CITY OF O'FALLON

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GARY L. GRAHAM
Mayor

PHILIP A. GOODWIN
City Clerk

DAVID H. HURSEY
City Treasurer

Walter Denton
City Administrator

ALDERMAN

Gene McCoskey	Ward 1	John Drolet	Ward 4
Richie Meile	Ward 1	Michael Bennett	Ward 5
Ed True	Ward 2	Courtney Cardona	Ward 5
Jerry Albrecht	Ward 2	Jim Hursey	Ward 6
Jerry Mouser	Ward 3	Ray Holden	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, April 20, 2015
7:00 P.M. – Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES – April 6, 2015

V. PUBLIC HEARING – 1. Consideration of the adoption of the fiscal year 2015-2016 Municipal Budget

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

1. Roadblock request from the Alzheimer Association for Saturday, June 13, 2015 from 8 – 12:00 noon at the intersections of State/Lincoln and State/Smiley. Applicant operates out of O'Fallon home

C. Mayor's Report

1. This month's meeting of the Southwestern Illinois Council of Mayor's will be held April 23rd at the Red Bud Winery.

VII. RESOLUTIONS –

ITEM 1 – Resolution authorizing the Mayor to sign an annexation agreement with Michael R. Kombrink, representing MRK Land Trust, for a path of annexation to the Reserves of Timber Ridge Subdivision **(staff) attachment**

ITEM 2 – Resolution authorizing the Mayor to sign an annexation agreement with Denny Blumberg, representing Reserves of Timber Ridge, LLC for the Reserves of Timber Ridge Subdivision **(staff) attachment**

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VIII. ORDINANCES

A. 1st reading -

ITEM 3 – Ord. amending Ord. 623, Zoning, development known as Green Mount Professional Park located at 1405 N. Green Mount Road **(staff) attachment**

B. 2ND Reading – (The following may be found on the April 6th agenda - http://www.ofallon.org/city-council/agenda/city-council-27)

ITEM 4 - Ord. Budgeting for all corporate purposes of the City of O'Fallon for the fiscal year beginning May 1, 2015 and ending April 30, 2016, ***as amended*** **(staff)**

5. Ord. amending 623, Zoning, Planned Use Development Gateway Classic Cars at 1237 Central Park Drive
6. Ord. amending Ord. 623, Zoning, development known as Four Points Center located at the northwest corner of Scott-Troy Road and US Hwy 50
7. Ord. approving the 2015 amendment to the City of O'Fallon TIF Redevelopment Project Area No. 1
8. Ord. authorizing the Execution of Intergovernmental Agreement with O'Fallon Community School District 90 and O'Fallon Township High School 203
9. Ord. approving the Tax Increment Redevelopment Plan and Project for the Route 50/Scot Troy Road Redevelopment Project Area
10. Ord. designating the Route 50/Scott-Troy Road Redevelopment Project Area
11. Ord. adopting the Tax Increment Financing for the Route 50/Scott Troy Redevelopment Project Area

ITEM 12 - Ord. authorizing the execution of the redevelopment agreement with S.I. Strategy, LLC, ***as amended*** **(staff) attachment**

13. Ord. proposing the approval of a Business District Plan for the proposed Route 50/Scott-Troy Road Business District and Fixing the time and place for a Public Hearing date on the Plan and designating the Business District
14. Ord. annexing Certain Territory to be named Reserves of Timber Ridge containing approximately 111.57 acres
15. Ord. amending Ord. 623, Zoning, Development known as the Reserves of Timber Ridge Subdivision
16. Ord. approving the transfer of the Volume Cap in connection with private activity bond issues and related matters

IX. STANDING COMMITTEES

1. Community Development – ***Minutes Attached*** – **Motion** to approve the Special Event request for the Happy Day Tropical Sno Huts at 600 Southview and 6000 Old Collinsville Road, with conditions **attachment**

   Motion to approve the Special Event request at their location for the Global Brew Crawfish Bowl to move the date from June 20th to June 27th and the Big Woody Comes to Town which includes alcohol sales, for April 29th **attachment**

   Motion to approve the Special Event request for the Soul to Sole 5k Run/Walk on April 26th from 8:30 – 12:30 p.m., with conditions **attachment**

   Motion to approve the Enjoy Church, Alternative Parking Plan **attachment**
2. Public Works
3. Public Safety – ***Minutes Attached***
4. Finance and Administration
5. Parks/Environment

X. EXECUTIVE SESSION – Occasionally, the Council may go into closed session in order to discuss suc**turn to Agen** under 5 ILCS 120/2 (b) which are as follows: Legal Matters; Purchase, Lease or Sale of Real Estate; Setting of a price for sa 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 April 6, 2015

The regular meeting was called to order at 7:01 p.m. by Mayor Gary Graham who led the Council in "The Pledge of Allegiance to the Flag."

Philip Goodwin, City Clerk, called the roll: Gene McCoskey, present; Richie Meile, present; Ed True, present; Jerry Albrecht, present; Jerry Mouser, present; Kevin Hagarty, present; John Drolet, present; Herb Roach, present; Michael Bennett, present; Courtney Cardona, present; Jim Hursey, 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. Mouser and seconded by J. Albrecht to approve the minutes of March 16, 2015. All ayes. Motion carried.

PUBLIC HEARING – Mayor Graham opened the Public Hearing at 7:01 p.m. for the Annexation agreement with MRK Land Trust with Michael Kombrink for approximately 9.2 acres located on Pausch Road. Mayor Graham called three times for public input but no one came forward. He closed the hearing at 7:02 p.m.

Mayor Graham opened the Public Hearing at 7:02 p.m. for the Annexation agreement with Huntington Chase Homes Corp. and Tamarack Woods LLC for approximately 102.37 acres located on Simmons Road. Mayor Graham called three times for public input but no one came forward. He closed the hearing at 7:03 p.m.

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

Jason Boone came forward and thanked the Mayor for his eighteen years of leadership and vision with the direction he has taken the city. He also thanked the Council for their countless hours for the city. He also thanked Darwin Miles and Darrel Shelton for the successful business ventures they have brought in. He also encouraged the voters to seriously read the water issue. He did not understand why we would lease the water system when St. Elizabeth will be coming to the city and will be the largest customer.

Dino Evigenedes came forward to talk about ordinance violations in his neighborhood. In particular, the house across from him has six unrelated people living in the home. He also mentioned a shooting with a BB gun at the house. Mayor Graham asked the Code Enforcement director and police chief to look into it. T. Shekell said his department has responded multiple times. They have discovered that all of the vehicles are registered and serviceable. They will meet to discuss the other issue, as well.

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T. Lysakowski spoke stating that the Vote Yes Please O'Fallon flyers regarding the water lease are full of false statements. He mentioned that the Proposition S money should have been used to fix the street repairs.

Mayor Graham responded that the water rates are mandated by the State. St. Elizabeth has an agreement with the city based on our wholesale prices.

Vern Malare discussed the budget on the agenda. He said that #61 was supposed to be pulled from the budget. M. Bennett responded that he planned to make a motion to amend the budget.

Abrahm Mayo represented the Vote Please O'Fallon. He urged the voters to vote yes for the lease as the money is needed for improvements. He does not want taxes raised, so he wants voters to explore the facts and wait for the proposal to come before making a decision. He thanked the Council for the service they provide the community.

G. McCoskey clarified that the city does not build schools, as it is a whole different taxing discussion.

M. Cook stated he opposes Item 4 on the agenda. He believes it supports the governor's anti-union views. He asked that the Council study it further.

Cheryl Sommers also spoke against Item 4. She said it should be fully discussed publically before making a decision.

Mayor Graham responded that the resolution is not aimed against unions. The governor is trying to balance a budget. The prevailing wage should be decided by local cities according to the governor's belief. The State is bankrupt. The governor is trying to keep business in Illinois. This is not going to eliminate unions.

REPORTS:

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

1. Request from OTHS Panther Band Boosters to conduct a raffle for a split pot cash raffle and lottery tickets on April 10, 2015 at the KC Hall

2. Request from Dania Shrine Club to conduct a roadblock at the intersection of State and Lincoln and State and Smiley on October 23rd from 7 – 9 a.m. and October 24, 2015 from 10:00 – 1:00 p.m.

Motion by E. True and seconded by G. McCoskey to approve the requests. All ayes. Motion carried.

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M. Bennett reminded voters in Ward 5 that they will not go to Central School to vote. They will now go to the Assembly of God Church on Greenmount Road. This is controlled by the County. In answer to the question by the Mayor, he does not know why they moved.

Mayor's Report: Mayor Graham did not have a report.

RESOLUTIONS: Motion by J. Albrecht and seconded by J. Mouser to approve Item 1 - Resolution approving and accepting the preliminary plat Four Points Center.

M. Bennett stated he is against the name, as it is a proprietary name for the Four Points in Fairview Heights.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, no; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 1. Motion carried.

Motion by J. Albrecht and seconded by J. Mouser to approve Item 2 **-** Resolution approving and accepting the preliminary plat on Reserves of Timber Ridge.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

Motion by J. Albrecht and seconded by E. True to approve Item 3 – Resolution authorizing the Mayor and City Clerk to sign supporting documentation for the Community Development Block Grant (CDBG) application for Americans with Disability Act (ADA) for sidewalk improvements.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

Motion by J. Albrecht and seconded by J. Mouser to approve Item 4 – Resolution supporting a government reform package, returning power to taxpayers and local government.

K. Hagarty said that the Attorney General said the resolution is illegal and could violate Federal labor laws. There is a lawsuit pending in Federal Court. Home Rule communities must abide by prevailing wage laws according to the Supreme Court.

Mayor Graham said it will not affect prevailing wage laws. It is a proposal the Governor is taking to the Legislature to balance the budget.

H. Roach added that he would like to have time to review and have open discussion.

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Motion by J. Drolet and seconded by K. Hagarty to refer back to committee.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

ORDINANCES:

1st Reading –

Motion by J. Albrecht and seconded by H. Gerrish to consider on 1st reading, Item 5, an ordinance amending 623, Zoning, Planned Use Development Gateway Classic Cars at 1237 Central Park Drive.

M. Bennett asked if this was separate from the Special events. T. Shekell said it would be used for smaller events. It will allow them to hold smaller groups of twenty or thirty at this building. The large events will still come to the Council.

C. Cardona questioned that the staff report mentioned up to 1200 people could be allowed. T. Shekell answered that this is for basic authority for smaller groups. If the event has alcohol or police protection, than the Council would still need to review. Gateway has been told that it must meet our criteria.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, no; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, no; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 12; Nos – 2. Motion carried.

Motion by J. Albrecht and seconded by G. McCoskey to consider items 6 – 13 under the Omnibus Agreement. All ayes. Motion carried.

Mayor Graham read the following:

> Item 6 – An Ordinance amending Ord. 623, Zoning, development known as Four Points Center located at the northwest corner of Scott-Troy Road and US Hwy 50
>
> Item 7 – An Ordinance approving the 2015 amendment to the City of O'Fallon TIF Redevelopment Project Area No. 1
>
> Item 8 – An Ordinance authorizing the Execution of Intergovernmental Agreement with O'Fallon Community School District 90 and O'Fallon Township High School 203
>
> Item 9 – An Ordinance approving the Tax Increment Redevelopment Plan and Project for the Route 50/Scot Troy Road Redevelopment Project Area

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Item 10 – An Ordinance Designating the Route 50/Scott-Troy Road Redevelopment Project Area

Item 11 **–** An Ordinance adopting the Tax Increment Financing for the Route 50/Scott Troy Redevelopment Project Area

Item 12 **–** An Ordinance authorizing the execution of the redevelopment agreement with S.I. Strategy, LLC

Item 13 **–** An Ordinance Proposing the approval of a Business District Plan for the proposed Route 50/Scott-Troy Road Business District and Fixing the time and place for a Public Hearing date on the Plan and designating the Business District

Motion by J. Albrecht and seconded by K. Hagarty to approve on 1st Reading items 6 – 13 under the previous Omnibus Agreement.

M. Bennett wanted to see the name change, and asked if the Parks director had reviewed the plans, and T. Shekell said that she had.

J. Drolet said this has been a long process to get this here. We have had four individuals take the nationals. They all play in St. Louis because there is no place for them to play here. Kristin Smith, a goalie, has to go to Chicago to play. McKendree has reviewed all of the plans and placed their name on the side of the building. It is a private $16 - $26 million investment.

In answer to the question by E. True, T. Shekell said the plans have been reviewed internally.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, no; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 1. Motion carried.

Motion by J. Albrecht and seconded by G. McCoskey to consider items 14 – 16 under the Omnibus Agreement. All ayes. Motion carried.

Mayor Graham read the following:

Item 14 – An Ordinance annexing Certain Territory to be named Reserves of Timber Ridge containing approximately 111.57 acres

Item 15 **–** An Ordinance amending Ord. 623, Zoning, Development known as the Reserves of Timber Ridge Subdivision

Item 16 **–** An Ordinance approving the transfer of the Volume Cap in connection with private activity bond issues and related matters

Motion by J. Albrecht and seconded by H. Roach to approve on 1st Reading items 14 – 16 under the previous Omnibus Agreement.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

Motion by J. Albrecht and seconded by M. Bennett to approve on 1st Reading item 17, an Ordinance budgeting for all corporate purposes of the City of O'Fallon for the fiscal year beginning May 1, 2015 and ending April 30, 2016.

M. Bennett said they discussed removing $130,000 for the comprehensive review of the street conditions. Motion by M. Bennett and seconded by G. McCoskey to amend the budget to remove $130,000 from the line item.

Mayor Graham asked why it needed to be removed, as the streets will not get better. M. Bennett replied that we do not have the revenue stream to address the problem. The staff already knows which streets need to be addressed. Mayor Graham said the study will rate the streets from the worse to the best. G. McCoskey added that the staff knows which streets are worse, so we do not need a list.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, no; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 13; Nos – 1. Motion carried.

Vote on the Ordinance as amended:
ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

2nd Readings – No 1st reading Ordinances brought forward.

STANDING COMMITTEES –

Community Development: Motion by J. Albrecht and seconded by H. Gerrish to approve the Special Event request from Gateway Classic Cars to display signage for their event April 17th – April 18, 2015 for the Midwest Motorcycle Expo.

M. Bennett stated the parking is an issue in that area especially on a Saturday.

C. Cardona said she has been contacted by both sides. The parking is a big issue, as the event will take parking from other businesses. E. True said that the police and fire chiefs have recommended the event go forward. Chief Van Hook said it has potential to be a great event, but they do need to be guaranteed to have access. Traffic could be a challenge, but similar events have been successful without any issues. Chief Saunders

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added that the event planners have made adjustments upon their recommendations. T. Shekell said one of the conditions is the police have authority to dispatch extra officers at Gateway's expense.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, no; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, no; Cardona, no; Hursey, no; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 10; Nos – 4. Motion carried.

Motion by J. Albrecht and seconded by G. McCoskey to approve the following Special Event permit request to approve the Special Event requests from Global Brew to hold a Crawfish Boil on June 20th, Founders Day on August 14th, Craft Beer Bash on September 12th, and Oktoberfest and Fun Run on September 19th at their locations, with conditions and to approve the YMCA temporary trailers from May 18th – August 21, 2015 for the Summer Camp Program, with conditions. All ayes. Motion carried.

He stated they will meet April 13th at the Public Safety building.

Public Works: Motion by R. Meile and seconded by J. Mouser to approve the replacement of Unit 1, with a Ford truck for a total amount of $25,179.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

He stated they will meet April 27th at 7:00 p.m. at the Public Safety building.

Public Safety: K. Hagarty said they will meet at the Public Safety building at 5:00 p.m. April 13th.

Finance/Administration: Motion by M. Bennett and seconded by J. Mouser to approve Warrant #322 in the amount of $1,428,264.75.

ROLL CALL: McCoskey, aye; Meile, aye; True, aye; Albrecht, aye; Mouser, aye; Hagarty, aye; Drolet, aye; Roach, aye; Bennett, aye; Cardona, aye; Hursey, aye; Holden, aye; Cozad, aye; Gerrish, aye. Ayes – 14; Nos – 0. All ayes. Motion carried.

Parks and Environment: E. True said they will meet at the Public Safety Building at 5:30 on Monday, April 13th.

EXECUTIVE SESSION: No closed session.

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

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The meeting was adjourned at 8:07 p.m.

Submitted by,

_____
Philip A. Goodwin
City Clerk

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

RESOLUTION 2015 - _____

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

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

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

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

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

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

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

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

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

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

Attest:

_____
Philip A. Goodwin, City Clerk

Approved:

_____
Gary L. Graham, Mayor

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

PRE-ANNEXATION AGREEMENT

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

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

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

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

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

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

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

3. **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O'Fallon, IL 62269

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

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

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

ATTEST:

By:_____

Name: Philip A. Goodwin

Title: City Clerk

By:_____

Name: Gary L. Graham

Title: Mayor

OWNER: MRK Land Trust

DATED: _____

BY: _____

NAME: Michael R. Kombrink, Trustee

ATTEST: _____

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

_____
Notary Public

O'Fallon, Illinois

My Commission expires: _____

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LIST OF EXHIBITS

Exhibit A- Legal Description of Parcel

Exhibit B- Petition for Annexation

Exhibit C- Plat of Annexation

Exhibit D- Legal Description of Adjacent Parcel

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EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

Annexation Tract 1

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

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

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

Said tract contains 9.2 acres, more or less.

