



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
January 06, 2026
7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – December 16, 2025

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 32-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 24, Motor Vehicle Code, Schedule "C", No Parking Zones, by adding 3rd Avenue. (Operations Committee)

K. NEW BUSINESS

Proposed Resolution No. 01-'26 a Resolution authorizing the Mayor to enter into an agreement with the Fource Group for Website Hosting, Redesign, and Development Services. (Community Committee)

Proposed Resolution No. 02-'26 a Resolution of the City of Fairview Heights in support of the Illinois America250 Commemoration. (Community Committee)

Proposed Ordinance No. 03-'26 a Resolution Adopting Finding of Fact relating to approval of a Preliminary Plat for Aberdeen Villas at Old Collinsville Road. (Community Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
December 16, 2025**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by City Clerk Karen Kaufhold.

ROLL CALL

Roll call of Aldermen present: Josh Frawley, James Winkeler, Barbara Brumfield, Jeff Harris, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti and Frank Menn. Alderman Derrick King was absent – excused. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Frank Menn moved to approve the December 02, 2025 City Council Meeting Minutes and Finance Director's report and the bills and invoices presented for payment in the amount of \$4,004,088.79. Seconded by Alderman Bill Poletti.

Roll call on the December 02, 2025 City Council Meeting Minutes and Finance Director's report and the bills and invoices presented for payment in the amount of \$4,004,088.79 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

COMMITTEE REPORTS

The Mayor announced that the Community Committee will be held on December 17, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark started the meeting by asking for a moment of silence for Ruth Pierce, who recently passed, she is the wife of Randy Pierce a Reporter for Fairview Heights Tribune. Mayor also wanted to give a moment of silence those who passed in the Bondi Beach incident in Australia, Brown University shooting and Actor Rob Reiner and his wife. Mayor Kupsy issued a reminder that City Hall will be open December 26th, 2025 and January 2nd, 2026. The Mayor shared with us that the Bonds Sale for The REC is completed. Mayor announced to additions to our City, Dutch Brothers Coffee, who had a Ribbon Cutting on December 15, 2025 and the Club Car Wash which is open now. Next, was discussed NPR, National Public Radio, had done an interview with Ryan Jenkins, our Economic Development Coordinator, regarding Generation Z Individuals joining the workforce. The Mayor wanted to wish everyone a very Merry Christmas and Happy New Year on behalf of his Office and family.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Frank Menn gave a big Thank You to the I.T. Department, to Director Chris Elliot, and his staff Zach and Kylee for all they do.

Alderman Pat Peck announce the next Trekking for Trash on Saturday, December 20th, 2025.

Alderman Jeff Harris wanted to acknowledge Alderman LeFlore for donating Turkeys to the School District.

Mayor wanted to thank everyone who donated to the Santa for Seniors Program and Special Needs Homes. Many would not have received gifts this year if it wasn't for everyone's donations.

UNFINISHED BUSINESS

Proposed Ordinance No. 31-'25 an Ordinance adopting the Lincoln Trail Great Streets Plan for the Lincoln Trail Corridor within the City of Fairview Heights, Illinois. Proposed Ordinance No. 31-'25 was read for the second time.

Roll call on Proposed Ordinance No. 31-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 31-'25 passed on 9 yeas.

Proposed Ordinance No. 31-'25 now becomes **ORDINANCE NO. 2015-2025**

NEW BUSINESS

Proposed Ordinance No. 32-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 24, Motor Vehicle Code, Schedule "C", No Parking Zones, by adding 3rd Avenue. Motion was made by Alderman Poletti. Seconded by Alderman Frawley. Proposed Ordinance No. 32-'25 was read for the first time.

Proposed Ordinance No. 33-'25 an Ordinance approving guaranteed maximum price amendment and related documents for agreement with Holland Construction Services, Inc. for Construction Manager as Constructor for the Expansion of The REC and Renovations of Pleasant Ridge Park. Motion was made by Alderman Peck. Seconded by Alderman Wagner. Proposed Ordinance No. 33-'25 was read for the first time.

Motion made by Alderman Menn to advance Proposed Ordinance No. 33-'25 to the second reading. Seconded by Alderman LeFlore.

Roll Call to advance Proposed Ordinance No. 33-'25 to the second reading showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 33-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 33-'25 passed on 9 yeas.

Proposed Ordinance No. 33-'25 now becomes **ORDINANCE NO. 2016-2025**

NEW BUSINESS - CONTINUED

Proposed Ordinance No. 34-'25 an Ordinance repealing Chapter 16, of Ordinance No. 190, "The Revised Code," Chapter 16, Fees and Salaries, Article I – Salaries, and establishing a new Article I Salaries; an Ordinance establishing salaries of appointed officials and employees of the City of Fairview Heights, IL 2025-2026. Motion was made by Alderman Brumfield. Seconded by Alderman Wagner. Proposed Ordinance No. 34-'25 was read for the first time.

Motion made by Alderman Menn to advance Proposed Ordinance No. 34-'25 to the second reading. Seconded by Alderman Wagner.

Roll Call to advance Proposed Ordinance No. 34-'25 to the second reading showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 34-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 34-'25 passed on 9 yeas.

Proposed Ordinance No. 34-'25 now becomes **ORDINANCE NO. 2017-2025**

Proposed Ordinance No. 35-'25 an Ordinance Amending Ordinance No. 1990-2025, passed April 15, 2025; an Ordinance Establishing a Budget for the City of Fairview Heights, Illinois for the Fiscal Year 2025-2026. Motion was made by Alderman Poletti. Seconded by Alderman Winkeler. Proposed Ordinance No. 35-'25 was read for the first time.

Motion made by Alderman Menn to advance Proposed Ordinance No. 35-'25 to the second reading. Seconded by Alderman Wagner.

Roll Call to advance Proposed Ordinance No. 35-'25 to the second reading showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 35-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 35-'25 passed on 9 yeas.

Proposed Ordinance No. 35-'25 now becomes **ORDINANCE NO. 2018-2025**

Proposed Resolution No. 77-'25 a Resolution authorizing the Mayor on behalf of the City to enter into an agreement for Professional Engineering Services to prepare a Surface Transportation Block Grant Program application for improvements to Lincoln Highway from Joseph Drive to Bell Rose Drive. Motion made by Alderman LeFlore. Seconded Alderman Harris.

Roll call on Proposed Resolution No. 77-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Resolution No. 77-'25 passed on 9 yeas

Proposed Resolution No. 77-'25 now becomes **RESOLUTION NO. 4680-2025**

Proposed Resolution No. 78-'25 a Resolution authorizing the Mayor to enter into an agreement on behalf of the City with Millennia Professional Services of Illinois, LTD. to provide Professional Engineering and Surveying Services for Storm Sewer Replacement at 7445 Timberwolf Trail. Motion was made by Alderman Peck. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 78-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Resolution No. 78-'25 passed on 9 yeas

Proposed Resolution No. 78-'25 now becomes **RESOLUTION NO. 4681-2025**

Motion made by Alderman Peck moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:21 P.M.

Respectfully submitted,

KAREN KAUFHOLD
CITY CLERK

DRAFT

PROPOSED ORDINANCE NO. 32-'25

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE", CHAPTER 24, MOTOR VEHICLE CODE, SCHEDULE "C", NO PARKING ZONES, BY ADDING 3rd AVENUE.

WHEREAS, it has been determined to be in the best interest of the motoring public in the City of Fairview Heights, and for the safety, welfare and protection of the residents of the City of Fairview Heights to amend Ordinance No. 190, "The Revised Code", Chapter 24, MOTOR VEHICLE CODE, SCHEDULE "C", NO PARKING ZONES.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 24, MOTOR VEHICLE CODE, SCHEDULE "C", NO PARKING ZONES, by adding 3RD Avenue, 325 feet north from the intersection of 3rd Avenue and St. Clair Avenue on the east and west side of the road.

STREET – SIDE(S)

"3rd Avenue

LOCATION

**from the intersection of 3rd Avenue and St. Clair Avenue Drive, north on both sides of the street, 325 Feet.
(see exhibit)**

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME: 01/06/2026

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

Exhibit



PROPOSED RESOLUTION NO. 01-'26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH THE FOURCE GROUP FOR WEBSITE
HOSTING, REDESIGN, AND DEVELOPMENT SERVICES.**

WHEREAS, the City of Fairview Heights is in need of **WEBSITE HOSTING, REDESIGN, AND DEVELOPMENT SERVICES.**

WHEREAS, THE FOURCE GROUP, 621 N. MAIN STREET #2, O'FALLON, IL, 62269, has submitted a quote for **WEBSITE HOSTING, REDESIGN, AND DEVELOPMENT SERVICES**, in the amount not to exceed SIXTY-THOUSAND DOLLARS, AND ZERO CENTS (\$60,000.00) pursuant to the agreement attached hereto, made a part hereof and marked "EXHIBIT A";

WHEREAS, the funds for the **WEBSITE HOSTING, REDESIGN, AND DEVELOPMENT SERVICES** in the 2025-2026 City of Fairview Heights approved Budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be and hereby authorized to enter into an agreement with THE FOURCE GROUP, 621 N. MAIN STREET #2, O'FALLON, IL, 62269, for **WEBSITE HOSTING, REDESIGN, AND DEVELOPMENT SERVICES** in the amount not to exceed SIXTY-THOUSAND DOLLARS, AND ZERO CENTS (\$60,000.00) pursuant to the agreement attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

A proposal for

CITY OF FAIRVIEW HEIGHTS

WEBSITE DEVELOPMENT

December 3, 2025

Submitted by:
The FOURCE Group, LLC
631 North Main Street | Suite 2
O'Fallon, Illinois 62269
618.239.0600

Executive Summary

The City of Fairview Heights currently manages multiple independent websites for its main government functions, Main City Site, Economic Development, Police Department, and Parks & Recreation. While each site provides valuable information, the separation creates challenges for residents, visitors, and city staff—including inconsistent branding, duplicated content, and a less cohesive user experience.

This proposal outlines the development of a unified, modern, and user-friendly City website built using the **existing WordPress template currently utilized by the Parks & Recreation Department**. By extending and adapting this proven template, the City will gain a consistent brand identity, streamlined content management, and improved access to essential information and services.

The project is designed to be completed within four months.

PROJECT GOALS

1. **Unify all city digital properties** into one accessible, organized, mobile-friendly website.
2. **Leverage the existing Parks & Recreation WordPress template**, reducing costs and development time.
3. **Ensure consistent branding** across all departments and service areas.
4. **Improve user navigation** so residents can easily find services, forms, announcements, and department information.
5. **Modernize the online presence** of the City of Fairview Heights with ADA-compliant design and updated content architecture.
6. **Simplify staff content updates** through a familiar WordPress environment and custom training.
7. **Create a scalable site** ready for future modules, applications, and integrations.

SCOPE OF WORK

A. Website Consolidation

The new site will combine content from:

- City of Fairview Heights Main Website
- Economic Development Department
- Police Department
- Parks & Recreation Department

B. Design & Branding

- Customize the existing WordPress Parks & Recreation template for citywide use.
- Implement unified color palettes, typography, imagery, and department-level brand accents.
- Ensure ADA accessibility compliance (WCAG 2.1 AA).

C. Information Architecture & Navigation

- Develop a restructured, intuitive navigation menu with clear department pathways.
- Organize content based on user needs (Residents, Businesses, Visitors, Government).
- Create a homepage that highlights news, alerts, events, and city services.

D. Content Migration

- Audit and migrate content from all existing department sites.
- Rewrite or update outdated information where necessary.
- Optimize content for readability, consistency, and SEO.

E. Functionality & Features

The unified website will include:

- News & Announcements feed
- City Services directory
- Calendar & community events
- Economic development opportunities and data
- Police Department pages (programs, reports, contacts)
- Parks & Recreation program listings and registration links
- Online forms and downloadable documents
- Contact directory
- Emergency alert capabilities
- Optional integrations (third-party applications, payment portals)

F. Training & Handoff

- Conduct WordPress editor training for department staff.
- Provide documentation and video tutorials for content management.
- Deliver full administrative access and permissions structure.

G. Ongoing Support (Optional)

- Monthly maintenance
- Website hosting assistance
- Future enhancements and security updates

DELIVERABLES:

- We will build the site(s) to be responsive and dynamic as a fully optimized WordPress site. All pages will be driven by custom content: researched keywords and key phrases, proper keyword and key phrase density, calls to action and optimized H1,H2 and H3 tags (headings and subheadings for readability and search engine friendliness). The site will be built for ease of use with a User-friendly interface for managing website content and updates.
- We will conduct a Google Analytics and Content Audit to determine current traffic patterns and actions and set a roadmap for the future site.
- Exploration of integration with other City of Fairview Heights Websites and develop a plan for developing a cohesive user experience within the master Fairview Heights online presence.
- Develop a plan and implement the transition of the website domain from cofh.org to cofh.gov, including the facilitation of the transfer of domain ownership to the City of Fairview Heights for all managed pages and websites being owned by the City.
- The site will be built in compliance with ADA to ensure the site is accessible to users with disabilities, following WCAG (Web Content Accessibility Guidelines).
- The new website will be compliant with all data protection laws with relevant data protection regulations.
- Creation of Optimized Variable Forms.
- Click to Call Functionality.
- Geo Location Automation.
- Intelligent Location Search Results.
- Exploration and creation of a "news/blog" section for latest news and communications.
- Integration of social media platforms.
- Design will include branding optimization and most importantly collect information.
- Imagery per page will be provided through Client Library of Photography and Stock Images. New photography and videos will be identified in the discovery process. For the purposes of this agreement, The Fource will conduct up to 3 days of photography and videography to develop a library of photography for the website and other marketing efforts of the city.
- Quality Control on top platforms and browsers, including desktop, tablet and mobile for optimal loading time and responsive display.
- Client will provide content and work within an agreed upon structure to make migration of content and review simple and easy for stakeholders.
- The FOURCE will provide copywriting and content as identified.
- Graphic design of site, icons and other design elements.
- Up to 4 rounds of revisions in design phase.
- Beta testing and optimization.
- Final Testing and Deployment.

