

Committee Members:

Frank Menn
Anthony LeFlore
Brenda Wagner
Derrick King
Jeff Harris

AGENDA
COMMUNITY COMMITTEE

Wednesday, December 17, 2025 – 7:00 p.m.
Council Chambers – Fairview Heights City Hall
10025 Bunkum Road, Fairview Heights, Illinois
Conference Bridge for Public Participation
Phone: (786) 535-3211 | Access Code: 808-004-661
Please mute your phone during the meeting.

Join via Computer, Tablet, or Smartphone: <https://meet.goto.com/COFH>

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<https://meet.goto.com/install>

Roll Call

Public Participation

Approval of Minutes – Tuesday, December 2, 2025

Parks & Recreation

Alderman Anthony LeFlore, Chairman

1. Director's Report – Review and discussion

Development

Alderman Brenda Wagner, Chairman

1. Resolution No. ____-2025 – A Resolution Authorizing the Mayor to Enter into an Agreement with The Fource Group for Website Hosting, Redesign, and Development Services

2. Director's Report

3. America 250

Planning

Alderman Frank Menn, Chairman

1. Planning Commission
a. Case PC18-25

2. Zoning Board of Appeals
a. No items at this time

3. Potential legislation – Regulation of CBD products containing THC

4. Director's Report

COMMUNITY COMMITTEE MINUTES
Tuesday, December 2, 2025, 6:30 p.m.
City Council Chambers at City Hall
10025 Bunkum Road
Fairview Heights, IL 62208
Also, Audio & Video Teleconference

Committee Members in attendance – Frank Menn, *Brenda Wagner, Jeff Harris, Anthony LaFlore, Mayor Mark Kupsky, Ex-officio Video/teleconference: Derrick King*

Committee Members absent – none

Other Alderpersons and Elected Officials in attendance – Pat Peck, Bill Polletti, Jim Winkeler
Video/teleconference: Barb Brumfield

Others in attendance – *Present:* Parks and Recreation Director Angela Beaton, Land Use & Economic Development Director Dallas Alley, City Attorney Andrew Hoerner. Economic Development Coordinator Ryan Jenkins, IT User Systems & Support Manager Zach Bartley
City Clerk Karen Kaufhold

Public Participation *No public participation*

Approval of October 22, 2025 minutes

A motion was made by Alderperson Anthony LaFlore and seconded by Alderperson Frank Menn to approve the October 22, 2025 minutes. Roll call vote: Alderpersons Anthony LaFlore, Brenda Wagner, Derrick King, Jeff Harris, Frank Menn voted yes. Motion carried on 5 yeas.

Parks & Recreation

Alderman Anthony LaFlore, Chairman

Parks and Recreation Director's Report

Director Angela Beaton presented the Director's Report, Facilities Usage Report and the Membership Usage Report to Committee for review. There were no questions.

Archaeological Reconnaissance Survey at Pleasant Ridge Park

A motion was made by Alderperson Frank Menn and seconded by Alderperson Jeff Harris to forward to City Council with a recommendation of approval for the Archaeological Reconnaissance Survey at Pleasant Ridge Park. Roll call vote: Alderpersons Anthony LaFlore, Brenda Wagner, Derrick King, Frank Menn and Jeff Harris voted yes. Motion carried with 5 yeas.

Value Engineering of Services with Farnsworth Group, Inc.

A motion was made by Alderperson Brenda Wagner and seconded by Alderperson Frank Menn to forward to City Council with a recommendation of approval for the Value Engineering of Services with Farnsworth Group, Inc.

Roll call vote: Alderpersons Anthony LaFlore, Brenda Wagner, Derrick King, Frank Menn and Jeff Harris voted yes. Motion carried with 5 yeas.

Development

Alderman Brenda Wagner, Chairman

Economic Development Director's Report

Land Use and Economic Development Director Dallas Alley presented the Director's Report to Committee for review. There were no questions.

Proposal for Phase II Environmental Subsurface Site Investigation

A motion was made by Alderperson Frank Menn and seconded by Alderperson Jeff Harris to forward the proposal to Council for approval the Proposal for Phase II Environmental Subsurface Site Investigation.

Roll call vote: Alderpersons Frank Menn, Anthony LaFlore, Brenda Wagner, Derrick King, and Jeff Harris voted yes. Motion carried with 5 yeas.

Planning

Alderman Frank Menn, Chairman

Planning Director's Report

Land Use and Economic Development Director Dallas Alley presented the Director's Report to Committee for review. There were no questions.

Adoption of Lincoln Trail Great Streets Plan

A motion was made by Alderperson Anthony LaFlore and seconded by Alderperson Derrick King to forward the proposal to Council for approval the Lincoln Trail Great Streets Plan.

Roll call vote: Alderpersons Frank Menn, Anthony LaFlore, Brenda Wagner, and Derrick King. Jeff Harris voted present. Motion carried with 4 yeas and 1 present.

Planning Commission Cases

No cases at this time

Zoning Board of Appeals

No cases at this time

Motion to adjourn by Alderpersons Anthony LaFlore and seconded by Derrick King. Meeting adjourned at 7:13p.m.

Submitted By:

Wendi Gorney



Parks and Recreation Director's Report

Director's Report

The following is a synopsis of the Parks and Recreation Department:

Overall, November was focused on preparation, maintenance, and continued development of on-going long-term projects. The department remains committed to providing high-quality recreational services, maintaining our parks and facilities, and planning for strategic growth to serve the residents of Fairview Heights.

Parks and Recreation Department: New magazines have arrived, if you have not received the new magazine, stop by The REC to pick up a copy. You can also visit our website at www.parksandrecfh.com to stay up to date on all our winter programs.

FACILITY USAGE REPORT: The current monthly facility report is attached to this Director's Report.

PARKS: Staff continues planning discussions and coordination for the upcoming Pleasant Ridge Park renovation project, including resource assessment and community impact considerations.

It was brought to our attention that a portion of the proposed project area at Pleasant Ridge Park is within a zone adjacent to Little Canteen Creek with a high probability of containing significant archaeological resources. Intact subsurface deposits were reported salvaged within a 1974 Pleasant Ridge Road project. City Council approved Farnsworth Corp. to proceed with the required survey of the property that is schedule to take place at the beginning of January. Once we have the results of the testing we will be advised as to how we can proceed with the projected development in that area of the park. The team may be modifying the development plans to adapt to the findings of the archaeological report.

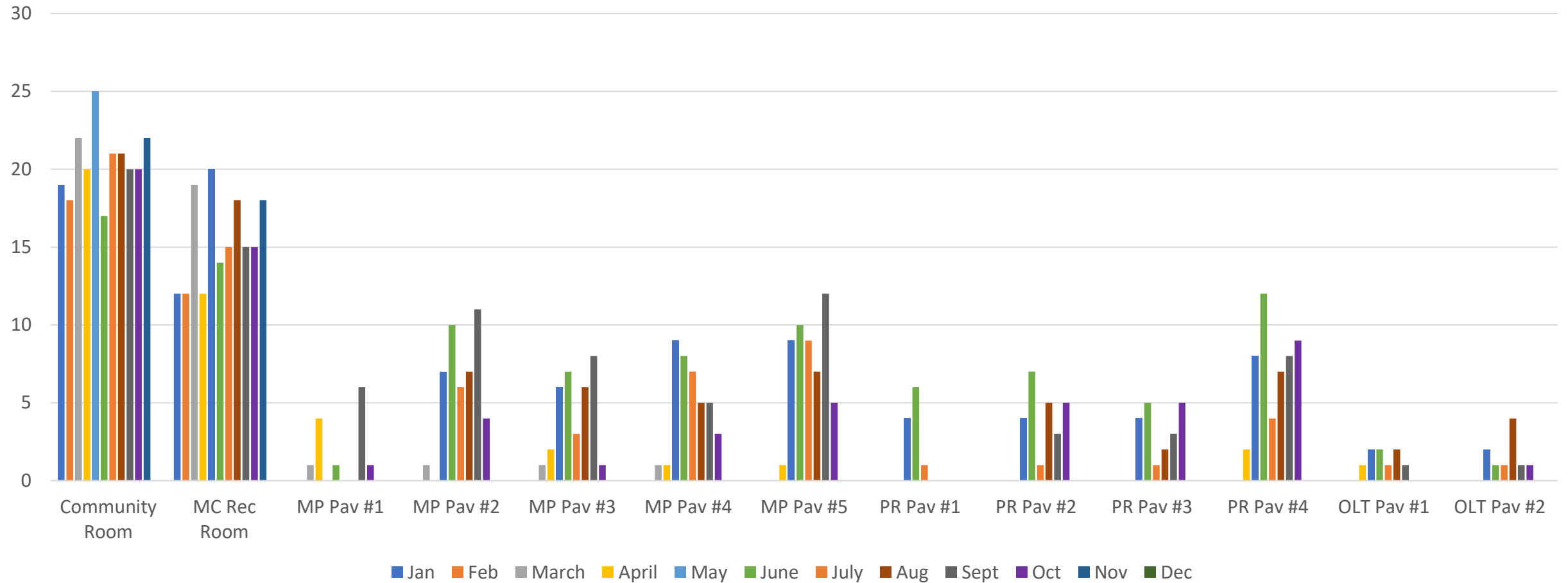
THE REC: The daily check-in report for members and daily passes can be found attached to the report.

Elevator Outage: The elevator at The REC currently remains out of service. Staff has been in daily contact with the repair company to expedite the necessary parts and repairs. Updates will be provided to the public as information becomes available. **Update as of December 11, 2025:** Repairs to the elevator have been made but the elevator is inoperable until the State of Illinois completes the inspection, which is scheduled for Monday, December 15, 2025.

