3-5 of the Business District Law.
- d. The Route 50/Scott-Troy Road Business District is a contiguous area and includes only parcels of real property directly and substantially benefited by the proposed Route 50/Scott-Troy Road Business District Plan.

Section 2. The City hereby designates the area described in the attached **Exhibit A** as the **Route 50/Scott-Troy Road Business District**.

Section 3. The City hereby adopts and approves the **Business District Plan for the Route 50/Scott-Troy Road Business District**, dated March 19, 2014, attached hereto as **Exhibit B**.

Section 4. The City Clerk shall file a certified copy of this ordinance and attached exhibits with the Illinois Department of Revenue (the “IDOR”).

Section 5. Each year hereafter and for so long as the Business District remains in effect, the City Clerk shall file with the IDOR, before April 1 and before October 1, an updated list of addresses for the businesses located within the Business District.

Section 6. If any portion of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining portions of this ordinance.

Section 7. This ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2015.

ATTEST:

(seal)

Approved by the Mayor this ____ day
of _____ 2015.

Philip A. Goodwin, City Clerk

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									

Attachments:

Exhibit A: Boundary Description of Route 50/Scott-Troy Road Business District

Exhibit B: Business District Plan, Route 50/Scott-Troy Road Business District, March 19, 2015

Exhibit A
Boundary Description of Route 50/Scott-Troy Road Business District

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND PART OF THE NORTHEAST QUARTER OF SECTION 33 ALL IN TOWNSHIP 2 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK "A" ON PAGE 263 IN THE RECORDER OF DEED'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD ON THE EASTERLY LINE OF "LAKEPOINTE CENTRE PROFESSIONAL PARK" AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK "95" ON PAGE 18 IN SAID RECORDER OF DEED'S OFFICE, FROM WHICH A CONCRETE R/W MONUMENT MARKING THE SOUTHEAST CORNER OF SAID "LAKEPOINTE CENTRE PROFESSIONAL PARK", BEARS SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST, 107.52 FEET; THENCE, NORTH 00 DEGREES 01 MINUTES 22 SECONDS WEST ON SAID EASTERLY LINE AND ITS EXTENSION, 1449.55 FEET TO A CONCRETE MONUMENT WHICH MARKS THE NORTHEAST CORNER OF "THE VILLAS AT LAKEPOINTE" AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK "97" ON PAGE 9 IN SAID RECORDER OF DEED'S OFFICE, SAID CONCRETE MONUMENT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO VICTORY FREE WILL BAPTIST CHURCH BY DOCUMENT NUMBER A02143243 IN SAID RECORDER OF DEED'S OFFICE; THENCE, NORTH 71 DEGREES 49 MINUTES 19 SECONDS EAST ON THE SOUTHEASTERLY LINE OF SAID VICTORY FREE WILL BAPTIST CHURCH TRACT OF LAND, 248.61 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE, CONTINUING NORTH 71 DEGREES 49 MINUTES 19 SECONDS EAST ON SAID SOUTHEASTERLY LINE, 418.69 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO WESTMORE DEVELOPMENT IN DEED BOOK 3083 ON PAGE 1042 IN SAID RECORDER OF DEED'S OFFICE; THENCE, NORTH 71 DEGREES 54 MINUTES 27 SECONDS EAST, 441.64 FEET; THENCE, SOUTH 89 DEGREES 31 MINUTES 17 SECONDS EAST, 599.83 FEET TO THE WEST R.O.W. LINE OF SCOTT-TROY ROAD; THENCE, CONTINUING SOUTH 89 DEGREES 31 MINUTES 17 SECONDS EAST, 120.00 FEET TO THE EAST R.O.W. LINE OF SCOTT-TROY ROAD; THENCE, SOUTHERLY FOLLOWING THE EAST R.O.W. LINE OF SCOTT-TROY ROAD TO WHERE IT INTERSECTS THE NORTH R.O.W. LINE OF U.S. ROUTE 50; THENCE, SOUTHERLY CROSSING U.S. ROUTE 50, 123.27 FEET TO THE SOUTH R.O.W. LINE OF U.S. ROUTE 50; THENCE, SOUTHWESTERLY CROSSING SCOTT-TROY ROAD, 524.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 50; THENCE, CONTINUING SOUTHWESTLY ALONG THE SOUTH R.O.W. LINE OF U.S. ROUTE 50, 741.69 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF U.S. ROUTE 50; THENCE, NORTHERLY ALONG THE SOUTH R.O.W. LINE OF U.S. ROUTE 50, 37.39 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF U.S. ROUTE 50; THENCE, SOUTHWESTERLY ALONG THE SOUTH R.O.W. LINE OF U.S. ROUTE 50, ALONG A CURVE, TO THE EAST R.O.W. LINE OF ARBOR PARKWAY; THENCE, CONTINUING SOUTHWESTERLY ALONG THE SOUTH R.O.W. LINE OF U.S. ROUTE 50, CROSSING ARBOR PARKWAY, TO THE WEST R.O.W. LINE OF ARBOR PARKWAY; THENCE, NORTHERLY CROSSING U.S. ROUTE 50 TO A POINT ON THE NORTH R.O.W. LINE OF U.S. ROUTE 50, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A 0.67 ACRE TRACT CONVEYED TO THE STATE OF ILLINOIS IN DEED BOOK 2680 ON PAGE 1156 IN SAID RECORDER OF DEED'S OFFICE; THENCE, CONTINUING NORTHERLY ALONG THE WEST LINE OF 0.67 ACRE TRACT, 110 FEET; THENCE, NORTH 00 DEGREES 38 MINUTES 08 SECONDS EAST, 666.02 FEET; THENCE, SOUTH 85 DEGREES 33 MINUTES 41 SECONDS EAST, 230.00 FEET; THENCE, NORTH 33 DEGREES 19 MINUTES 27 SECONDS WEST, 425.00 FEET; THENCE, NORTH 00 DEGREES 20 MINUTES 45 SECONDS WEST, 476.32 FEET TO THE POINT OF BEGINNING.