- Following the launch The Fource may host on a secure server with all proper security measures and maintenance including the following:
 - Provide all WordPress maintenance on a monthly basis: Plug-ins, updates, and back-end maintenance.
 - Develop a document retention protocol that satisfies Illinois data retention requirements.
 - Provide a 99.9% uptime guarantee.
 - Provide data encryption and SSL/TLS certificates for secure communication.
 - Provide regular backups that are automated and periodic backups with easy restoration options.
 - Provide firewalls and intrusion detection and develop advanced security measures to protect against threats.
 - Provide DDoS protection for mitigation of distributed denial-of-service attacks.
 - Provide on call 24/7 service for quick response and resolution
 - Noncritical Issues will be responded to within 30 minutes and provide a resolution plan once the issue has been identified as soon as it is discovered.
 - Critical Issues will be responded to within 15 minutes and provide a resolution plan once the issue has been identified as soon as it is discovered.
- Training for Fairview Heights staff inclusive of development of training documents and onsite training for municipal staff on using the CMS and managing the website.

Project Timeline (4 Months)

Month 1 — Discovery & Planning

- Project kickoff meeting with department stakeholders
- Review of all existing websites and systems
- Content inventory and gap analysis
- Development of site map and navigation plan
- Determine branding updates and template modifications
- Begin customization planning using the existing Parks & Recreation WordPress template

Month 2 — Design & Framework Development

- Customize WordPress template for citywide use
- Create department-level page layouts (Main City, Economic Development, Police, Parks & Recreation)
- Establish content structure
- Begin building core site framework and navigation

Month 3 — Content Migration & Feature Development

- Migrate content from all existing sites into the unified WordPress environment
- Update outdated content as needed
- Configure key functionality:
 - News/Announcements
 - Events calendar
 - City services directory
 - Police Department pages
 - Economic development resources
 - Online forms and document library
 - Accessibility and ADA tools
- Perform internal reviews with departments for accuracy and completeness

Month 4 — Testing, Training, Launch Prep & Go-Live

- Conduct full QA testing (mobile, browser, ADA, security, speed)
- Refine and finalize design and content
- Deliver WordPress training sessions for city staff (with documentation)
- Finalize user roles and permissions
- Implement redirects from old sites
- Launch the unified City of Fairview Heights website
- Monitor and resolve post-launch issues

PARTIES & PURPOSE

This Agreement is made between **FAIRVIEW HEIGHTS**, (hereinafter "Client") and **THE FOURCE GROUP**, (hereinafter "Marketing Company"). Client agrees to retain Marketing Company from execution of this agreement thru **December 2027**. This agreement will automatically renew on an annual basis through December 2030 unless otherwise terminated as outlined below.

FEES:

The FOURCE will provide the following marketing services for a combined hourly rate of \$160 for the development as outlined above for:

ITEM 1: WEBSITE DEVELOPMENT

Development of Website (246 Hours):

Audit and Content Mapping	56 hours	\$ 8,960
Design	35 hours	\$ 5,600
Frontend and Backend Development	86 hours	\$13,760
Testing	33 hours	\$ 5,280
Production	30 hours	\$ 4,800
Deployment	6 hours	\$ 960
Total:	246 hours	\$39,360

ITEM 2: WEBSITE HOSTING AND MAINTENANCE

Annual Hosting of Website with security backups as defined above:

\$1,200/mo

Monthly Maintenance and Training Support of Website:

\$1,400/mo

or

Training Support Only for up to 90 days

\$4,800

Creation of Training Guide

Conduct up to 5 Training Sessions Virtually or on site

Support for Website Updates during 90 days

ITEM 3: PHOTOGRAPHY AND VIDEOGRAPHY (IF Needed)**ACTIVITY****QTY RATE AMOUNT****Photo & Video Pre-Production**

6 \$ 100/hr \$ 600

(Scouting, Model Recruitment, Storyboarding)

Photo & Video Production

Producer | 8 hr day

3 \$1,500 \$4,500

Photographer/Videographer | 8 hr day

3 \$1,500 \$4,500

Assistant to Photographer/Videographer | 8 hr day

3 \$ 500 \$1,500

Grip | 8 hour day

3 \$ 600 \$1,800

Make-Up Artist | 8 hr day

3 \$1,000 \$3,000

Make-Up Kit

1 \$ 125 \$ 125

Production Assistant | 8 hr day

3 \$ 400 \$1,200

Talent Fees

18 \$ 250 \$4,500

Craft Services

3 \$ 400 \$1,200

Video Post Production – 9 Video Clips

Producer

8 \$ 150/hr \$1,200

Editor

8 \$ 150/hr \$1,200

Photography Post Production – 60 Images

Producer

6 \$ 150/hr \$ 900

Editor

16 \$ 150/hr \$2,400

TOTAL:**\$28,625****PAYMENT SCHEDULE:**

Project Service Fees: Project Service Fees will be billed for approved work and will be due within 30 days. A 5% late payment fee will be assessed if the invoice is 30 days past due.

Out of Pocket Fees: Out of Pocket Fees will be billed at the time of estimate approval and will be due upon invoice.

TERMS

All materials furnished by Client will remain the property of Client and will be returned upon request, or no more than 90 days from the termination of this agreement. The results of any and all work performed by the Marketing Company for the Client, including original creative work will remain the property of the Client.

The Client acknowledges that third party software may be used by the Marketing Company in the operation of this agreement.

To the extent permitted by law, Client and Marketing Company agree to defend, indemnify and hold harmless either party, its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of either party, in connection with performance of any work produced by this agreement, its officers, directors, agents, employees and subcontractors.

This agreement may be terminated on 90 days' written notice by either party. In case of termination, the Marketing Company shall make a reasonable attempt to finish work in progress. The Client agrees to pay the Marketing Company for any work performed.

This agreement may be amended only by an instrument in writing signed by the Parties. Neither Party may assign this agreement or the rights or obligations hereunder without the specific written consent of the other Party. The Parties agree that this agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this agreement.

The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this agreement and enforcement of this agreement. This agreement supersedes all previous contracts or agreements between the Parties for the same services, and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specifically enumerated herein. Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this agreement and there are no third party beneficiaries to this agreement. Any provision, which expressly or by its context requires, after termination of this agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this agreement.

The waiver by either Party of a breach or violation of any provision of this agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

PLACE OF LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois in St. Clair County.

CONTRACT EXECUTION

Client agrees that this contract will be in effect for the agreed upon duration. If you agree to the terms set forth above, please sign in the space provided below and return one copy of this proposal.

Client Name and Title

*X**Client Signature*

Date

*X**FOURCE Name and Title*

*X**FOURCE Signature*

Date

PROPOSED RESOLUTION NO. 02-'26

**A RESOLUTION OF THE CITY OF FAIRVIEW HEIGHTS
IN SUPPORT OF THE ILLINOIS AMERICA250
COMMEMORATION.**

WHEREAS, the United States of America will commemorate its 250th anniversary on July 4, 2026, marking a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of democracy and self-governance; and

WHEREAS, the U.S. Semiquincentennial Commission, known as the America250 Commission (america250.org) was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives.

WHEREAS, the Illinois America250 Commission (IL250.org) was established to develop, encourage and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history; and

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions and individuals of all ages to develop inclusive commemorations that reflect on Illinois' role in the nation's history and development; and

WHEREAS, recognizing and supporting the Illinois America250 Commission will help ensure a meaningful and educational commemoration for all residents and future generations; and

WHEREAS, the commemoration provides an opportunity to reflect on the state's historical significance, honor the achievements of its people and inspire civic engagement; and

WHEREAS, the City of Fairview Heights hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation's 250th anniversary.

NOW, THEREFORE, be it resolved that the Mayor and City Council of the City of Fairview Heights expresses its support for the Illinois America250 Commission, and encourages all Illinois communities to organize and participate in local events leading up to and culminating on July 4, 2026, to celebrate America's 250th anniversary.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED RESOLUTION NO. 03-‘26

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR ABERDEEN VILLAS, A DEVELOPMENT LOCATED WITHIN SECTION 22 OF CASEYVILLE TOWNSHIP, ST CLAIR COUNTY, IL.

WHEREAS, the Planning Commission on December 9, 2025 held the necessary Public Hearing and reviewed the Preliminary Plat application and has transmitted its Advisory Report recommending approval of the application to the City Council.

WHEREAS, the Community Committee of City Council on December 1, 2025 reviewed the Preliminary Plat application and the Planning Commission Advisory Report and recommended forwarding same to the full City Council for consideration recommending approval of the application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. APPROVAL. The preliminary plat for St. Clair County Parcel Number 03-22.0-400-029 located within section 22 of Caseyville Township is hereby approved.

SECTION 2. CONDITIONS. The conditions of this preliminary plat approval are contained in the Findings of Fact adopted by Planning Commission Resolution PC 18-25 and attached hereto, made a part hereof and marked "EXHIBIT A."

SECTION 3. SUPPORTING DOCUMENTS. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT B." A copy of the application documents are attached hereto made a part hereof and marked "EXHIBIT C."

SECTION 4. PASSAGE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Planning Commissioner Smith introduced the following resolution and moved for its adoption:

RESOLUTION PC 18-25

A RESOLUTION ADOPTING FINDINGS OF FACT RELATING TO APPROVAL OF A
PRELIMINARY PLAT FOR ABERDEEN VILLAS AT
Old Collinsville Rd

WHERE AS, Steve Macaluso -Halloran Construction LLC, hereinafter referred to as the "Applicant," applied for a Preliminary Plat for approval of Aberdeen Villas at parcel number 03-22.0-400-029, commonly known as Old Collinsville Rd; and

WHEREAS, the Fairview Heights Development Code requires that subdivision plats be approved pursuant to 14-13-26 of the Fairview Heights Code of Ordinances.

WHEREAS, the Applicant has properly applied for a Preliminary Plat permit.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the Findings of Fact relating to the request are as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on December 9, 2025, and that said public hearing was properly advertised, both of which are incorporated by reference.
2. That the subject property is zoned "MF" Multi-Family Residential District and the proposed improvements comply with the subdivision requirements outlined with in the Fairview Heights Development Code.
3. That the Applicant shall be responsible for all City costs incurred in administering and enforcing this approval.
4. That the Director of Land Use and Development, and his designee, shall have the right to inspect the premises for compliance and safety purposes.
5. That this Approval shall automatically expire if the use is not initiated within one year of City Council Approval.
6. That the Applicant shall obtain all required permits and comply with all ordinances and codes.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Baldwin upon vote being taken thereon, the following voted in favor thereof: Herrington, Fowler, Wesemann, Hoppe, McDermott, Smith, Baldwin, Hutchison, Hopkins.

And the following voted against the same: None

And the following abstained: None

And the following was absent: Janice Petroff

Whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission, this the 9th day of December 2025.

Sunyatta McDermott

Planning Commission Chairman

ATTEST:

Dallas Alley

Land Use Director



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT

TRANSMITTAL TO PLANNING COMMISSION

APPLICATION NUMBER: PC 18-25

REQUEST: Preliminary Plat to allow Aberdeen Villas in the “MF” Multi-Family Residential zoning district at Old Collinsville Rd, Fairview Heights. Also identified by St. Clair County PIN(s) 03-22.0-400-029. *VOTE REQUESTED.*

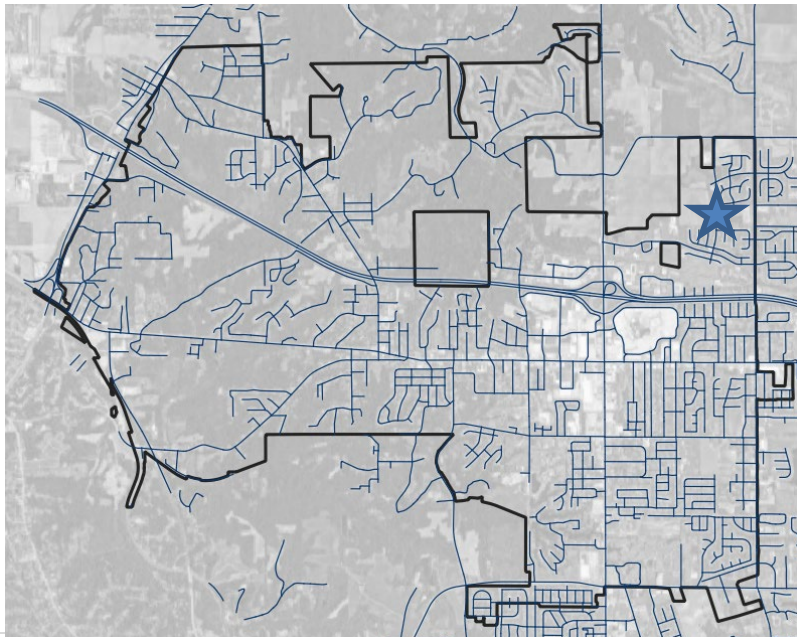
APPLICANT NAME: Steve Macaluso- Halloran Construction LLC

MEETING DATE: December 9, 2025

ZONING: MF – Multi-Family Residential

PLANNING COMMISSION ACTION: Consideration of the Preliminary Plat, make recommendation to the Community Committee and City Council which has final authority to approve or deny the request.