Agenda Items:

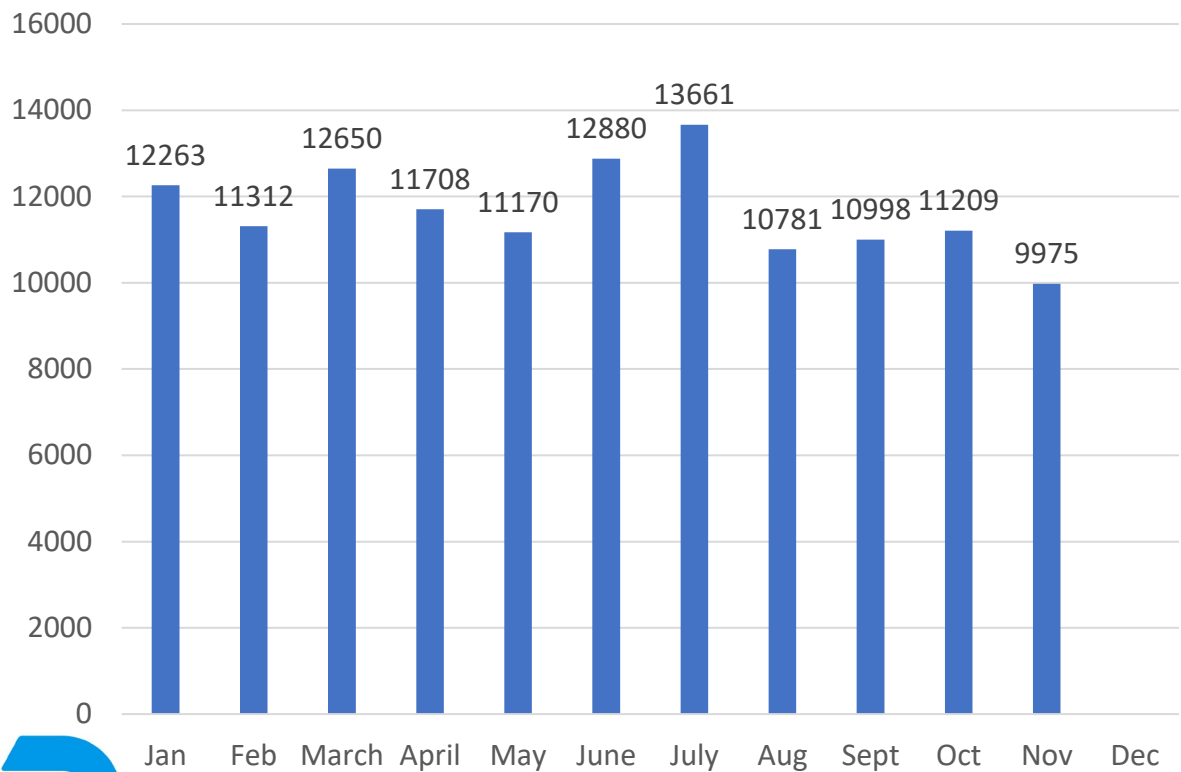
- 1) **Director's Report:** Review and discuss items in the Director's Report

Facility Reservations

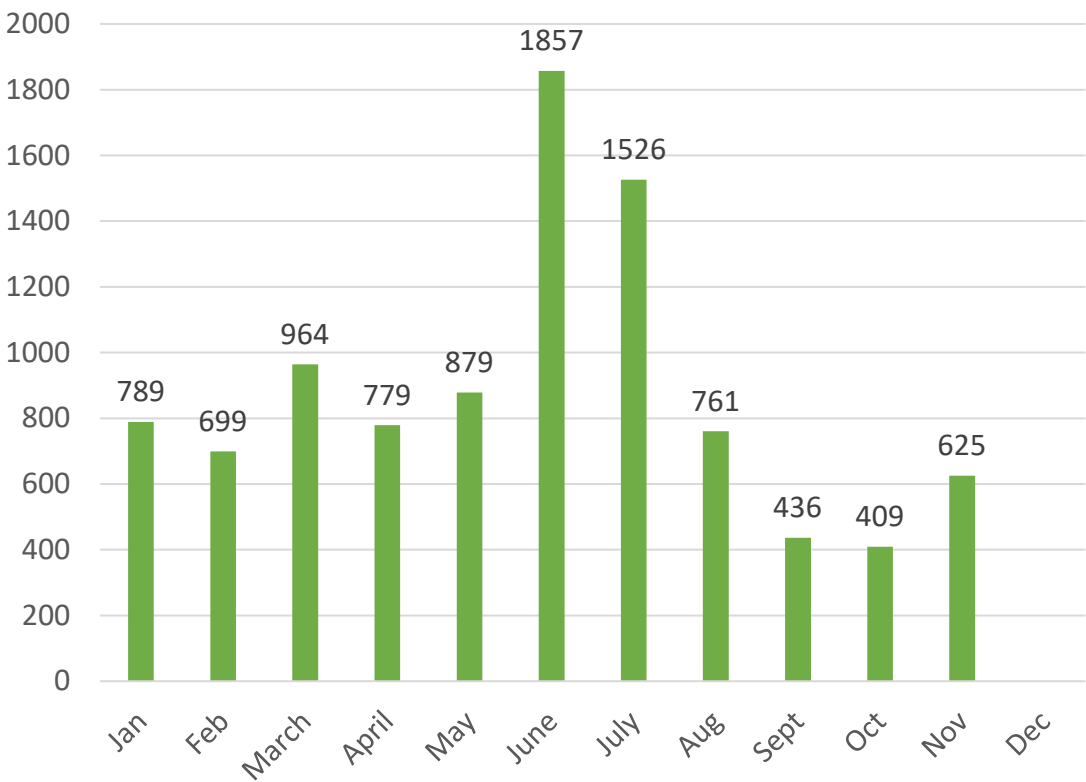


The REC Membership Update

Membership Check-Ins Per Month

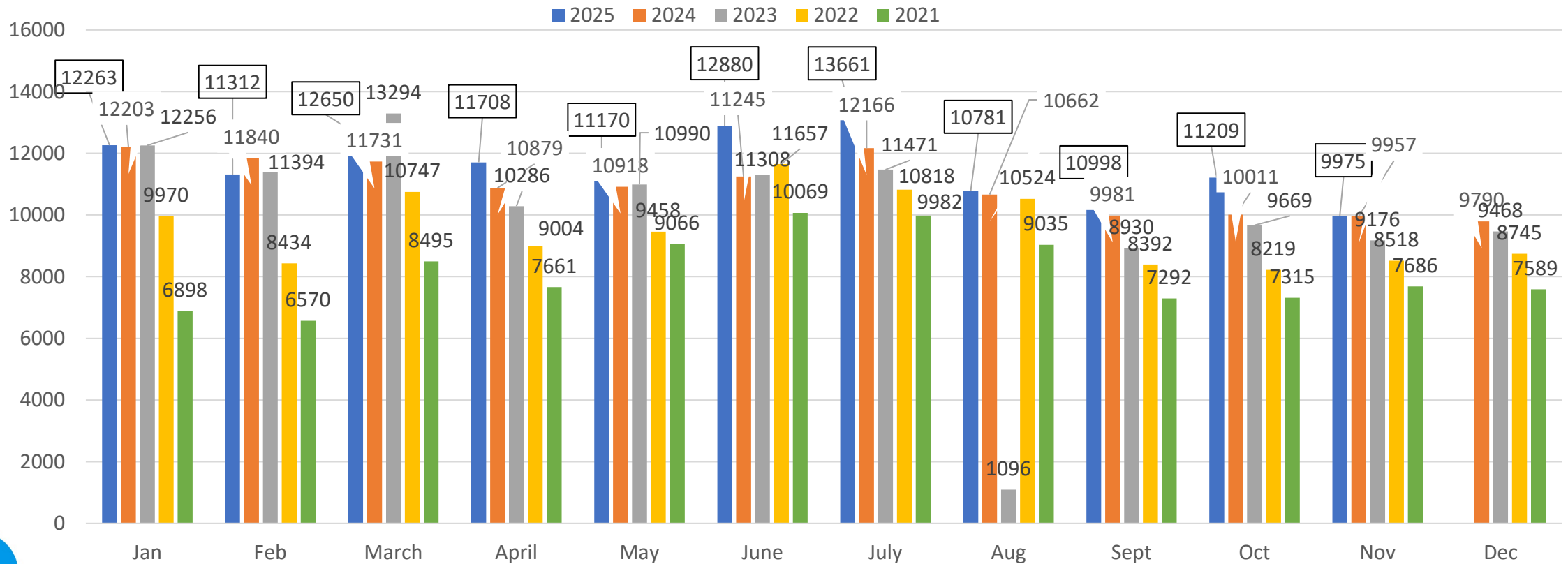


Guest Passes Per Month



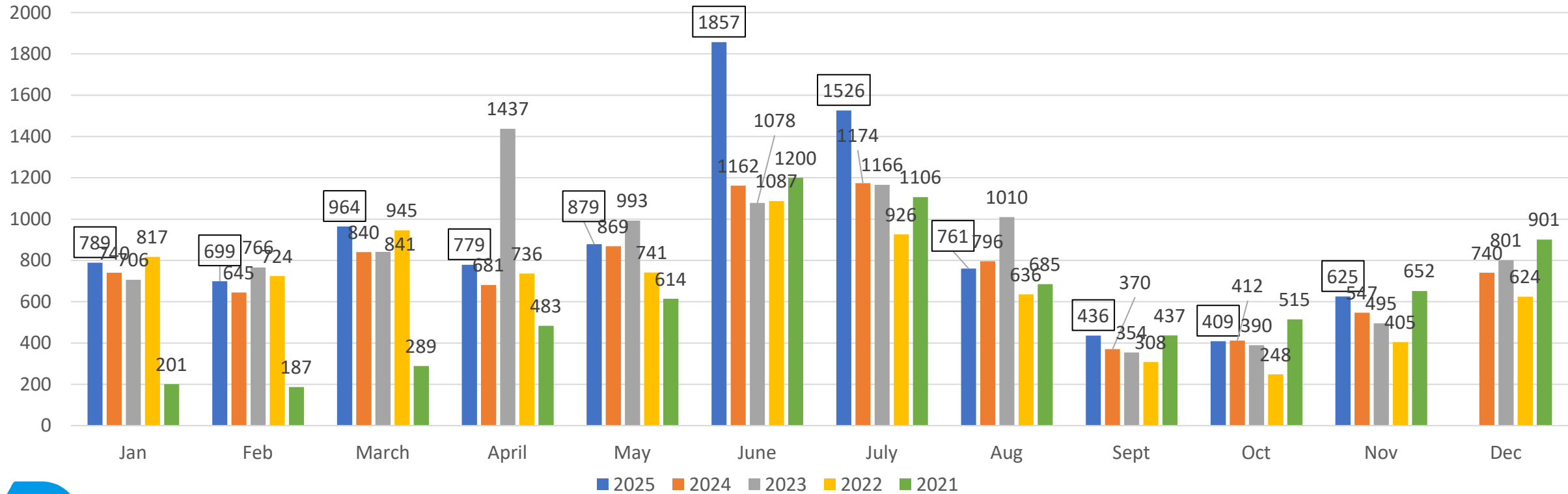
The REC Membership Update Yearly Comparison