PIN Part of 03-13.0-100-010

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EXHIBIT B

PETITION FOR ANNEXATION

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

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

ADDRESS(ES):1240 Pausch Road

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

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

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

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

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

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

DATED: _____

OWNER:_____

PRINT: Michael Kombrink

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

_____
Notary Public

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EXHIBIT C

PLAT OF ANNEXATION

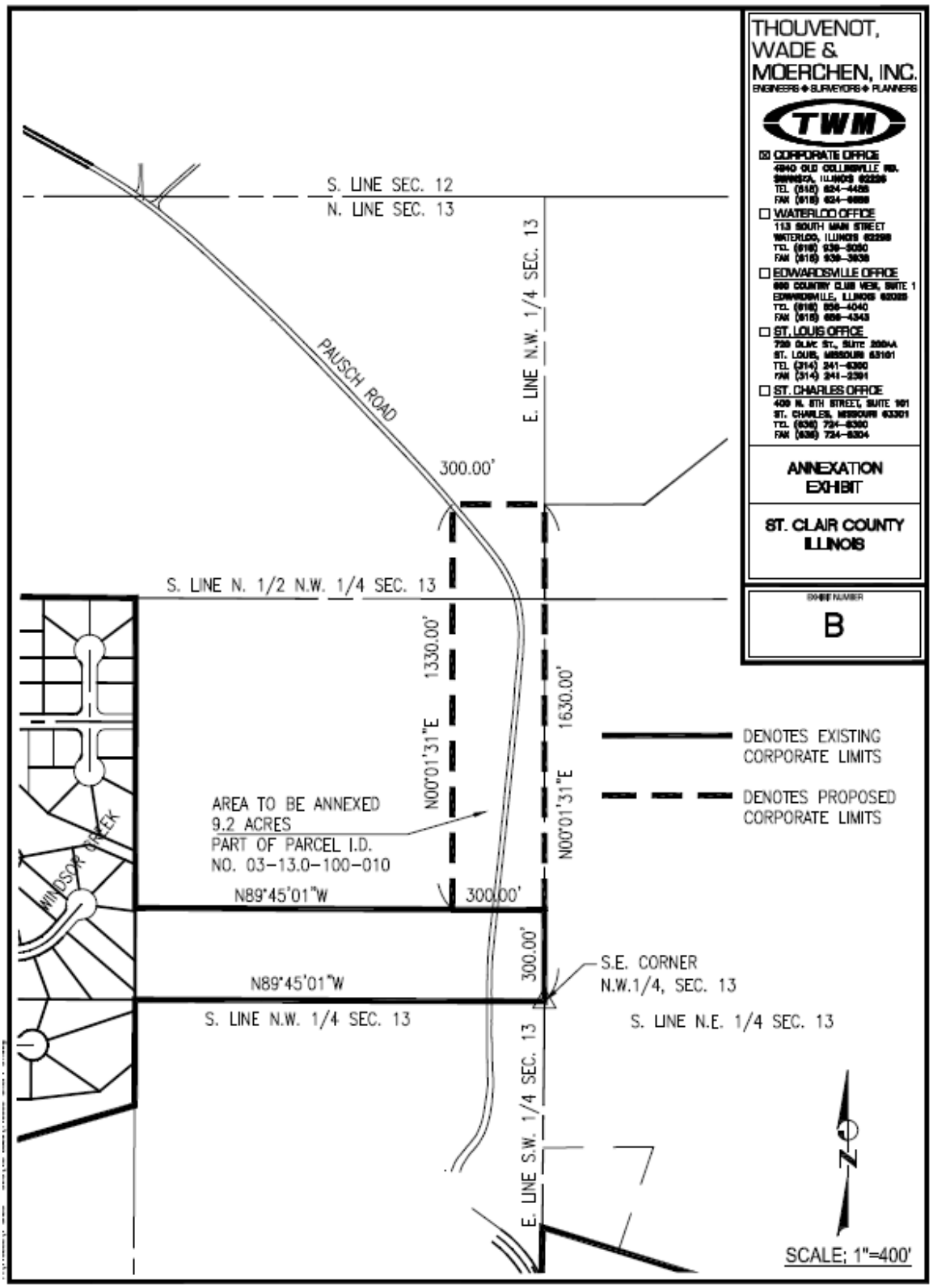

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EXHIBIT D

LEGAL DESCRIPTION OF ADJACENT PARCEL

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

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

Said tract contains 102.37 acres, more or less.

Subject to easements, conditions and restrictions of record.

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

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RESOLUTION 2015 - _____

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

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

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

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

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

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

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

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

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

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

Attest:

_____
Philip A. Goodwin, City Clerk

Approved:

_____
Gary L. Graham, Mayor

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CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: April 6, 2015

Subject: Reserves of Timber Ridge Subdivision Annexation (Resolutions)

List of committees that have reviewed: The Planning Commission held a public hearing on the above referenced application at their March 10, 2015 meeting, voting 5-ayes and 1-nay to approve the requested Preliminary Plat application for the Reserves of Timber Ridge, subject to the conditions recommended by staff. Community Development Committee and the City Council passed the annexation on 1st Reading at the April 6th Council Meeting. The Committee recommended approval with a vote of 4-0 of the annexation agreements with Reserves of Timber Ridge, LLC and MRK Land Trust.

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

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

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

Legal Considerations, if any: The City Attorney and Special Counsel have reviewed the proposed Annexation Agreements and have provided the attached resolutions for approval by Council.

Budget Impact: None

Staff Recommendation: Staff recommends approval of the annexation agreements.

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

PRE-ANNEXATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

2. **Annexation**.

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

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

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

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

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

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

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

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

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

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

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

5. Developer Improvement Obligations.

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

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

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

6. Water Supply and Service.

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

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

7. Sanitary Sewer.

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

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

8. Stormwater and Drainage Facilities.

On the Development Parcel, the Owner shall use and exercise all reasonable means and facilities to install storm sewer lines ("Storm Sewers") and retention basins sufficient to serve the Development Parcel and the Development. Said storm sewer lines and detention/retention areas

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

9. Roadways/Sidewalks.

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

10. Development; Dedication of Improvements.

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

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

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

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

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

If to the City:

City of O'Fallon, Illinois
225 S. Lincoln Avenue
O'Fallon, IL 62269
Attention: Planning Director

with a copy to:

Mr. Terry Bruckert, Esq.
Attorney at Law
1002 E. Wesley Dr.
O'Fallon, IL 62269

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If to the Developer/Owner: Reserves of Timber Ridge, LLC
1306 Arbor Green Trail
O'Fallon, IL 62269

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

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

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

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

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

CITY:

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

ATTEST:

By:_____

Name: Philip A. Goodwin

Title: City Clerk

By:_____

Name: Gary L. Graham

Title: Mayor

DEVELOPER:

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

By:_____

Name:_____

Title:_____

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LIST OF EXHIBITS

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

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EXHIBIT "A"

[LEGAL DESCRIPTION OF DEVELOPMENT PARCEL]

TWM DESCRIPTION OF TRACTS COMBINED:

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

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

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

EXCEPT COAL, OIL, GAS AND OTHER MINERALS.

SAID COMBINED TRACT CONTAINS 102.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

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

turn to Agen

EXHIBIT "B"

PETITION FOR ANNEXATION

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

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

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

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

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

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

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

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

PETITIONER:

DATED:_____

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

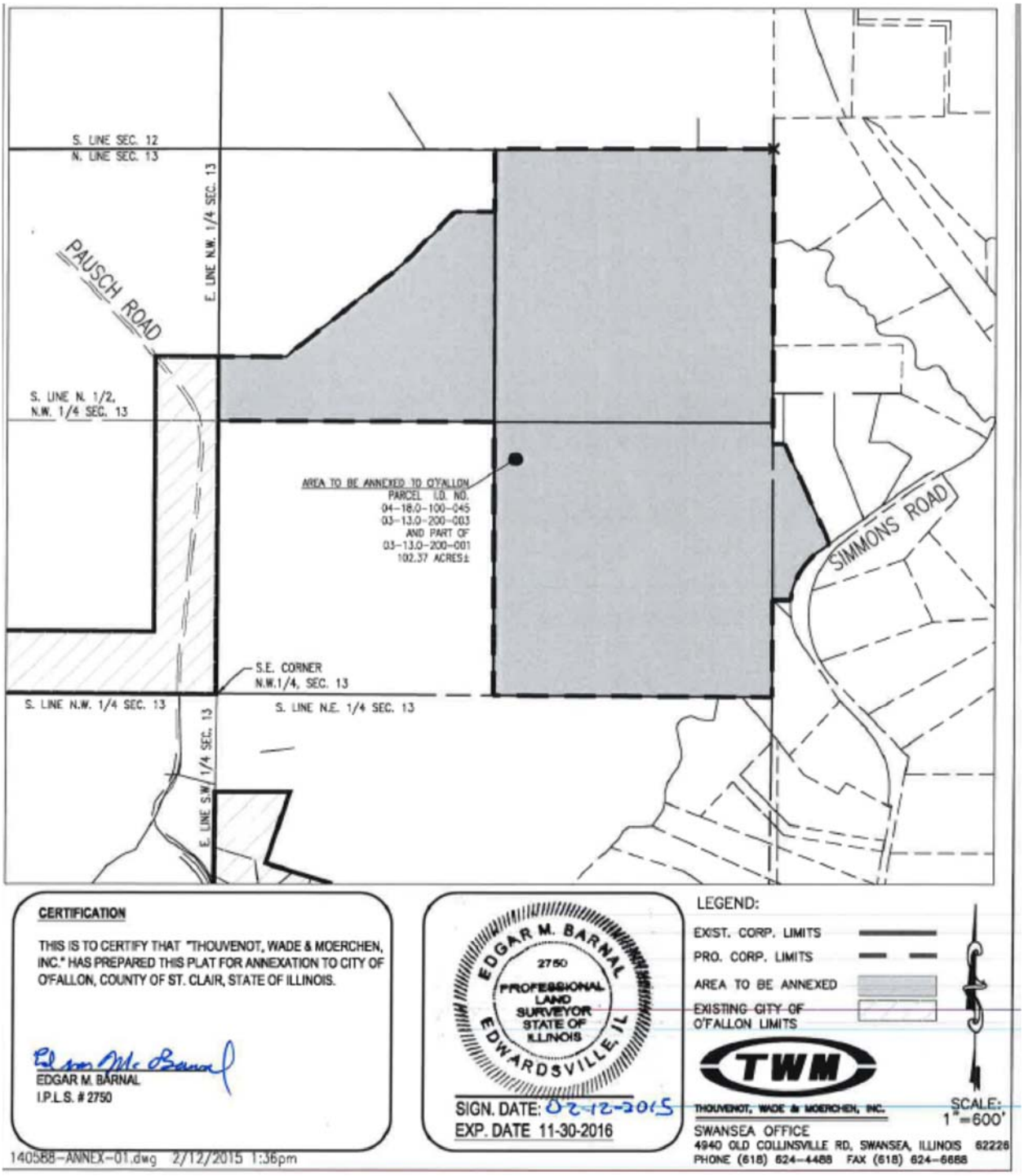
By:_____
Name:_____
Title:_____

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

_____
Notary Public

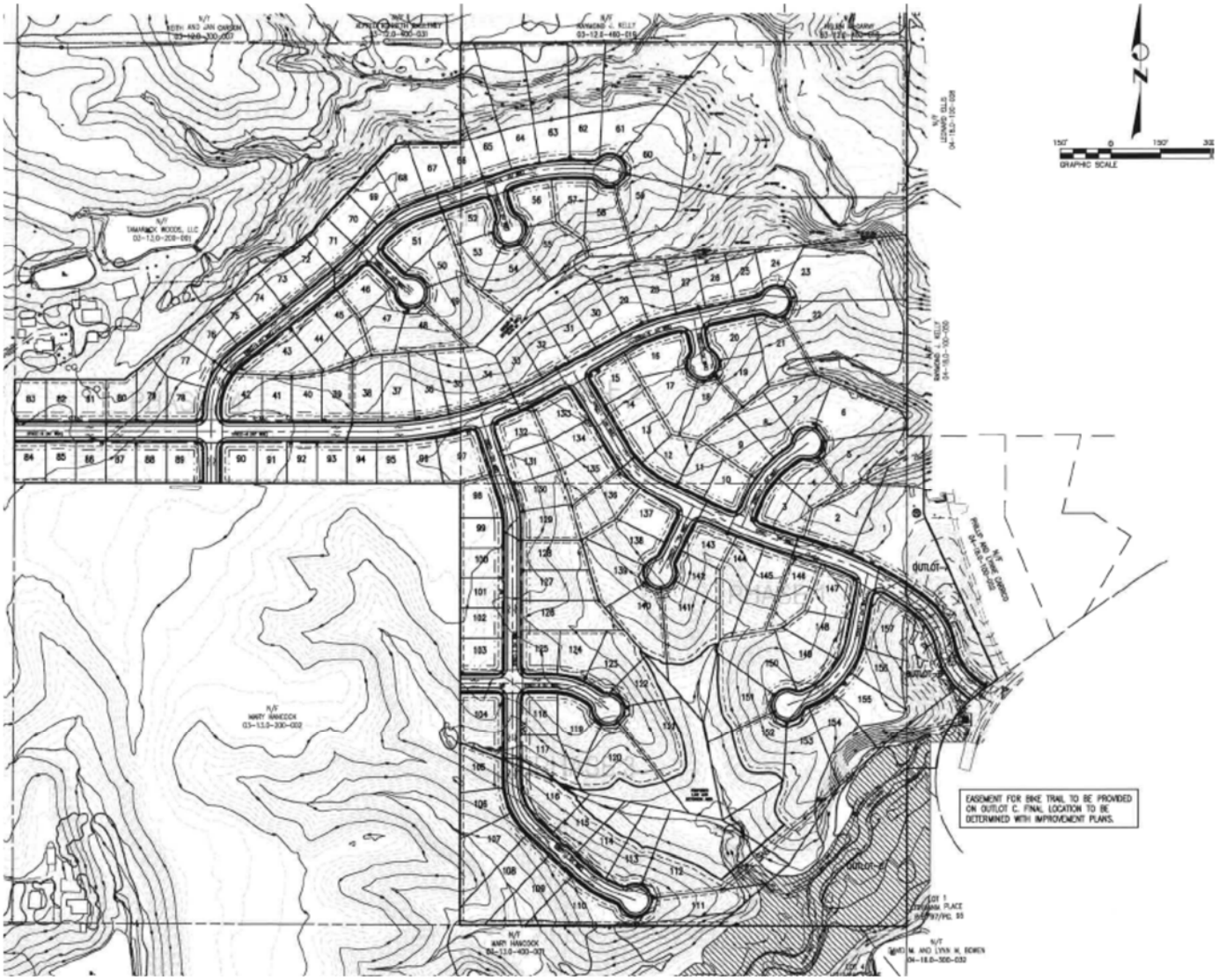
My Commission expires: _____

EXHIBIT "C"


S. LINE SEC. 12
N. LINE SEC. 13
E. LINE N.W. 1/4 SEC. 13
PAUSCH ROAD
S. LINE N. 1/2,
N.W. 1/4 SEC. 13
AREA TO BE ANNEXED TO O'FALLON
PARCEL I.D. NO.
04-18.0-100-045
03-13.0-200-003
AND PART OF
03-13.0-200-001
102.37 ACRES±
SIMMONS ROAD
S.E. CORNER
N.W.1/4, SEC. 13
S. LINE N.W. 1/4 SEC. 13
S. LINE N.E. 1/4 SEC. 13
E. LINE S.W. 1/4 SEC. 13
CERTIFICATION
THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF O'FALLON, COUNTY OF ST. CLAIR, STATE OF ILLINOIS.
EDGAR M. BARNAL
I.P.L.S. # 2750
EDGAR M. BARNAL
2750
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EDWARDSVILLE, IL
SIGN. DATE: 02-12-2015
EXP. DATE 11-30-2016
LEGEND:
EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING CITY OF O'FALLON LIMITS
TWM
THOUVENOT, WADE & MOERCHEN, INC.
SCALE: 1"=600'
SWANSEA OFFICE
4940 OLD COLLINSVILLE RD. SWANSEA, ILLINOIS 62226
PHONE (618) 624-4488 FAX (618) 624-5688
140588-ANNEX-01.dwg 2/12/2015 1:36pm

turn to Agen

EXHIBIT "D"



turn to Agen

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 623, ZONING DISTRICTS OF THE CITY OF O'FALLON, ILLINOIS (DEVELOPMENT KNOWN AS "GREEN MOUNT PROFESSIONAL BUILDING") LOCATED AT 1405 NORTH GREEN MOUNT ROAD

WHEREAS, the applicant, Rachelle Lengermann of Green Mount Development Group, LLC, has filed an application requesting approval of a planned use rezoning to authorize construction of a 60,000 square foot, 5-story Class A office building with a restaurant with liquor and outdoor seating at 1405 Green Mount Road 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 March 24, 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 6 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 April 13, 2015 the Community Development Committee of the City Council reviewed the rezoning and recommended approval with a vote of 4 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 "Green Mount Professional Building", be henceforth classified as zoning district B-1(P) Planned Community Business District with the following conditions:

1. A variance to reduce the required parking to 250 parking spaces, with a recommendation to continue to discuss with HSHS to acquire additional land in the northwest corner.
2. A variance to allow the parking lot perimeter and rows to be constructed per the site plan.

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

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	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									

turn to Agen

CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: April 20, 2015

Subject: P2015-03: Green Mount Professional Building, Planned Use – 1st Reading

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List of committees that have reviewed: The Planning Commission held a public hearing on the above referenced application at their March 24, 2015 meeting. The Commission voted 6-ayes and 0-nays to approve the requested Planned Use application for Green Mount Development Group, subject to the conditions recommended by staff. The Community Development Committee reviewed this application at its April 13, 2015 meeting and recommended approval with a vote of 4-0.

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

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

turn to Agen

PROJECT REPORT

TO:	Planning Commission
FROM:	Justin Randall, Senior City Planner
	Ted Shekell, Community Development Director
DATE:	March 24, 2015
PROJECT:	P2015-03: Green Mount Professional Building – Planned Use
Location:	Northwest corner of Green Mount Road and Regency Park (1405 North Green Mount Road)
Ward:	1
Applicant:	Rachelle Lengermann of Green Mount Development Group
Owner:	Green Mount Development Group
Submitted:	February 18, 2015

Introduction

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

Existing Conditions

Subject Property

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

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

Surrounding Properties

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

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

Applicable Ordinances, Documents and Reports

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

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

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

Discussion Points/Issues

Land Use

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

Traffic Circulation/Parking

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Utilities and Drainage

Public Utilities

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

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

Drainage

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

Building and Site Improvements

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

Sidewalk

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

Landscaping and Buffer Requirements

Parking Lot Landscaping

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

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

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

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

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

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

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

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

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

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

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

Variances

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

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

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

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

Review and Approval Criteria

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

1. The criteria governing the rezoning of the property and approval of site plans, as set forth in the standards and requirements found elsewhere in the zoning code or in other applicable law,
   The project meets all applicable zoning standards except for the variances identified above.
2. The physical design of the proposed plan and the manner in which said design makes adequate provisions for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space and park dedication, and furthers the amenities of light, air, recreation and visual enjoyment.
   The proposed development provides adequate provisions for public services, provides the necessary improvements to the control the increased traffic. The project greatly enhances pedestrian traffic opportunities on Green Mount Road and Regency Park Place. Overall, staff believes the site furthers the amenities of light, air, recreation and visual enjoyment.
3. The relationship and compatibility of the proposed plan to adjacent properties and the surrounding neighborhood.
   The development includes a number of visual enhancements done to reduce the visibility of mechanical units and landscaping will be provided to help in reducing the size of the building. Additionally, there are additional large developments along Regency Park, including the Regency Conference Center, Hilton Garden Inn and Balke Brown building.
4. The conformity with the standards and principles of the Comprehensive Plan and all other adopted regulations, including the Commercial Design Handbook dated July 6, 2009 and on file with the City Clerk. *(Ord 3665; passed 5-3-10)*
   The proposal is consistent with the Comprehensive Plan and the design of the buildings meets the intent of the Commercial Design Handbook.
5. The use(s) are designed, located and proposed to be operated so that the public health, safety and welfare will be protected.
   The proposed development is designed to be operated to protect the public health, safety and welfare.
6. An identified community need exists for the proposed use.
   Yes, a community need exists for the proposed use.
7. The proposed use(s) will not impede the normal and orderly development and improvement of the surrounding property, nor impair the use, enjoyment, or value of neighboring properties.
   The development will not impede the normal and orderly development and use of the surrounding property, nor will it impair the use, enjoyment, or value of neighboring properties.
8. The degree of harmony between the architectural quality of the proposed building and the surrounding neighborhood.
   The proposed building is similar to and will not detract from many of the structures surrounding the property.
9. The appropriateness of the minimum dimensions and areas of lots and yards set forth in the applicable zoning district regulations.
   The proposed development will be required to meet the area-bulk requirements set forth in the B-1 Community Business District.