GENERAL LOCATION:



STAFF ADVISORY

1. BACKGROUND

The City of Fairview Heights Development Code establishes procedures for the division of land into two or more lots. A “Subdivision” is the division of land into two (2), or more parcels. The applicant is proposing to develop one lot into no more than 72 lots, and is therefore defined as a “Subdivision”. Development Code Section 14-13-26: Subdivision Application, Subdivision procedures for a preliminary plat include administrative review, consideration by Planning Commission and final action by City Council. In considering a preliminary Plat, the reviewing authorities are to ensure the submittal meets the technical requirements of the Development Code. If a Preliminary Plat meets the criteria, it shall be recommended for approval.

The subject property is included in the 106 acre planned Fountains Place subdivision development. The development is located south of Milburn School Road, west of Old Collinsville Road and is part of the Fountains Place Residential Subdivision. The area was previously zoned to PD – Planned Development, which offers flexibility with respect to zoning standards such as lot width, density and setbacks. The overall development includes a swimming pool, open fields, and common walking paths. As originally platted in 2005, the subdivision was divided into six villages to be constructed in phases. A variety of housing types were proposed to include detached single family, attached single family villas, townhomes and condominium units. Thusfar, four villages have been completed or partially completed.

The construction of the remaining phases had been stalled due to a perceived lack of demand and market conditions. The current developer is proposing no changes to the previously approved development plan. This hearing is to approve infrastructure requirements as required for a preliminary plan in section 14-13-27 of the Fairview Heights Code of Ordinances.

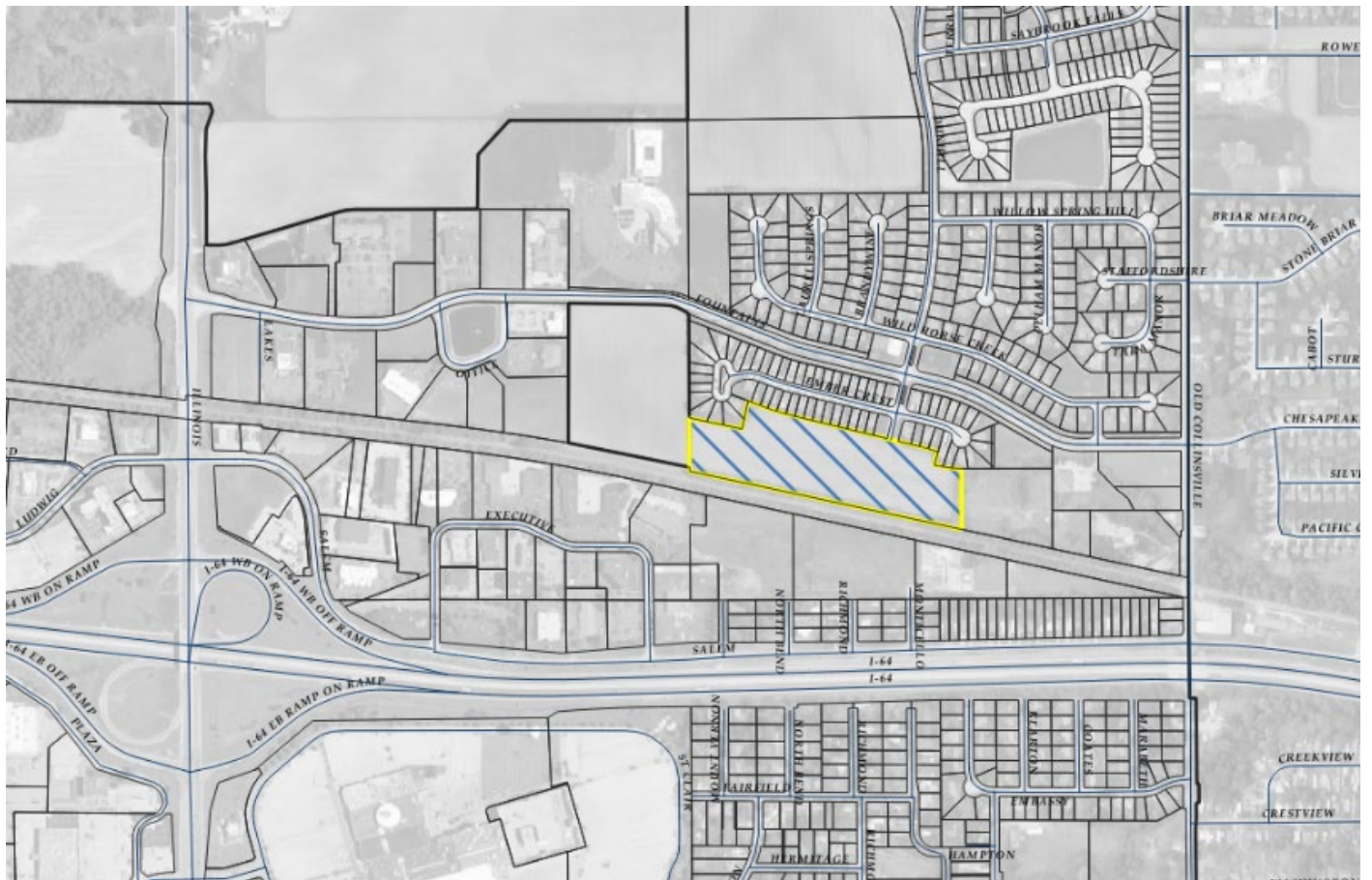
This application contemplates the infrastructure for Phase II of the Geneva Village section of the Fountains Place subdivision.

2. DISCUSSION

Context

The subject site is located in the eastern portion of the city, north of Interstate 64, and east of Highway 159. It is comprised of one parcel.

The zoning designation for these parcels is MR – Multi-Family Residential. This zoning district provides for medium to high population density in two-family and multi-family dwellings. Related recreational and educational facilities are also permitted. This district is generally located adjacent to the commercial districts and permits a transition to other, less intense residential districts. The maximum height allowed within the MR district is slightly higher than that of other residential districts.



Zoning: Site and Surrounding Areas

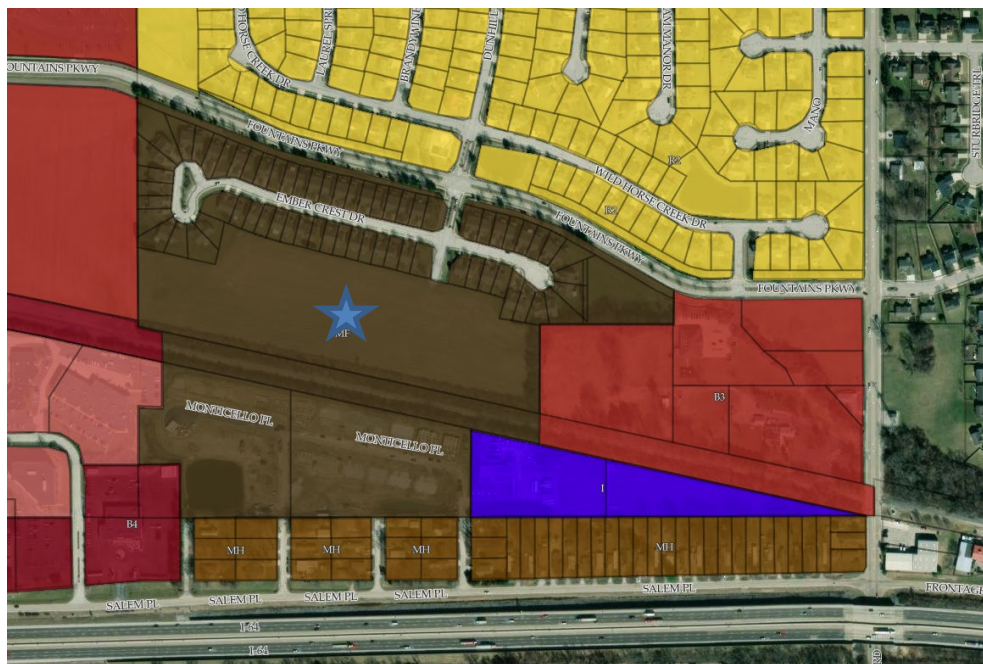
The zoning and land uses of adjoining and surrounding properties are as follows:

North: MR – Multi-Family Residential;

South: MR & I – Multi-Family Residential & Industrial;

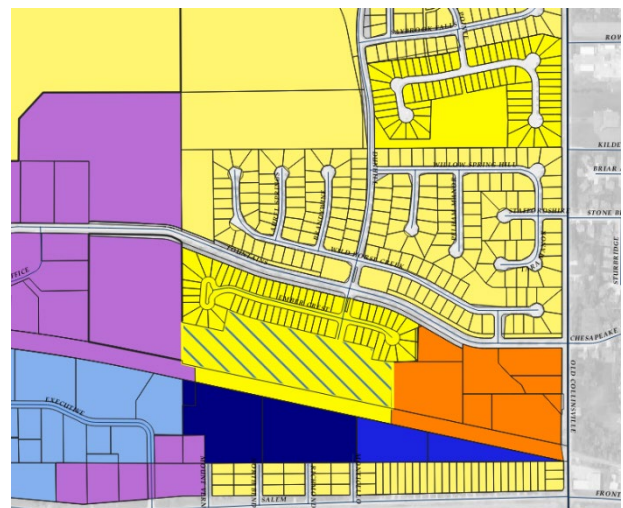
West: A – Agricultural (Unincorporated St. Clair County);

East: B3 - Community Business.



Future Land Use: Site and Surrounding Areas

The Fairview Heights Comprehensive Plan identifies the subject site as single family attached residential. The proposed plat providing up to 72 individual single family attached lots conforms with the comprehensive plan.