Exhibit B

**Business District Plan
Route 50/Scott-Troy Road Business District**

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING
AND IMPOSING CERTAIN
BUSINESS DISTRICT TAXES IN
THE ROUTE 50/SCOTT-TROY
ROAD BUSINESS DISTRICT**

WHEREAS, the City of O’Fallon passed **Ordinance No. _____** Establishing and Designating the Route 50/Scott-Troy Road Business District and Approving the Route 50/Scott-Troy Road Business District Plan within the City of O’Fallon, Illinois in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 through 11-74.3-7 (the “Business District Law”); and

WHEREAS, as part of **Ordinance No. _____**, the Corporate Authorities of the City made the requisite findings that the Route 50/Scott-Troy Road Business District qualified as a “blighted area” as defined in Section 11-74.3-5 of the Business District Law; and

WHEREAS, in furtherance of the Route 50/Scott-Troy Road Business District, the Corporate Authorities of the City desire to establish and impose a Business District Retailers’ Occupation Tax, a Business District Service Occupation Tax, and a Hotel Operators’ Occupation Tax pursuant to Section 11-74.3-3 (10) and (11) of the Business District Law; and

WHEREAS, the City intends to use said tax to fund certain improvements within the Business District in accordance with the Business District Law and as set forth in the Route 50/Scott-Troy Road Business District Plan; and

WHEREAS, the Corporate Authorities of the City find and determine that it is in the best interests of the City and its residents to establish the taxes as set forth herein.

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

Section 1. The above stated recitals are incorporated by this reference.

Section 2. **Business District Retailers' Occupation Tax.** A tax is hereby imposed to be known as the "Business District Retailers' Occupation Tax" upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this state's government, at retail within the boundaries of the Route 50/Scott-Troy Road Business District at the rate of one percent (1.0%) of the gross receipts from such sales made in the course of such business while this ordinance is in effect. This "Business District Retailers' Occupation Tax" shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes and needles used by diabetics, for human use.

Section 3. **Business District Service Occupation Tax.** A tax is hereby imposed to be known as the "Business District Service Occupation Tax" upon all persons engaged, in the Route 50/Scott-Troy Road Business District, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. The tax shall be imposed at the same rate as the tax imposed in Section 2 above and shall not exceed 1% of the selling price of tangible personal property so transferred within the business district. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

Section 4. **Business District Hotel Operators' Occupation Tax.** A tax is hereby imposed to be known as the "Business District Hotel Operators' Occupation Tax" upon all persons engaged within the Route 50/Scott-Troy Road Business District in the business of renting, leasing or letting of rooms in a hotel, as defined in the Hotel Retailers' Occupation Tax Act, 35 ILCS 145/1, et seq., within the Route 50/Scott-Troy Road Business District, at the rate of one percent (1%). This Business District Hotel Operators' Occupation Tax shall not be applicable to the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators' Occupation Tax Act, 35 ILCS 145/1 et seq.