<u>Staff Recommendation</u>

Staff recommends approval of the project with the following conditions:

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

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

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

Attachments

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

CITY OF O'FALLON

FEB 18 2015

DATE PAID

turn to Agen

O'Fallon ILLINOIS

Planned Use / Re-Zoning Application

NAME OF PROJECT: GREEN MOUNT BUILDING PARTNERS

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

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

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

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

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

SUMMARY DATA (RESPOND TO ALL THAT APPLY):

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

PROPOSED ZONING: B1 (P)

PROPOSED # OF LOTS: WILL COMBINE INTO 1

PROPOSED # OF DWELLING UNITS: 0

PROPOSED NUMBER OF BUILDINGS: 1

PROPOSED GROSS FLOOR AREA: ≈ 60,000 SF

AREA IN ACRES: ALL EXISTING 4 LOTS COMBINED = 3.546

PRESENT USE: EMPTY LOT

APPLICANT INFORMATION:

NAME: RACHELLE LENGERMANN

COMPANY: PROCHOR CONSTRUCTION

ADDRESS: 2808 THOLE PROCHOR LANE HIGHLAND, IL 62249

PHONE: 618-654-9408

FAX: 618-654-6454

EMAIL: RMLENGERMANN@PROCHORCO.COM

SIGNATURE OF APPLICANT

DESIGN PROFESSIONAL INFORMATION:

NAME: JUSTIN VENVERTLOH

COMPANY: TWM

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

PHONE: 618-656-4040

FAX: 618-656-4343

EMAIL: JVENVERTLOH@TWM-INC.COM

SIGNATURE OF DESIGN PROFESSIONAL

RECEIVED FEB 17 2015

STAFF USE ONLY

DATE RECEIVED:

APPLICATION RECEIVED BY: V. Evans

APPLICATION FEE: $500.00

PROJECT ID #: P2015-03

STAFF ASSIGNED: J. Randall

PLAN REVIEW FEE DEPOSIT REC'D: $900.00

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

- also -

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

turn to Agen

RECEIVED FEB 17 2015

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

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

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

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

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

March 19th, 2015

turn to Agen

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

Re: Green Mount Professional Building – Parking Variance

To Whom It May Concern:

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

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

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

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

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

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

	Proposed Space	Parking Rate	Total Spaces Required
1st Floor			
Bank	5,275	4 per 1000 s.f.	21
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2nd Floor			
Medical	12,000		30
3rd Floor			
Law Office	12,000		42
4th Floor			
Law Office	12,000		43
5th Floor			
Financial Planning	9,326		25
		Total	**213**

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

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

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

Sincerely,

Scott Plocher

Scott Plocher, PE
President

March 19th, 2015

turn to Agen

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

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turn to Agen

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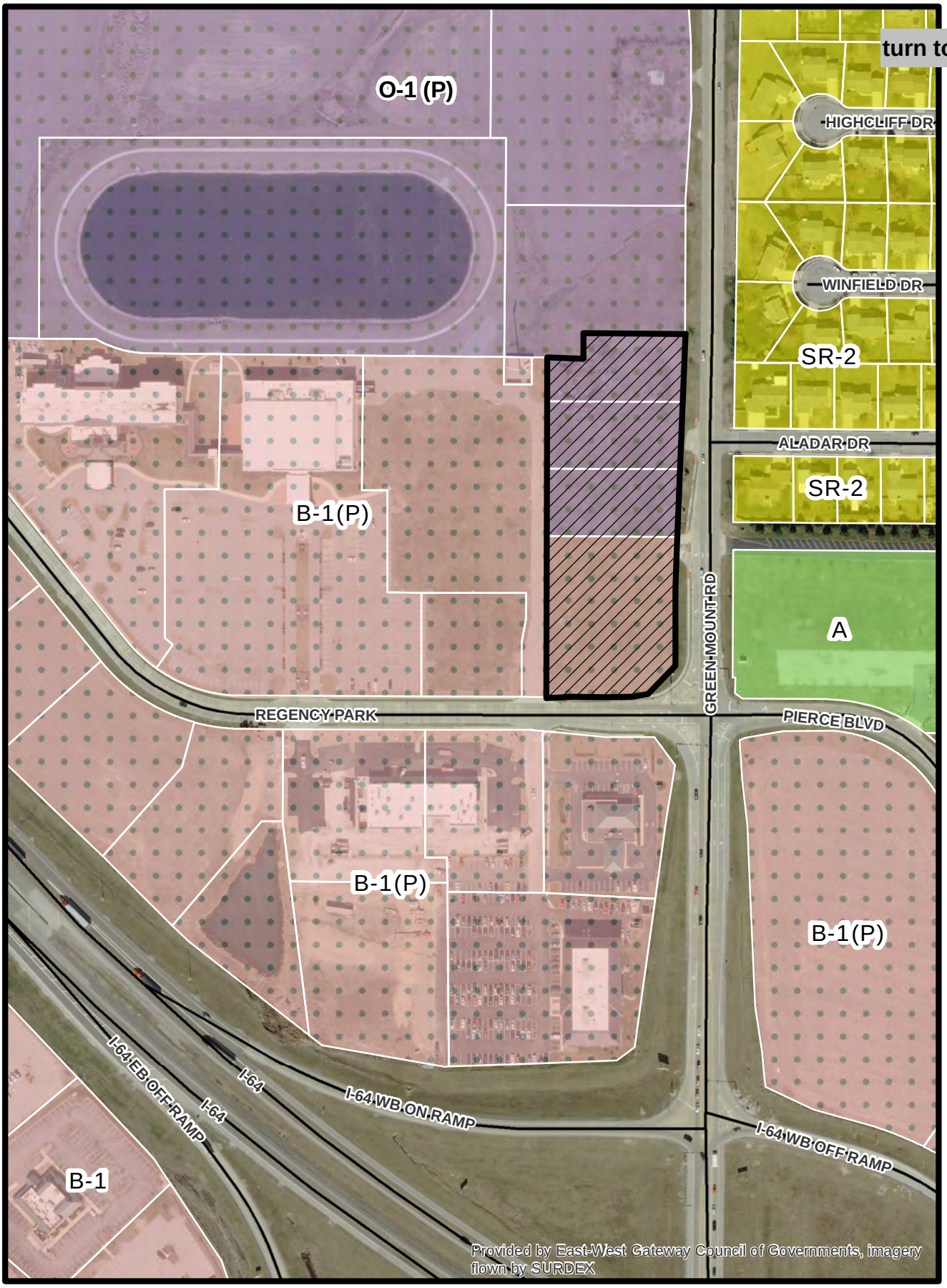
For the reasons listed above Plocher Construction asks that the City of O'Fallon grant the variance to permit 250 parking spaces in lieu of the required 260 for the Green Mount Professional Building allowing this exciting new one of a kind development to move forward promptly.

Sincerely,

Scott Plocher

Scott Plocher, PE
President

P2015-03: Green Mount Professional Building - Zoning Map



Subject Property

0 110 220 440 660 Feet

N W E S

O'Fallon ILLINOIS

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

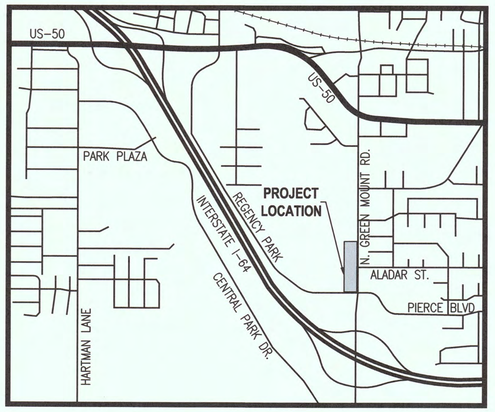
Subject Property

0 130 260 520 780 Feet

N W E S

O'Fallon ILLINOIS

turn to Agen



LOCATION MAP
NOT TO SCALE

Preliminary Site Plan for Green Mount Professional Building

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

INDEX OF SHEETS

C1 COVER SHEET

C2 SITE PLAN

C3 UTILITY AND GRADING PLAN

LEGAL DESCRIPTION

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

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

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

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

LEGEND

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

SITE SUMMARY TABLE

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

PARKING CALCULATIONS

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

CITY COUNCIL APPROVAL:

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

_____ _____
MAYOR DATE

ATTEST:

_____ _____
CITY CLERK DATE

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

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

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

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

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

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

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

SEAL

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

STATEMENT OF RESPONSIBILITY

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

TITLE: COVER SHEET
PLANNED USE DEVELOPMENT

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

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

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

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

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

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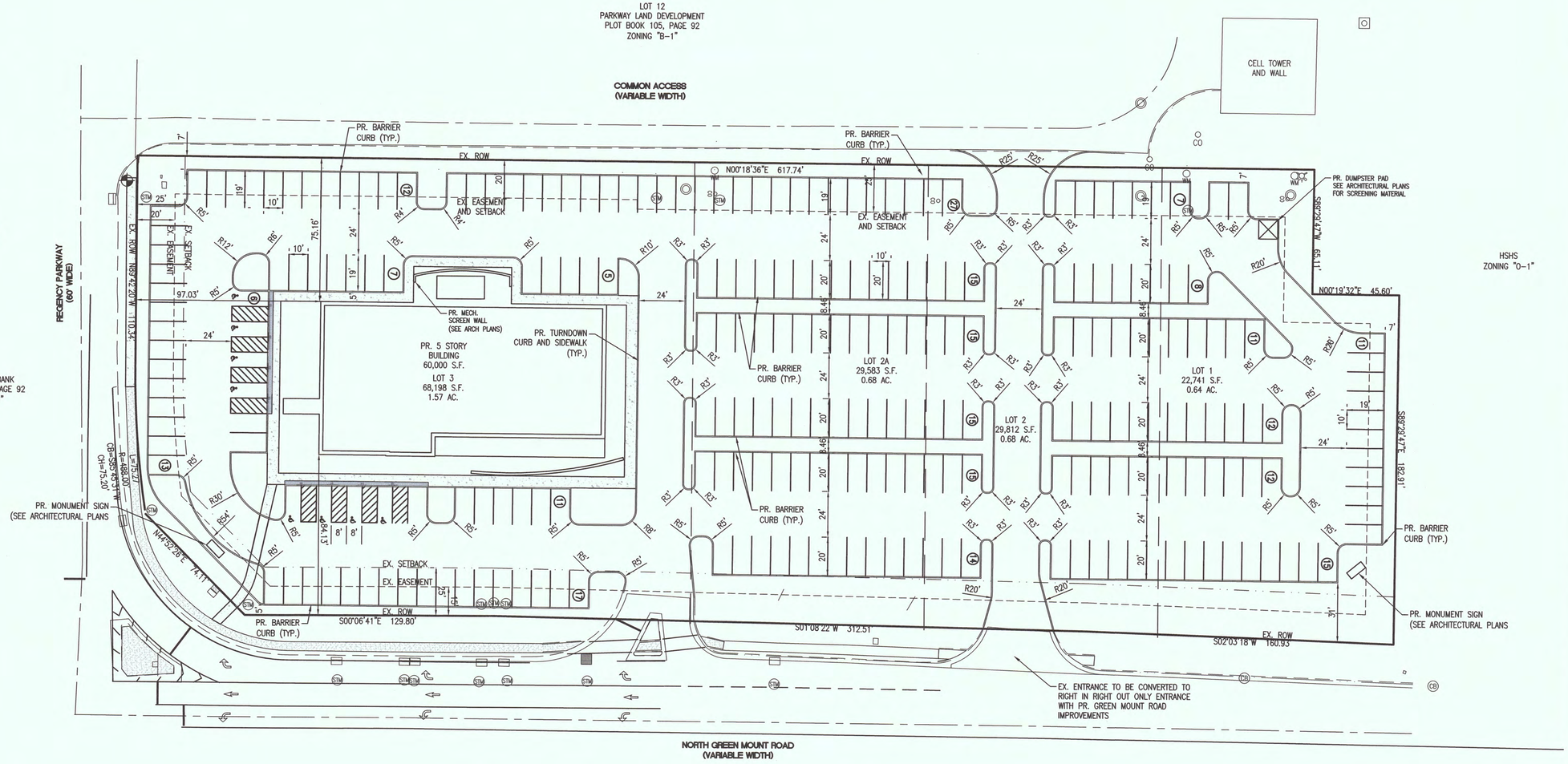

LEGEND

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

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

30' 0 30' 60'
GRAPHIC SCALE

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

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FAX (618) 624-6688

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TEL (636) 724-8300
FAX (636) 724-8304

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

SEAL

LICENSED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 082-060641
STATE OF ILLINOIS

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

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

TITLE: SITE PLAN
PLANNED USE DEVELOPMENT

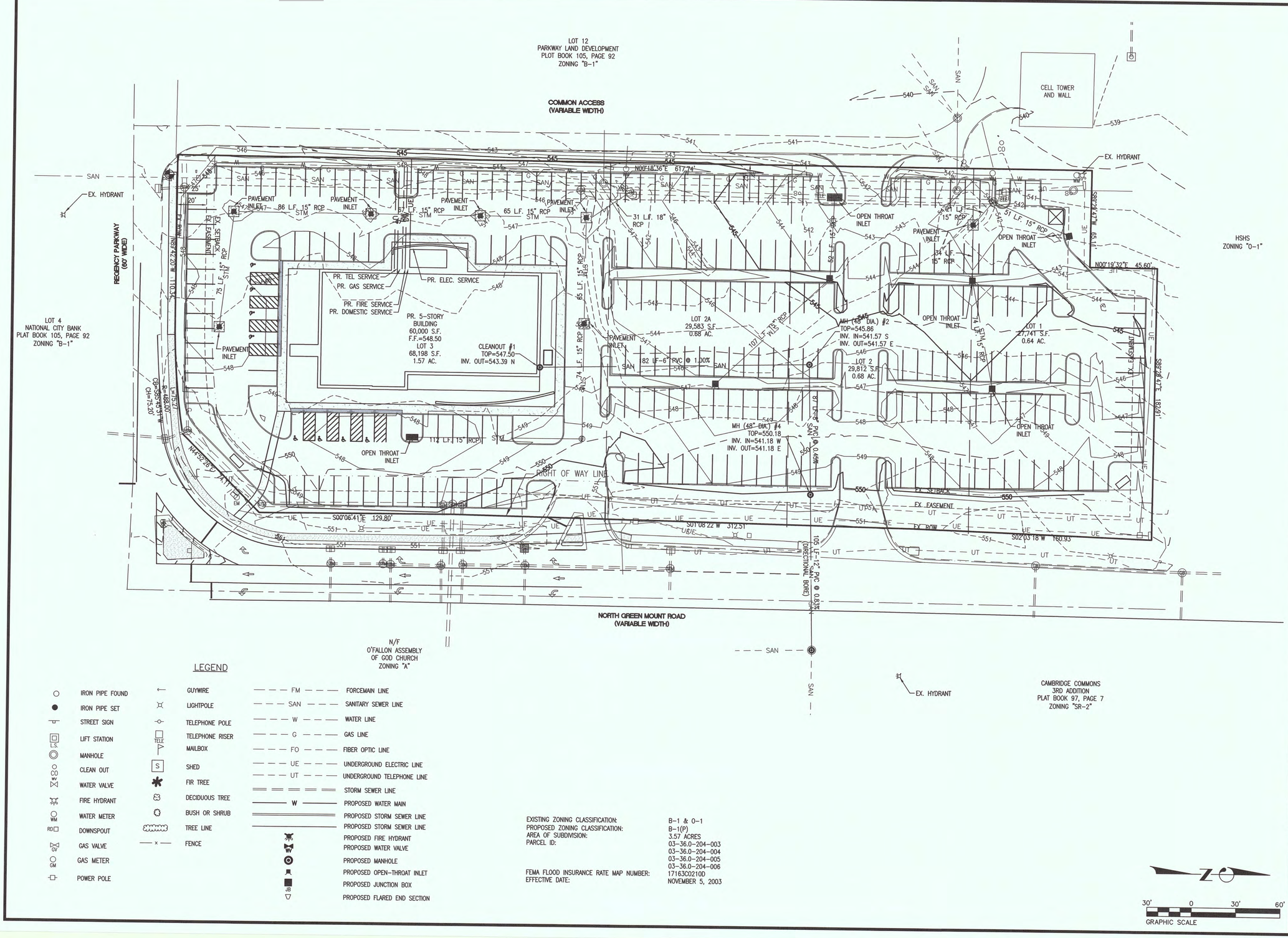
PROJECT: GREEN MOUNT
PROFESSIONAL BUILDING
CITY OF O'FALLON
ST CLAIR COUNTY, ILLINOIS

REV.	DATE	DESCRIPTION

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

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

turn to Agen



LEGEND

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

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

30' 0 30' 60'
GRAPHIC SCALE

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ILLINOIS PROF. LAND SURVEYING CORP.	048-000029
MISSOURI PROFESSIONAL ENGR. CORP.	NC 001528
MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

LICENSED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 062.06[illegible]
STATE OF ILLINOIS

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

STATEMENT OF RESPONSIBILITY

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TITLE: UTILITY AND GRADING PLAN
PLANNED USE DEVELOPMENT

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

REV.	DATE	DESCRIPTION

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

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

turn to Agen

LOT 12
PARKWAY LAND DEVELOPMENT
PLOT BOOK 105, PAGE 92
ZONING "B-1"

COMMON ACCESS
(VARIABLE WIDTH)

CELL TOWER
AND WALL

HSHS
ZONING "O-1"

LOT 4
NATIONAL CITY BANK
PLAT BOOK 105, PAGE 92
ZONING "B-1"

REGENCY PARKWAY
(60' WIDE)

LOT 3
68,198 S.F.
1.57 AC.

LOT 2A
29,583 S.F.
0.68 AC.

LOT 2
29,612 S.F.
0.68 AC.

LOT 1
27,741 S.F.
0.64 AC.