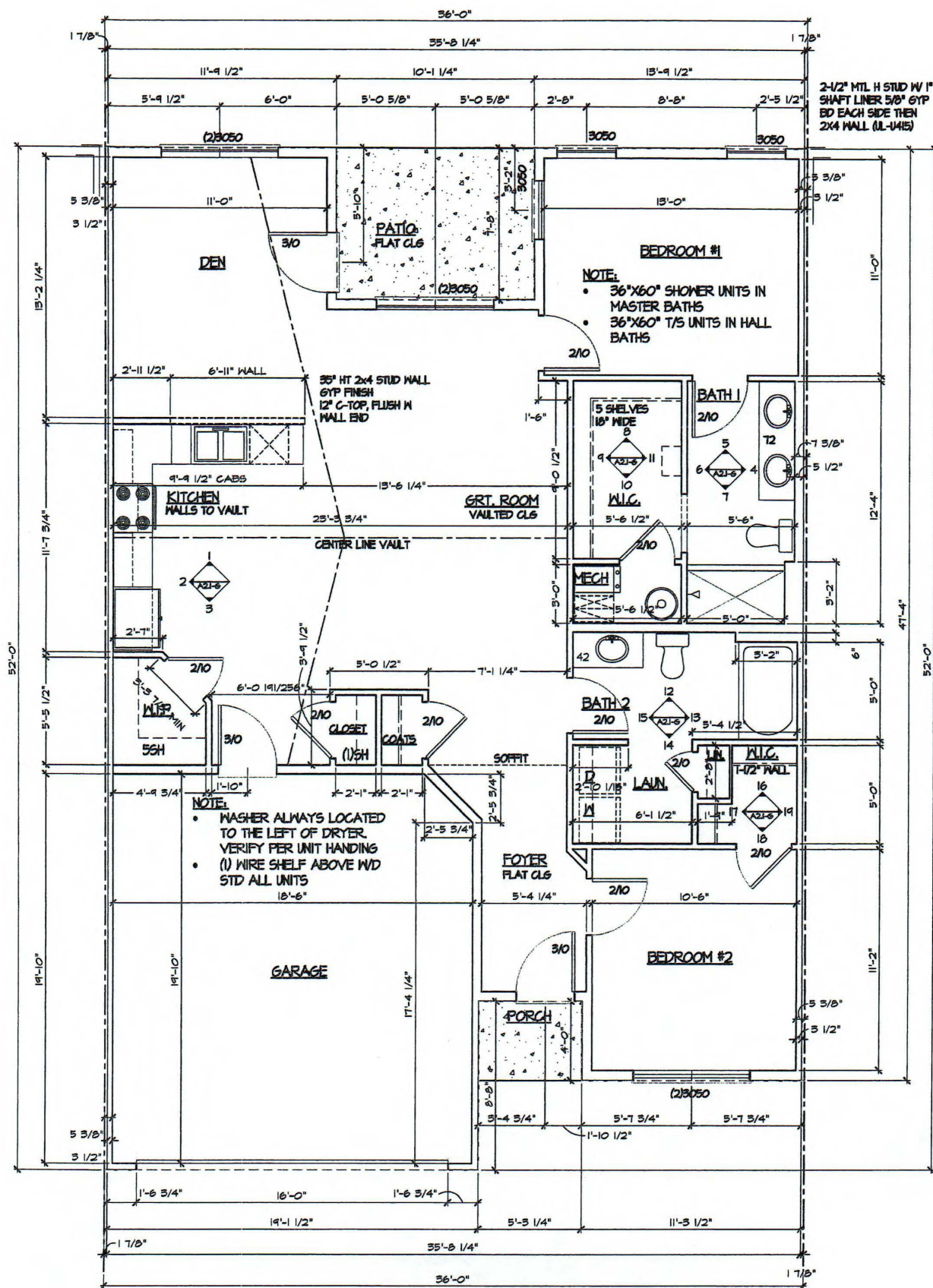


Site Photograph



Elevation Floorplan





Landscape Buffer

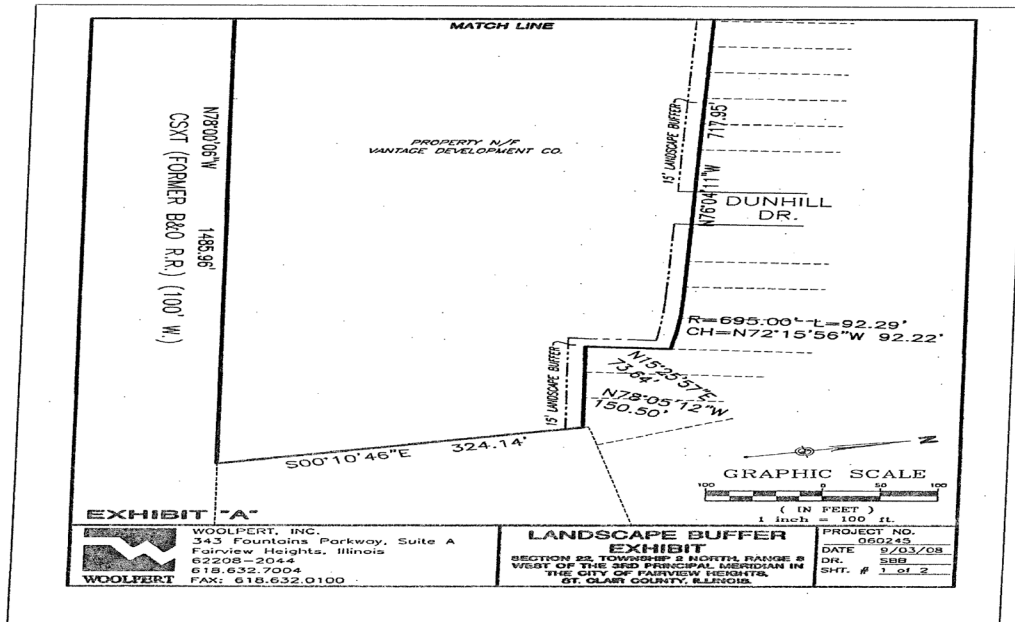
OCT 07, 2008

1110

EXHIBIT B

Buffer Area

1 of 2



35662.1

8

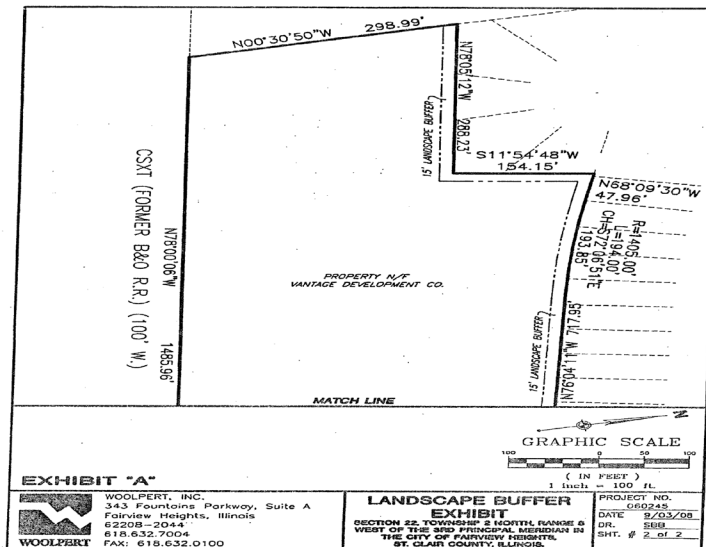
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EXHIBIT B

Buffer Area

2 of 2



35662.1

9

BUFFERYARD

A

REQUIRED
PLANT UNITS/100'

2 Canopy Trees



4 Understory Trees



6 Shrubs



BUFFERYARD

B

REQUIRED
PLANT UNITS/100'

4 Canopy Trees



6 Understory Trees



12 Shrubs



6 Evergreens/Conifers



BUFFERYARD

C

REQUIRED
PLANT UNITS/100'

5 Canopy Trees



7.5 Understory Trees



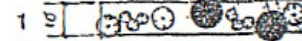
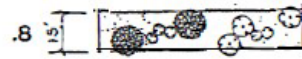
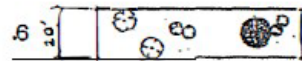
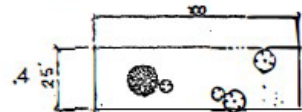
30 Shrubs



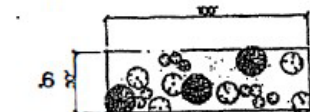
15 Evergreens/Conifers



Plant Unit
Multiplier

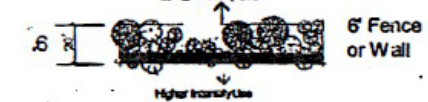
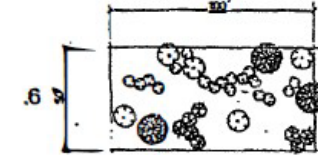


Plant Unit
Multiplier



Structure
Required

Plant Unit
Multiplier



Structure
Required

Planning Considerations

The existing parcels within the subject site are comprised of one parcels of land comprising 12.50 acres. The proposed subdivision would create up to 72 lots each being no less than 10,000 square feet in the event two or more dwellings are within a common parcel and being no less than 5,000 square feet in the event duplex structures are within separate parcels. The lots meet the minimum requirement. The allowable density of the subject site is 110 residential units and the applicant is seeking approval of no more than 78 units.

At issue is whether or not the proposed Preliminary Plat meets the technical requirements of Development Code 14-13-27 Subdivision Application, Preliminary Plat as below:

14-13-28 SUBDIVISION APPLICATION, PRELIMINARY PLAT.

A preliminary plat to be provided by the subdivider shall meet the following specifications:

The preliminary plat to be provided by the subdivider shall meet and include the following specifications and shall supply all of the information requested in this section.

- A. Copies of prints of the preliminary plat as determined by the Administrative Official.
- B. Proposed name of the subdivision and location.
- C. Small key map showing the relation of the proposed subdivision to section or U. S. survey lines and to platted subdivisions and dedicated streets, including maps of adjacent properties, within three hundred (300) feet of the proposed subdivision.
- D. Names and address of the owner, subdivider, land planning consultant, the licensed engineer and registered land surveyor of Illinois who prepared the preliminary plat. The plat shall be certified with registration numbers and seal affixed to the plat.
- E. Streets and rights-of-way on and adjoining the site of the proposed subdivision; showing the names and including street roadway and right-of-way widths, approximate gradients, types and widths of pavement, curbs, sidewalks, crosswalks, planting strips and other pertinent data, including classification on all existing or proposed streets as to function, such as collector, arterial or local street.
- F. All lot lines adjacent to and abutting the subdivision.
- G. Layout of lots, showing approximate dimensions, numbers, lot area, and zone district classification(s). All lots shall meet the requirements of the zone district in which they are located.
- H. Parcels of land, if any, proposed to be dedicated or reserved for schools, parks, playgrounds or other public, or community purposes and use(s) within the area to be subdivided in compliance with the Comprehensive Plan as adopted by the City, or as desired to be dedicated by the developer.
- I. Easements, existing and proposed, showing locations, widths and purposes.

J. Building setback line and dimensions.

K. Location, accessibility and size of existing public utilities and drainageways or facilities within or adjoining the proposed subdivision and the location, accessibility and size of the nearest water trunk mains, interceptor sewer lines and other pertinent utilities.

L. Location, type and approximate size of utility improvements to be installed.

M. Tract boundary lines showing dimensions, bearings, angles and references to known land lines.

N. The gross area and net area acreage of the proposed subdivision, the acreage of streets, and of any areas reserved for the common use of the property owners within the subdivision and/or for public use.

O. Topography shall be shown by two (2) foot contour intervals on lands having slopes of zero to four percent (0% to 4%) at five (5) foot intervals on slopes of four to twelve percent (4% to 12%) at ten (10) foot intervals on slopes of twelve percent (12%) and above.

P. Location of major water courses, ponding area, natural drainageways and flood hazard areas.

Q. The preliminary plat shall be drawn to a scale necessary for clarity provided the resulting drawing would not be over thirty-six (36) inches square.

R. North arrow, drawing scale, and date.

S. Whenever a large tract is intended to be developed in stages, and only a part of that tract is to be submitted for final plat approval, a preliminary plat for subdivision of the entire tract shall be submitted.

T. Additional requirements include:

- a. general description of the location and size of the tract to be platted;
- b. the intent as to character type and use of the property and structures to be developed;
- c. the deed restrictions proposed, if any;
- d. a statement of mineral rights;
- e. the extent and character of the improvements to be made by the subdivider;
- f. the zone district classification(s) of the territory and compliance of the proposed subdivision thereto;

- g. if appropriate, a description of any unique hardship or difficulty limiting the physical development of the property under consideration and a description of any past history of the property under consideration which is pertinent thereto; and
- h. an erosion and sedimentation control plan when applicable. (See Section 14-08-16).

The proposed Subdivision is in conformance with the requirements of 14-13-27.

Exhibits

1. Applicant's Narrative and Excerpted Supporting Documents
2. Resolution and Findings of Fact
3. Public notice

APPLICATION FOR PRELIMINARY PLAT



Department of Land Use and Development
10025 Bunkum Road
Fairview Heights, IL 62208
Phone (618) 489-2060

OFFICE USE ONLY	
DATE COMPLETED APPLICATION RECEIVED: 11/14/25	CASE NUMBER ASSIGNED: PC 18-25
RESUBMITTALS RECEIVED/DATE:	APPLICATION FEES PAID (\$150 + \$5 per lot): 11/14/25 \$540.00 78 units x \$5 @ \$150
ZONING DISTRICT: MF Multi Family Residential	DATE PUBLIC NOTICE SIGN POSTED:
APPLICATION CIRCULATION DATE ____: Comments Received: ☐ Public Works ☐ Fire District ☐ Parks and Recreation ☐ Economic Development ☐ Police Department ☐ Finance Department ☐ Administration Department ☐ Other	AUTHORITY MEETING DATE/RECOMMENDATION: ☐ Planning Commission ____/____ ☐ Community Committee ____/____ ☐ City Council ____/____
DATE OF MEETING: 12/9/25	RESOLUTION NUMBER: (Attach resolution to preliminary plat. One copy to City Clerk, one with LUD/application, one copy to applicant)

Applicants are encouraged to schedule a pre-application conference with the Director of Land Use and Development prior to submittal.

As an applicant, **you are responsible for submitting:**

1. Completed application including submittal fees and all required attachments to the Department of Land Use and Development at least thirty-six (36) days prior to the Plan Commission meeting.
2. Photographs- aerial and/or ground-level photographs of the site.
3. Building elevations or perspectives- to show compatibility with surrounding area and of sufficient detail to ensure building material requirements are met.
4. Development schedule- a development schedule providing reasonable guarantees for the completion of the proposed development (*only when requested*).
5. Legal description of the property.
6. An electronic copy of all documents.

After the initial submission, **you will be required to post a sign on the subject property.** Shortly after your application is received, you will receive information from the Land Use and Development Department on how to purchase and properly locate the required sign. The applicant must provide photographic evidence that the sign is posted in the appropriate location no more than twenty-one (21) calendar days and no less than seven (7) calendar days prior to the date of the public hearing. The sign must be maintained and remain in place until the hearing is complete.

PROJECT INFORMATION FOR PRELIMINARY PLAT

Project Name: Aberdeen Villas
Project Address: Not Addressed by 911- Closest cross street is Dunhill Dr. and Ember Crest Dr.
Parcel ID: 03-22.0-400-029
Current Use of Property: Farm
Project Size/Acreage: 12.5 Acres
Number of Lots: PUD
Density: Requested 6.24 per acre. Allowable 10 units per acre.