Section 5. **Notice to Illinois Department of Revenue.** On or before, October 1, 2015, the City Clerk and other appropriate City staff are directed to provide the Illinois Department of Revenue (the “Department”) with a certified copy of this Ordinance and such other information required by the Department so that the Business District Retailers’ Occupation Tax provided for in Section 2 above, and the Business District Service Occupation Tax provided for in Section 3 above may be administered and enforced by the Department, beginning on January 1, 2016. Thereafter, the appropriate City staff are directed to provide any address change, addition, or deletion of businesses located within the Business District to the Department on or before April 1 for administration and enforcement by the Department of the change beginning on the following July 1 and on or before October 1 for administration and enforcement by the Department of the change beginning on the following January 1.

Section 6. **Route 50/Scott-Troy Road Business District Tax Allocation Fund.** All proceeds of the taxes imposed, civil penalties, and interest, which accrues from the Business District Taxes imposed hereby, shall be deposited into a special fund of the City called the “Route 50/Scott-Troy Road Business District Tax Allocation Fund” in accordance with the Business District Law.

Section 7. **Enforcement.** The Illinois Department of Revenue shall have the authority of administer and enforce the Business District Retailers’ Occupation Tax and the Business District Service Occupation Tax imposed under Sections 2 and 3 of this Ordinance, and the City shall have the authority to administer and enforce the Business District Hotel Operators’ Occupation Tax under Section 4 of this Ordinance.

Section 8. **Rescinding of Business District Taxes and Business District Dissolution Date.** When business district project costs, including, without limitation, all obligations paying or reimbursing business district project costs have been paid, any surplus funds then remaining in the Route 50/Scott-Troy Road Business District Tax Allocation Fund shall be distributed to the municipal treasurer for deposit into the general corporate fund of the City. Upon payment of all business district project costs and retirement of all obligations paying or reimbursing business district project costs, but in no event more than 23 years after the date of adoption of this Ordinance imposing the taxes pursuant to the Business District Law, the City shall adopt an ordinance immediately rescinding the taxes imposed. The dissolution date of the Route 50/Scott-Troy Road Business District shall be not later than 270 days following payment to the City of the last distribution of taxes as provided in Section 11-74.3-6 of the Business District Law.

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 94.03 OF CHAPTER
94 OF THE CITY CODE OF
ORDINANCES**

WHEREAS, Section 94.03 of Chapter 94 of the City Code of Ordinances currently provides for the maintenance of weeds, grass and shrubbery on private property; and

WHEREAS, throughout the City there are areas of “green space” on municipal right-a-ways typically located between a City sidewalk and City street; and

WHEREAS, it is a monumental and expensive task for the City to mow and trim the vegetation within the green space of the municipal right-a-way; and

WHEREAS, the City of O’Fallon, being a Home Rule Municipality, may enact legislation requiring the landowner abutting the City right-a-way to maintain the “green space” on the portion of the City right-a-way which abuts the land of the private landowner; and

WHEREAS, having the landowner maintain the green space will provide a benefit to the City.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O’FALLON, ILLINOIS, as follows:

Section 1. The forgoing recitals are incorporated herein as findings of the City Council.

Section 2. Section 94.03 of Chapter 94 of the O'Fallon Code of Ordinances is amended by way of addition of the following:

(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.

The current sub paragraphs C, D, E and F of Section 94.03 are re-lettered as sub paragraphs D, E, F and G accordingly.

This Ordinance shall be in full force affect, from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2015, pursuant to a roll call vote as follows:

APPROVED by me this ____ day of _____ 2015.