N00°18'36"E 617.74'

S89°29'47"W 661.11'

N00°19'32"E 45.60'

S89°29'47"E 182.91'

S89°29'47"W 110.34'

L1=75.57'
R=480.00'
CB=S85°45'53"W
CH=75.20'

N43°52'26"E 74.11'

S00°06'41"E 129.80'

S01°08'22"W 312.51'

S02°03'18"W 160.93'

NORTH GREEN MOUNT ROAD
(VARIABLE WIDTH)

N/F
O'FALLON ASSEMBLY
OF GOD CHURCH
ZONING "A"

CAMBRIDGE COMMONS
3RD ADDITION
PLAT BOOK 97, PAGE 7
ZONING "SR-2"

LEGEND

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

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

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GRAPHIC SCALE

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MISSOURI PROFESSIONAL ENGR. CORP.	NC 001528
MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

LICENSED PROFESSIONAL ENGINEER
JUSTIN J. VENVERTLOH
NUMBER 062.060644
STATE OF ILLINOIS

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

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TITLE: TURNING MOVEMENTS
PLANNED USE DEVELOPMENT

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

REV.	DATE	DESCRIPTION
△		
△		
△		

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

☒ ISSUED FOR REVIEW ☐ ISSUED FOR BIDDING
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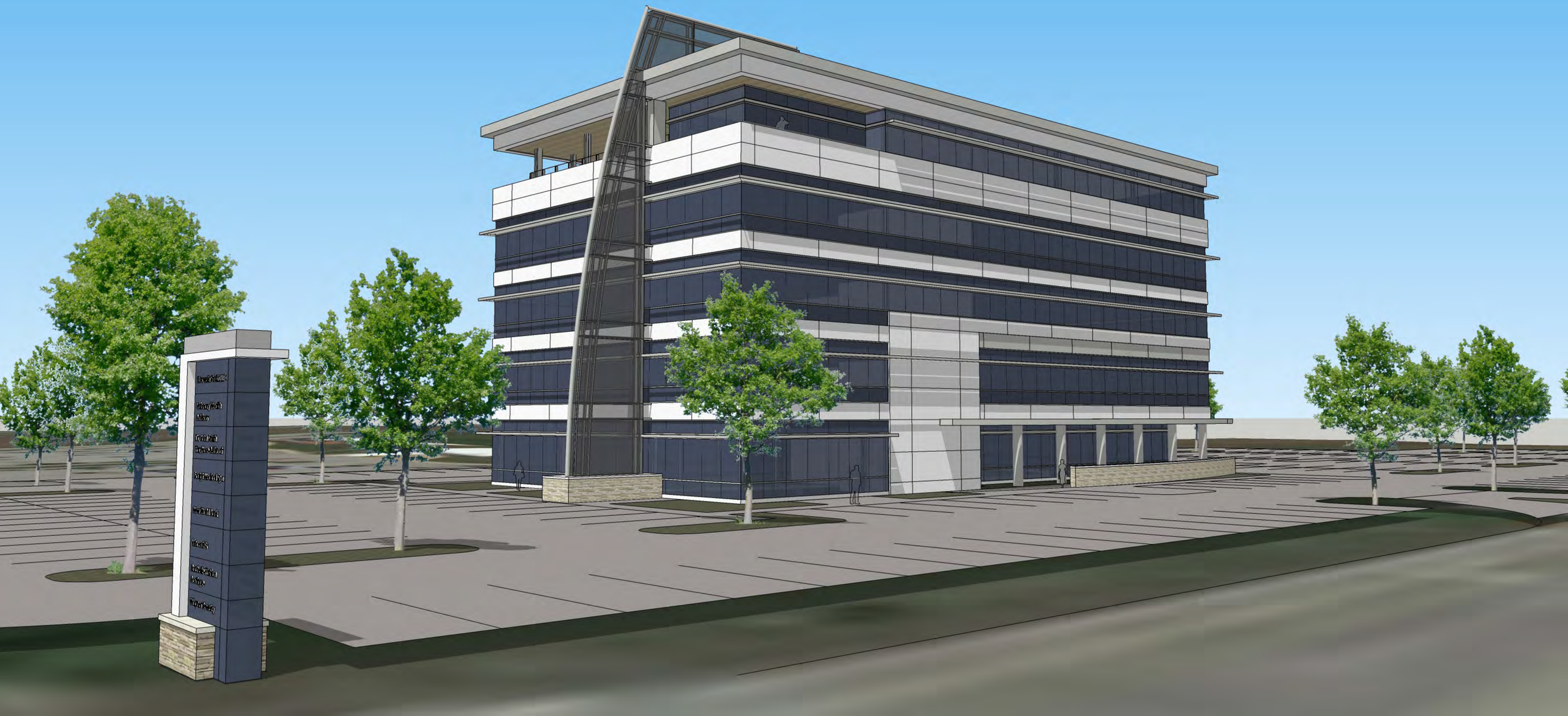


turn to Agen

555
turn to Agen

turn to Agen

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

turn to Agen

6 5 4 3 2 1.2 1

BEYOND

Signage : 2'-6" x 42'-6" = 106.25 s.f.

Signage : 2'-6" x 30'-0" = 75 s.f.

Signage : 2'-6" x 20'-0" = 50 s.f.

FIFTH FLR
EL. 159'-2"

FOURTH FLR
EL. 144'-0"

THIRD FLR.
EL. 130'-0"

SECOND FLR.
EL. 116'-0"

FIRST FLR.
EL. 100'-0"

3'-6" 8'-0" 2'-0" 3'-0" 16'-0" 8'-4" 6'-10" 15'-2" 11'-0" 3'-0" 86'-8" 14'-0" 8'-4" 2'-8" 3'-0" 2'-8" 3'-0" 14'-0" 11'-0" 3'-0" 16'-0" 13'-0"

2'-6" 2'-6" 2'-6" 2'-6"

32'-8"

10'-4" 9'-4" 1'-0"

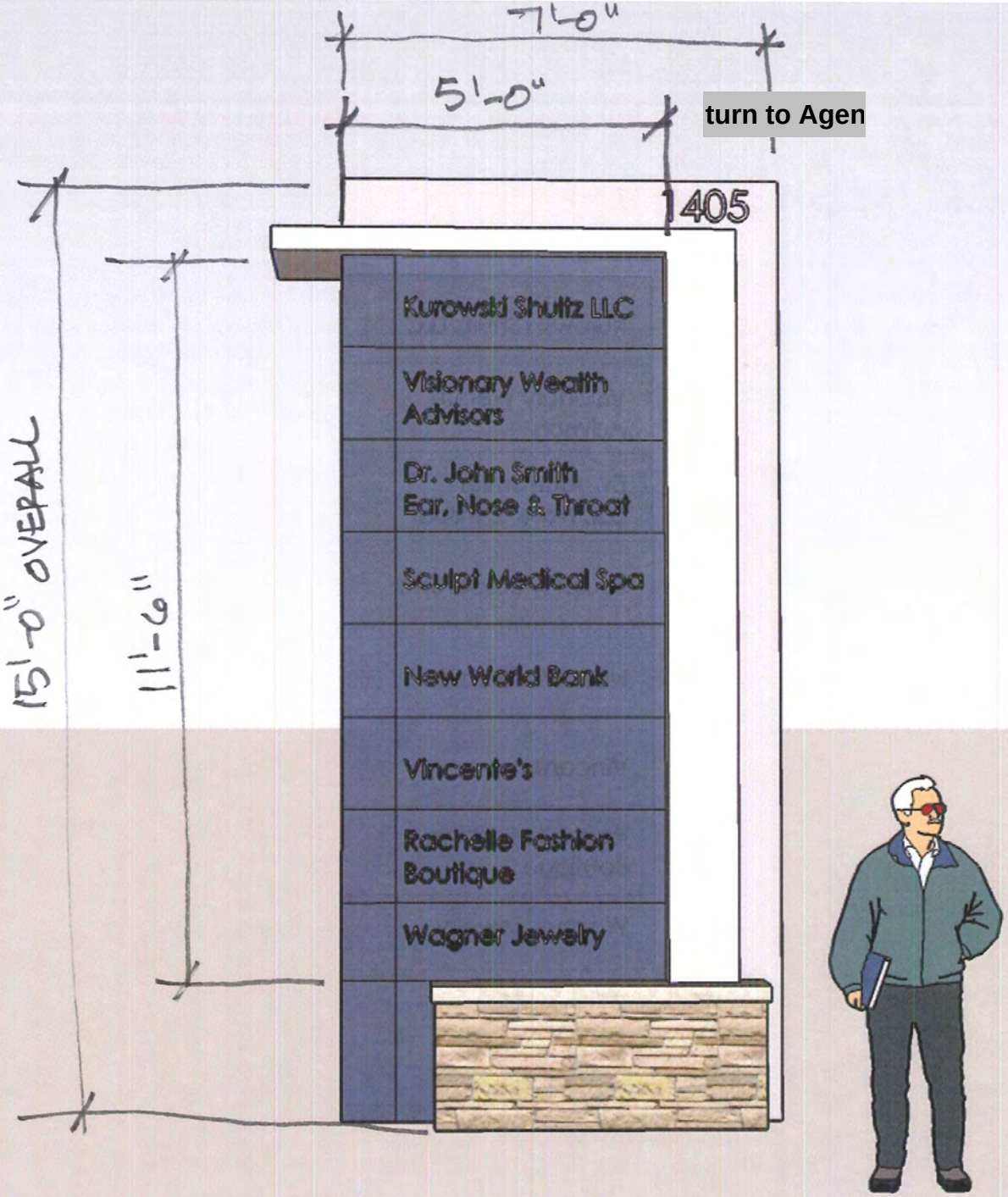
10'-0"

83'-0" 80'-8" 3'-4"

BEYOND BEYOND BEYOND BEYOND BEYOND BEYOND BEYOND

2 WEST ELEVATION

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


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

turn to Agen

City Council Agenda Items

To: Mayor /City Council

From: Sandy Evans, Director of Finance
Walter Denton, City Administrator

Date: April 20, 2015

Subject: 2015/2016 Annual Budget as amended

List of committees that have reviewed: None - Amended by Council

Background: The Proposed 2015/2016 budget was amended on the First Reading at the April 6th Council Meeting. As a result of the approved budget amendment, $130,000 has been moved from Engineering Services line item to the Street Maintenance line item in the Streets Budget with no change to the total department budget.

Legal Considerations, if any: None

Budget Impact: There is no change in the total budget amount. This budget reflects expenditures in all funds of $76,001,065 which are equally balanced by revenue. This budget is balanced with current revenue and expenditures and is a 22% increase of approximately $12 million compared to last year's budget. The increase is mostly due to capital projects in the TIF, Water, Sewer and Prop S departments.

Staff recommendation: Staff recommends Council approval.

turn to Agen

CITY OF O'FALLON, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF O'FALLON WHICH AUTHORIZES THE EXECUTION OF THE REDEVELOPMENT AGREEMENT WITH S.I. STRATEGY, LLC

WHEREAS, the City of O'Fallon, St. Clair County, Illinois (the "City") has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment ("TIF") Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the "TIF Act"), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer's undertaking and performance of such project; and

WHEREAS, the City authorized preparation of a redevelopment plan entitled "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Route 50 / Scott-Troy Road Redevelopment Area" ("Redevelopment Plan"), with established geographic boundaries (hereinafter the "Redevelopment Project Area") for the City of O'Fallon, St. Clair County, Illinois; and

WHEREAS, in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the "Council") held on March 16, 2015, notice of such hearing having been given in accordance with the TIF Act; and

WHEREAS, the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted the following ordinances:

(1) Ordinance No. _____, approving the Redevelopment Plan and Project,

(2) Ordinance No. _____, designating the Redevelopment Project Area, and

(3) Ordinance No. _____, adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore ("Special Tax Allocation Fund"); and

WHEREAS, S.I. Strategy, LLC ("Developer") has submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by the Developer within a portion of the Redevelopment Project Area (the "Project Area"). The City and

Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Ordinance) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and

WHEREAS, the Council desires to enter into an agreement ("Redevelopment Agreement") with the developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

WHEREAS, the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create jobs, to further the development of O'Fallon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

WHEREAS, pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with the Developer.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of O'Fallon, St. Clair County, Illinois, as follows:

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

2. The Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement certain portions of the Redevelopment Plan and to enable the Developer to carry out the Development Project; and

3. The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit "A" ("Redevelopment Agreement").

4. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment 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

5. 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

6. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid; and

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

8. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Ordinance; and

9. All Ordinances, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided 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	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									

turn to Agen

REDEVELOPMENT AGREEMENT

between

CITY OF O'FALLON, ILLINOIS

and

S. I. Strategy, LLC

dated as of

_____ , 2015

CITY OF O'FALLON, ILLINOIS TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND BUSINESS DISTRICT PLAN FOR THE ROUTE 50/SCOTT-TROY ROAD REDEVELOPMENT PROJECT AREA

turn to Agen

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (this **"Agreement"**) is made and entered into as of the_____day of_____, 2015 by and between the City of O'Fallon Illinois, an Illinois municipal home rule corporation (the **"City"**), and S. I. Strategy, LLC, an Illinois limited liability company located at P.O. Box 312, Nashville, IL 62263 (**"Developer"**).

R E C I T A L S

The following Recitals are incorporated herein and made a part hereof.

A. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the City, foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the **"TIF Act"**), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.

C. Pursuant to the TIF Act, a plan for redevelopment known as the "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Route 50/Scott-Troy Road" dated January 8, 2015(the "TIF Plan") for an area designated therein (the **"Redevelopment Project Area"**), consisting of approximately 47 acres, as legally described on **Exhibit A-1** hereto, has been prepared and reviewed by the City. Within the Redevelopment Project Area are parcels of land designated as the "Rec-Plex Parcel" and the "Rec-Plex Drive," (legally described on **Exhibit B** hereto) which is the basis for this Agreement and described more fully within. Developer is the owner of the Rec-Plex Parcel.

D. In accordance with the TIF Act, the City (i) convened a Joint Review Board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and the Redevelopment Project at a meeting of the City Council (the **"Corporate Authorities"**) of the City held on March 16, 2015, notice of such hearing having been given in accordance with the TIF Act.

E. The Corporate Authorities, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances: (1) Ordinance No. ____, approving the TIF Plan, (2) Ordinance No. ____, designating the Redevelopment Project Area, and (3) Ordinance No. ____, adopting tax increment financing for the Redevelopment Project Area, which contains the Rec-Plex Parcel, and establishing a special tax allocation fund therefor (the **"Special Tax Allocation Fund"**).

F. The City is authorized pursuant to the provisions of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. as amended (the "Business District Law") to designate an area within its boundaries as a business district for purposes of carrying out the development or redevelopment of such area pursuant to a specific plan.

G. The City's exercise of the powers granted in the Business District Law is dedicated to the promotion of the public interest, the enhancement of the tax base within the City, the creation of employment and the eradication of blight, and the use of such powers for the creation, development, improvement, maintenance and redevelopment of business districts is hereby declared to be for the public

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safety, benefit and welfare of the residents of the City and the State of Illinois, essential to the public interest and for public purposes; and

H. A business district plan has been prepared by the consulting firm of PGAV Planners, dated March 11, 2015, entitled "*Route 50/Scott-Troy Road Business District, Business District Plan*" (the "Business District Plan"), which sets forth a plan for the development and redevelopment of an area which encompasses approximately 47 acres of land, the legal description of the area to be addressed in this Business District Plan is set forth on **Exhibit A-2** (the "Business District").

I. The City on _____, 2015, published a notice of public hearing to be held with respect to the approval of the Business District Plan and the designation of the Business District, and the City held a public hearing as provided in such notice on _____, 2015, at which members of the public were allowed to comment with respect to the provisions of the Business District Plan.

J. On _____, 2015, the Mayor and the City Council of the City adopted Ordinance _____ making all findings required under the Business District Law to and did cause the adoption of the Business District Plan, the creation of the Business District, the levy of a retailers' occupation tax and service occupation tax and a hotel operators' occupation tax within such Business District, to expend the revenues from such district sales tax to facilitate the financing of the Developer's Development Project, and to enter into this Agreement and to share its Business District Revenues as contemplated herein.

K. Developer has presented a Development Project to the City, to be undertaken by Developer and the City, in accordance with the terms and conditions of this Agreement.

L. Developer agrees to complete the Developer Improvements (as defined herein) in connection with the Developer's Development Project, subject to the conditions herein and the City's performance of its obligations under this Agreement.

M. The City strongly supports increased economic development to provide additional jobs for residents of the City, to expand retail business and commercial activity within the City and to develop a healthy economy and stronger tax base. The City and Developer reasonably expect that completion of the Developer's Development Project will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan.

N. It is necessary for the successful completion of the Developer's Development Project that the City enter into this Agreement with the Developer to provide for the redevelopment of the Redevelopment Project Area, which includes the Rec-Plex Parcel, thereby implementing the Redevelopment Plan.

O. Developer is unable and unwilling to undertake the redevelopment of the Redevelopment Project Area but for Business District Revenues (as hereinafter defined) and certain tax increment financing (**"TIF"**) incentives to be provided by the City in accordance with the Business District Law, the TIF Act and the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein. The parties acknowledge and agree that but for the Business District Revenues and TIF incentives to be provided by the City, Developer cannot successfully and economically develop the Rec-Plex Parcel and the remaining Redevelopment Project Area in a manner satisfactory to the City. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein, and as this Agreement may be supplemented and amended.

P. Developer proposes to construct the Developer Improvements in connection with the Developer's Development Project in the Redevelopment Project Area and has demonstrated to the City's

satisfaction that Developer has the experience and capacity to complete the Developer Improvements.

Q. The City, in order to stimulate and induce development of the Redevelopment Project Area, has determined that it is in the best interests of the City to finance certain Developer's Development Project Costs through Business District Revenues and Incremental Property Taxes, all in accordance with the terms and provisions of the constitution and statutes of the State of Illinois, including the Business District Law, the TIF Act and this Agreement.

R. The Corporate Authorities hereby determine that the implementation of the Developer's Development Project and the fulfillment generally of the Redevelopment Plan are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

S. Pursuant to the provisions of the Business District Law and the TIF Act, the City is authorized to enter into this Agreement to evidence the City's obligation to pay certain Developer's Development Project Costs incurred in furtherance of the Redevelopment Plan and the Developer's Development Project, and to pledge the Business District Revenues and Incremental Property Taxes to the payment of the Reimbursable Developer's Development Project Costs to assist in financing of the Developer's Development Project.

T. This Agreement has been submitted to the Corporate Authorities of the City for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

U. Developer is a duly formed and validly existing limited liability company under the laws of Illinois. The execution, delivery and performance of this Agreement by Developer have been duly and validly authorized by all necessary action on the part of Developer.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE ONE

INCORPORATION OF

RECITALS

The findings, representations and agreements set forth in the above recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the City and of Developer according to the tenor and import of the statements in such recitals.

ARTICLE TWO

DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Agreement Term" means the period beginning as of the effective date of the Redevelopment Plan and concluding on the earlier to occur of: (i) the twenty-third (23rd) anniversary of the date of passage and approval of the later of the TIF Ordinance or the Business District Ordinance; or (ii) the date upon which all of the Reimbursable Developer's Development Project Costs (described below) have been paid by the City to Developer.

"Approving Ordinance" means the ordinance(s) of the City to be adopted by the Corporate Authorities, from time to time, authorizing Business District Revenues for the Business District Area and tax increment financing for the Redevelopment Project Area, and all related ordinances, resolutions and proceedings including, without limitation, the TIF Ordinance and the Business District Ordinance.

"Authorized City Representative" means the Mayor of the City, the City Administrator or designees or assigns.

"Business Day" means a day which is not a Saturday, Sunday or any other day on which banking institutions in New York, New York, or the city or cities in which the administrative offices or payment office of the Trustee is located, are required or authorized to close.

"Business District" means a district within a City created pursuant to the Business District Law and consisting of the Business District Area.

"Business District Area" means the area of the City legally described in **Exhibit A-2** attached hereto and incorporated by reference herein.

"Business District Law" means the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq.

"Business District Ordinance" means Ordinance No. _____ adopted by the City Council on _____, 2015, Establishing the Route 50/Scott-Troy Road Business District; Approving a Business District Plan; Authorizing the Imposition and Collection of a Sales Tax within such Business District.

"Business District Revenues" means all tax revenues received by the City from the retailers' occupation tax and service occupation tax and the hotel operators' occupation tax levied by the City within the Business District and the rates of such taxes shall be the highest rates permitted by law.

"Business District Tax Allocation Fund" means the fund to be created by the City pursuant to the Business District Law in to which are to be deposited the Business District Revenues.

"Certificate of Substantial Completion" means a document substantially in the form of **Exhibit D** attached hereto and incorporated by reference herein, delivered by Developer to the City, in accordance with this Agreement in connection with and evidencing the substantial completion of the various Phases of the Developer Improvements as identified on **Exhibit F** attached hereto.