CONTACT INFORMATION FOR PRELIMINARY PLAT

Property Owner(s): Green Mount Road LLC c/o Halloran Construction Inc. Steve Macaluso
Mailing Address: 774 Sunset Blvd. Ste. 100, O'Fallon IL 62269
Phone: 618-632-2500
E-Mail: Steve@halloraninc.com

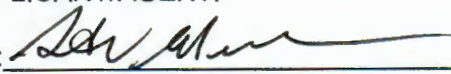
Applicant/agent: Same as above
Relationship to owner: _____
Mailing Address: _____
Phone: _____
E-Mail: _____

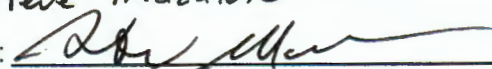
AUTHORIZATION

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and are consistent with the ordinances relating to this application. I also understand that as the applicant, it is my responsibility to obtain all additional approvals, permits or licenses required by any applicable regulatory agency for this project.

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

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF THE OWNER OF RECORD OR AUTHORIZED APPLICANT/AGENT.

Signature of Owner:  Date: 11-21-25
Printed Name: Steve Macaluso

Signature of Applicant:  Date: 11-14-25
Printed Name: Steve Macaluso

SUBMITTAL REQUIREMENTS – PRELIMINARY PLAT

The minimum standards for land subdivision and development are contained in Article VIII of the City's Development Code. Please consult this section, as well as the relevant zoning district regulations, when preparing the subdivision development plans. <http://www.cofh.org/DocumentCenter/View/298/COMPLETE-PDF-CODE>

14-9-5 SUBDIVISION APPLICATION PRELIMINARY PLAT.

The preliminary plat to be provided by the subdivider shall meet and include the following specifications and shall supply all of the information requested in this section.

- (A) Four (4) copies of prints of the preliminary plat.
- (B) Proposed name of the subdivision and location.
- (C) Small key map showing the relation of the proposed subdivision to section or U. S. survey lines and to platted subdivisions and dedicated streets, including maps of adjacent properties, within three hundred (300) feet of the proposed subdivision.
- (D) Names and address of the owner, subdivider, land planning consultant, the licensed engineer and registered land surveyor of Illinois who prepared the preliminary plat. The plat shall be certified with registration numbers and seal affixed to the plat.
- (E) Streets and rights-of-way on and adjoining the site of the proposed subdivision; showing the names and including street roadway and right-of-way widths, approximate gradients, types and widths of pavement, curbs, sidewalks, crosswalks, planting strips and other pertinent data, including classification on all existing or proposed streets as to function, such as collector, arterial or local street.
- (F) All lot lines adjacent to and abutting the subdivision.
- (G) Layout of lots, showing approximate dimensions, numbers, lot area, and zone district classification(s). All lots shall meet the requirements of the zone district in which they are located.
- (H) Parcels of land, if any, proposed to be dedicated or reserved for schools, parks, playgrounds or other public, or community purposes and use(s) within the area to be subdivided in compliance with the Comprehensive Plan as adopted by the City, or as desired to be dedicated by the developer.
- (I) Easements, existing and proposed, showing locations, widths and purposes.
- (J) Building setback line and dimensions.
- (K) Location, accessibility and size of existing public utilities and drainageways or facilities within or adjoining the proposed subdivision and the location, accessibility and size of the nearest water trunk mains, interceptor sewer lines and other pertinent utilities.
- (L) Location, type and approximate size of utility improvements to be installed.
- (M) Tract boundary lines showing dimensions, bearings, angles and references to known land lines.
- (N) The gross area and net area acreage of the proposed subdivision, the acreage of streets, and of any areas reserved for the common use of the property owners within the subdivision and/or for public use.
- (O) Topography shall be shown by two (2) foot contour intervals on lands having slopes of zero to four percent (0% to 4%) at five (5) foot intervals on slopes of four to twelve percent (4% to 12%) at ten (10) foot intervals on slopes of twelve percent (12%) and above.
- (P) Location of major water courses, ponding area, natural drainageways and flood hazard areas.
- (Q) The preliminary plat shall be drawn to a scale necessary for clarity provided the resulting drawing would not be over thirty-six (36) inches square.
- (R) North arrow and date.

(S) Whenever a large tract is intended to be developed in stages, and only a part of that tract is to be submitted for final plat approval, a preliminary plat for subdivision of the entire tract shall be submitted.

(T) Additional requirements include:

- (1) general description of the location and size of the tract to be platted;
- (2) the intent as to character type and use of the property and structures to be developed;
- (3) the deed restrictions proposed, if any;
- (4) a statement of mineral rights;
- (5) the extent and character of the improvements to be made by the subdivider;
- (6) the zone district classification(s) of the territory and compliance of the proposed subdivision thereto;
- (7) if appropriate, a description of any unique hardship or difficulty limiting the physical development of the property under consideration and a description of any past history of the property under consideration which is pertinent thereto; and
- (8) an erosion and sedimentation control plan when applicable. (See Sections 14-2-18, 14-3-22 and 14-8-6)



St. Clair County Parcel Map Viewer

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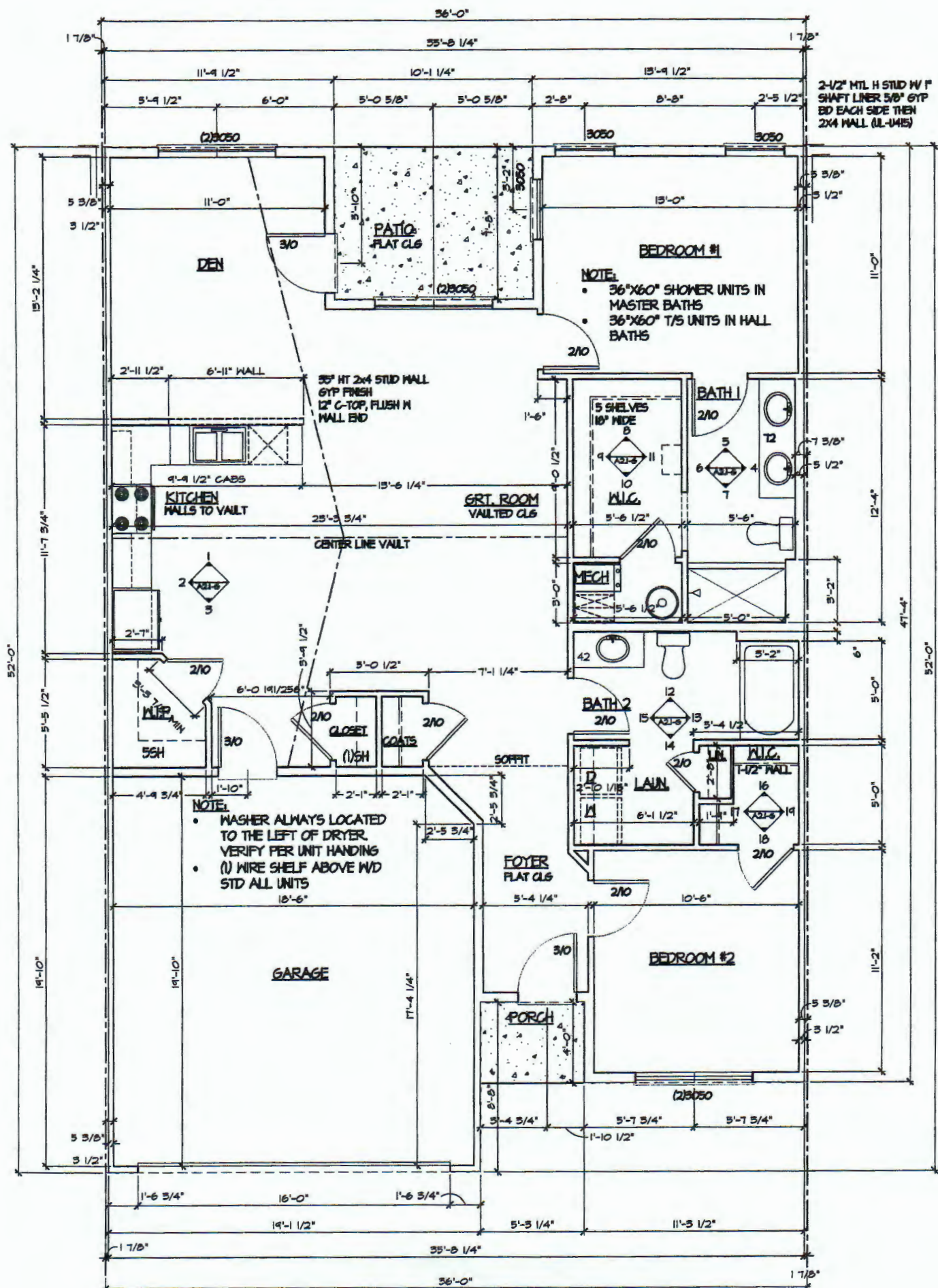
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▼

Address or Parcel ID







5
OCT. 07 2008 1133

A02128062

STANLEY H. HARRIS
ST. CLAIR COUNTY, ILL.
VILLAGE OF SHILOH, ILL.

08 OCT -7 PM 2:40

Michael T. Galt

RECORDER

BENCHMARK TITLE COMPANY, LLC
1124 HARTMAN LANE (4)
SHILOH, IL 62221 C808059

Space Above Line Reserved for Recorder's Use

1. **Title of Document:** Landscape Buffer Restriction
2. **Date of Document:** October 3, 2008
State Imposed
Surcharge
Rental Housing surcharge: \$10.00
3. **Grantor(s):** Vantage Development Co.,
a Missouri corporation
4. **Grantee(s):** Geneva Village at Fountain Place Villas Homeowners' Association,
an Illinois nonprofit corporation
5. **Statutory Mailing Address(es):**
Grantor:
Vantage Development Co.
#1 McBride & Son Center Drive
Chesterfield, MO 63005
Grantee:
Geneva Village at Fountain Place Villas
Homeowners' Association
c/o Cecil Management Group, Inc.
807 N. Highway 50
P.O. Box 459
O'Fallon, IL 62269
6. **Legal Description:** See, Exhibit B of the attached document
7. **Reference(s) to Book(s) and Page(s):** None

This cover page is attached solely for the purpose of complying with the local recording requirements. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Landscape Buffer Restriction. In the event of a conflict between the provisions of the attached Landscape Buffer Restriction and the provisions of this cover page, the attached Landscape Buffer Restriction shall prevail and control.

LANDSCAPE BUFFER RESTRICTION

THIS LANDSCAPE BUFFER RESTRICTION ("Restriction") is made and entered into effective as of the 3rd day of October, 2008, by VANTAGE DEVELOPMENT CO., a Missouri corporation ("Grantor"), having an address of #1 McBride & Son Center Drive, Chesterfield, MO 63005, for the benefit of GENEVA VILLAGE AT FOUNTAIN PLACE VILLAS HOMEOWNERS' ASSOCIATION, an Illinois nonprofit corporation ("HOA"), having an address of c/o Cecil Management Group, Inc., 807 N. Highway 50, P.O. Box 459, O'Fallon, IL 62269 and its resident members being the record title owners of residential lots within a subdivision development commonly known as GENEVA VILLAGE AT FOUNTAIN PLACE VILLAS ("Fountain Place Villas").

RECITALS:

A. Grantor is the owner of certain property located in Fairview Heights, St. Clair County, Illinois, legally described on Exhibit A attached hereto and incorporated herein by this reference ("Grantor's Property");

B. HOA is responsible under that certain Geneva Village at Fountain Place Villas Indenture of Trust and Restrictions dated August 10, 2005, and recorded in the deed records of St. Clair County, Illinois in Book 4223, Page 465 (as amended, "Villas Indenture"), for certain maintenance, management and operation functions with respect to Fountain Place Villas; and

C. Grantor and HOA desire to establish a buffer area upon Grantor's Property, and immediately adjacent to Fountain Place Villas, for the design, installation, care, maintenance, repair and replacement of landscaping and related improvements under, over, across, upon and through such buffer area, for the benefit of the HOA and Fountain Place Villas and to visually screen Fountain Place Villas from any development upon Grantor's Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the foregoing Recitals, the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor for itself and its successors and assigns and any and all parties having or acquiring any right, title or interest in or to Grantor's Property or any part thereof (herein collectively the "Grantor Parties"), hereby declares that all right, title and interest in the Buffer Area (as defined below) upon Grantor's Property shall be restricted by and subject to this Restriction as follows:

1. Recitals. Recitals A through C are true, accurate and material to the transaction contemplated in this Restriction, and are hereby incorporated into the body of this Restriction by this reference.

2. Covenant; Buffer Area. Grantor for itself and the Grantor Parties hereby imposes a perpetual landscape buffer restriction over and upon that portion of Grantor's Property fifteen feet (15') in width and designated as "15' LANDSCAPE BUFFER" on Exhibit B, pages 1 and 2 attached hereto and incorporated herein by this reference (the "Buffer Area"), for the benefit of HOA and Fountain Place Villas and to visually screen Fountain Place Villas from any development upon Grantor's Property. Grantor for itself and the Grantor Parties hereby covenants and agrees that the Buffer Area shall be used exclusively for landscaping purposes

only and not for any other purposes whatsoever and the Grantor Parties shall at all times, and at their sole cost and expense, design, install, maintain, repair, replace and reinstall a landscape buffer and plantings within said Buffer Area in substantial accordance with Bufferyard A Plant Unit Multiplier .8 of Table 14-4-23.1(D) of Section 14-4-23 of the Development Code of the City of Fairview Heights, Illinois, a copy of which is on Exhibit C, pages 1 and 2, attached hereto and incorporated herein by reference, for the benefit of HOA and Fountain Place Villas and to visually screen Fountain Place Villas from any development upon Grantor's Property.