Membership Check-Ins Per Month



The REC Membership Update Yearly Comparison

Guest Passes Per Month



PROPOSED RESOLUTION NO. xx-'25

**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



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT

INTEROFFICE MEMORANDUM

To: Fairview Heights City Council
From: Dallas Alley, Land Use and Economic Development Director
Subject: Monthly Director's Report (Economic Development) – December 2025
Date: December 11th, 2025

Major Department Activities

Ribbon Cuttings & Special Events

- Dutch Bros, 6208 N IL St. – Ribbon Cutting December 15th
- Santa Parade – November 19th
- Tree Lighting Coloring Contest – concludes December 19th
- Residential Holiday Light Display – concludes December 19th
- Holiday Passport – concludes December 22nd

Commercial Properties in Transition

- Plaza Dr – Home Outlet – Letter of Intent and Business Assistance Application
- 6118 N Illinois St – Club Car Wash – Ribbon Cutting January 8th at 11:00am
- 4628 N Illinois St – Joe's Pizza & Pasta – Expansion in progress; anticipated completion in January/February
- 522 Lincoln Highway – Top Notch Customz – coming soon, occupancy inspections in progress
- 10900 Lincoln Trail – All About Eyes – opened and Ribbon Cutting planned w/ Chamber in the New Year, plaza will be fully occupied again
- 6900 N Illinois St. – Gulf Shores – Letter of Intent
- (Olga's Kitchen) 134 St. Clair Square – Takozz – opening soon
- 6308 N IL St. – 7 Brew – permits expected Feb 2026
- 10845 Lincoln Trl. – Party City – COP Inspection pending for a high-end furniture consignment store

Marketing

- Successfully coordinated the Santa Parade held in St. Clair Square, increasing previous years' attendees.
- Concluded the Department-led "12 Days of Small Businesses" promotional campaign with high levels of engagement from Facebook users; receiving 270 likes, 50 comments, and 30 shares on a **single post alone**.

- Completed the Snow Globe Selfie Competition, with several businesses reserving one of our inflatable snow globes.
- Launched an inaugural Residential Light Display Competition, marking the end to the holiday campaign efforts.
- Ryan accompanied Mayor Kupsy in the Chamber of Commerce Holiday Party.
- Ryan will be featured in an STLPR article discussing his experience with the labor market as a post-graduate.
- Ryan continues to stay highly engaged with the Department's social media presence, sharing updates and events as deemed necessary to a wide audience of our community.
- Ryan is developing a Department Newsletter that targets business owners of Fairview Heights.

Business Recruitment, Retention & Incentives

- Ryan held a meeting w/ James Dearing to discuss the Lincoln Trail Streetscape vision as well as Champions for Lincoln Trail.
- Ryan held a meeting with Erik Hall from Illinois Main Street to discuss Champions for Lincoln Trail.
- Ryan met Wendy Pfeil and Thomas Miller from SIMPAC to establish a strong working relationship.
- Workshop event with Confluence team and community members to discuss how the implementation of the Lincoln Trail Streetscape project will follow.
- Meeting w/ Justin Eilermann from Musick Construction to discuss development opportunities in the City.
- Dallas met with the DMC team regarding future retail development
- Dallas met with Rick Spector regarding market trends
- Meeting w/ all taxing bodies for the TIF Review Board.
- Meeting w/ PGAV consultants to revise the City's Façade Grant Program, as well as applications for entering an enterprise zone and business district.
- Dallas and Ryan met w/ Rick Stubblefield to discuss grant strategies for 2026.
- Meeting w/ Derek Sherman and Tracey Glenn from DCEO to discuss grant opportunities for 2026.

Please let me know if there are questions or concerns.

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 within 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.*

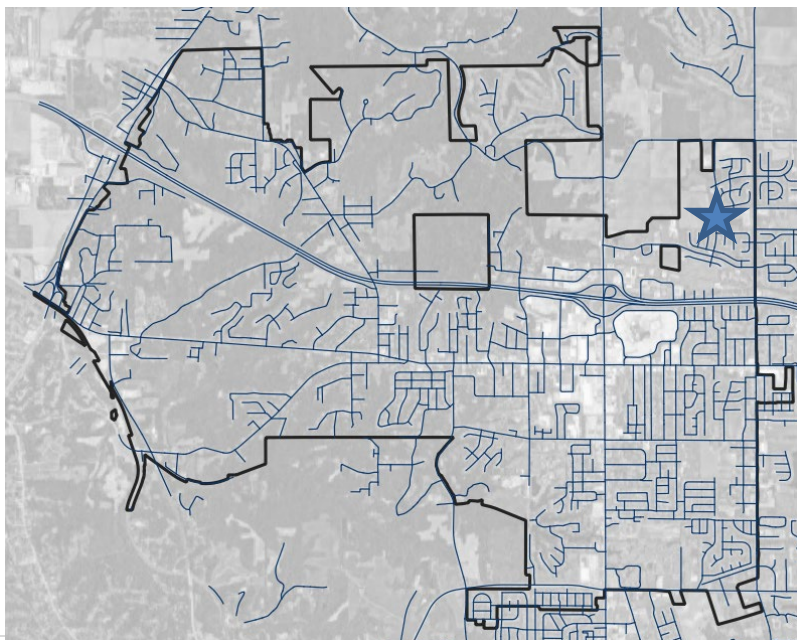
APPLICANT NAME: Steve Macaluso- Halloran Construction LLC

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.

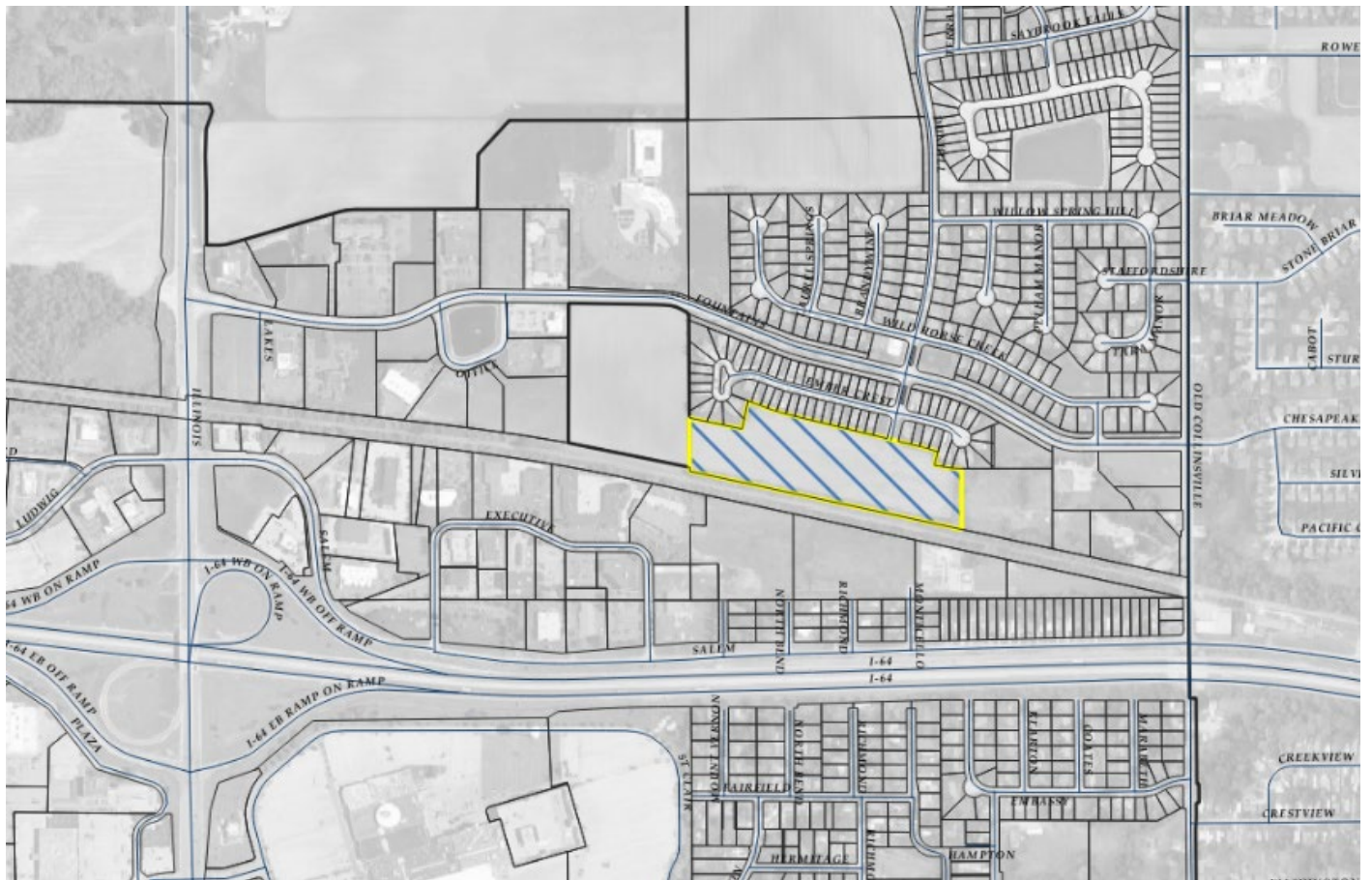
This application contemplates the infrastructure for Phase II of the Geneva Village section of the Fountains Place subdivision.