"Certificate of Reimbursable Developer's Development Project Costs" means a document, substantially in the form of **Exhibit E** attached hereto and incorporated by reference herein, provided by Developer to the City evidencing Reimbursable Developer's Development Project Costs incurred by Developer with respect to the Developer Improvements as identified on **Exhibit F** attached hereto, which Developer may submit to pay for Reimbursable Developer's Development Project Costs associated with

the Developer Improvements.

"City" means the City of O'Fallon, St. Clair County, Illinois, an Illinois home rule municipality.

"City Attorney" means an attorney at law or firm of attorneys acceptable to the City and serving in such capacity at any time on behalf of the City, duly admitted to the practice of law before the highest court of the State of Illinois.

"City Council" means the City Council of the City of O'Fallon, Illinois.

"Concept Plan" means the plans for the Developer's Development Project, together with all supplements, amendments or corrections submitted by Developer and approved by the City in accordance with this Agreement, as set forth in **Exhibit C** hereto, as amended from time to time in accordance with this Agreement.

"Corporate Authorities" means the Mayor and the City Council.

"Developer" means S. I. Strategy, LLC, an Illinois limited liability company.

"Developer's Development Project" means the development project for the Redevelopment Project Area described in the Concept Plan attached hereto as **Exhibit C,** and consistent with the Redevelopment Plan.

"Developer's Development Project Costs" means the sum total of all reasonable or necessary costs actually incurred in performing the Work of the Developer's Development Project and any such costs incidental to the Developer's Development Project which are authorized for reimbursement under the Business District Law, the TIF Act and the Redevelopment Plan. **Exhibit G** provides an itemized list of such costs, which are available for reimbursement under the Business District Law and the TIF Act and are included in the Reimbursable Redevelopment Project Costs under the Redevelopment Plan.

"Developer Improvements" and "Work" mean all work necessary to prepare the Redevelopment Project Area and to construct the improvements for the Developer's Development Project as more fully described on **Exhibit F** hereto, the completion of which shall be evidenced as set forth in any applicable Certificate of Substantial Completion, and all other work reasonably necessary to effectuate the intent of this Agreement.

"Governmental Approvals" means all plat approvals, re-zonings, text amendments or other zoning changes, site or development plan approvals, planned unit development approvals, conditional use permits, re-subdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or similar approvals, utility regulatory approvals, and other approvals pertaining to the roadway widenings and reconfigurations and intersection and other street improvements from the City, St. Clair County, the State of Illinois, the appropriate sewer and other utility authorities, the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, and other or similar approvals required for the implementation of the Developer's Development Project.

"Incremental Property Taxes" means that portion of the ad valorem taxes, if any, arising from the taxes levied upon the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increases in the then current equalized assessed valuation of the Redevelopment Project Area over and above the Total Initial Equalized Assessed Valuation of each such pieces of property, all as determined by the County Clerk of the County of St. Clair, Illinois, pursuant to and in accordance with the TIF Act, and includes any replacement, substitute or amended taxes.

"Intergovernmental Agreement" means collectively any agreements and/or settlements entered into by and between the City and any taxing districts, including but not limited to the O'Fallon Community District No. 90 and O'Fallon High School District No. 203, pursuant to which the City may agree to pledge any portion of the Incremental Property Taxes generated each year within the Redevelopment Project Area to such taxing districts. The City shall furnish to the Developer a fully signed copy of each Intergovernmental Agreement within fifteen (15) days after the date of full execution thereof.

"Phase" means any of Phases I through VII, inclusive, depicted on the Concept Plan as amended from time to time in accordance with this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof.

"Rec-Plex Parcel" means a parcel of real property located within the Redevelopment Project Area (defined below) that is approximately 15 acres, more or less, located in the City of O'Fallon, County of St. Clair and State of Illinois, and is legally described in **Exhibit B,** upon which Phase I of the Developer Improvements will be constructed by Developer including, without limitation, the Rec-Plex and the Rec-Plex Drive.

"Redevelopment Plan" means a plan entitled "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Route 50/Scott-Troy Road" dated January 8, 2015, approved by the TIF Ordinance, and a plan entitled "Business District Plan - Route 50/Scott-Troy Road Business District," dated March 11, 2015, approved by the Business District Ordinance, as such plans may be amended from time to time.

"Redevelopment Project Area" means a certain area of the City known as the City of O'Fallon, St. Clair County, Illinois Tax Increment Finance District and Business District, and includes the Rec-Plex Parcel upon which Phase I of Developer's Development Project will be implemented and constructed. The Area consists of approximately 47 acres and is more particularly described in **Exhibit A-1** attached hereto and incorporated by reference herein.

"Reimbursable Developer's Development Project Costs" means those Developer's Development Project Costs that are eligible for reimbursement to Developer from Business District Revenues under the Business District Law and Incremental Property Taxes under the TIF Act and the Redevelopment Plan in accordance with this Agreement. Such costs shall include, but not be limited to, all site development and land improvements necessary to implement the Developer's Development Project, including but not limited to grading and site preparation, demolition, construction and/or relocation of streets, roads, sidewalks, sanitary sewers, water mains, drainage and storm water control and detention facilities, legal, engineering and similar design costs provided in conjunction with constructing the eligible improvements.

"Related Party" means any party or entity related to Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

"Special Tax Allocation Fund" means the Special Tax Allocation Fund created pursuant to the TIF Act and Ordinance No. ____ adopted by the City Council on _____, 20__, and includes a Developer Subaccount and any other subaccounts into which the Incremental Property Taxes are from time to time deposited in accordance with the TIF Act, any Approving Ordinance, and this Agreement.

"State" means the State of Illinois.

"Substantial Completion" or **"Substantially Complete"** or **"Substantially Completed"** means the date on which the Developer delivers the Certificate of Substantial Completion with respect to a phase of the Developer Improvements component of the Developer's Development Project to the City.

"TIF Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4- 1, *et seq.*, as amended.

"TIF Administration Set-Aside" means a portion of tax increment revenue which shall be set-aside each year for the City to administer the tax increment financing program for the Route 50/Scott-Troy Road Redevelopment Project Area, including compliance with the terms of this Agreement, annual reporting to the State of Illinois and Joint Review Board (JRB), annual meetings of the JRB and similar matters. The amount of the set-aside shall be 5% of tax increment revenue not to exceed $15,000.00 annually. Nothing herein shall be construed to prevent any additional City administration costs from being reimbursed as part of Redevelopment Project Costs. City shall furnish to Developer back-up and supporting documentation evidencing the amount of the annual TIF Administration Set-Aside in form and substance reasonably satisfactory to Developer.

"TIF Ordinance" means Ordinance No. ____ adopted by the City Council on _____, 20__, adopting tax increment financing for the Redevelopment Project Area, including the Rec-Plex Parcel.

"Total Initial Equalized Assessed Valuation" means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area as determined by the County Clerk of the County of St. Clair, Illinois, for the calendar year 2014, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

ARTICLE THREE

CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

(c) The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

(d) Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.

(f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices

and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

(g) The Mayor, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.

(h) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates its Dean Oelze, as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individual being an **"Authorized Developer Representative"**). Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change which notice shall be sent in accordance with **Section 8.6** of this Agreement.

ARTICLE FOUR

DEVELOPER DESIGNATION AND REDEVELOPMENT PLAN

Section 4.1. Developer Designation. The City hereby selects Developer to perform or cause to be performed the Work related to the Developer Improvements and to construct or cause to be constructed the Developer Improvements as provided in this Agreement.

Section 4.2. Redevelopment Plan. The City and Developer agree to cooperate in implementing the Developer's Development Project in accordance with the Redevelopment Plan and the parties' respective obligations set forth in this Agreement.

ARTICLE FIVE

CONSTRUCTION OF DEVELOPER'S DEVELOPMENT PROJECT

Section 5.1. Performance of the Work.

(a) Construction Schedule – Phase I

(i) Commencement – The Developer shall start construction of the portion of the Developer Improvements consisting of the Rec-Plex Drive and the Rec-Plex depicted as "Phase I" on Exhibit C within one (1) year of the execution of this Agreement.

(ii) Completion – The Developer shall complete Phase I within three (3) years of the commencement of same. The Developer may petition the City for an extension of this completion date for good cause shown.

(b) Construction Schedule - Phase II through Phase VII

The Commencement and Completion Dates for all Phases of the Developer Project beyond Phase I shall be negotiated in good faith between the City and Developer.

(c) Developer Performance Contingent on City Approvals. The performance of Developer as set forth in this section is premised on Developer receiving timely approval by the City Council of all planning approvals required to accommodate the Concept Plan, including uses requested by Developer for the Developer's Development Project and the timely review and issuance by the City of all Governmental Approvals within its control. Performance hereunder is also premised on the receipt by Developer, with a copy to the City, of an opinion of the City Attorney as to the validity and enforceability under Illinois law of this Agreement.

Section 5.2. Governmental Approvals; Extension of Time.

(a) Parties to Cooperate. The City agrees to cooperate with Developer and to expeditiously process and timely consider all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State, and this Agreement. The parties specifically agree to use their best efforts to cooperate with each other to obtain all necessary permits and approvals by the Illinois Department of Transportation and other public entities necessary to carry out the Developer's Development Project. The City agrees to cooperate with Developer in the Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the City, and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the City) which Developer intends to file with such other governmental or quasi-governmental entities in connection with the Developer's Development Project. The City shall further promptly respond to, or process, and consider reasonable requests of Developer for: applicable demolition permits, building permits; driveway permits; curb cut permits, or other permits necessary for the construction of the Developer's Development Project.

Extension of Time. Notwithstanding any provision of this Agreement to the contrary, Developer may, upon reasonable cause shown, request the Mayor or his designee to extend or waive times for performance. The Mayor or his designee may, but is not required to, consent to such extensions or waivers for a period not exceeding one year without further action by the Corporate Authorities. In the event that the Mayor or his designee extends or waives time for Developer's performance under **Section 5.1(a)** of this Agreement, the City's time for performance under **Section 5.1(b)** shall be extended to conform to Developer's extended time for performance.

Section 5.3. Concept Plan.

(a) Approval of Concept Plan. The Concept Plan, attached hereto as **Exhibit C** has been approved by the Corporate Authorities.

(b) Changes. Developer may make changes to the Concept Plan or any aspect thereof as site conditions or other issues of feasibility may dictate, as may be necessary or desirable to address the acquisition of additional real property to be included in the Rec-Plex Parcel or alterations in the description of the real property to be included in the Redevelopment Project Area or Rec-Plex Parcel, or as may be necessary or desirable in the determination of the Developer to enhance the economic viability of the Developer's Development Project, in a manner consistent with applicable City ordinance. The Concept Plan shall also be deemed to be modified from time to time to reflect changes to the locations and configurations of the improvements which comprise the Developer's Development Project to the extent such changes are initiated by Developer or are accepted by Developer in connection with the processing and approval of a concept plan, a site/improvement plan or other Governmental Approvals for Developer's Development Project.

(c) Changes in Land Use. Except as provided herein, all changes in land use or related activity in the Redevelopment Project Area shall be subject to the applicable ordinances and laws

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authorizing or regulating such change or activity, including the Planned Use zoning and Subdivision approvals governing the Redevelopment Project Area.

Section 5.4. Construction of Developer Improvements.

(a) Contracts-Developer to Control Construction. Developer may enter into one or more construction contracts to complete the Developer Improvements. Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, and construction of the Developer Improvements, provided that the same shall, in any event, conform to and comply with the terms and conditions of the Redevelopment Plan and this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(b) Modification of Construction. Subject to the provisions set forth in **Section 5.1(a)** regarding Developer Improvements, during the progress of the Developer's Development Project, Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, modification of the areas in which the Developer's Development Project is to be performed or on which buildings or other improvements are to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of the Developer's Development Project, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any portion of the Redevelopment Project Area or as may be necessary or desirable, in the discretion of Developer, to enhance the economic viability of the Developer's Development Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer's Development Project as modified shall generally conform to the development concept shown on the Concept Plan, with the Redevelopment Plan and Agreement, and shall comply with applicable law and code, subject to any variances and other Governmental Approvals.

(c) Modifications After Substantial Completion. After Substantial Completion of the Developer Improvements, the remaining portion of the Redevelopment Project Area may be regraded, reconfigured, redeveloped or otherwise modified as approved by the City and in a manner conforming to all applicable law and code and consistent with the Redevelopment Plan and this Agreement. New improvements may be added to the remaining portion of the Redevelopment Project Area in connection therewith, from time to time and in such manner as Developer (or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Project Area) may determine, provided that any such modifications shall comply with applicable law and code, subject to any variances and other Governmental Approvals, and consistent with the Redevelopment Plan and this Agreement.

Section 5.5. Certificate of Substantial Completion.

(a) Developer Improvements. To establish the completion date of the various Phases of the Developer Improvements, Developer shall furnish to the City a Certificate of Substantial Completion upon completion of each Phase of the Developer Improvements as described in **Exhibit F** attached hereto.

(b) City Review. The City shall, within thirty (30) days following delivery of the Certificate of Substantial Completion with respect to the Developer Improvements, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The certificates shall be deemed verified and the Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such thirty (30)-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes Developer with specific written objections to the status of performance based on failure of the

construction to be in accordance with Governmental Approvals issued by the City, describing such objections and the measures required to correct such objections in reasonable detail. Developer shall use reasonable efforts to cure such objections. The City shall have no basis to object to the Certificate of Substantial Completion with respect to any aspect of the construction that was previously inspected and approved.

(c) Recording Certificates of Substantial Completion. Upon acceptance of the Certificate of Substantial Completion of the Developer Improvements by the City, or upon the lapse of thirty (30) days after delivery thereof to the City without any written objections by the City or request by the City for additional time for review, not to exceed an additional ten (10) days, Developer may record the Certificate of Substantial Completion with respect to each Phase of the Developer Improvements with the St. Clair County Recorder, and the same shall constitute evidence of the satisfaction of the Developer agreements and covenants to perform the Work with respect to such Phase (as applicable) of the Developer Improvements pursuant to this Agreement.

ARTICLE SIX

REIMBURSEMENT OF DEVELOPMENT COSTS

Section 6.1. Pledge of Incremental Property Taxes and Business District Revenues. In consideration of the Developer undertaking the Developer's Development Project and construction of the Developer Improvements, including the incurring of Reimbursable Developer's Development Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes and Business District Revenues generated from Redevelopment Project Area and the Business District Area deposited into the Special Tax Allocation Fund and Business District Tax Allocation Fund, respectively, in accordance with this Agreement to pay Reimbursable Developer's Development Project Costs incurred by Developer. Except for (a) the TIF Administration Set-Aside, and (b) a total of up to fifty percent (50%) of Incremental Property Taxes from the Rec-Plex Parcel and up to 25% of Incremental Property Taxes from the remaining Redevelopment Project Area which will be designated as "surplus funds" and/or distributed to the affected taxing bodies pursuant to the Intergovernmental Agreement, the City agrees that during the Agreement Term, the City shall not further encumber or pledge any portion of the Incremental Property Taxes or Business District Revenues generated from the Redevelopment Project Area or the Business District Area to any other project or obligation or take any action inconsistent with the terms and intent of this Agreement.

Section 6.2. Reimbursable Developer's Development Project Costs. Upon completion of each Phase of the Developer Improvements, Developer may deliver to the City a Certificate of Reimbursable Developer's Development Project Costs in substantially the same form as **Exhibit E** attached hereto for all Reimbursable Developer's Development Project Costs incurred for the applicable Phase. Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify. Developer shall also certify that such costs are eligible for reimbursement under the Business District Law and the TIF Act. The City shall promptly approve or disapprove such Certificate, but in any event no later than thirty (30) days of the submittal thereof. If the City disapproves of the Certificate, it shall state in writing the reasons therefor, identifying the ineligible costs and the basis for determining the costs to be ineligible, whereupon Developer shall have the right to identify and substitute other Developer's Development Project Costs as Reimbursable Developer's Development Project Costs with a supplemental application for payment. If the City fails to approve or disapprove the Certificate within thirty (30) days of the submittal thereof, the Certificate shall be deemed approved.

Upon approving each Certificate, or the Certificate being deemed approved, the City shall issue

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Developer a non-recourse note ("Developer TIF Note") which identifies the total amount City will pay Developer for Reimbursable Developer's Development Project Costs. As funds become available in the Special Tax Allocation Fund and Business District Tax Allocation Fund, the City will remit payment to Developer within thirty (30) days from the time those funds first become available for distribution.

Section 6.3. Reimbursement from Business District Revenues and Incremental Property Taxes Limited to Reimbursable Developer's Development Project Costs. The parties agree that each of the categories of costs set forth in the Redevelopment Plan constitute Reimbursable Developer's Development Project Costs which are eligible for reimbursement in accordance with the Business District Law, the TIF Act and this Agreement. Subject to the provisions of the Business District Law and the TIF Act, Developer shall be entitled to reimbursement for Developer's Development Project Costs from any of the categories set forth therein and as agreed to within this Redevelopment Agreement.

Section 6.4. Annual Accounting and Adjustments. After the close of each calendar year during the Agreement Term (in any event not later than February 15th of the February immediately following the close of the calendar year), the City shall cause its Treasurer or other financial officer charged with responsibility for the Special Tax Allocation Fund and Business District Tax Allocation Fund to provide to Developer an accounting of the receipts and expenditures from the Special Tax Allocation Fund and Business District Tax Allocation Fund at the close of the calendar year.

ARTICLE SEVEN

SPECIAL TAX ALLOCATION FUND AND BUSINESS DISTRICT TAX ALLOCATION FUND; COLLECTION AND USE OF INCREMENTAL PROPERTY TAXES AND BUSINESS DISTRICT REVENUES

Section 7.1. Certificate of Total Initial Equalized Assessed Value. The City will provide to Developer, simultaneous with the execution of this Agreement, a true, correct and complete copy of the calculation by the County Clerk of The County of St. Clair, Illinois, of the Total Initial Equalized Assessed Value of all taxable property within the Redevelopment Project Area, determined pursuant to the TIF Act, which calculation shall include a separate calculation of the Total Initial Equalized Assessed Value of the Rec-Plex Parcel and the remaining Phases of the Redevelopment Project Area upon which the Developer Improvements are to be constructed.

Section 7.2 Special Tax Allocation Fund and Business District Tax Allocation Fund.

(a) Establishment of the Special Tax Allocation Fund, the Business District Tax Allocation Fund, and Other Funds and Accounts. The City hereby agrees to cause its Treasurer to establish and maintain funds in a City of O'Fallon, Illinois Special Tax Allocation Fund ("Special Tax Allocation Fund"), City of O'Fallon, Illinois Business District Tax Allocation Fund ("Business District Tax Allocation Fund"), as well as a Developer Subaccount and any other accounts or subaccounts as required by the Approving Ordinance and this Agreement.

The Special Tax Allocation Fund and Business District Tax Allocation Fund shall be maintained by the City as separate and distinct trusts and the moneys therein shall be held, managed, invested, disbursed, and administered by the City. Except for the amounts of Incremental Property Taxes to be distributed pursuant to any Intergovernmental Agreement and/or applied by the City in accordance with the Redevelopment Plan, all moneys deposited in the Special Tax Allocation Fund and Business District Tax Allocation Fund shall be used solely for the purposes set forth in the applicable Approving Ordinance and as provided herein. The City's Treasurer shall keep and maintain adequate records pertaining to the Special Tax Allocation Fund and Business District Tax Allocation Fund and any accounts required by the Approving Ordinance and all disbursements therefrom.