3. Binding Effect. The declaration, restriction, covenants and agreements made in this Restriction are and shall be deemed real covenants and shall run with the land and title to Grantor's Property and shall be binding upon the Grantor Parties by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, and shall inure to the benefit of HOA and Fountain Place Villas and be appurtenant to Fountain Place Villas. HOA's beneficial interest in the foregoing restriction and covenant shall be deemed "Common Properties" as defined in the Villas Indenture.

4. Lenders and other Lien Holders. This Restriction, and the terms and conditions hereof, and the covenant made and restriction granted hereby shall in all respects be senior and superior to any mortgage, lien or encumbrance placed upon Grantor's Property and the terms and conditions of such instrument.

5. Miscellaneous.

(a) If any provision of this Restriction, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Restriction, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Restriction; and each provision of this Restriction shall be valid and enforceable to the fullest extent permitted by law.

(b) This Restriction shall be construed in accordance with the laws of the State of Illinois.

(c) The paragraph headings in this Restriction are for convenience only, shall in no way define or limit the scope or content of this Restriction, and shall not be considered in any construction or interpretation of this Restriction or any part hereof.

(d) In the event of a default under this Restriction by the Grantor Parties, HOA, and its successors and assigns, shall have any and all remedies available to it at law or in equity to seek damages resulting from such default or to seek specific performance or other equitable relief to cause the Grantor Parties to perform hereunder.

(e) In the event Grantor sells all or any portion of Grantor's Property, then in such event Grantor, but not the Grantor Parties, shall be automatically released of any personal liability under this Restriction whatsoever effective upon the date of Grantor's conveyance, and the Grantor Parties and Grantor's Property shall continue to be bound by this Restriction as contemplated in this Restriction.

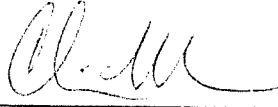
OCT. 07. 2008

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IN WITNESS WHEREOF, the parties have executed this Restriction effective the day and year first above written.

"GRANTOR"

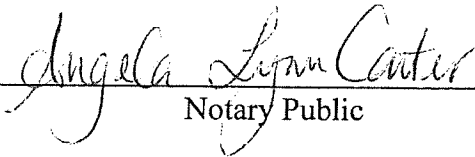
Vantage Development Co.,
a Missouri corporation

By: 
Chris Matteo, Duly Authorized

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2008, before me appeared Chris Matteo, to me personally known, who, being by me duly sworn, did say that he is the President of Vantage Development Co., a Missouri corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Chris Matteo acknowledged said instrument to be the free act and deed of said corporation.

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:
(SEAL)



[Signatures continue on the next page.]

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"HOA"

Geneva Village at Fountain Place Villas
Homeowners' Association, an Illinois nonprofit
corporation

By: [Signature]
Name: Jeremy Roth
Title: Director 1

By: [Signature]
Name: Cory Brooks
Title: Director 2

By: [Signature]
Name: Josh Eagle
Title: Director 3

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2008, before me personally appeared Jeremy Roth, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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.

[Signature]
Notary Public

My Commission Expires:
(SEAL)



[Acknowledgements continue on the next page.]

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STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2008, before me personally appeared Cory Brooks, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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.

Angela Lynn Carter
Notary Public

My Commission Expires:
(SEAL)



STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2008, before me personally appeared Josh Eagle, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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.

Angela Lynn Carter
Notary Public

My Commission Expires:
(SEAL)



EXHIBIT A**Grantor's Property**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS SHOWN AS "FUTURE DEVELOPMENT" (12.877 AC.) ON THE FINAL PLAT OF GENEVA VILLAGE AT FOUNTAIN PLACE VILLAS AS RECORDED IN PLAT BOOK 106, PAGE 28 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF OLD COLLINSVILLE ROAD AND THE NORTHEAST LINE OF THE CSXT RIGHT OF WAY; THENCE ALONG SAID NORTHEAST LINE NORTH 78 DEGREES 00 MINUTES 06 SECONDS WEST 1212.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10 MINUTES 46 SECONDS WEST 318.85 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 12 SECONDS WEST 150.50 FEET; THENCE NORTH 15 DEGREES 25 MINUTES 57 SECONDS EAST 73.64 FEET THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 72 DEGREES 15 MINUTES 56 SECONDS WEST 92.22 FEET AND A RADIUS OF 695.00 FEET, AN ARC DISTANCE OF 92.29 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 11 SECONDS WEST 717.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 72 DEGREES 06 MINUTES 51 SECONDS WEST 193.85 FEET AND A RADIUS OF 1405.00 FEET, AN ARC DISTANCE OF 194.00 FEET; THENCE NORTH 68 DEGREES 09 MINUTES 30 SECONDS WEST 47.96 FEET; THENCE SOUTH 11 DEGREES 54 MINUTES 48 SECONDS WEST 154.15 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 12 SECONDS WEST 288.23 FEET; SOUTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 298.99 FEET TO A POINT ON THE NORTHEAST LINE OF THE CSXT RIGHT OF WAY; THENCE ALONG SAID NORTHEAST LINE SOUTH 78 DEGREES 00 MINUTES 06 SECONDS EAST 1485.96 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

1 of 2

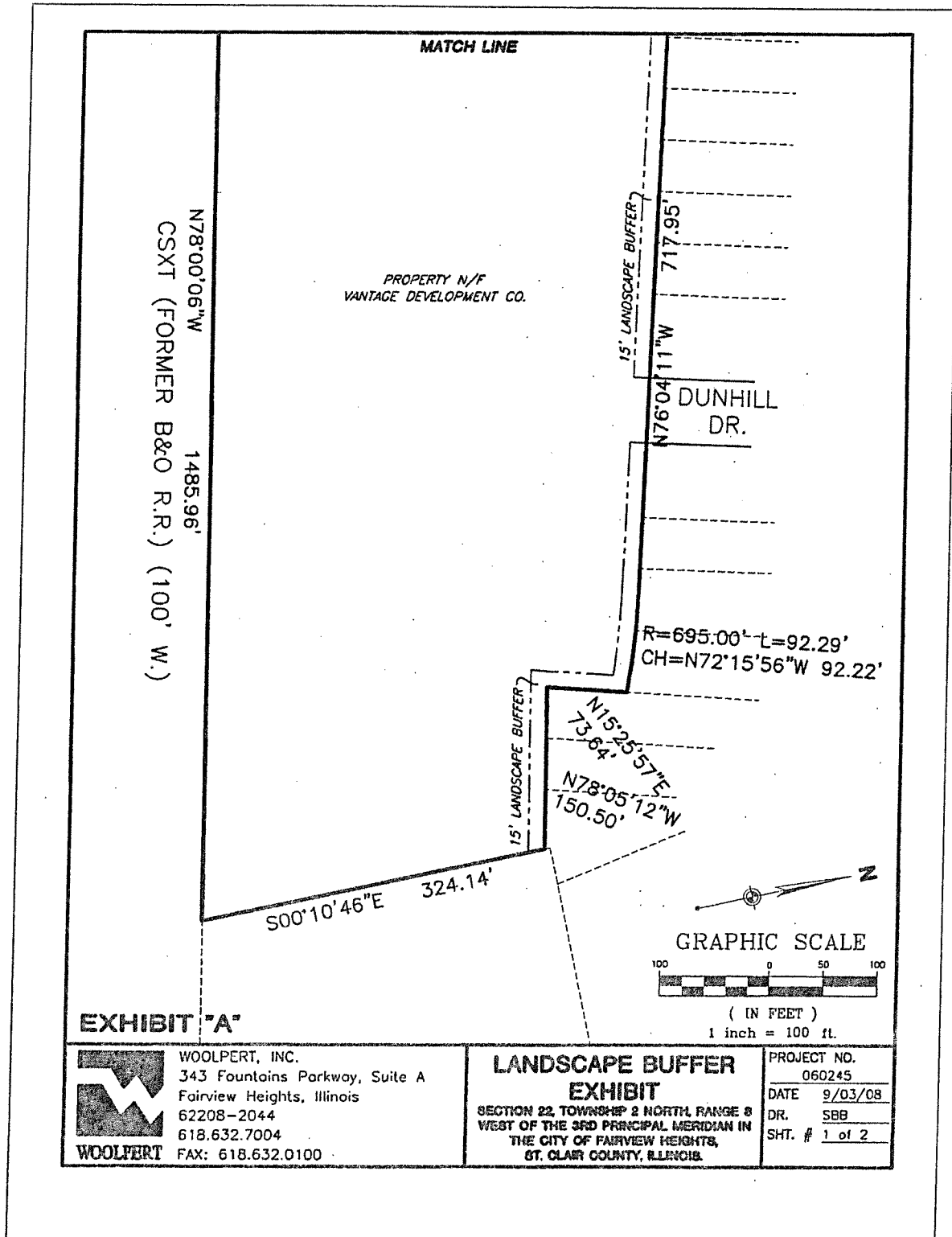
Buffer Area

EXHIBIT B

2 of 2

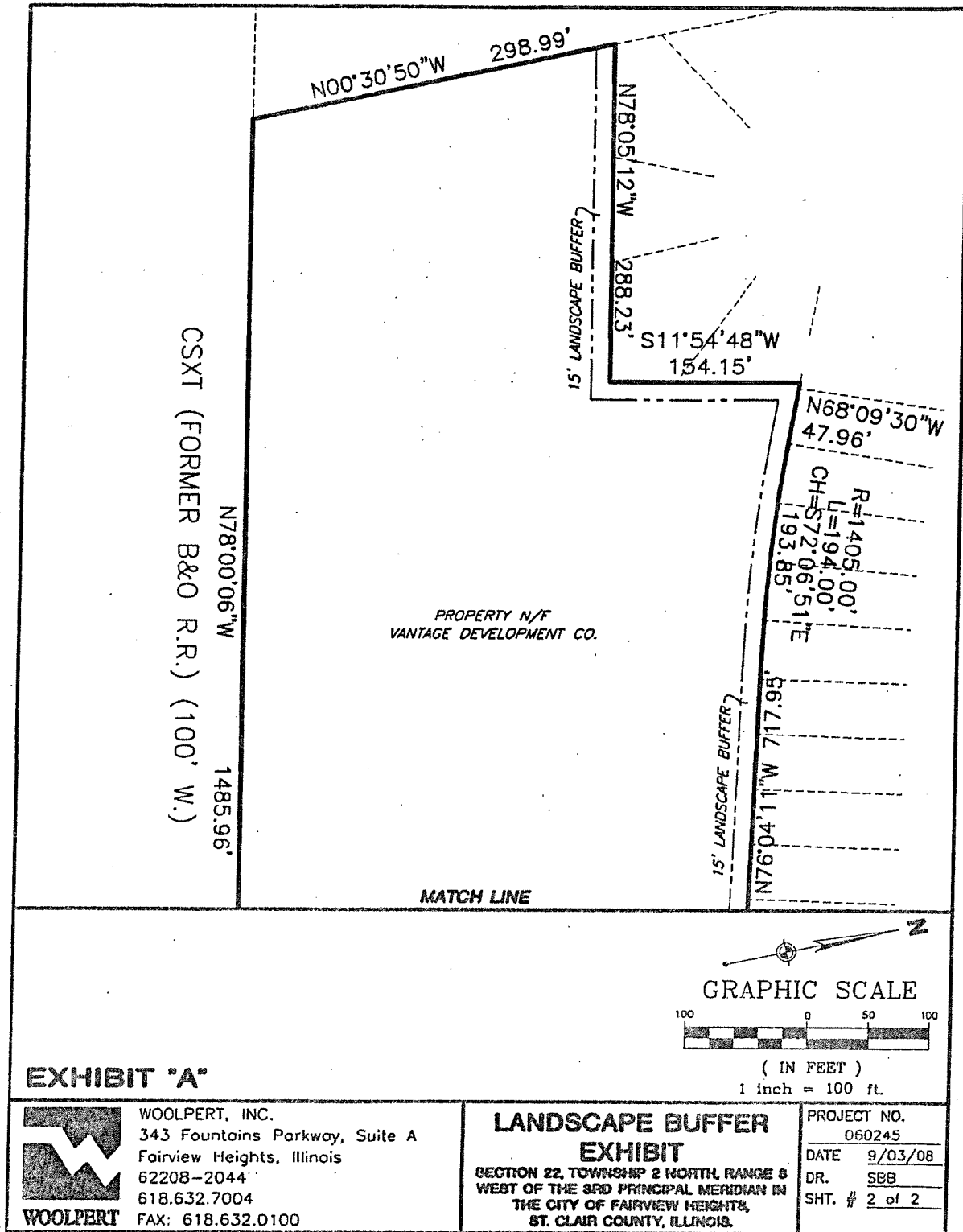
Buffer Area

EXHIBIT C

1 of 2

TABLE 14-4-23.1(D)

PROPOSED LAND USE CATEGORY *1	Residential	Single-Family Residential	Multi-Family	Public/Semi-Public	Public/Institutional	Utility	Special Residential	Recreation/Open Space	Office	Commercial	General Commercial	Heavy Commercial	Industry	Light Industry	Heavy Industry
Residential *2		B	A		A	A	A		A		A	A		A	A
Public/Semi-Public															
Public/Institutional		B	A		N	A	A							N	
Utility		B	B		B	N	B		B		A	A		A	A
Special Residential		A	A		A	A	N		A		A	A		A	A
Recreation/Open Spaces															
Office		B	A		A	A	A		N		A	A		A	A
Commercial		B	A		A	A	A		N		A	A		A	A
General Commercial		B	A		A	A	A								
Heavy Commercial		C	C		C	A	C		A		N	A		A	A
Industry									B		A	N		N	B
Light Industry		C	C		C	B	C		C						
Heavy Industry		C	C		C	C	C		C		B	A		N	N
									C		C	B		B	N

Letters A through C refer to buffers described on the following pages: N means no buffer required.