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

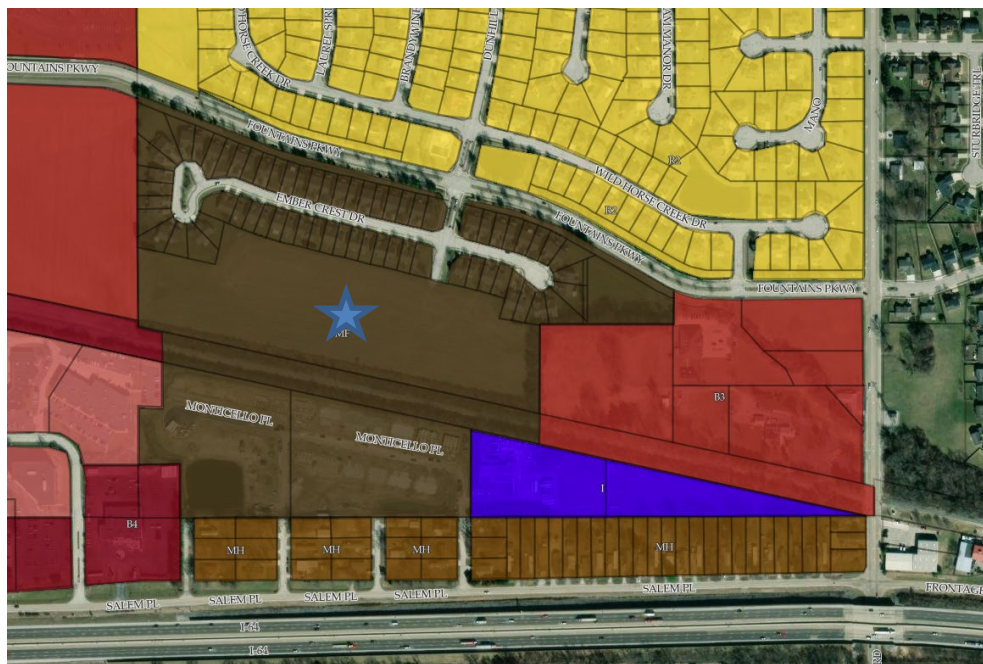
The zoning and land uses of adjoining and surrounding properties are as follows:

North: MR – Multi-Family Residential;

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

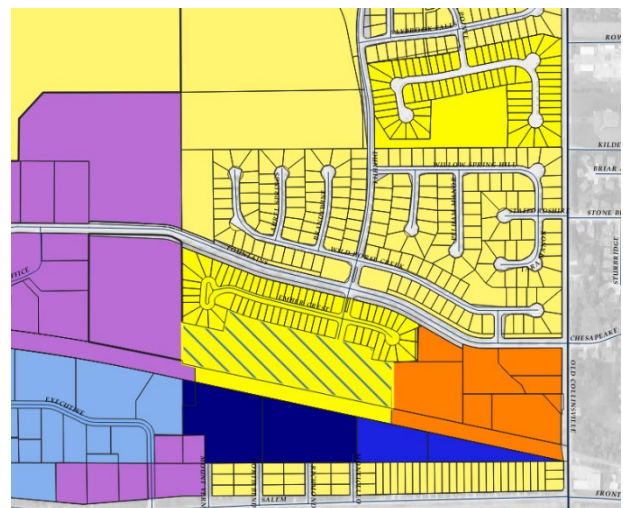
West: A – Agricultural (Unincorporated St. Clair County);

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.

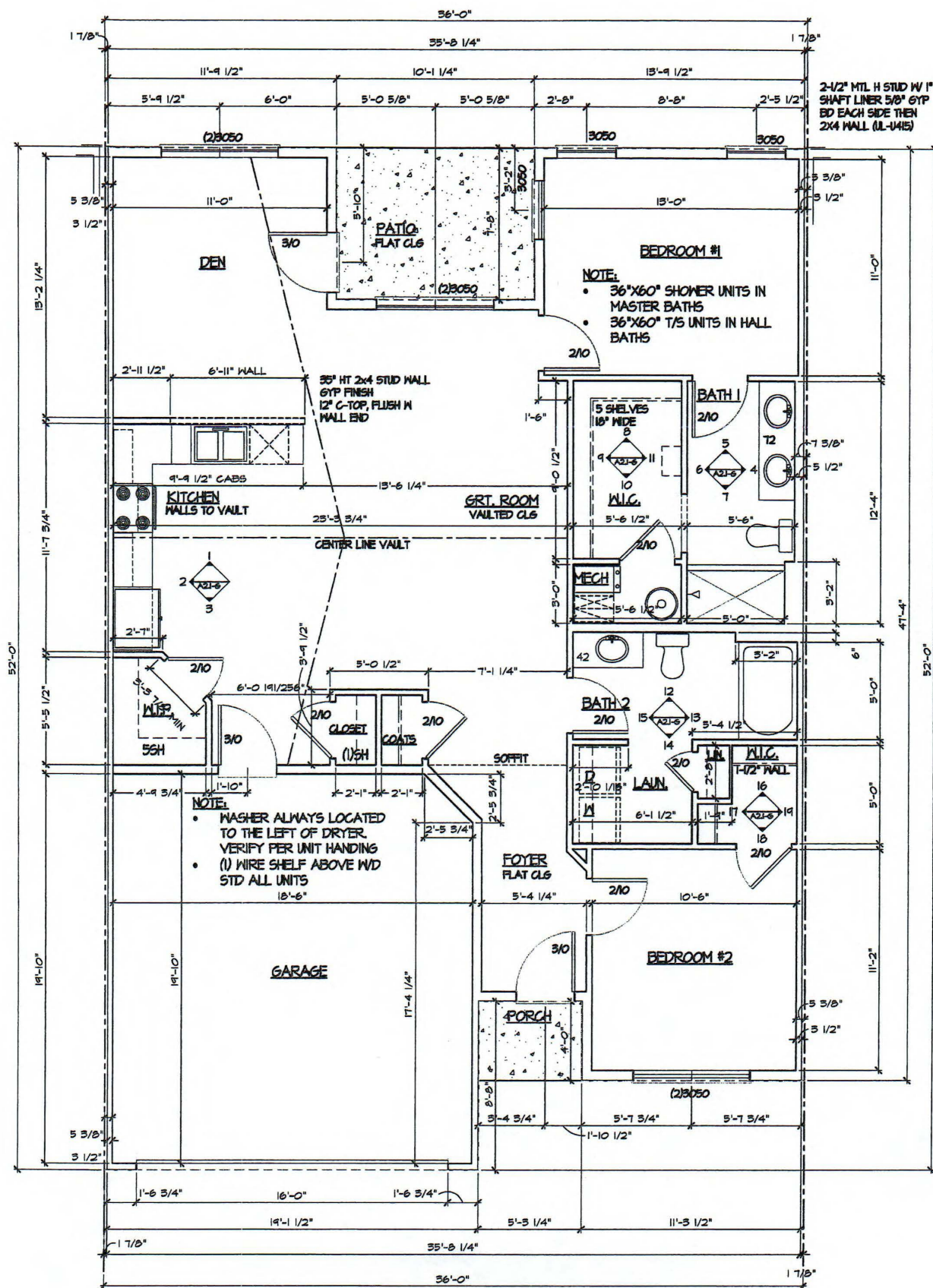


Site Photograph



Elevation Floorplan





Landscape Buffer

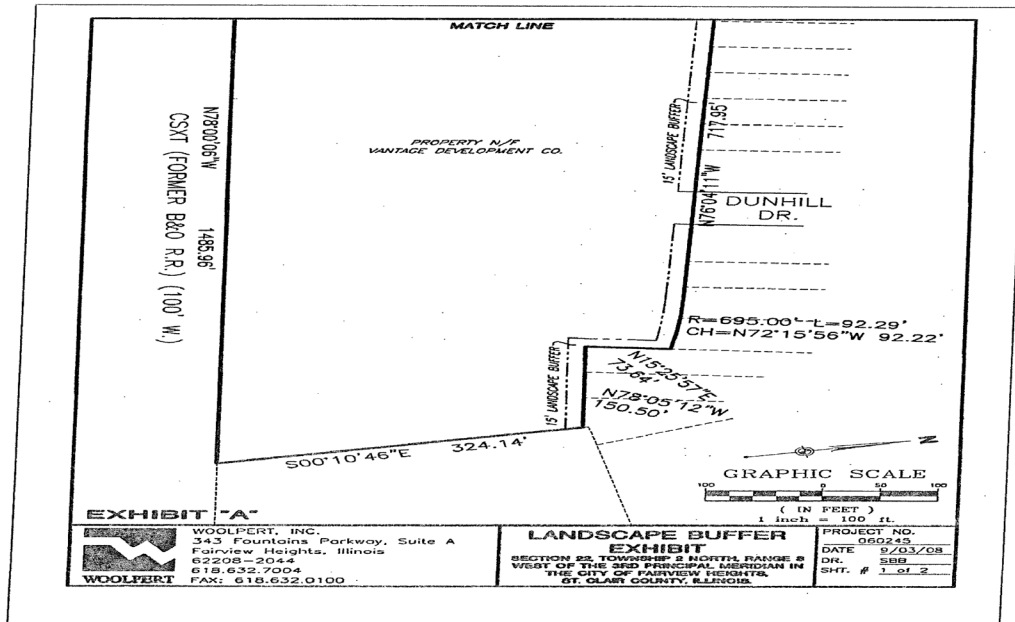
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EXHIBIT B

1 of 2

Buffer Area



35662.1

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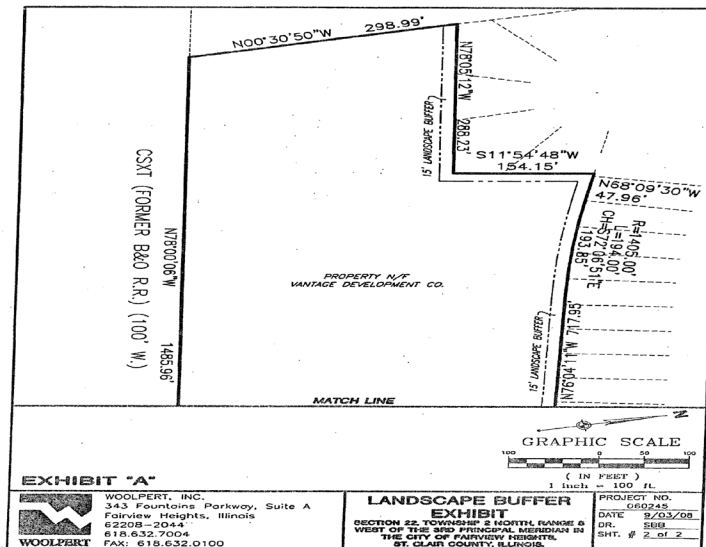
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EXHIBIT B