Gary L. Graham, Mayor

ATTESTED

Philip A. Goodwin, City Clerk

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

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



**DRAFT MINUTES
COMMUNITY DEVELOPMENT COMMITTEE
6:00 PM Monday, May 11, 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:* Mike Bennett, Richie Meile, Herb Roach, Kevin Hagarty, Matt Smallheer, Bob Kueker and Ned Drolet. *Staff:* Walter Denton, Pam Funk, Sandy Evans, Jim Cavins, Kerry Andrews and Justin Randall. *Visitors:* John Drolet, Charlie Pitts, Vern Malare, Steve Springer, John Wagnon Tom Smallwood and Tom Moore.
- II) **Approval of Minutes from Previous Meeting** – All ayes. Motion carried.
- III) **Items Requiring Council Action**
 - A. Fezziwig's – Planned Use (1st Reading) – Justin Randall provided the Committee with an overview of the Fezziwig's application. Randall gave a brief presentation on the zoning component of Fezziwig's, including land use, parking and signage. Ted Shekell informed the committee the owner was available for any questions. Tom Moore gave a quick overview of their business. The committee discussed the project and improvements necessary as a part of the development. The committee recommended moving the planned use forward with a vote of 6-0.
 - B. Academy Sports – Planned Use & Economic Incentive Agreement (1st Reading) - Justin Randall provided the committee with an overview for the proposed Academy Sports project. . Randall gave a brief presentation on the zoning component of the Academy Sports building, including land use, parking, utilities and signage. Randall also presented the requested variances. Ted Shekell informed the committee of some of the costs associated with the infill development. Shekell informed the committee the cost of downsizing PetSmart and relocating utilities are cost above and beyond a typical greenfield development. Shekell explained that due to these costs the developer was requesting a sales tax incentive for 15 years, not to exceed \$50,000 per year, with a maximum rebate of \$500,000. Shekell explained the deal would be for Academy Sports or any other national sport good retailer, with consent of the City. The committee discussed the project, variances requested and economic incentive for the development. The committee recommended moving the planned use forward with a vote of 6-0.
 - C. Central City TIF (1st Readings) – Justin Randall gave a brief overview of the TIF project for the Downtown and Southview areas. Ted Shekell informed the committee on the Joint Review Board meetings and the negotiations with the school districts. Steve Springer and John Wagnon provided the committee information on the position of District 90 on the TIF project. The committee discussed the TIF project and the stance of District 90. Staff informed the committee they would continue to work with District 90 to come up with a resolution that both parties could agree on. The committee recommended moving the ordinances relating to the creation of the Central City TIF forward with a vote of 6-0.
 - D. SEPA – Walmart Temporary Trailers (Motion) – Justin Randall briefed the committee on Walmart's request to have approximately 30 temporary trailers through June 30th to allow for storage of items for a building remodel. Randall informed the committee the trailers were already there and staff was alerted to the trailers via a complaint from a citizen. The committee recommended approval of the Special Event Permit with a vote of 6-0.

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

- E. McKendree Metro Rec Plex / Four Points Center – Business District (2nd Reading) – Justin Randall indicated there were no changes from the first reading. The committee recommended moving the ordinance forward with a vote of 6-0.
- F. Right-of-Way Maintenance – Text Amendment (2nd Reading) – Justin Randall indicated there were no changes from the first reading. The committee recommended moving the text amendment forward with a vote of 6-0.

IV) Other Business

- A. General Project Updates – Ted Shekell brief the committee on a number of projects getting ready to start construction.

MEETING ADJOURNED: 7:45 PM

NEXT MEETING: May 26, 2015 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner



CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council
From: Ted Shekell, Community Development Director
Walter Denton, City Administrator
Date: May 18, 2015
Subject: Special Event Permit – Wal-Mart Storage Trailers (MOTION)

List of committees that have reviewed: The Community Development Committee reviewed this application at its May 11, 2015 meeting and voted 6-0 to recommend it for approval.

Background:

- Applicant: Don Bremer for O'Fallon Wal-Mart
- Special Event Permit for temporary storage trailers to store items for the building remodeling at 1530 W Hwy 50.
- The trailers will be removed no later than June 30, 2015.
- A site plan was provided by the applicant that shows the locations of the trailers in the northwest corner of the building.
- There will approximately be 30 trailers
- The fire lane will remain open at all times.
- Customers will not be permitted to access the trailers.

Legal Considerations, if any: None

Budget Impact: None

Staff Review: The Police and Fire Departments approved the request. Staff recommends approval with the following conditions:

1. Drive aisles and fire lanes must remain open at all times for emergency vehicle access.
2. Storage locations are limited to those shown on the site plan.
3. Storage trailers must be removed by June 30, 2015.