*1 Refer to Section 14-4-23.4

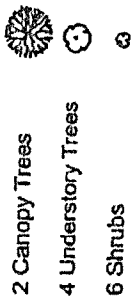
*2 Residential includes multi-family residential developments (platted or unplatted) and mobile home developments. It does not include platted single-family or duplex subdivisions which do not have areas of common ownership and guaranteed maintenance.

EXHIBIT C

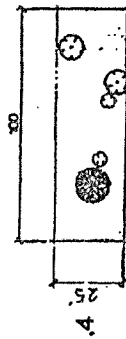
2 of 2

BUFFERYARD
A

**REQUIRED
PLANT UNITS/100'**



Plant Unit	Multiplier
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
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95	95
96	96
97	97
98	98
99	99
100	100



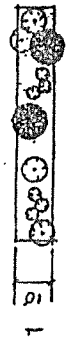
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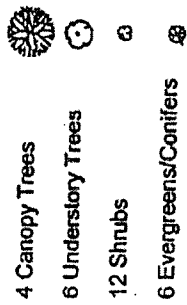


101



BUFFERYARD
B

**REQUIRED
PLANT UNITS/100'**



Piant Unit
Multiplier



8.



yes

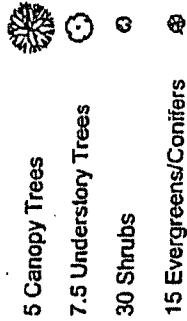


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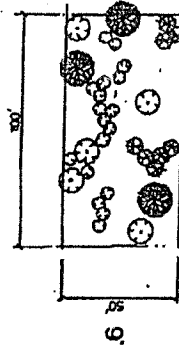


BUFFYARD C

**REQUIRED
PLANT UNITS/100'**



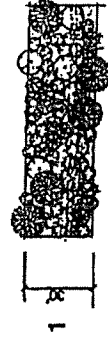
Plant Unit	Multiplier
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
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98	1.00
99	1.00
100	1.00



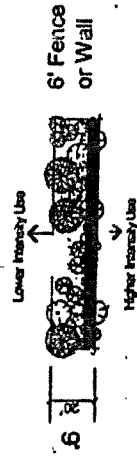
g.



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Q



8

OCT 07 2008

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A02128065

STATE OF ILLINOIS
CLERK OF SUPREME COURT
JANUARY 1, 2009

08 OCT -7 PM 2:41

Mark T. Halloran

RECORDER

BENCHMARK TITLE COMPANY, LLC
1124 HARTMAN LANE
SHILOH, IL 62221
C808059

Space Above Line Reserved for Recorder's Use

1. **Title of Document:** Detention Basin Easement and Maintenance Agreement
2. **Date of Document:** October 3, 2008
3. **Grantor(s):** Geneva Village at Fountain Place Villas Homeowners' Association,
an Illinois nonprofit corporation
4. **Grantee(s):** Greenmount Road, LLC, an Illinois limited liability company
5. **Statutory Mailing Address(es):**

State Imposed
Surcharge
Rental Housing surcharge: \$10.00

Grantor:
Geneva Village at Fountain Place Villas
Homeowners' Association
c/o Cecil Management Group, Inc.
807 N. Highway 50
P.O. Box 459
O'Fallon, IL 62269

Grantee:
Greenmount Road, LLC
Attention: Mark Halloran
774 Sunset Blvd.
O'Fallon, IL 62269
6. **Legal Description:** See, Exhibit A and Exhibit B of the attached agreement
7. **Reference(s) to Book(s) and Page(s):** None

This cover page is attached solely for the purpose of complying with the local recording requirements. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached agreement. In the event of a conflict between the provisions of the attached agreement and the provisions of this cover page, the attached agreement shall prevail and control.

DETENTION BASIN EASEMENT AND MAINTENANCE AGREEMENT

This DETENTION BASIN EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the 3rd day of October, 2008 by and between GENEVA VILLAGE AT FOUNTAIN PLACE VILLAS HOMEOWNERS' ASSOCIATION, an Illinois nonprofit corporation ("Grantor"), having an address of c/o Cecil Management Group, Inc., 807 N. Highway 50, P.O. Box 459, O'Fallon, IL 62269 and GREENMOUNT ROAD, LLC, an Illinois limited liability company ("Grantee"), having an address of 774 Sunset Blvd., O'Fallon, IL 62269.

RECITALS:

A. Grantor is the owner of certain real property located in Fairview Heights, St. Clair County, Illinois, described on Exhibit A, attached hereto and incorporated herein by reference ("Outlot A"), and a storm water pipe and facilities that are located partially on Outlot A and partially in an easement on the Grantee Property, defined below (collectively, the "Pipe" and, collectively with Outlot A, the "Grantor Property");

B. Grantee is the owner of certain real property located in Fairview Heights, St. Clair County, Illinois, legally described on Exhibit B, attached hereto and incorporated herein by reference (the "Grantee Property");

C. Grantor is empowered under that certain Geneva Village at Fountain Place Villas Indenture of Trust and Restrictions dated August 10, 2005, and recorded in the deed records of St. Clair County, Illinois in Book 4223, Page 465 (as amended, "Villas Indenture"), with jurisdiction over a single-family attached residential subdivision commonly known as Geneva Village at Fountain Place Villas ("Fountain Place Villas");

D. Outlot A and the Pipe are each part of the "Common Properties" of Fountain Place Villas, as such term is defined in the Villas Indenture, and Outlot A contains a storm water detention basin (the "Detention Basin") presently serving Fountain Place Villas, and as provided in the Capacity Certificate (as hereinafter defined) also designed to serve some or all of the Grantee Property;

E. Section 2(a)(v) of the Villas Indenture empowers Grantor with the right to grant easements in the Common Properties, including the Grantor Property, which includes the Pipe and the Detention Basin;

F. Grantee desires to obtain an easement over, in, and through the Grantor Property for the sole purpose of allowing a limited amount of storm water runoff to flow through the Pipe and into the Detention Basin, subject to the terms and conditions set forth in this Agreement, for the use and benefit of Grantee, the Grantee's successors and assigns, and the Grantee Property; and

G. Grantor's engineer certified to Grantor that Fountain Place Villas uses only a portion of the storm water detention capacity of the Detention Basin and that the Detention Basin was designed to provide fifty-two percent (52%) of its available storm water detention capacity for use by the Grantee Property ("Grantee's Available Capacity"), based on both the Grantor Property and the Grantee Property having a development density and impervious area of $C=0.54$ under the weighted average method of calculation. A copy of such certification is on Exhibit C, attached hereto and incorporated herein by reference (the "Capacity Certificate"). Based on the foregoing, Grantor has agreed to grant the foregoing easement over the Grantor Property to Grantee, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Right to Use Detention Basin. (a) Subject to the terms and conditions set forth in this Agreement, Grantor does hereby grant to Grantee a non-exclusive easement in the Grantor Property and appurtenant to the Grantee Property, for the sole purpose of discharging a limited quantity of storm water from the Grantee Property through the Pipe and into the Detention Basin. The quantity of storm water from the Grantee Property authorized under this Agreement to flow through the Pipe and into the Detention Basin is expressly limited to the Grantee's Available Capacity. Grantee acknowledges and agrees that Grantor has not made and does not make any representation or warranty regarding the accuracy of the Capacity Certificate or the sufficiency of the Pipe or Detention Basin capacity available for use by the Grantee Property, and that any representations or warranties, express or implied, by operation or law or otherwise, are disclaimed by Grantor.

(b) In order to use and enjoy the easement in the Grantor Property granted in this Agreement, Grantee may, at its sole cost and expense, connect the Grantee Property to the Pipe; provided, however, the location and design of any such connection shall be subject to prior review and approval of the governmental authorities and/or utility having jurisdiction over the Grantor Property and the Grantee Property.

(c) Grantee shall obtain, at its sole cost and expense, any and all necessary permits or authorizations from all applicable governmental authorities and utilities required in order for the Grantee Property to discharge storm water into the Detention Basin, and to connect the Grantee Property to the Pipe, as a condition to Grantee's use and enjoyment of the easement in the Grantor Property granted in this Agreement. Grantee shall complete any connection of the Grantee Property to the Pipe and the Detention Basin at its sole cost and expense and in substantial accordance with the plans and specifications approved by the applicable governmental authorities and utilities and in a safe, lien free, first-class, good and workmanlike manner and in accordance with all applicable laws, codes, ordinances, permits or authorizations. Grantee shall complete, at its sole cost and expense, any improvements or upgrades to the Pipe or the Detention Basin necessary in order connect the Grantee Property to the Pipe or the Detention Basin and Grantee shall repair any damage to Fountain Place Villas, Grantor's property, the Grantor Property, the Pipe or the Detention Basin caused by Grantee's connection of the Grantee

Property to the Pipe and the Detention Basin or by Grantee's use and enjoyment of the easement in the Grantor Property granted in this Agreement. Grantee shall indemnify, defend and hold Grantor free and harmless from and against any loss, cost, fees or damages, including reasonable attorneys' fees and court costs, incurred by Grantor due to Grantee's connection of the Grantee Property to the Pipe and the Detention Basin or by Grantee's use and enjoyment of the easement in the Grantor Property granted in this Agreement. Prior to connecting the Grantee Property to the Pipe and the Detention Basin, Grantee or its successors or assigns making such connection shall provide Grantor with proof of insurance, with commercially reasonable coverage, deductibles and policy limits, including completed operations coverage, which insurance shall name Grantor as an additional named insured.

(d) Grantor may at any time alter, repair, maintain, reconstruct, redesign, modify, relocate or improve the Grantor Property, including the Pipe and the Detention Basin and any related storm water facility improvements, in accordance with applicable laws and codes; provided, however, that Grantor shall not alter the Pipe or the Detention Basin in a way that would cause the capacity of the Detention Basin available for the use of the Grantee Property to be less than the Grantee's Available Capacity. The easement granted to Grantee in this Agreement is non-exclusive and Grantor reserves the right to use and enjoy the Grantor Property, including the Pipe and the Detention Basin and any related storm water facility improvements, including the right to grant further easements and interests; provided, however, that no such use or grant shall cause the capacity of the Detention Basin available for the use of the Grantee Property to be less than the Grantee's Available Capacity. Grantor shall not impose rules on use of the Pipe and/or Detention Basin that differ, as between (i) the residents of Fountains Place Villas and/or Grantor, and (ii) Grantee and/or the residents of Grantee's Property. Moreover, Grantor reserves the right to assign its rights and interests in this Agreement to any applicable governmental authority or utility with jurisdiction.

2. Grantee Maintenance Cost Allocation. Grantor shall maintain the Pipe and the Detention Basin in good condition and in accordance with the Villas Indenture and applicable laws, ordinances, and regulations. Grantee shall pay to Grantor, as an assessment upon the Grantee Property, fifty-two percent (52%) of all reasonable costs and expenses incurred in connection with the maintenance, repair, reconstruction, replacement, improvement, modification and alteration of the Pipe and the Detention Basin and all storm water improvements, within thirty (30) days of delivery of notice of assessment therefor. Grantor may assess Grantee from time to time for such costs and expenses as such costs and expenses are incurred, but not more frequently than once per month. All amounts which remain unpaid for more than thirty (30) days after delivery of notice of assessment shall bear interest upon such delinquent amount from such date at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs and expenses shall be an assessment on the Grantee Property, shall be a charge against the Grantee Property, shall be a continuing lien on the Grantee Property and otherwise shall be collectable and enforceable in accordance with this Agreement. Any and all such assessments and charges as provided in this Agreement, together with such interest thereon and costs of collection thereof, shall be a charge against the title of the Grantee Property and shall be a continuing lien upon the Grantee Property, which shall bind the Grantee Property in the hands of the then owner of the Grantee Property, his/her/its heirs, devisees,

personal representatives, successors and assigns, without the need or requirement of filing any additional documentation with respect to such assessment or lien. Recording of this Agreement constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Agreement is not required. Grantor shall be entitled to enforce collection of any and all of such assessments(s) and/or charges(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the owner of Grantee Property at the time when the assessment became due. Notice of any assessment shall be given by Grantor, by certified mail, postage prepaid, addressed to the then owner of the Grantee Property at the address set forth in this Agreement or provided by Grantee or its successor or assigns from time to time in accordance herewith (and notice so given shall be considered given when mailed), or other manner allowed by law. Grantee may change such address from time to time by notice to Grantor, by certified mail, postage prepaid, addressed to Grantor at the address set forth in this Agreement. The failure or delay of Grantor to prepare or deliver any assessment shall not constitute a waiver or release in any manner of Grantee's obligation to pay such assessment whenever the same shall be made. Grantor may bring legal action against the Grantee personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth hereinabove, as well as all other available rights and remedies available at law or in equity with respect to enforcement of payment of same or any breach hereof or default hereunder. Grantor is hereby authorized to notify any mortgagee or any other person or entity that Grantor is taking steps to collect an unpaid assessment or to enforce a lien against said Grantee Property. A judgment or decree in any action brought under this Agreement is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party. Any payments received by Grantor in discharge of a Grantee's obligation may be applied to the oldest balance due.