2 of 2

Buffer Area



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



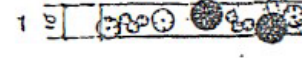
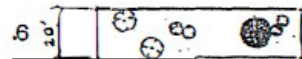
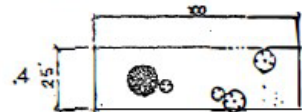
30 Shrubs



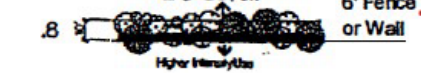
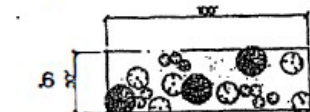
15 Evergreens/Conifers



Plant Unit
Multiplier

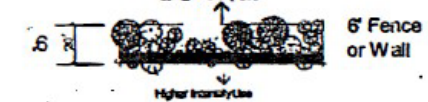
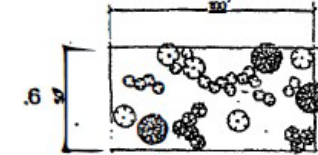


Plant Unit
Multiplier



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

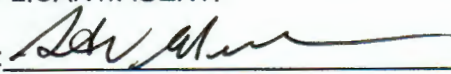
Applicant/agent: Same as above
Relationship to owner: _____
Mailing Address: _____
Phone: _____
E-Mail: _____

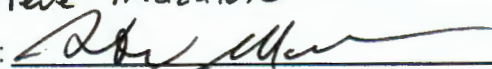
AUTHORIZATION

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.

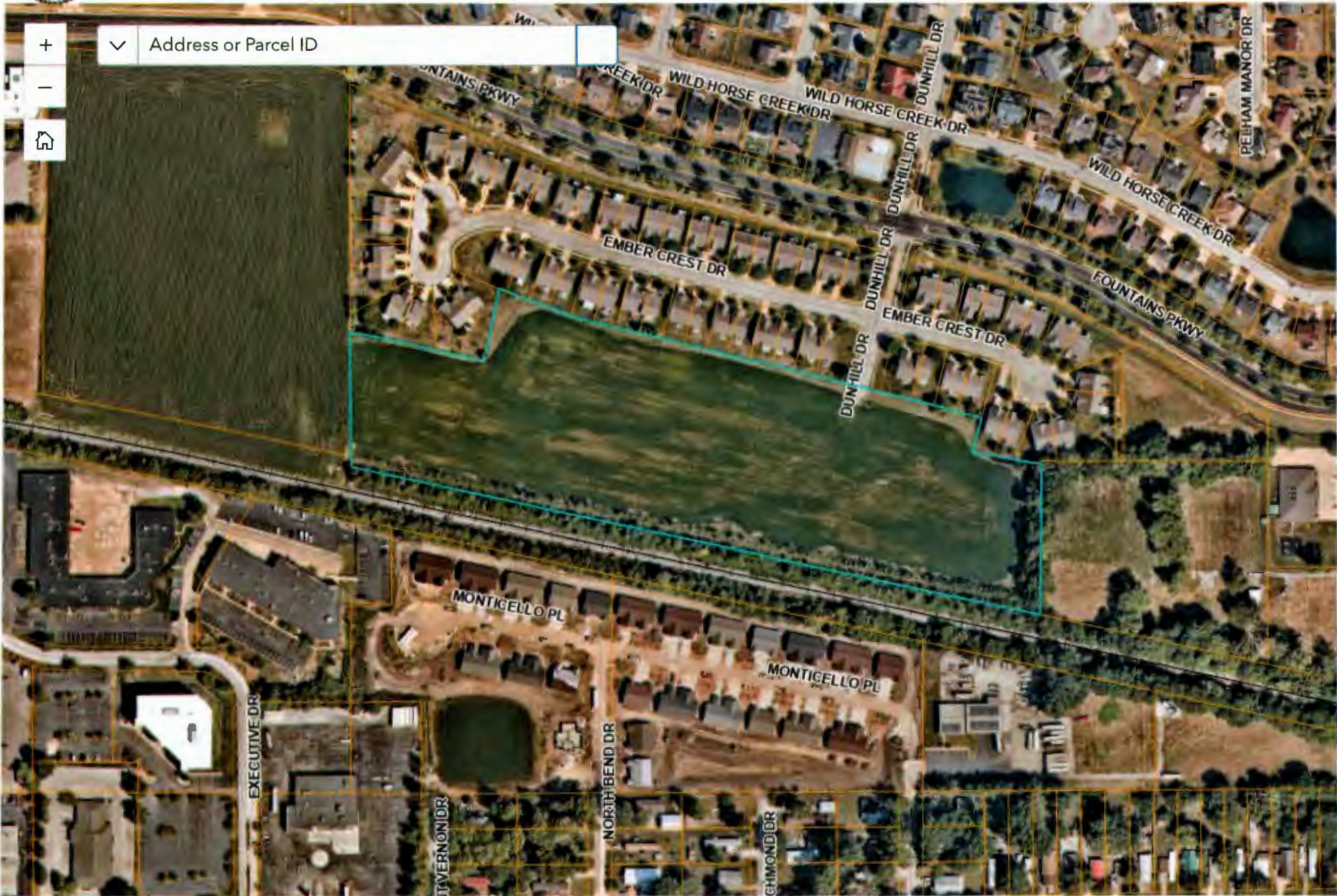
(S) Whenever a large tract is intended to be developed in stages, and only a part of that tract is to be submitted for final plat approval, a preliminary plat for subdivision of the entire tract shall be submitted.

(T) Additional requirements include:

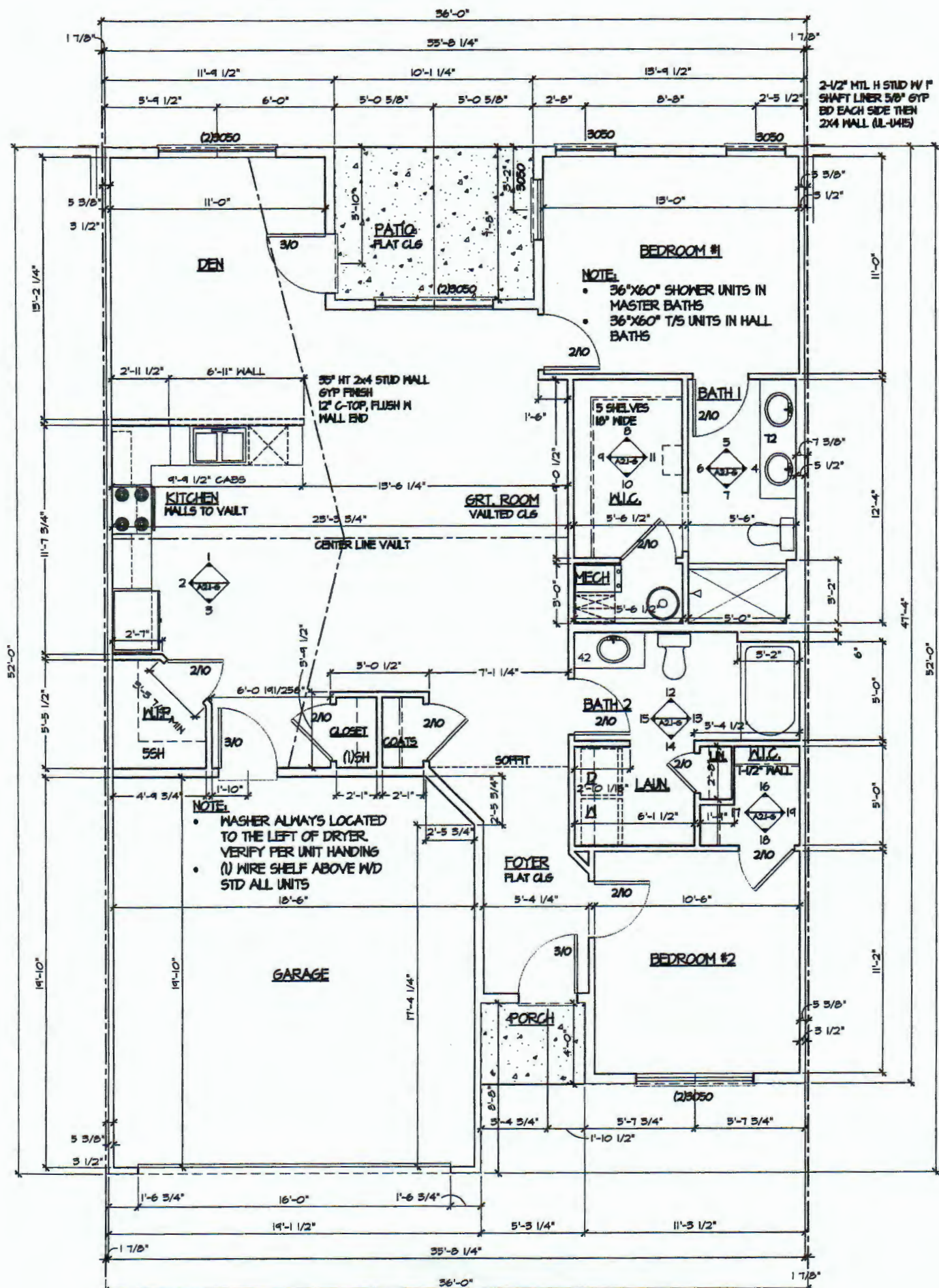
- (1) general description of the location and size of the tract to be platted;
- (2) the intent as to character type and use of the property and structures to be developed;
- (3) the deed restrictions proposed, if any;
- (4) a statement of mineral rights;
- (5) the extent and character of the improvements 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







PRELIMINARY PLAT, JANUARY 2025

ABERDEEN VILLAS

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" on GENEVA VILLAGE at FOUNTAINS PLACE VILLAS as recorded in Plat Book 106, page 28 of the St. Clair County records.