BUILD
DEPARTMENT
ORIGIN

CITY OF O'FALLON

APR 24 2015

O'Fallon
ILLINOIS

STATE PAID

FD —
PD —

Attach proof of not-for-profit status with application

OR

Provide \$50.00 application fee with application

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: Permission to have trailers on our lot for remodel.
 Location of Event: Parking Lot Wal-Mart.
 Name of Event Organization: Dow Bremek
 Name of person in charge of event (applicant) and mailing address: Dow Bremer
1530 W. Highway 50 O'Fallon IL 62269
 Phone: 618-632-9066 E-Mail: debreme.501418@wal-mart.com
 Secondary Contact Person: Brea Rossen
 Phone: 618-632-9066 E-Mail: brrossen.501418@wal-mart.com.
 Beginning Date / Times: 4/1/15 Ending Date / Times: 6/30/15

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

- 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
- Sketch plan of site.
 ATTACHED
- Permission letter from property owner, if applicant is not the property owner.
 ATTACHED NOT APPLICABLE
- Proof of not-for-profit status (so that application fee can be waived.)
 ATTACHED NOT APPLICABLE
- 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
- 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: N/A

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

- NONE REQUESTED
- Street Department, IDOT (for street closings, signalization, and detour routes)
- Parks Department Police Department Fire and EMS Department

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

- PERMIT REQUIRED (please attach copy)
- NOT APPLICABLE

11. American Disability Compliance

- ATTACHED
- NOT APPLICABLE

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

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

Don Bremer
Signature of Applicant/ person in charge of event

4/18/15
Date of Submission

FOR OFFICE USE ONLY

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

Justin R. Fell 4/24/15

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)

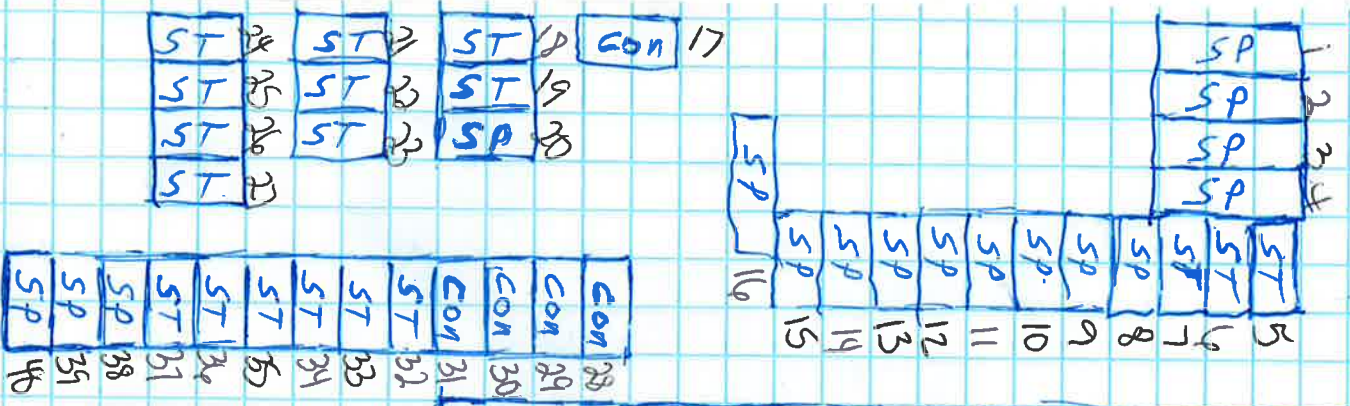
NARRATIVE

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:

Currently going through a remodel and are needing 30 trailers to store fixtures and supplies during the course of the remodel. The remodel is scheduled to be completed 6/19/14 with trailers being picked up by the 31st. The following sheet will show a diagram of the storage trailers.



Store
1418

SP = Store planning
ST = Store 1418
Con = Construction

21 - Store Planning
18 - Store
5 - Construction

45



Public Safety Committee Minutes
May 11, 2015 5:00 p.m.

Minutes of a regular meeting of the Public Safety Committee of the City of O'Fallon, held in the Community Room, Public Safety Building, 285 N. Seven Hills Road, O'Fallon, Illinois, May 11, 2015. Call to order 5:00 p.m.

ROLL CALL:

Members Present: Cardona, Hagarty, Drolet, Kueker, Roach, Smallheer
Members Not Present:
Staff Liaison: Chief Van Hook - OPD, Chief Saunders - OFD
Other Aldermen Present Albrecht, Bennett, Cozad, Gerrish, Holden, Meile, True
Other Persons Present Walter Denton, City Adm.; Pam Funk, Asst. City Adm.;
Sandy Evans, Dir. Of Finance; Mark Berry, OPD; Kerry
Andrews, OPD; Keith Townsend, OPD; Fred Boch, SCCB
23; Gene McCoskey, Resident; Charlie Pitts, Resident; Vern
Malore, Resident; Misty McDonald, OPD;
Media Persons Present: None

Chairwoman Cardona declared a quorum present and requested a Motion to approve the Minutes of April 13, 2015, Alderman Roach made a Motion to accept the minutes of April 13, 2015 as presented and Alderman Hagarty seconded the Motion. All Ayes.