3. Development and Construction Activities. Grantee shall be responsible, its sole cost and expense, for silt removal, dredging and any and all other restoration or repair work to the Pipe or the Detention Basin that may become necessary due to development and construction activities occurring from time to time on or relating to the Grantee Property.

4. Discharge from Grantee Property. Grantee shall not materially increase the limited flow of storm water from the Grantee Property onto the Grantor Property beyond the Grantee's Available Capacity, it being the expressed intention and agreement of Grantor and Grantee that the Grantee Property's discharge of storm water through the Pipe and into the Detention Basin be limited to the Grantee's Available Capacity. Grantee has no right to alter or modify the capacity of the Pipe or the Detention Basin, without Grantor's prior written consent, which consent shall not be unreasonably withheld. Grantee acknowledges and agrees that should the Grantee Property's discharge of storm water into the Pipe or the Detention Basin exceed the Grantee's Available Capacity, that such excessive use shall be a breach of this Agreement and shall be deemed to overburden the easement granted in this Agreement and that Grantor may pursue all rights and remedies available at law or in equity as a result of any such breach.

5. Recording. Grantor and Grantee shall cause this Agreement to be recorded against the Grantor Property and the Grantee Property.

6. Subordination of Mortgages. Grantee shall obtain subordination agreements for any mortgages or deeds of trust encumbering the Grantee Property which were recorded prior to the recording of this Agreement, in writing and in recordable form subordinating such existing mortgages and deeds of trust to this Agreement.

7. Miscellaneous. This Agreement shall be binding upon the Grantor Property and the Grantee Property, shall run with the land and shall inure to the benefit of the successors and assigns of Grantor and Grantee. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

8. Attorneys' Fees. In the event any party commences an action to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred.

9. Amendments. This Agreement, or any provision hereof, may be terminated, extended, modified or amended only with a written amendment executed by Grantor and Grantee, and recorded in the public records.

10. Remedies. In the event of a default by Grantee under this Agreement, Grantor, and its successors and assigns as owners of all or any portion of the Grantor Property, shall have all rights and remedies available at law or in equity, including specific performance.

11. Binding Effect. This Agreement shall be deemed a real covenant and shall run with the land and title to the Grantor Property and the Grantee Property, and shall be binding upon and inure to the benefit of Grantor and Grantee and their successors and assigns, including future owners of all or any part of either the Grantor Property or the Grantee Property by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance.

[REMAINDER INTENTIONALLY BLANK, SIGNATURES FOLLOW]

001.07.2008

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IN WITNESS WHEREOF, Grantor and Grantee hereto have entered into this Agreement as of the date first written above.

GRANTOR:
GENEVA VILLAGE AT FOUNTAIN PLACE
VILLAS HOMEOWNERS' ASSOCIATION

By: [Signature]
Jeremy Roth, Director

By: [Signature]
Josh Eagle, Director

By: [Signature]
Cory Brooks, Director

"Exempt under provisions of Paragraph <u>2</u> Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31-45)"	
10/3/08	<u>[Signature]</u>
Date	Buyer, Seller or Representative

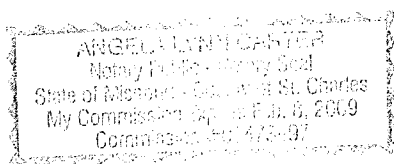
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2008, before me appeared Jeremy Roth, to me personally known, who, being by me duly sworn, did say that he is a Director of Geneva Village at Fountain Place Villas Homeowners' Association, an Illinois nonprofit corporation, and that said instrument was signed in behalf of said corporation, and said Jeremy Roth acknowledged said instrument to be the free act and deed of said corporation.

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.

[Signature]
Notary Public

My Term Expires:



STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

OCT. 07. 2008

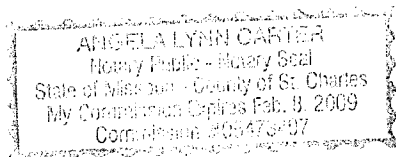
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On this 3rd day of October, 2008, before me appeared Josh Eagle, to me personally known, who, being by me duly sworn, did say that he is a Director of Geneva Village at Fountain Place Villas Homeowners' Association, an Illinois nonprofit corporation, and that said instrument was signed in behalf of said corporation, and said Josh Eagle acknowledged said instrument to be the free act and deed of said corporation.

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.

Angela Lynn Carter
Notary Public

My Term Expires:



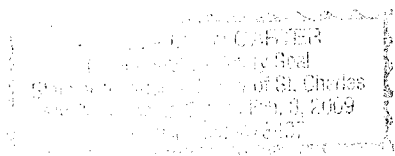
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2008, before me appeared Cory Brooks, to me personally known, who, being by me duly sworn, did say that he is a Director of Geneva Village at Fountain Place Villas Homeowners' Association, an Illinois nonprofit corporation, and that said instrument was signed in behalf of said corporation, and said Cory Brooks acknowledged said instrument to be the free act and deed of said corporation.

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.

Angela Lynn Carter
Notary Public

My Term Expires:



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GRANTEE:

GREENMOUNT ROAD, LLC,
an Illinois limited liability company

By: Mark Halloran
Mark Halloran, Duly Authorized

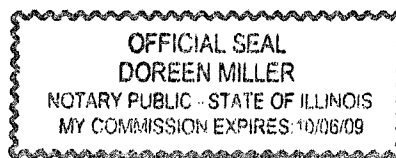
STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

On this 3rd day of October, 2008, before me appeared Mark Halloran, to me personally known, who, being by me duly sworn, did say that he is the Manager of Greenmount Road, LLC, an Illinois limited liability company, and that said instrument was signed in behalf of said company, and said Mark Halloran 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.

Doreen Miller
Notary Public

My Term Expires: 10/06/09



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EXHIBIT A

Grantor Property

Common Ground Outlot A of the Final Plat of Geneva Village at Fountain Place Villas recorded on August 19, 2005 in Book 106, Pages 28 – 30 of the St. Clair County Records

03-22-0-410-015

EXHIBIT B**Grantee Property**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS SHOWN AS "FUTURE DEVELOPMENT" (12.877 AC.) ON THE FINAL PLAT OF GENEVA VILLAGE AT FOUNTAIN PLACE VILLAS AS RECORDED IN PLAT BOOK 106, PAGE 28 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF OLD COLLINSVILLE ROAD AND THE NORTHEAST LINE OF THE CSXT RIGHT OF WAY; THENCE ALONG SAID NORTHEAST LINE NORTH 78 DEGREES 00 MINUTES 06 SECONDS WEST 1212.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10 MINUTES 46 SECONDS WEST 318.85 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 12 SECONDS WEST 150.50 FEET; THENCE NORTH 15 DEGREES 25 MINUTES 57 SECONDS EAST 73.64 FEET THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 72 DEGREES 15 MINUTES 56 SECONDS WEST 92.22 FEET AND A RADIUS OF 695.00 FEET, AN ARC DISTANCE OF 92.29 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 11 SECONDS WEST 717.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 72 DEGREES 06 MINUTES 51 SECONDS WEST 193.85 FEET AND A RADIUS OF 1405.00 FEET, AN ARC DISTANCE OF 194.00 FEET; THENCE NORTH 68 DEGREES 09 MINUTES 30 SECONDS WEST 47.96 FEET; THENCE SOUTH 11 DEGREES 54 MINUTES 48 SECONDS WEST 154.15 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 12 SECONDS WEST 288.23 FEET; SOUTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 298.99 FEET TO A POINT ON THE NORTHEAST LINE OF THE CSXT RIGHT OF WAY; THENCE ALONG SAID NORTHEAST LINE SOUTH 78 DEGREES 00 MINUTES 06 SECONDS EAST 1485.96 FEET TO THE POINT OF BEGINNING.

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EXHIBIT C

Capacity Certificate

October 2, 2008

Jeremy Roth
Vantage Development Co.
Geneva Village at Fountain Place Villas Homeowner's Association
#1 McBride and Son Center Drive
Chesterfield, MO 63005



343 Fountains Parkway, Suite 100
Fairview Heights, Illinois 62208-2044
618.632.7004
Fax: 618.632.0100
www.woolpert.com

RE: Geneva Village at Fountain Place Villas
Fairview Heights, Illinois

Dear Jeremy:

As requested, we have reviewed the detention basin drainage areas for Geneva Village at Fountain Place Villas (PB 106, PG 28) including the adjacent undeveloped ground immediately to the south. This adjacent undeveloped ground immediately to the south (Future Development) is 12.877 acres and was shown on the subdivision plat as future development. The Future Development is specifically described as:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS SHOWN AS "FUTURE DEVELOPMENT" (12.877 AC.) ON THE FINAL PLAT OF GENEVA VILLAGE AT FOUNTAIN PLACE VILLAS AS RECORDED IN PLAT BOOK 106, PAGE 28 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF OLD COLLINSVILLE ROAD AND THE NORTHEAST LINE OF THE CSXT RIGHT OF WAY; THENCE ALONG SAID NORTHEAST LINE NORTH 78 DEGREES 00 MINUTES 06 SECONDS WEST 1212.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10 MINUTES 46 SECONDS WEST 318.85 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 12 SECONDS WEST 150.50 FEET; THENCE NORTH 15 DEGREES 25 MINUTES 57 SECONDS EAST 73.64 FEET THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING NORTH 72 DEGREES 15 MINUTES 56 SECONDS WEST 92.22 FEET AND A RADIUS OF 695.00 FEET, AN ARC DISTANCE OF 92.29 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 11 SECONDS WEST 717.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 72 DEGREES 06 MINUTES 51 SECONDS WEST 193.85 FEET AND A RADIUS OF 1405.00 FEET, AN ARC DISTANCE OF 194.00 FEET; THENCE NORTH 68 DEGREES 09 MINUTES 30 SECONDS WEST 47.96 FEET; THENCE SOUTH 11 DEGREES 54 MINUTES 48 SECONDS WEST 154.15; THENCE NORTH 78 DEGREES 05 MINUTES 12 SECONDS WEST 288.23 FEET; SOUTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 298.99 TO A POINT THE NORTHEAST LINE OF THE CSXT RIGHT OF WAY; THENCE ALONG SAID NORTHEAST LINE SOUTH 78 DEGREES 00 MINUTES 06 SECONDS EAST 1485.96 FEET TO THE POINT OF BEGINNING.

The portion of Geneva Village at Fountain Place Villas along with the Future Development that drains to the stormwater detention basin totals 24.84 acres. The Future Development is 12.877 acres, or 52 percent of the total. The total platted area of the Villas is 15.619 acres and the area that does not drain to the basin discharges directly to the ditch paralleling the north property line.

The entire Future Development does have stormwater detention provided in the existing basin located in Common Ground Outlot A if the development density and

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impervious area is comparable to a villa product (weighted rational method $C=0.54$). This provided detention for the Future Development is 52% of the designed capacity of the detention basin. If the Future Development is constructed with a Villa product (weighted rational method $C=0.54$), based on the detention calculations we prepared and that were approved by the City of Fairview Heights 100% of the detention requirement are provided in the basin.

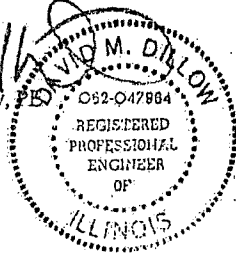
If the Future Development is constructed with a housing product having a higher impervious area and higher weighted C value than a Villa product, then additional detention volume will need to be provided. The amount of additional detention needed will be a function of the proposed condition time of concentration and C value and would need to be calculated for a specific proposed development density.

Please contact our office with any additional questions or comments.

Sincerely,

Woolpert, Inc.

David M. Dillow,
Vice President





DEPARTMENT OF LAND USE AND DEVELOPMENT

PUBLIC HEARING NOTICE

Notice is hereby given that a public hearing will be held before the Fairview Heights Planning Commission on Tuesday, December 9, 2025, at 7:00 p.m. This meeting will be held both in person at the Fairview Heights City Hall, 10025 Bunkum Road, 62208, and virtually. Parties interested in attending the meeting virtually should contact Dallas Alley, Director of Land Use and Development, at (618) 489-2061 or alley@cofh.org for instructions and visit the City's website for an agenda and meeting materials at www.cofh.org.

At this meeting, the Commission will consider a Preliminary Plat Permit in the "MF" Multi-Family Residential zoning district for Aberdeen Villas at Old Collinsville, also identified by St. Clair County PIN(s) 03-22.0-400-029.

Request was made by Steve Macaluso- Halloran Construction, 774 Sunset Blvd Ste. 100, O'Fallon, IL 62269.

All persons desiring to be heard on this proposal may attend either in person or virtually.

Dated this 17th day of December 2025.

FAIRVIEW HEIGHTS PLANNING COMMISSION

BY: Dallas Alley, Director of Land Use & Development

PC 18-25