ENGINEER / SURVEYOR

NETEMEYER ENGINEERING ASSOCIATES, INC.
101 SOUTH PAGE STREET
AVISTON, ILLINOIS 62216
PH: 618-228-7816

OWNER / DEVELOPER

GREEN MOUNT ROAD LLC.
c/o STEVE MACALUSO
774 SUNSET BLVD.
O'FALLON, ILLINOIS 62269
PH: 618-632-2500

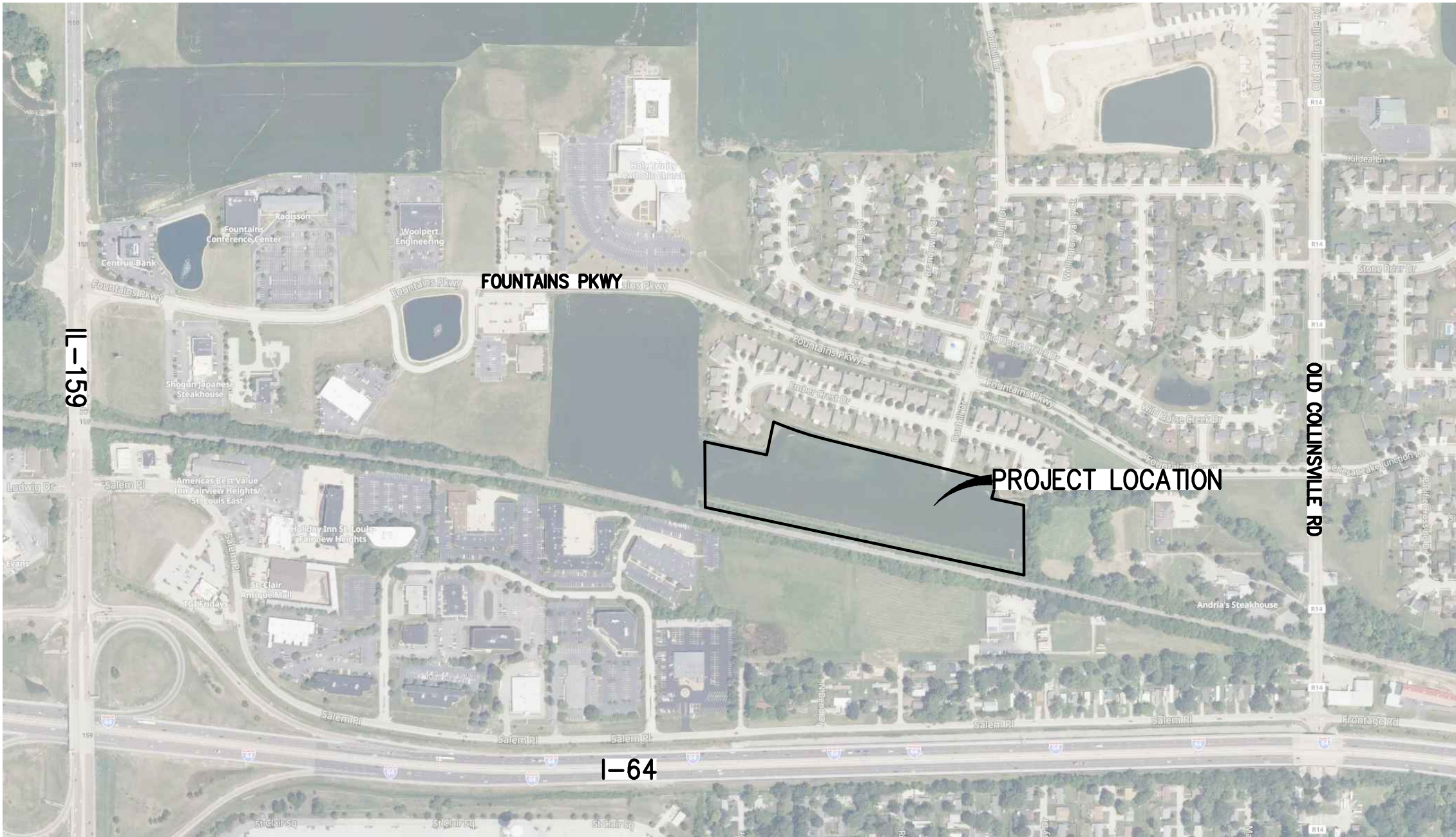
DEVELOPMENT INFORMATION

CURRENT ZONING: CITY OF FAIRVIEW HEIGHTS
M-2 (MULTI-FAMILY RESIDENCE DISTRICT)

GROSS AREA: ±12.9 ac
ROW: ±1.9 ac
LOT: ±11.0ac

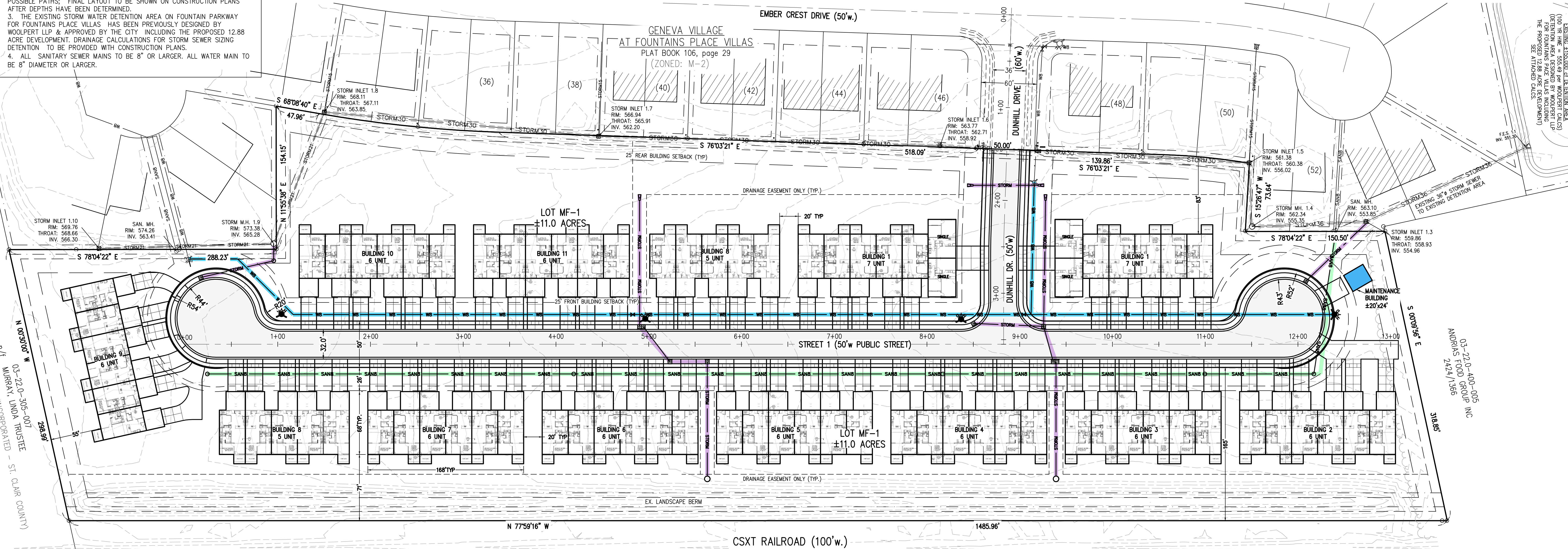
DENSITY CALCULATIONS:
ALLOWABLE DENSITY (per section 14-2-16.8):
1 UNIT PER 4,350 sqf LOT AREA = 110 units

TOTAL PROPOSED UNITS: 78 UNITS
2 7 UNIT BUILDING
9 6 UNIT BUILDINGS
2 5 UNIT BUILDING

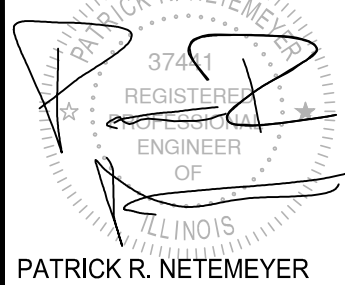


LOCATION SKETCH

NOTES:
1. THE BUILDING PLANS AND LAYOUT SHOWN WITHIN LOT MF1 ARE PRELIMINARY ONLY AND SUBJECT TO REVISION
FINAL PLANS & LAYOUT FOR EACH BUILDING SHALL BE SUBMITTED TO CITY FOR APPROVAL WITH BUILDING PERMIT
THE MAXIMUM PERMITTED UNITS ON PROPOSED LOT MF1 SHALL BE 76 AS SHOWN HEREON.
BUILDING PLANS TO MEET M-2 ZONING REQUIREMENTS.
2. SANITARY SEWER, STORM SEWER AND WATER MAIN LAYOUT SHOWN ARE POSSIBLE PATHS; FINAL LAYOUT TO BE SHOWN ON CONSTRUCTION PLANS AFTER DEPTHS HAVE BEEN DETERMINED.
3. THE EXISTING STORM WATER DETENTION AREA ON FOUNTAIN PARKWAY FOR FOUNTAINS PLACE VILLAS HAS BEEN PREVIOUSLY DESIGNED BY WOOLPERT LLP & APPROVED BY THE CITY INCLUDING THE PROPOSED 12.88 ACRE DEVELOPMENT. DRAINAGE CALCULATIONS FOR STORM SEWER SIZING DETENTION TO BE PROVIDED WITH CONSTRUCTION PLANS.
4. ALL SANITARY SEWER MAINS TO BE 8" OR LARGER. ALL WATER MAIN TO BE 8" DIAMETER OR LARGER.



IRPE 062-037441
EXP. DATE: 11/30/2025



PRELIMINARY PLAT
SCALE: 1" = 50'

PROJ #	DESIGNED	—	SRN	REVISION	DATE	REMARKS
20080246	DRAWN	—	SRN			
	CHECKED	—	PRN			
	DATE	—	01/20/25			

ENGINEER / SURVEYOR:

**NETEMEYER ENGINEERING
ASSOCIATES, INC.**

101 S. Page St. ph: 618-228-7816
Aviston, IL 62216-1018 fax: 618-228-7900
ILL. PROF. DESIGN FIRM (LS/PE/SE) 184-001027

GREENMOUNT ROAD LLC
c/o STEVE MACALUSO
ph. 618-632-2500

ABERDEEN VILLAS
FAIRVIEW HEIGHTS, ILLINOIS

PRELIMINARY PLAT

PR1.1

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
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.