Old Business

Item 1. Leads On Line – Captain Mick Hunter and Ted Shekell met with Dale Funk City Attorney. They want to write into the ordinance that household business will be exempt.

Action: Captain Hunter revised ordinance and gave to the City Attorney for final revisions.

Motion: None

Disposition: Open

New Business

Item 1. City Ordinance Chapter 97.32 – Chief Van Hook has stated that in the ordinance for master keys for lock boxes, The Chief of the Fire Department shall retain the master key. When only the fire department retains the master key it creates issues when EMS or OPD has a call to a building. When a resident is not able to open the door that access would need to be made for EMS or OPD, it is suggested that we retain a set of keys for the Sgt. on Duty. This will make it that EMS or OPD will not have to wait for the fire department to gain access to the lock box before any type of care can be given. Alderman Kueker made the motion to recommend these changes to Council and Alderman Hagarty seconded the motion. All ayes.

Action: None

Motion: Motion to recommend to Council the changes in the City Ordinance Chapter 97.32 Contents; Master Keys.

Disposition: Closed

It was requested that the committee add a New Item to the agenda for next committee meeting pertaining to road blocks on State & Lincoln.

Chairwoman Cardona asked if anyone had any other New Business not on the Agenda, hearing no New Business, Chairwoman Cardona called for a Motion to adjourn. A Motion to adjourn was made by Alderman Drolet and Alderman Roach seconded the Motion. All ayes.

Meeting Adjourned:	5:22 p.m.
Next PS Meeting:	June 8, 5:00 p.m.
Minutes Taken By:	Misty McDonald

CITY OF O'FALLON
Park & Environment Committee
May 11, 2015
6:00 P.M

Public Safety Building

Minutes of a regular meeting of the Parks & Environment Committee of the City of O'Fallon, held in the Public Safety Building Community Room, 285 S. Seven Hills Rd, O'Fallon, Illinois May 11, 2015
285 S. Seven Hills Rd, O'Fallon, Illinois May 11, 2015

- I. Attendance:** MEMBERS
- | | |
|---|------------------------|
| X | True, Chair (2) |
| X | Mouser, Vice Chair (3) |
| X | Meile (1) |
| X | Hagarty (3) |
| X | Cardona (5) |
| X | Holden (6) |
- II. Council:** Albrecht; Bennett; Drolet; McCoskey; Roach; Cardona; Cozad; Kueker
- Park:** Kasten
- Guests:** Pitts; Witter; Malare; Zelms; Drolet; Andrews; Rushing; Boch
- Staff:** Denton; Funk; Hutchison; Evans;
- Meeting called to order at 5:30 p.m.
- III. Minutes:** March 9, 2015
- Motion** **Albrecht** motion to approve the minutes March 9, 2015 Meeting
- Second:** **Meile**
- Discussion:** **Correction of Members in March Minutes**
- Approved:** All
- IV. Feasibility Study: Town Centre/Community Recreation Center (Centre)**
- BK (Ballard*King) would provide a holistic study to address all community recreation and fitness needs. This provides an objective and rational approach to the pros and cons of developing a "Centre"
- Phase I: Includes review and development of a market analysis. This would include service areas and demographic characteristics, as well as competitive market analysis.
- Phase II: Public Input includes support or lack of support that the general public has for the project. The public input is layer with statistical data to recommend components, structure and schedule.

Phase III. Partnership Assessment: Partnership assessment that provided a range of options and possible stakeholders.

Phase IV: Operations Analysis: OA would be development of business plan which would include budgets and operational performance indicator analysis. This would provide a detailed line item budget and a 5-year projection.

Motion: **Albrecht** motion to recommended to Council to enter into agreement with Ballard *King & Associates to provide a Feasibility Study not greater than \$26,000.

Second: **Meile**

Approved: All

Report Review: Park Maintenance & Recreation Report provided.

ADJOURN Motion: **Meile**

Second: **Albrecht**

Approved: **All**

PREPARED BY: MJ Hutchison

Next Possible Meeting: June 8, 2015 5:30 PM