(b) Deposits into the Special Tax Allocation Fund. All Incremental Property Taxes generated from the Redevelopment Project Area and any taxes, fees, or assessments subsequently enacted and imposed in substitution therefor and allocable to such accounts to the extent authorized by law shall be deposited into the Special Tax Allocation Fund as soon as they become available; provided, however, that the payment to Developer of Reimbursable Developer's Development Project Costs is limited to fifty percent (50%) of the Incremental Property Taxes generated from the Rec-Plex Parcel and seventy-five percent (75%) of the Incremental Property Taxes generated from the remaining Redevelopment Project Area net of the TIF Administration Set-Aside. Any and all interest earnings from moneys on deposit in the Special Tax Allocation Fund shall become part of the Special Tax Allocation Fund to be applied as provided in **Section 7.3** of this Agreement.

(c) Deposits into the Business District Tax Allocation Fund. Business District Revenues generated from the Business District Area shall be deposited into the Business District Tax Allocation Fund as soon as they become available. Any and all interest earnings from moneys on deposit in the Business District Tax Allocation Fund shall become part of the Business District Tax Allocation Fund to be applied as provided in Section 7.3 of this Agreement.

(d) Except for the amounts of the Incremental Property Taxes to be distributed pursuant to the Intergovernmental Agreement and/or applied by the City in accordance with the Redevelopment Plan, the City agrees that during the Agreement Term, the City shall not further encumber or pledge, on a superior or parity lien basis, any portion of the Incremental Property Taxes or Business District Revenues to be deposited in or on deposit in and to the credit of the Special Tax Allocation Fund or Business District Tax Allocation Fund or take any action inconsistent with the terms and intent of this Agreement.

Section 7.3. Application of Incremental Property Taxes and Business District Revenues. The City hereby agrees to apply fifty percent (50%) of all Incremental Property Taxes generated from the Rec-Plex Parcel and seventy-five (75%) of all Incremental Property Taxes generated from the remaining Redevelopment Project Area and one hundred percent (100%) of the Business District Revenues from the Business District Area as provided in this Agreement as follows:

(a) first, transfer to City an amount sufficient to reimburse the City for the annual TIF Administration Set-Aside; and

(b) second, transfer to Developer an amount sufficient to pay the outstanding amount due to Developer for all Reimbursable Developer's Development Project Costs and Developer Improvements up to but not to exceed the amount of the Reimbursable Developer's Development Project Costs identified in Exhibit G; and

(c) third, transfer any remaining amount to the City of application in accordance with this Agreement.

Section 7.4. Cooperation in Determining Incremental Property Taxes and Business District Revenues. The City and Developer (or its successors in interest) agree to cooperate and take all reasonable actions necessary to cause the Incremental Property Taxes to be paid into the Special Tax Allocation Fund, and the Business District Revenues into the Business District Tax Allocation Fund, and other accounts pursuant to this Agreement, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

ARTICLE EIGHT

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GENERAL PROVISIONS

Section 8.1. Successors and Assigns.

(a) Agreement Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

(b) Assignment. Until Substantial Completion of the Developer Improvements, the rights, duties and obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed and shall be given upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete such portions of the Work or any component thereof proposed to be assigned, all in accordance with this Agreement. All or any part of the Redevelopment Project Area or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time following Substantial Completion of the Developer Improvements, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned. Upon Developer's transfer or conveyance of any part of or interest in the Redevelopment Project Area or assignment of any interest under this Agreement, as authorized by and pursuant to the provisions of this subparagraph, Developer shall be released from further obligation under this Agreement with respect to such Redevelopment Project Area interest conveyed or rights assigned, and such Redevelopment Project Area interest conveyed shall be released from further obligation under this Agreement.

(c) City Consent to Assignment. Notwithstanding any provision herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Redevelopment Project Area or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of Developer's Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (b) the right of Developer to assign Developer's rights, duties and obligations under this Agreement to a Related Party or among entities comprising Developer or the transferee of any Phase or portion thereof the proposed development of which has been approved by the City. Notwithstanding any provision hereof to the contrary, the City hereby approves, and no prior consent shall be required in connection with Developer's sale or lease of individual portions of the Redevelopment Project Area or subdivided lots in the course of the development of Developer's Development Project and any Redevelopment Project Area interest conveyed shall be released from further obligation under this Agreement.

Section 8.2. Remedies. Except as otherwise provided in this Agreement and subject to Developer's and the City's respective rights of termination hereof as set forth in **Sections 10.2** and **10.3**, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within sixty (60) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not 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, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property in the Redevelopment Project Area which has been or is being developed or used in accordance with the provisions of this Agreement.

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Section 8.3. Force Majeure and Other Extensions of Time for Performance.

(a) Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay in Developer's construction of any phase of the Developer's Development Project caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings which restrict or impair the orderly development of any phase of Developer's Development Project (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body which restrict or impair the orderly development of any phase of Developer's Development Project, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, mine subsidence, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, failure to timely process or issue any permits and/or legal authorization by necessary governmental entity, including Governmental Approvals, failure of utilities to timely extend service to the site, shortage or delay in shipment of material or fuel, any actual or threatened litigation relating to the validity of this Agreement, the designation of the Redevelopment Project Area, the Redevelopment Plan, Developer's Development Project, the adoption of tax increment financing under the TIF Act within the Redevelopment Project Area, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, the creation of the Business District pursuant to the Business District Law, the City's use and pledge of the Business District Revenues pursuant to this Agreement, or any of the ordinances approving the same, or other causes beyond the responsible party's reasonable control.

The party claiming any extension caused by force majeure shall have the burden of proof in establishing such cause.

(b) Extension of Time for Performance. In addition to the foregoing, periods provided herein for commencement or Substantial Completion of any phase of the Developer Improvements shall be automatically extended for periods of delay in obtaining required planning approvals with respect to the Redevelopment Project Area or Governmental Approvals, and may also be extended, for reasonable cause, from time to time, upon application of the Developer to the City Council and upon finding by the City Council that the requested delay is reasonably justified, does not materially affect the ultimate completion of any phase of the Developer Improvements.

Section 8.4. Actions Contesting the Validity and Enforceability of the Development Plan, the Agreement and Related Matters. If a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Project Area, any portion thereof, this Agreement, the designation of the Redevelopment Project Area, the Redevelopment Plan, Developer's Development Project, the adoption of tax increment financing under the TIF Act within the Redevelopment Project Area, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, the creation of the Business District pursuant to the Business District Law, the City's use and pledge of the Business District Revenues pursuant to this Agreement, or any of the ordinances approving the same, the City shall promptly, and in any event prior to filing any responsive pleadings, notify Developer in writing of such claim or action. Developer may, at its option, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense and as to which Developer will pay the costs and amounts of any such settlement or compromise) with counsel of Developer's choosing, and the parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. Subject to the provisions of the TIF Act, Business District Law, and this Agreement, all costs incurred by Developer and the City, as

authorized by the Redevelopment Plan and this Redevelopment Agreement, shall be deemed to be Reimbursable Developer's Development Project Costs and reimbursable from moneys in the Special Tax Allocation Fund and Business District Tax Allocation Fund, subject to **Article VI and Article VII** hereof. In the event Developer does not elect to assume the defense of such claim or action, the City shall undertake such defense, shall copy Developer and its counsel on all correspondence relating to any such action, shall consult with Developer and its counsel throughout the course of any such action, and shall not settle or compromise any claim or action without Developer's prior written consent.

Section 8.5. Insurance. Prior to the commencement of construction of any buildings that are part of the Developer Improvements, Developer shall obtain workers' compensation and comprehensive general liability insurance coverage in amounts customary in the industry for similar type projects; provided, the City shall not be named as an "additional insured" with respect to any insurance policies and shall not have any rights or claims under any such insurance policies.

Section 8.6. Notice. 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, or if deposited with a nationally recognized overnight courier service prepaid and specifying the overnight delivery and addressed to the party at its address as provided herein:

If to City:
City Clerk
City of O'Fallon
255 South Lincoln
O'Fallon, Illinois 62269

And:
Terry I. Bruckert
Special TIF Counsel
Bruckert, Gruenke & Long, P.C.
1002 East Wesley Drive
Suite 100
O'Fallon, IL 62269

If to
Dean Oelze
S. I. Strategy, LLC
P.O. Box 312
Nashville, IL 62263

And:
Kevin Vick
Greensfelder, Hemker & Gale, P.C.
12 Wolf Creek Drive, Suite 100
Belleville, IL 62226

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 paragraph.

Section 8.7. Conflict of Interest. No member of the Corporate Authorities, the Joint Review Board, or any branch of the City's government who has any power of review or approval of any of Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Project Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly

interested. As provided in the TIF Act and Business District Law, any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 8.8. 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.

Section 8.9. 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 representatives of both parties.

Section 8.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 8.11. Severability. If any term or provision of this Agreement is held to be unenforceable by a 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.

Section 8.12. Representatives Not Personally Liable. No official, agent, employee, City Attorney, or representative of the City (the **"City Representatives"**) shall be personally liable to Developer, and no member, manager, shareholder, director, officer, agent, employee, consultant or representative of Developer shall be personally liable to the City or the City Representatives 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 under the terms of this Agreement.

Section 8.13. Recordation of Agreement. The parties agree to record a memorandum of this Agreement with the St. Clair County Recorder of Deeds. The City shall pay the recording fees for same.

Section 8.14. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 8.15. No Joint Venture, Agency or Partnership. Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 8.16. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

Section 8.17. Compliance with Agreement and Laws During Construction; Prevailing Wages. The Developer shall at all times undertake the Developer's 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 Developer's 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 Developer's 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 Developer's 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 Developer's 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.

Section 8.18 Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

ARTICLE NINE

RELEASE AND INDEMNIFICATION

Section 9.1. City. The City and its governing body members, officers, agents and employees and the City Attorney shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, the Business District Law, the Redevelopment Plan, Developer's Development Project or this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein, or Developer is prevented from enjoying the rights and privileges herein; provided that nothing in this paragraph shall limit: (i) Claims by Developer to Incremental Property Taxes and Business District Revenues pledged to payment of Reimbursable Developer's Development Project Costs pursuant to this Agreement, or (ii) Actions by Developer seeking specific performance of this Agreement, other relevant contracts, or of zoning or planning approvals or Governmental Approvals issued by the City.

All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City shall be personally liable to Developer in the event of a default or breach by any party under this Agreement.

The City releases from, and covenants and agrees that Developer, its members, managers, officers, agents, and employees shall not be liable for any and all claims, suits, damages, expenses or liabilities arising out of (1) the acquisition of the portion of the Redevelopment Project Area owned by Developer, (2) the operation of all or any part of the Rec-Plex Parcel, or the condition of the Rec-Plex, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of the City or its agents in connection with or relating to Developer's Development Project or the Redevelopment Project Area, except for matters arising out of the negligence or malfeasance, misfeasance or nonfeasance of Developer or any official, agent, employee, consultant, contractor or representative of Developer.

Section 9.2. Developer. Developer releases from, and covenants and agrees that the City and

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its governing body members, officers, agents, and employees and the City Attorney shall not be liable for any and all claims, suits, damages, expenses or liabilities arising out of (1) the acquisition of the portion of the Redevelopment Project Area owned by Developer, (2) the operation of all or any part of the Rec-Plex Parcel, or the condition of the Rec-Plex Parcel, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to Developer's Development Project or the Redevelopment Project Area, and (4) any loss or damage to the Redevelopment Project Area, or any injury to or death of any person occurring at or about or resulting from any defect in the performance of the Developer Improvements, except for matters arising out of the negligence or malfeasance, misfeasance or nonfeasance of the City or any official, agent, employee, consultant, contractor or representative of the City.

ARTICLE TEN

TERM

Section 10.1. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate on expiration of the Agreement Term; provided that this Agreement may terminate sooner upon the earlier of the delivery of a written notice by Developer or the City (and recordation of a copy of such notice with the St. Clair County Recorder) that this Agreement has been terminated pursuant to **Section 10.2**, **10.3 or 10.4** hereof.

Section 10.2. Developer's Right of Termination. Developer has the right to terminate this Agreement at any time upon not less than sixty (60) days written notice to the City.

Section 10.3. City's Right of Termination. The City may only terminate this Agreement if Developer fails to satisfy the provisions of **Section 5.1(a)** within the times specified therein and on such termination all rights and obligations of Developer and the City hereunder shall terminate.

Section 10.4. Cancellation. In the event Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to construct Developer Improvements, by the order of any court of competent jurisdiction, or in the event that all or any part of the TIF Act or Business District Law or any ordinance or resolution adopted by the City in connection with Developer's Development Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Developer or the City, then and in any such event, the party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Developer's Development Project materially affected) by giving written notice thereof to the other within thirty (30) days after such final decision or amendment. If the City terminates this Agreement pursuant to this **Section 10.4**, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

Section 10.5. Obligations Remain Outstanding. On termination of this Agreement pursuant to **Sections 10.2, 10.3 or 10.4**, all outstanding obligations of the City to reimburse Developer for Business District Revenues, Incremental Property Taxes, and its outstanding Developer TIF Notes, as the case may be, shall remain outstanding and the City shall continue to process payments to Developer in accordance with the terms of this Agreement. If Developer has submitted to the City, within 60 days after the termination of this Agreement pursuant to this section, a Certificate of Reimbursable Developer's

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Development Project Costs, but the City has not yet approved such certificate, the City shall review and process such Certificates and related Developer TIF Notes in accordance with **Section 6.2** hereof which shall become part of the outstanding obligations surviving the termination of this Agreement in accordance with this **Section 10.5**.

ARTICLE ELEVEN

REPRESENTATIONS OF THE PARTIES

Section 11.1. Representations of the City. The City hereby represents and warrants that (a) the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver this Agreement and to perform all terms and obligations of this Agreement, and (b) this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 11.2. Representations of Developer. Developer hereby represents and warrants that (a) it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings, and (b) this Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

ARTICLE TWELVE

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the City, with said date being inserted on pages 1 and 2 hereof.

[END OF TEXT OF THIS AGREEMENT. SIGNATURE PAGE
AND EXHIBITS FOLLOW THIS PAGE.]

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IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals, if applicable, to be affixed thereto, and attested as to the date first above written.

(SEAL)

CITY OF O'FALLON, ILLINOIS

By: _____
Name: _____
Title: Mayor

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to Form:

By: _____
Name: _____
Title: City Attorney

Developer:

S. I. STRATEGY, LLC

By: _____
E. Dean Oelze, Manager

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STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this____day of_____, 2015, before me appeared_____, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

My term expires:

_____

STATE OF_____)
)
COUNTY OF ST. CLAIR)

On this____day of_____, 2015, before me appeared E. Dean Oelze, to me personally known, who being, by me duly sworn, did say that he is the Manager of S. I. Strategy, LLC, an Illinois Manager managed limited liability company in the State of Illinois, and that the foregoing instrument was signed on behalf of said company, and he further acknowledged said instrument to be the free act and deed of said company.

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

_____
Notary Public

My Commission expires:

_____

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EXHIBIT A-1

LEGAL DESCRIPTION

ROUTE 50/SCOTT-TROY ROAD
REDEVELOPMENT PROJECT AREA

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 UNTIL IT INTERSECTS THE NORTH R.O.W. LINE OF U.S. ROUTE 50; THENCE, SOUTHWESTERLY FOLLOWING THE NORTH R.OW. LINE OF U.S. ROUTE 50, 157.00 FEET TO THE WEST R.O.W. LINE OF SCOTT-TROY ROAD; THENCE, CONTINUING ALONG SAID NORTH R.O.W. LINE OF U.S. ROUTE 50, SOUTH 56 DEGREES 40 MINUTES 06 SECONDS WEST, 941.00 FEET; THENCE, ALONG SAID NORTH R.O.W. LINE OF U.S. ROUTE 50 ALONG A CURVE HAVING A RADIUS POINT TO THE NORTH, A RADIAL DISTANCE OF 1877.08 FEET, A CHORD BEARING, SOUTH 57 DEGREES 11 MINUTES 53 SECONDS WEST, AND A CHORD DISTANCE OF 34.23 FEET; THENCE, NORTH 32 DEGREES 16 MINUTES 46 SECONDS WEST, 128.00 FEET; THENCE, ALONG A CURVE HAVING A RADIUS POINT TO THE NORTH, A RADIAL DISTANCE OF 1749.08 FEET, A CHORD BEARING, SOUTH 62 DEGREES 05 MINUTES 35 SECONDS WEST, AND A CHORD DISTANCE OF 266.70 FEET; THENCE, SOUTH 12 DEGREES 09 MINUTES 12 SECONDS EAST , 51.90 FEET; THENCE, SOUTH 77 DEGREES 46 MINUTES 09 SECONDS WEST ON THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS IN DEED BOOK 2680 ON PAGE 1156 IN SAID RECORDER OF DEED'S OFFICE, 289.17 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

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DEGREES 20 MINUTES 45 SECONDS WEST, 476.32 FEET TO THE POINT OF BEGINNING.

Parcel ID Numbers (PIN)

04-33.0-200-033
04-28.0-400-032
04-28.0-400-028
04-33.0-200-019
04-33.0-200-025
04-33.0-200-026

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EXHIBIT A-2

LEGAL DESCRIPTION

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.OW. 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.

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EXHIBIT B

LEGAL DESCRIPTION OF REC-PLEX PARCEL

REC-PLEX ONLY

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:

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THENCE, FROM THE POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHEASTERLY LINE HAVING A BEARING OF NORTH 71 DEGREES 49 MINUTES 19 SECONDS EAST (NORTH 72 DEGREES 15 MINUTES 41 SECONDS EAST RECORD), A DISTANCE OF 138.69 FEET, TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE HAVING A BEARING OF NORTH 71 DEGREES 54 MINUTES 27 SECONDS EAST (NORTH 72 DEGREES 04 MINUTES 05 SECONDS EAST RECORD), A DISTANCE OF 441.64 FEET (441.89 FEET RECORD), TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 16 DEGREES 13 MINUTES 18 SECONDS EAST, A DISTANCE OF 200.38 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 15 DEGREES 43 MINUTES 48 SECONDS, AN ARC LENGTH OF 63.14 FEET, AND A CHORD WHICH BEARS SOUTH 79 DEGREES 36 MINUTES 35 SECONDS WEST HAVING A CHORD DISTANCE OF 62.95 FEET; THENCE SOUTH 71 DEGREES 44 MINUTES 42 SECONDS WEST, A DISTANCE OF 113.55 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 71 DEGREES 27 MINUTES 59 SECONDS, AN ARC LENGTH OF 286.88 FEET, AND A CHORD WHICH BEARS SOUTH 36 DEGREES 00 MINUTES 42 SECONDS WEST HAVING A CHORD DISTANCE OF 268.65 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 573.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A DELTA OF 20 DEGREES 54 MINUTES 06 SECONDS, AN ARC LENGTH OF 62.02 FEET, AND A CHORD WHICH BEARS SOUTH 10 DEGREES 43 MINUTES 46 SECONDS WEST HAVING A CHORD DISTANCE OF 61.67 FEET; THENCE SOUTH 21 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A

RADIUS OF 230.00 FEET, A DELTA OF 20 DEGREES 54 MINUTES 07 SECONDS, AN ARC LENGTH OF 83.91 FEET, AND A CHORD WHICH BEARS SOUTH 10 DEGREES 43 MINUTES 46 SECONDS WEST HAVING A CHORD DISTANCE OF 83.44 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 82.74 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST, A DISTANCE OF 124.70 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 42 SECONDS EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 85 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 33 DEGREES 19 MINUTES 27 SECONDS WEST (NORTH 33 DEGREES 00 MINUTES 00 SECONDS WEST RECORD), A DISTANCE OF 425.00 FEET (MEASURED AND RECORDED), TO THE WEST LINE OF PARENT TRACT; THENCE ALONG SAID WEST LINE OF PARENT TRACT HAVING A BEARING OF NORTH 00 DEGREES 20 MINUTES 45 SECONDS WEST (NORTH 00 DEGREES 01 MINUTES 22 SECONDS WEST RECORD), A DISTANCE OF 416.32 FEET; THENCE ALONG A LINE PARALLEL TO THE SOUTHEASTERLY LINE OF SAID VICTORY FREE WILL BAPTIST CHURCH HAVING A BEARING OF NORTH 71 DEGREES 49 MINUTES 19 SECONDS EAST, A DISTANCE OF 280.00 FEET; THENCE ALONG A LINE PARALLEL TO SAID WEST LINE OF PARENT TRACT HAVING A BEARING OF NORTH 00 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.46 ACRES, MORE OR LESS.