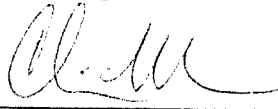
OCT. 07. 2008

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

"GRANTOR"

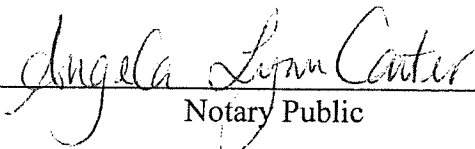
Vantage Development Co.,
a Missouri corporation

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.]

OCT. 07. 2008

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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.]

OCT 07 2008

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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.

OCT. 07. 2008

1140

EXHIBIT B

1 of 2

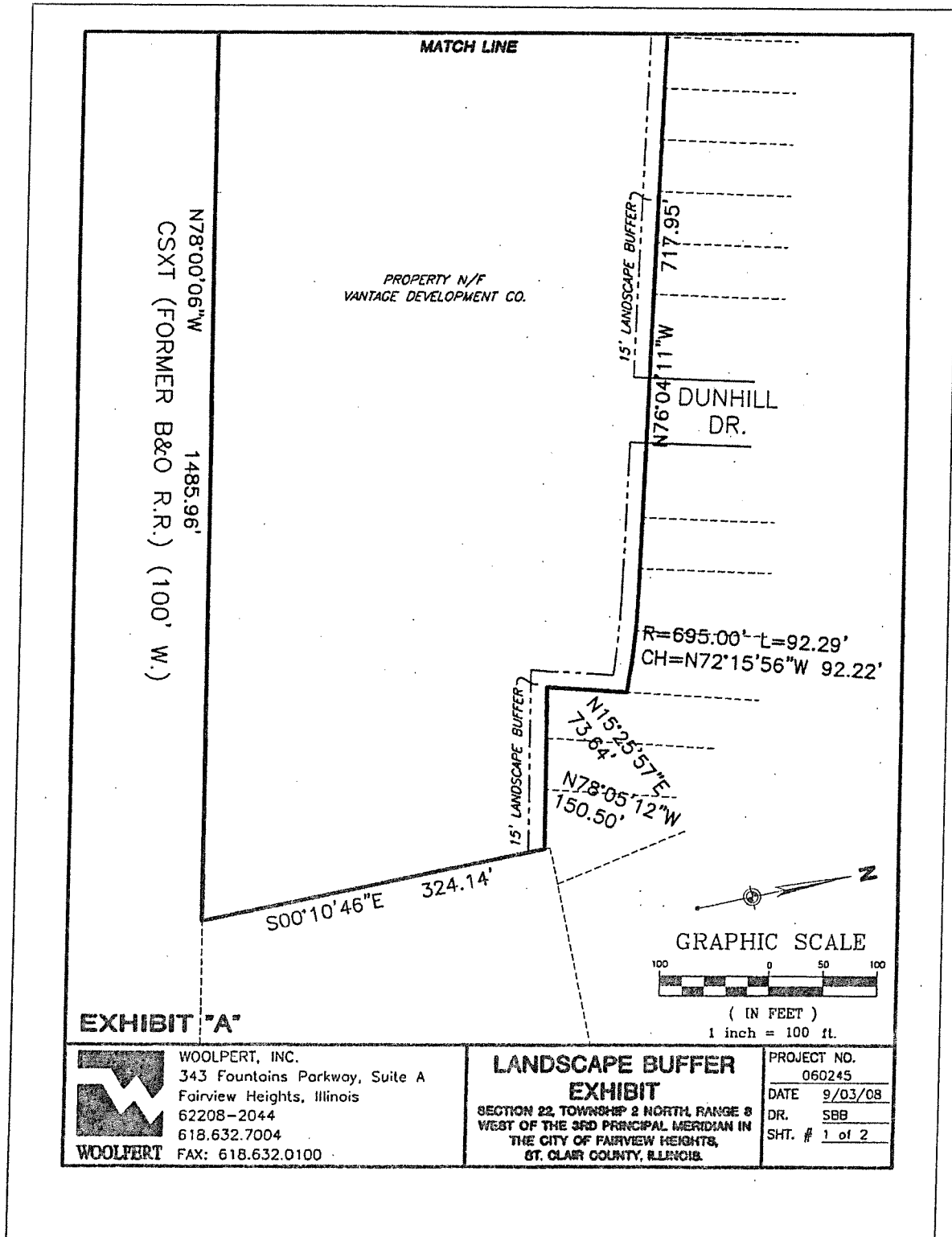
Buffer Area

EXHIBIT B

2 of 2

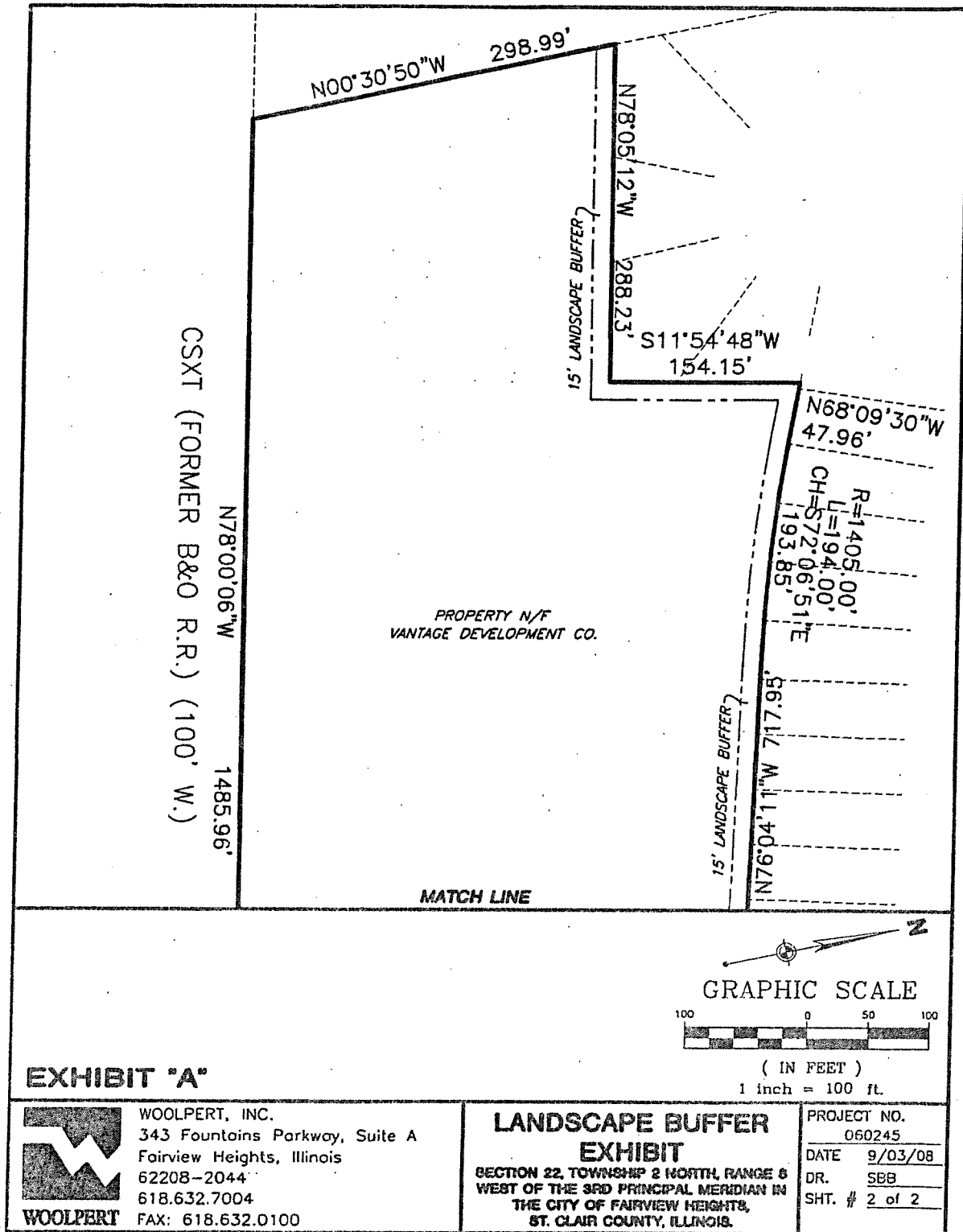
Buffer Area

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								
Utility		B	B		B	N	B							N	
Special Residential		A	A		A	A	N							A	A
Recreation/Open Spaces														A	A
Office		B	A		A	A	A							A	A
Commercial		B	A		A	A	A							A	A
General Commercial															
Heavy Commercial		B	A		A	A	A							A	A
Industry		C	C		C	A	C							N	B
Light Industry															
Heavy Industry		C	C		C	B	C							N	N
		C	C		C	C	C							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.

8

OCT 07 2008

1166

A02128065

STATE OF ILLINOIS
CLERK OF COURTS
JANUARY 1, 2009

08 OCT -7 PM 2:41

Mark T. Halloran

RECORDER

BENCHMARK TITLE COMPANY, LLC
1124 HARTMAN LANE
SHILOH, IL 62221
C 808059

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

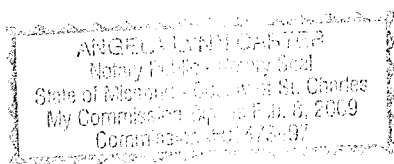
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

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

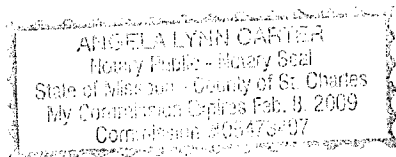
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On this 3rd day of October, 2008, before me appeared Josh Eagle, to me personally known, who, being by me duly sworn, did say that he is a Director of Geneva Village at Fountain Place Villas Homeowners' Association, an Illinois nonprofit corporation, 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:



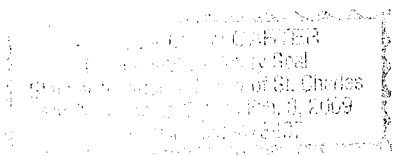
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

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:



OCT. 07 2008

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GRANTEE:

GREENMOUNT ROAD, LLC,
an Illinois limited liability company

By: Mark Halloran
Mark Halloran, Duly Authorized

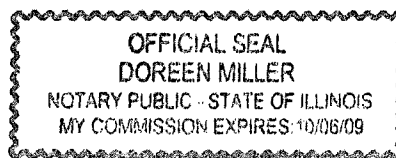
STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

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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October 2, 2008
Page 2

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.

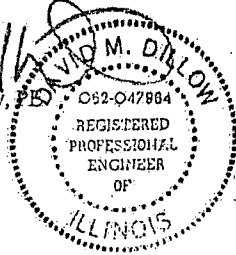
If the Future Development is constructed with a housing product having a higher impervious area and higher weighted C value than a Villa product, then additional detention volume will need to be provided. The amount of additional detention needed will be a function of the proposed condition time of concentration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



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT

INTEROFFICE MEMORANDUM

To: Fairview Heights City Council
From: Dallas Alley, Land Use and Economic Development Director
Subject: Monthly Director's Report (Land Use) – October 2025
Date: November 14, 2025

Major Department Activities.

Planning and Zoning

- The Planning Commission considered one case in November:
 - PC 17-25 – Lincoln Trail Great Streets Plan
- The Zoning Board of Appeals did not meet in November.

Plan Review

- Commercial Plan Review in the pre-permitting phase
 - 6308 N Illinois Street (7 Brew) – New Construction – Ward 4
 - 281 St. Clair Square (Mango Thai) – Remodel – Ward 4 **PERMIT ISSUED**
 - 5114 N Illinois Street (Auto Spa Express) – Addition – Ward 5 **PERMIT ISSUED**

Action Items

- **Planning Commission Case PC 18-25**

Planning Commission held the necessary public meeting to discuss the preliminary plat for Aberdeen Village (Geneva Village Phase II), the Commission voted nine (9) in favor, zero (0) against and one (1) absent to recommend approval of the application. **Recommendation that the Planning Commission forward to City Council with the recommendation of approval to the City Council.**

Please let me know if there are questions or concerns.

Enc –

- Monthly Project Report – November 2025
- Monthly Inspection Report -November 2025



Monthly Building Permit Report

This report summarizes activity by permit type.

Activity Date from Activity Summary feed: 11/01/2025 - 11/30/2025

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/03/2025	566	363	25-001116	Occupancy Inspection (R)	10025 Bunkum Road	\$ 0	0
11/03/2025	0	306	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/03/2025	113	0	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/03/2025	0	0	24-000047	Mechanical Permit (C)	10785 Lincoln Trl	\$ 100.00	1
11/03/2025	0	0	24-000125	Temporary Sign Permit (C)	620 Lincoln Hwy	\$ 25.00	2
11/03/2025	0	0	25-001725	Electrical Permit (R)	417 Winchester Pl	\$ 50.00	1
11/03/2025	13	0	23-008161	Mechanical Permit (R)	6117 Old Collinsville Rd	\$ 50.00	0
11/03/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/04/2025	0	0	25-001725	Electrical Permit (R)	417 Winchester Pl	\$ 50.00	1
11/04/2025	121	242	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/04/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/04/2025	2448	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/04/2025	0	0	24-000125	Temporary Sign Permit (C)	620 Lincoln Hwy	\$ 25.00	2
11/04/2025	0	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/05/2025	146	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/05/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/05/2025	0	232	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/06/2025	445	121	25-001116	Occupancy Inspection (R)	10025 Bunkum Road	\$ 0	0
11/06/2025	0	0	24-000125	Temporary Sign Permit (C)	620 Lincoln Hwy	\$ 25.00	2
11/06/2025	326	0	24-001539	Electrical Permit (R)	5216 Bonita Dr	\$ 50.00	1
11/06/2025	24	0	24-000390	Building Permit (C) - MyGov Test	150 Ludwig Dr	\$ 450.00	0
11/06/2025	0	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/06/2025	5202	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/06/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/07/2025	141	0	24-001539	Electrical Permit (R)	5216 Bonita Dr	\$ 50.00	1
11/07/2025	484	121	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/07/2025	0	226	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/07/2025	219	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/07/2025	1224	918	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/07/2025	268	0	24-001092	Solar Permit (R)	136 Union Hill Rd	\$ 206.04	0
11/07/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/07/2025	0	0	24-000047	Mechanical Permit (C)	10785 Lincoln Trl	\$ 100.00	1

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/10/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/10/2025	237	0	23-008278	DICK'S WAREHOUSE SALE - WALL SIGN	81 Ludwig Dr	\$ 93.25	1
11/10/2025	113	452	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/10/2025	819	121	25-000704	Occupancy Inspection (R)	2S Sapphire Ln	\$ 50.00	0
11/10/2025	0	116	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/12/2025	612	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/12/2025	141	0	24-001539	Electrical Permit (R)	5216 Bonita Dr	\$ 50.00	1
11/12/2025	0	0	23-008130	Demolition Permit (R)	115 Palm Dr	\$ 75.00	1
11/12/2025	0	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/12/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/12/2025	113	0	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/12/2025	0	121	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/13/2025	0	0	25-001904	Building Permit (C)	134 St Clair Sq	\$ 100.00	1
11/13/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/13/2025	0	116	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/13/2025	0	0	24-000047	Mechanical Permit (C)	10785 Lincoln Trl	\$ 100.00	1
11/13/2025	1132	484	25-001116	Occupancy Inspection (R)	10025 Bunkum Road	\$ 0	0

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/13/2025	1224	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/14/2025	0	134	24-001092	Solar Permit (R)	136 Union Hill Rd	\$ 206.04	0
11/14/2025	0	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/14/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/14/2025	22	0	25-001725	Electrical Permit (R)	417 Winchester Pl	\$ 50.00	1
11/14/2025	605	363	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/14/2025	3366	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/14/2025	226	113	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/14/2025	116	0	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/17/2025	306	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/17/2025	121	121	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/17/2025	268	268	24-001092	Solar Permit (R)	136 Union Hill Rd	\$ 206.04	0
11/17/2025	226	0	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/18/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/18/2025	4590	2142	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/18/2025	484	0	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/18/2025	146	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/18/2025	134	134	24-001092	Solar Permit (R)	136 Union Hill Rd	\$ 206.04	0
11/19/2025	232	0	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/19/2025	226	0	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/19/2025	445	0	25-001116	Occupancy Inspection (R)	10025 Bunkum Road	\$ 0	0
11/19/2025	22	22	25-001725	Electrical Permit (R)	417 Winchester Pl	\$ 50.00	1
11/19/2025	804	0	24-001092	Solar Permit (R)	136 Union Hill Rd	\$ 206.04	0
11/19/2025	1530	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/19/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/19/2025	73	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/20/2025	0	82	23-008094	NEW INSTALLATION AND REPAIRS	46 Potomac Dr	\$ 50.00	1
11/20/2025	6426	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/20/2025	42	0	24-000047	Mechanical Permit (C)	10785 Lincoln Trl	\$ 100.00	1
11/20/2025	0	0	23-008278	DICK'S WAREHOUSE SALE - WALL SIGN	81 Ludwig Dr	\$ 93.25	1
11/20/2025	339	0	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/20/2025	242	121	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/21/2025	0	116	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/21/2025	363	242	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/21/2025	4284	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/21/2025	0	0	25-001725	Electrical Permit (R)	417 Winchester Pl	\$ 50.00	1
11/21/2025	48	0	24-000390	Building Permit (C) - MyGov Test	150 Ludwig Dr	\$ 450.00	0
11/21/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/21/2025	146	0	24-001530	H&R Block Interior Finish	5911 N Illinois St	\$ 0	0
11/24/2025	21	0	24-000047	Mechanical Permit (C)	10785 Lincoln Trl	\$ 100.00	1
11/24/2025	612	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/24/2025	116	0	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0
11/24/2025	122	324	25-001737	Occupancy Inspection (R)	9629 Holdener Pl	\$ 50.00	0
11/24/2025	474	0	23-008278	DICK'S WAREHOUSE SALE - WALL SIGN	81 Ludwig Dr	\$ 93.25	1
11/24/2025	452	0	24-001212	Building Permit (C)	6016 N Illinois St	\$ 100.00	1
11/25/2025	918	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/25/2025	363	242	25-001759	Occupancy Inspection (R)	225 Merriweather Ln	\$ 50.00	0
11/25/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/26/2025	306	0	24-001180	Building Permit (R)	10 Deerwood Trl	\$ 50.00	1
11/26/2025	566	0	25-001116	Occupancy Inspection (R)	10025 Bunkum Road	\$ 0	0
11/26/2025	116	0	24-000921	Occupancy Permit (C)	14 Lexington Dr	\$ 0	0

ACTIVITY DATE	PASSED INSPECTIONS	FAILED INSPECTIONS	PERMIT NUMBER	PERMIT TITLE	PROJECT ADDRESS	PROJECT FEES CHARGED	ISSUED PERMITS
11/26/2025	0	0	25-001757	Occupancy Permit (R)	122 Ashley	\$ 50.00	1
11/26/2025	0	0	25-001904	Building Permit (C)	134 St Clair Sq	\$ 100.00	1
AVERAGE	451.26	81.99				\$ 63.33	0.63
TOTAL	46,029.00	8,363.00				\$ 6,459.95	64.00



Monthly Building Permit Report - Inspection Summary by Template (new)

This report summarizes activity by permit type.

from feed: 11/01/2025 - 11/30/2025

PROJECT TYPE	PASSED	FAILED	# OF RESULTS
Building Permit (C)	19	7	32
Building Permit (R)	108	11	124
Electrical Permit (C)	10	0	11
Electrical Permit (R)	8	1	10
Mechanical Permit (C)	3	0	3
Mechanical Permit (R)	1	0	1
Occupancy Inspection (R)	53	24	78
Occupancy Permit (C)	5	6	11
Permanent Sign Permit (C)	3	0	3
Plumbing Permit (R)	0	1	1
Solar Permit (R)	11	4	18