REC-PLEX DRIVE ONLY

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:

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(SOUTH 08 DEGREES 33 MINUTES 13 SECONDS WEST RECORD), A DISTANCE OF 191.95 FEET, TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, CONTINUING ALONG SAID WESTERLY ROW LINE OF SCOTT-TROY ROAD HAVING A BEARING OF SOUTH 08 DEGREES 22 MINUTES 41 SECONDS WEST (SOUTH 08 DEGREES 33 MINUTES 13 SECONDS WEST RECORD), A DISTANCE OF 60.60 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS WEST, A DISTANCE OF 495.99; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA OF 18 DEGREES 33 MINUTES 55 SECONDS, AN ARC LENGTH OF 55.08 FEET, AND A CHORD WHICH BEARS SOUTH 81 DEGREES 01 MINUTES 39 SECONDS WEST HAVING A CHORD DISTANCE OF 54.84 FEET; THENCE SOUTH 71 DEGREES 44 MINUTES 42 SECONDS WEST, A DISTANCE OF 113.55 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA OF 71 DEGREES 27 MINUTES 59 SECONDS, AN ARC LENGTH OF 212.05 FEET, AND A CHORD WHICH BEARS SOUTH 36 DEGREES 00 MINUTES 42 SECONDS WEST HAVING A CHORD DISTANCE OF 198.56 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 573.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 20 DEGREES 54 MINUTES 07 SECONDS, AN ARC LENGTH OF 83.91 FEET, AND A CHORD WHICH BEARS SOUTH 10 DEGREES 43 MINUTES 46 SECONDS WEST HAVING A CHORD DISTANCE OF 83.44 FEET; THENCE SOUTH 21 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA OF 20 DEGREES 54 MINUTES 07 SECONDS, AN ARC LENGTH OF 62.02 FEET, AND A CHORD WHICH BEARS SOUTH 10 DEGREES 43 MINUTES 46 SECONDS WEST HAVING A CHORD DISTANCE OF 61.67 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 301.80 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00F FEET, A DELTA OF 22 DEGREES 35 MINUTES 26 SECONDS , AN ARC LENGTH OF 67.03 FEET, AND A CHORD WHICH BEARS SOUTH 11 DEGREES 01 MINUTES 01 SECONDS EAST HAVING A CHORD DISTANCE OF 66.59 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1877.08 FEET, A DELTA OF 01 DEGREES 50 MINUTES 43 SECONDS , AN ARC LENGTH OF 60.46 FEET, AND A CHORD WHICH BEARS SOUTH 59 DEGREES 30 MINUTES 47 SECONDS WEST HAVING A CHORD DISTANCE OF 60.45 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 24 DEGREES 43 MINUTES 57 SECONDS, AN ARC LENGTH OF 99.28 FEET, AND A CHORD WHICH BEARS NORTH 12 DEGREES 05 MINUTES 16 SECONDS WEST HAVING A CHORD DISTANCE OF 98.51 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 219.05 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 42 SECONDS EAST, A DISTANCE OF 82.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 20 DEGREES 54 MINUTES 07 SECONDS, AN ARC LENGTH OF 83.91 FEET, AND A CHORD WHICH BEARS NORTH 10 DEGREES 43 MINUTES 46 SECONDS EAST HAVING A CHORD DISTANCE OF 83.44 FEET; THENCE NORTH 21 DEGREES 10 MINUTES 49 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA OF 20 DEGREES 54 MINUTES 06 SECONDS, AN ARC LENGTH OF 62.02 FEET, AND A CHORD WHICH BEARS NORTH 10 DEGREES 43 MINUTES 46 SECONDS EAST HAVING A CHORD DISTANCE OF 61.67 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 42 SECONDS EAST, A DISTANCE OF 573.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 71 DEGREES 27 MINUTES 59 SECONDS, AN ARC LENGTH OF 286.88 FEET, AND A CHORD WHICH BEARS NORTH 36 DEGREES 00 MINUTES 42 SECONDS EAST HAVING A CHORD DISTANCE OF 268.65 FEET; THENCE NORTH 71 DEGREES 44 MINUTES 42 SECONDS EAST, A DISTANCE OF 113.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A DELTA OF 18 DEGREES 33 MINUTES 55 SECONDS, AN ARC LENGTH OF 74.53 FEET, AND A CHORD WHICH BEARS NORTH 81 DEGREES 01 MINUTES 39

SECONDS EAST HAVING A CHORD DISTANCE OF 74.20 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS WEST, A DISTANCE OF 504.50 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.94 ACRES, MORE OR LESS.

EXHIBIT C

CONCEPT PLAN

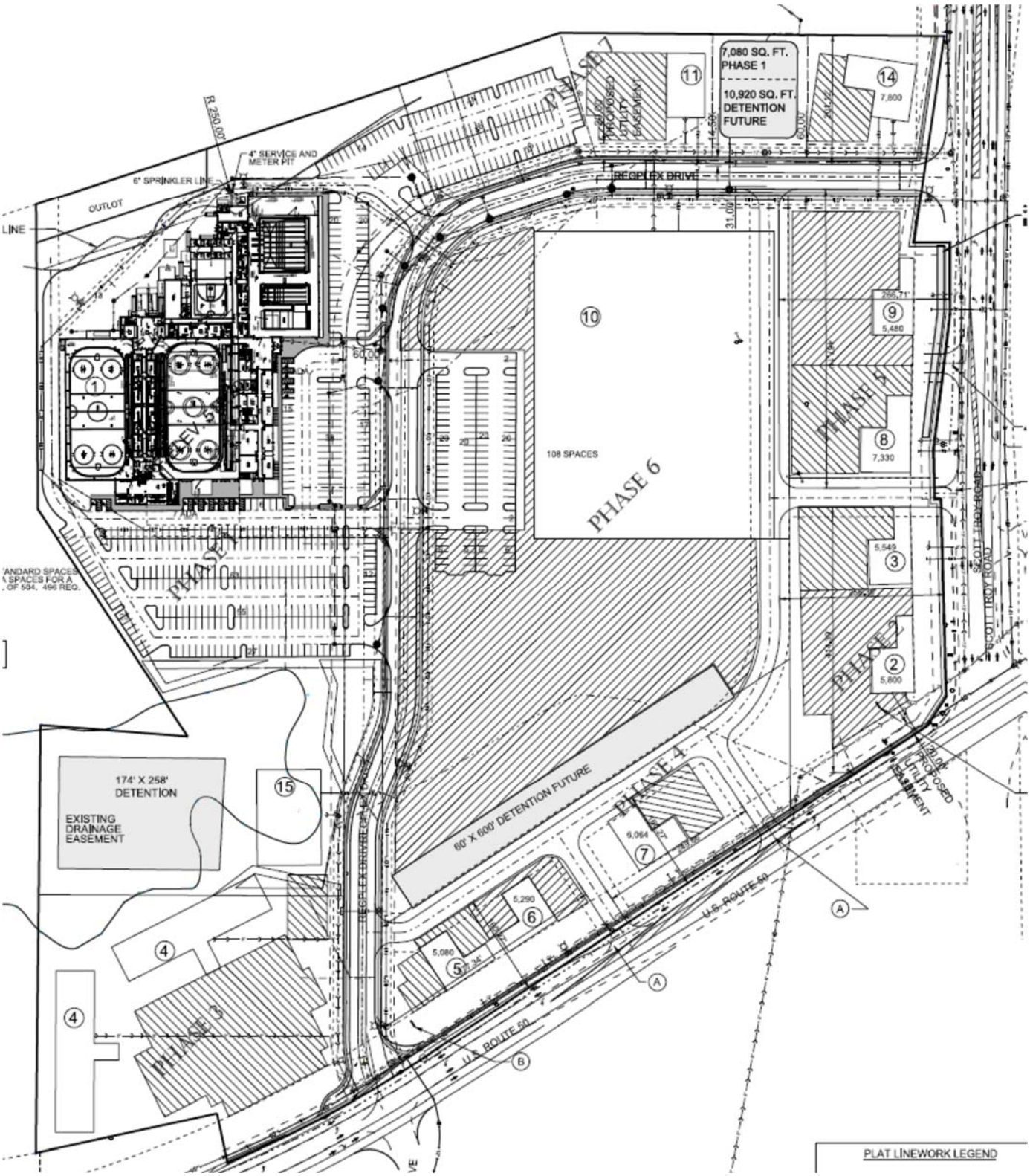

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EXHIBIT D

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, S. I. Strategy, LLC, (**"Developer"**), pursuant to that certain Redevelopment Agreement dated as of_____, 2015, between the City of O'Fallon, Illinois (the **"City"**) and Developer (the **"Agreement"**), hereby certifies to the City as follows:

1. That as of_____,_____, the construction and installation of Phase ____ of the Developer Improvements in connection with Developer's Development Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. Such Developer Improvements have been performed in a workmanlike manner.

3. This Certificate of Substantial Completion is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to the Developer Improvements.

4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to Developer prior to the end of such thirty (30) day period), shall evidence the satisfaction of Developer's agreements and covenants to perform the Work related to the Developer Improvements.

This Certificate may be recorded in the office of the St. Clair County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

Dated this_____day of_____,_____.

S. I. STRATEGY, LLC, ("DEVELOPER")

By:_____
Name: _____
Title: _____

Accepted by:
CITY OF O'FALLON, ILLINOIS

By:_____
Name: _____
Title: _____

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EXHIBIT E

FORM OF CERTIFICATE OF REIMBURSABLE DEVELOPER'S DEVELOPMENT PROJECT COSTS

Certificate of Reimbursable Developer's Development Project Costs

TO: City of O'Fallon, Illinois
Attention:

Re: City of O'Fallon, Illinois Tax Increment Finance District (Route 50/Scott-Troy Road)
City of O'Fallon, Illinois Business District (Route 50/Scott-Troy Road)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of_____, 2015 (the "Agreement") between the City and Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Developer's Development Project Cost and was incurred in connection with the construction of the Developer Improvements in connection with the Developer's Development Project.

2. These Developer's Development Project Costs have been paid by Developer and are reimbursable under the Approving Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from Incremental Property Taxes or Business District Revenues and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the component of the work for which this certificate relates have been issued and are in full force and effect.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

Dated this_____day of_____,_____.

S. I. Strategy, LLC

By:_____
Name: _____
Title: _____

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EXHIBIT F

DEVELOPER IMPROVEMENTS

The Improvements involve the development of a planned commercial center, known as Four Points Center, to be anchored by a large privately-owned multifunction rec-plex facility not found in the St. Louis metropolitan area. The proposed uses include, but are not limited to:

- 130,000+ square foot indoor Rec-Plex containing:
  - Two sheets of NHL regulation ice & spectator seating
  - Olympic size swimming pool and diving boards/platform
  - Half basketball court
  - Locker rooms
- Possible future expansion of Rec-Plex and addition of parking garage
- Retail space
- Restaurants
- Hotels
- Office space

The Improvements also include, but are not limited to, all necessary support facilities such as:

(1) utilities, including construction, reconstruction and/or relocation of utilities;

(2) a parking lot and all parking lot improvements;

(3) demolition of existing buildings and other site preparation;

(4) street improvements and landscaping;

(5) water detention, water lines, sewer lines, Route 50/Scott Troy Road Improvements per the traffic study.

Exhibit G
Reimbursable Developer's Development Project Costs
Route 50/Scott-Troy Road Redevelopment Project Area
City of O'Fallon, Illinois

Description	Estimated Cost
A. Public Works or Improvements *(Construction of streets, curb and gutters, utilities, and other public improvements)*	$ 8,200,000.00
B. Property Assembly *(Acquisition of land and site preparation, including storm water detention)*	$ 3,225,000.00
C. Building Rehabilitation/Retrofit	$ 10,000.00
D. Taxing District Capital Costs	$ 10,000.00
E. Job Training	$ 10,000.00
F. Interest Costs Incurred by Developers *(30% of interest costs)*	$ 500,000.00
G. Planning, Legal & Professional Services	$ 800,000.00
H. General Administration	$ 450,000.00
I. Financing Costs	$ See Note 3
J. Contingency	$ 2,050,000.00
K. Construction, alterations and renovations of buildings and other site improvements, including possible future expansion of Rec-Plex and addition of parking garage	$ 4,840,000.00
L. Site Preparation	$ 500,000.00
M. Relocation Costs	$ 100,000.00
Total Estimated Eligible Costs	$20,695,000.00

Notes:
1. All costs shown are in 2014 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.
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.

DRAFT MINUTES
COMMUNITY DEVELOPMENT COMMITTEE
5:30 PM Monday, April 13, 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:* David Cozad, Ray Holden, Harlan Gerrish, and Jerry Mouser. *Other Elected Officials Present:* Ed True, Mike Bennett, Courtney Cardona, Herb Roach, Kevin Hagarty, and John Drolet. *Staff:* Walter Denton, Pam Funk, Ted Shekell, Jeff Stehman, Jim Cavins and Justin Randall. *Visitors:* Matt Smallheer, Fred Bock, Bob Kueker, Charlie Pitts, Vern Malare, Stu Kastens, Teresa Watson, Denny Blumberg, Dennis Cowden, Rachelle Lengermann, Scott Plocher, and Justin Venvertloh.

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

III) Items Requiring Council Action

A. Green Mount Professional Building – Planned Use (1st Reading) – Justin Randall provided the committee with an overview of the Green Mount Professional Building development. Randall gave a brief presentation on the zoning component of the Green Mount Professional Building, including land use, parking, utilities and signage. Randall also presented the requested variances. Ted Shekell informed the committee the developer was available for any questions and mentioned the developer believes they are over parked based on their tenant mix. Scott Plocher informed the committee most of the tenants were part of the development team and all are comfortable with their parking counts. 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 4-0.

B. Right-of-Way Maintenance – Text Amendment (1st Reading) – Justin Randall provided the committee with an overview of proposed text amendment that would add language that requires a property owner to maintain the right-of-way along their property. Randall explained there would be exceptions based on topography, limited access and floodplain/riparian areas, as well as an appeal process for the property owner. Jeff Stehman added that a number of other communities in the state have similar ordinances and the one presented was modeled after those existing ordinances. The committee discussed the proposed text amendment and questioned whether this would create an issue of liability for the City. Shekell said prior to the Council meeting, staff would have the City's attorney review the language to ensure there would not be a liability issue. The committee recommended moving the planned use forward with a vote of 4-0.

C. SEPA – Happy Day Tropical Sno (Motions) – Justin Randall gave an overview of the Special Event Permit for Happy Day Tropical Sno. Randall indicated the event was consistent with last year's event. Dennis Cowden asked the committee for relief on the requirement to tie down the building. Jeff Stehman indicated that it is a requirement of the building code and there had already been a variance hearing denied previous on this topic and would recommend the condition remain. The committee discussed the event and recommended moving it forward with a vote of 4-0, with all conditions recommended by staff.

D. SEPA – Global Brew (Motion) – Justin Randall gave a brief overview of the event for Global Brew. Randall indicated the Crawfish Boil was original approved for June 20th, but Global Brew had requested to move the date to June 27th. The Big Woody Comes to Town event was consistent with previous

events, in that the events would take place in the building and in an area behind the building with alcohol and live music. The committee recommended approval of the Special Event Permits with a vote of 4-0.

E. SEPA – Soul to Sole 5K (Motion) – Justin Randall gave a brief overview of the proposed 5K run/walk and indicated this was going to City Council because the event had requested PD support with traffic at the beginning of the race. Randall also informed the committee of discussions with the Public Safety Department and applicant indicated after the start of the race, the crowd would thin out and runners would be able to use the shoulder and the assistances from PD would not be needed after the start of the race. The committee recommended approval of the Special Event Permit with a vote of 4-0.

F. Enjoy Church Alternative Parking Plan (Motion) – Justin Randall reported to the committee that an alternative parking plan was being request by Enjoy Church to allow off-site parking at the Green Mount Corporate Center for Sunday morning services. Randall indicated when the planned use was approved for the church, there was a condition on the approval that capped the occupancy of the building based on the amount of parking available. Ted Shekell commented that staff anticipated something like this would occur, mentioning the condition that no off-site parking would occur without City approval. Randall indicated the building could have occupancy of 642 currently, with the parking agreement in place occupancy could be increased to 1,192 people. However, to increase the occupancy over 999 people an emergency voice/alarm communication system would be required to be installed. The committee recommended approval of the Alternative Parking Plan with a vote of 4-0.

G. Reserves of Timber Ridge (Multiple Action Items) – Justin Randall gave a brief overview of the Annexation Agreements for the Reserves of Timber Ridge subdivision located off of Simmons Road, north of Kyle Road. Randall informed the committee the developer was able to work out an option that would allow Caseyville Township to provide sanitary sewer service. Randall indicated the rest of the agreement would be the standard language for an annexation agreement, including the annexation fee and park fees. Denny Blumberg provided the committee with additional information on the subdivision. The committee discussed the annexation agreements and recommended moving them forward with a vote of 4-0.

H. Four Points Center – Planned Use (2nd Reading) – Justin Randall indicated there were no changes to the Planned Use and other action items. Ted Shekell mentioned there would be a change to the redevelopment agreement based on a recent legal option that would require the city to add a section on prevailing wages. The committee discussed the planned use approve and recommended moving it forward with a vote of 4-0.

I. Gateway Classic Cars – Planned Use (2nd Reading) – Justin Randall indicated there were no changes to the Planned Use. The committee discussed the planned use approve and recommended moving it forward with a vote of 4-0.

IV) Other Business - None

MEETING ADJOURNED: 6:30 PM

NEXT MEETING: April 13, 2015 – Public Safety Building

Prepared by: Justin Randall, Senior City Planner

PD_

RECEIVED MAR 25 2015

FD_

O'Fallon
ILLINOIS

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

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

OR turn to Agen

☑ Provide $50.00 application fee with application

CITY OF O'FALLON
MAR 25 2015
DATE PAID

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: HAPPY DAY TROPICAL SNO

Location of Event: ACE HARDWARE - 600 SOUTH VIEW PLAZA

Name of Event Organization: HAPPY DAY TROPICAL SNO

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

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

Secondary Contact Person: LINDA COWDEN

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

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

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

1. **NARRATIVE** (Including hours of operation; activities provided; signage including dimensions, quantity, location, etc...; traffic/parking plan; contingency plans for rain; plans for toilet facilities; security plan; expected attendance; etc...).

   [✓ATTACHED

2. Sketch plan of site.

   [✓ATTACHED

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

   [✓ATTACHED [ ] NOT APPLICABLE

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

   [ ] ATTACHED [✓NOT APPLICABLE

5. Proof of Liability Insurance should be provided and if event is held City property, **City of O'Fallon**, should be named as an additional insured in the amount of One Million Dollars ($1,000,000).

   [ ] ATTACHED [✓NOT APPLICABLE

6. Damage bonds or cash deposit to protect City facilities (this would be mainly for out-of-town sponsors) in the amount of $300,000. [ ] PAID [✓NOT APPLICABLE

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

turn to Agen

8. List for profit vendors and sales tax numbers (to verify that sales tax is collected and remitted) to be provided prior to event: 35-3954-9429

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

[✓] NONE REQUESTED

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

[ ] Parks Department [ ] Police Department [ ] Fire and EMS Department

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

[✓] PERMIT REQUIRED (please attach copy) [ ] NOT APPLICABLE

11. American Disability Compliance

[ ] ATTACHED [✓] NOT APPLICABLE

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

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

Signature of Applicant/ person in charge of event

Date of Submission

FOR OFFICE USE ONLY

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

ADMINISTRATIVE APPROVAL CONDITIONS:

APPROVED BY COMMUNITY DEVELOPMENT DIRECTOR & DATE _____

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

APPROVED: CITY COUNCIL _____(DATE)

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

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

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

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

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

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

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

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

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

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

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

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

HUT
ICE
TABLES
FENCE

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

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turn to Agen

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

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

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

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

Thank you,

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

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

turn to Agen

CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: April 20, 2015

Subject: Special Event Permit – Happy Day Tropical Sno (MOTIONS)

List of committees that have reviewed: The Community Development Committee reviewed this application at its April 13, 2015 meeting and recommended approval with a vote of 4-0 with the conditions listed in the staff recommendation.

Background:

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

Legal Considerations, if any: None

Budget Impact: None

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

1. Hours of operation shall not extend past 10:00 PM.

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2. Operation shall be situated on the area designated on the site plan provided and not on public ROW. A temporary picket fence shall be installed around the perimeter of the snow cone stand and picnic tables to provide separation from vehicular traffic.

3. The structure shall be anchored properly, and an electrical inspection shall be scheduled with the City for connection to nearby electrical source.

4. All temporary structures and facilities must be removed within 10 calendar days of the expiration of the special event permit.

RECEIVED APR 3 2015

BUILDING DEPARTMENT ORIGINAL

O'Fallon ILLINOIS

- ◯ Attach proof of not-for-profit status with applic... turn to Agen
- OR
- ✓ Provide $50.00 application fee with application

CITY OF O'FALLON

APR - 3 2015

DATE PAID

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

APPLICATION FOR A SPECIAL EVENT PERMIT

Event Name: BIG WOODY COMES TO TOWN

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

Name of Event Organization: GLOBAL BREW TAP HOUSE

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

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

Secondary Contact Person: CHELSEA PINKEL

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

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

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

1. **NARRATIVE** (Including hours of operation; activities provided; signage including dimensions, quantity, location, etc...; traffic/parking plan; contingency plans for rain; plans for toilet facilities; security plan; expected attendance; etc...).

   ☒ ATTACHED

2. Sketch plan of site.

   ☒ ATTACHED

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

   ⊗ ATTACHED ◯ NOT APPLICABLE

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

   ◯ ATTACHED ⊗ NOT APPLICABLE

5. Proof of Liability Insurance should be provided and if event is held City property, **City of O'Fallon**, should be named as an additional insured in the amount of One Million Dollars ($1,000,000).

   ⊗ ATTACHED ◯ NOT APPLICABLE

6. Damage bonds or cash deposit to protect City facilities (this would be mainly for out-of-town sponsors) in the amount of $300,000. ◯ PAID ⊗ NOT APPLICABLE

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

8. List for profit vendors and sales tax numbers (to verify that sales tax is collected and remitted) to be provided prior to event: NONE OTHER THAN GLOBAL BREW

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

☒ NONE REQUESTED

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

☐ Parks Department ☐ Police Department ☐ Fire and EMS Department

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

◯ PERMIT REQUIRED (please attach copy) ⊗ NOT APPLICABLE

11. American Disability Compliance

◯ ATTACHED ⊗ NOT APPLICABLE

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

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

Signature of Applicant/ person in charge of event

03 APRIL 2015
Date of Submission

FOR OFFICE USE ONLY

==========

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

ADMINISTRATIVE APPROVAL CONDITIONS:

APPROVED BY COMMUNITY DEVELOPMENT DIRECTOR & DATE _____

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

APPROVED: CITY COUNCIL _____(DATE)

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NARRATIVE

Please include:

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

Narrative:

HOURS: 3:00 PM - 11:59 PM

ACTIVITIES: BEER TRUCK & LIVE MUSIC

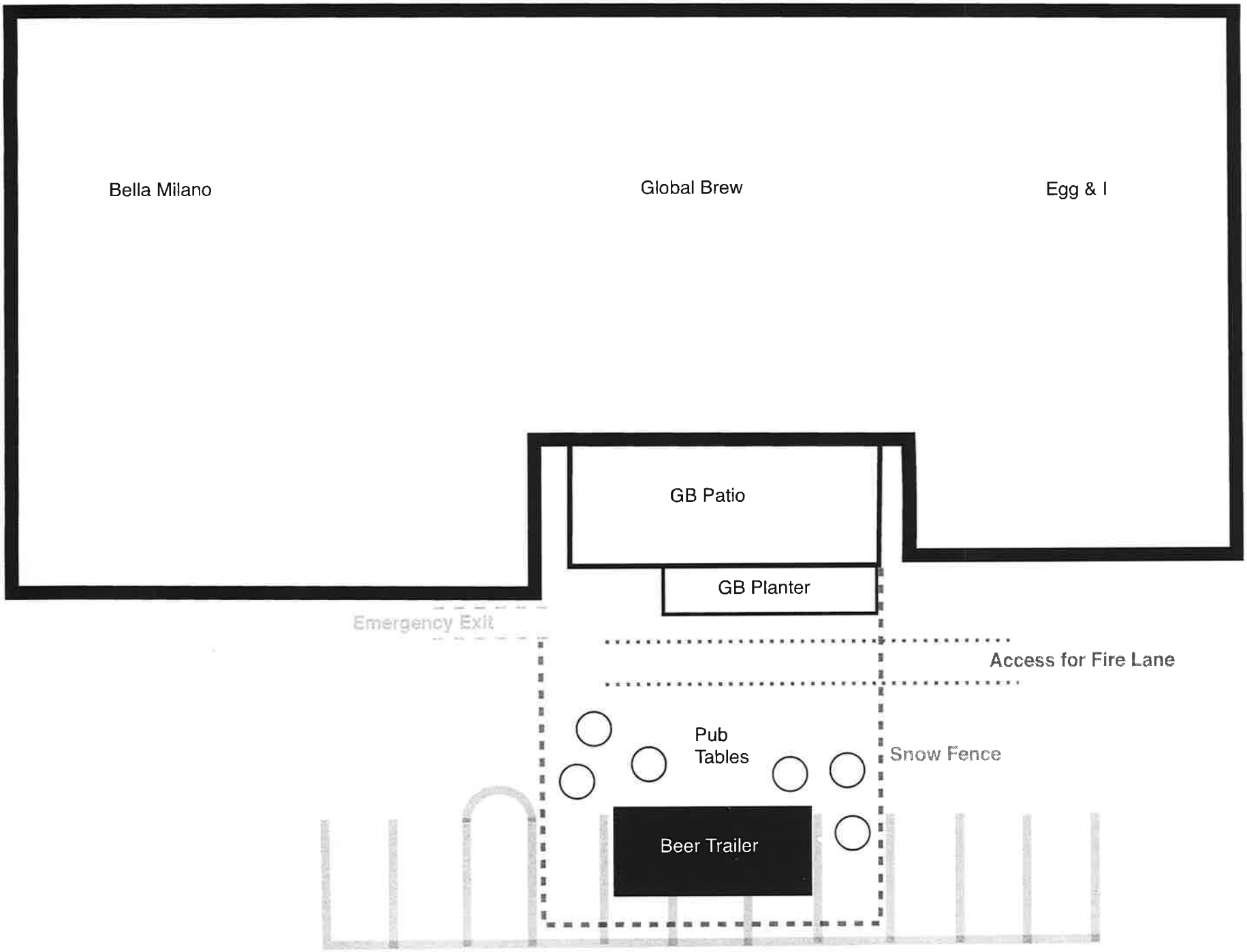
NO SIGNAGE

PARKING PLAN ATTACHED

RAIN: MOVE CUSTOMERS INTO GLOBAL BREW

TOILET FACILITIES: EXISTING IN GLOBAL BREW

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


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

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Global Brew
tap house & lounge

turn to Agen

To whom it may concern,

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

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

Terry Johnson

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

Client#: 83072 GLOBABRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: Tammy Daum	
28-Dimond Bros.-Edwardsville 2900 Madison Avenue Granite City, IL 62040 618 877-0388	PHONE (A/C, No, Ext): 618-532-5626	FAX (A/C, No): 618-532-1531
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Global Brew Inc. 455B Regency Park O'Fallon, IL 6269	INSURER A : Illinois Casualty Company	
	INSURER B : Columbia Insurance Group	40371
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

Loc# 2 - 455-B Regency Park Dr.; O Fallon, IL - Back parking lot

Event: Big Woody Comes to Town

Wednesday, April 29, 2015

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Letter ID:L0501901792

STATE OF ILLINOIS

LIQUOR CONTROL COMMISSION

Governor Pat Quinn

1A-0105006

License Number

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

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

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

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

Sales Tax Acct # 40056023

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Warehouse: N/A

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CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: April 20, 2015

Subject: Special Event Permits – Global Brew (MOTIONS)

List of committees that have reviewed: The Community Development Committee reviewed these applications at its April 13, 2015 meeting and recommended approval with a vote of 4-0 with the recommended conditions.

Background:

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

Legal Considerations, if any: None

Budget Impact: None

Staff Review: The Fire, Police and Parks and Recreation Departments have reviewed the Special Event Permit requests for the events and approved the event. Staff recommends approval of both events, with the following condition:

1. Special Event Liquor License must be submitted for each event to the City Clerk.

RECEIVED APR 6 2015

BUILDING DEPARTMENT ORIGINAL

CC

FD —
PD —
PW EYI

O'Fallon ILLINOIS

GITY OF O'FALLON

APR - 6 2015

DATE PAID

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

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- ☒ 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: Soul To Sole 5K run/walk

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

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

Name of person in charge of event (applicant) and mailing address: Jennifer Thoman

P.O. Box 697 O'Fallon IL. 62269

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

Secondary Contact Person: Jodie Veddar

Phone: 1-630-380-4725 E-Mail: SoulToSole5K@gmail.Com

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

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

1. **NARRATIVE** (Including hours of operation; activities provided; signage including dimensions, quantity, location, etc...; traffic/parking plan; contingency plans for rain; plans for toilet facilities; security plan; expected attendance; etc...).

   [✓] ATTACHED

2. Sketch plan of site.

   [✓] ATTACHED

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

   [✓] ATTACHED [ ] NOT APPLICABLE

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

   [ ] ATTACHED [ ] NOT APPLICABLE

5. Proof of Liability Insurance should be provided and if event is held City property, **City of O'Fallon**, should be named as an additional insured in the amount of One Million Dollars ($1,000,000).

   [✓] ATTACHED [ ] NOT APPLICABLE

6. Damage bonds or cash deposit to protect City facilities (this would be mainly for out-of-town sponsors) in the amount of $300,000. [ ] PAID [✓] NOT APPLICABLE

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

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

_____

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

[ ] NONE REQUESTED

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

[ ] Parks Department [✓] Police Department [ ] Fire and EMS Department

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

[ ] PERMIT REQUIRED (please attach copy) [✓] NOT APPLICABLE

11. American Disability Compliance

[ ] ATTACHED [✓] NOT APPLICABLE

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

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

Jennifer Thom
Signature of Applicant/ person in charge of event

4/6/15
Date of Submission

FOR OFFICE USE ONLY

==========

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

Justin J. Randall

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)

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NARRATIVE

Please include:

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

Narrative:

ON SUNDAY April 26, 2015 AT 8:30 AM, SOUL TO SOLE will be fundraising for TEAM FOX FOUNDATION for PARKINSONS RESEARCH. All Profits will be given to TEAM FOX. The RACE/WALK will last aprox. 4 Hrs from start to END. AFTER RACE, CHILDRENS FUN RUN will TAKE PLACE. We will need Safty Patrol to direct traffic during race which leaves Bank of O'Fallon Down South Lincoln to Pierce BLVD All the way to Teteen Mount, runners will turn around at water station BACK Down Pierce to South Lincoln & BACK to Bank of O'Fallon, Signage will include mile marker at 1, 2 & mile 3, which will be posted on ROADSIDE. PARKING will be at Bank of O'Fallon, across street at CFC Building RACE Will CARRY on if there is rain. All participates will be given

WATER At Completion of RACE. There will be A Chiropractor/Physician on site to ASSESS Injuries, Stretching & taping, AS needed. WE ARE expecting 200-300 people. ST LOUIS RAMS Cheerleaders will be Attending

OVER

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MULTI-JURISDICTIONAL APPLICATION

1. Business Name _____
2. Business Address _____
3. Location of Sale _____
4. Are you registered as a multi-jurisdictional business? Yes ☐ No ☐
5. Have you notified the Illinois Department of Revenue Central Registry to inform them that you have a temporary location in O'Fallon? Yes ☐ No ☐
   (call 217.785.2889)
6. Will you report O'Fallon sales on *Illinois State Sales Tax Form ST-2 (attach to ST-1)?
   Yes ☐ No ☐

*Form ST-2, Multiple Site Form

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

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

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

Bank of O'Fallon

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

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April 2, 2015

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

Ladies and Gentlement:

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

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

Very truly yours,

Richard J. Thoman

Richard J. Thoman
President

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

ROUTE FOR SOUL TO SOLE 5K

Route for Soul to Sole 5K

AVAIL. POINTS
0 ?

DISTANCE
3.04
miles

RUN

CLIMB
28.09 ft

BEGINS IN: O'Fallon, IL

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

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

TAGS:

TYPE: Run / Jog

CREATE A ROUTE (/ROUTES/CREATE/)

CREATE A COURSE (/COURSES/CREATE/345497271)

LOG THIS WORKOUT

RATE IT! 0 0 ROUTE PRIVACY: FRIENDS

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

Support

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

ACTIONS PRINT SEND TO PHONE BOOKMARK

EDIT (/ROUTES/EDIT/345497271/)

TOP COURSES

There are no courses on this route.

ROUTE INFO

Export this Route (GPX, KML)

View 3D Video of this Map | Large Version

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

Add this Route to Your Site

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

Photos

User Photos (0) Flickr Tagged (0)

This user has not uploaded any photos...

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	W.A. SCHICKEDANZ AGENCY, INC. 300 WEST MAIN STREET BELLEVILLE IL 62220	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : MAXUM INDEMNITY COMPANY	
INSURED	SOUL TO SOLE JENNIFER THOMAN D/B/A P.O. BOX 697 O'FALLON IL 62269	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

To benefit the Michael J. Fox Foundation

TEAMFOX
FOR PARKINSON'S RESEARCH

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

Date: Sunday, April 26, 2015 RAIN OR SHINE

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

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

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

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

_____ (print name clearly)

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

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

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

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

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

Name:_____ **Address:**_____

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

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

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

RELEASE OF LIABILITY (Adult)

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

Date:_____ **Signature:**_____

Parent / Guardian Consent Form and Liability Waiver

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

Date:_____ **Signature:**_____

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

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

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CITY COUNCIL AGENDA ITEM

To: Mayor Graham and City Council

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

Date: April 20, 2015

Subject: Special Event Permit – Soul to Sole 5K Run/Walk (MOTION)

List of committees that have reviewed: The Community Development Committee reviewed this application at its April 13, 2015 meeting and recommended approval with a vote of 4-0 with the conditions listed in the Staff Recommendation.

Background:

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

Legal Considerations, if any: None

Budget Impact: Minor police cost to direct traffic at Highway 50 and Lincoln Avenue at the beginning of the race.

Staff Review: The Fire Department had no issues with the request. The Public Safety Department will provide assistance with on-duty personnel. Staff recommends approval of the Special Event Permit with the following conditions:

1. Applicant must coordinate with the Public Safety Department to have an officer present at the beginning of the race.
2. Volunteers must be present at all street crossings with special attention to the intersection of Lincoln Avenue and Pierce Road and at the turnaround at Green Mount Road.
3. Event coordinator must inform the racers to run along the shoulder of Lincoln Avenue.
4. No permanent markings may be made on the pavement. The use of chalk is acceptable.

Public Safety Committee Minutes
April 13, 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, April 13, 2015. Call to order 5:00 p.m.

ROLL CALL:

Members Present:	Hagarty, Cardona, Hursey, Roach,
Members Not Present:	
Staff Liaison:	Chief Van Hook - OPD, Chief Saunders - OFD
Other Aldermen Present	Bennett, Gerrish, Holden, True
Other Persons Present	Walter Denton, City Adm.; Pam Funk, Asst. City Adm.; Mark Berry, OPD; Keith Townsend, OPD; Fred Boch, SCCB 23; Charlie Pitts, Resident; Vern Malore, Resident; Teresa Watson, Resident; Matt Smallheer, Resident; Misty McDonald, OPD;
Media Persons Present:	None

Chairman Hagarty declared a quorum present and requested a Motion to approve the Minutes of March 9, 2015, Alderman Roach made a Motion to accept the minutes of March 9, 2015 as presented and Alderman Hursey seconded the Motion. All Ayes.

New Business

Item 1. OFD Equipment Replacement – Chief Saunders has requested that the Respirator Fit Tester be replaced. The current machine has become outdated due to technology advancements with the equipment. Bids were received and the lowest bid was $9,369.89 with a trade-in allowance of $1,500.00 for the existing unit. Total purchase cost would be $7,869.89

Action: None

Motion: A motion was made by Alderman Roach and seconded by Alderman Hursey to recommend replacement of the Respirator Fit Tester to the Council.

Disposition: Closed

Item 2. Traffic Concern Form – Chief Van Hook and Captain Berry brought to the committee the Traffic Concern Form to help attain the quality of life in the area. The form will help identify traffic problems, allow us to survey and put together results, report our findings to the public and follow up to ensure compliance is occurring. We will incorporate the traffic concern forms into the Neighborhood Watch Group meetings.

Action: None

Motion: None

Disposition: closed

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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

The committee discussed changing the time of the Public Safety Meeting. Alderman Hagarty will follow up with other committees that meet on the same day to determine if an adjustment in time would be possible.

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

Meeting Adjourned:	**5:24 p.m.**
Next PS Meeting:	**May 11, 5:00 p.m.**
Minutes Taken By:	**Misty McDonald**