

OCT 16 2006

ORDINANCE NO. 2503

AN ORDINANCE FOR CONDITIONAL APPROVAL OF  
THE FINAL SUBDIVISION PLAT FOR THE ADMIRAL  
TROST DEVELOPMENT SUBDIVISION, IN THE CITY OF  
COLUMBIA, ILLINOIS



City Clerk

WHEREAS, the Owners/Developers of the "Admiral Trost Development Subdivision"; being a subdivision of Part of Tax Lots 2A and 5A of US Survey 416, Claim No. 492; Part of Tax Lot 6 of Section 21 and Part of the NE ¼ of Section 20, in T1S, R10W of the 3<sup>rd</sup> PM in the City of Columbia, Illinois (the "City") have submitted to the City the required five (5) copies of their final subdivision plat for approval by the City's City Council;

WHEREAS, the City Council of the City has found and determined and does hereby declare that it is necessary and appropriate that the variances from strict compliance with the City's Subdivision Code which are made and provided for in this ordinance be granted and that the final plat for this subdivision be conditionally approved as is made and provided for in this ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City Council hereby grants the following variances pursuant to Section 34-6-1 of the City's Subdivision Code to relieve of strict compliance with the following Sections of the City's Subdivision Code, to wit:

(A) A variance from strict compliance with Sub-Section 34-4-3 (D) which restricts the length of dead end streets to 500 lineal feet for Parkway Drive which is a street in excess of 1,525 lineal feet in length.

(B) A variance from strict compliance with Section 34-4-6 which restricts the length of City Street blocks to 1,300 lineal feet for Admiral Trost Road, which is in excess of 1,458 lineal feet in length.

(C) A variance from strict compliance with Sub-Section 34-5-12 (B) which requires non-residential sidewalks in a non-residential site to be a minimum of six feet (6') wide for the sidewalk on the Wilson Creek Bridge which will be five feet and eight inches (5'8") wide if a pedestrian bridge is not required (as is hereinafter provided for in Sub-Section 14, of Section 3 of this ordinance).

**Section 3.** The "Admiral Trost Development Subdivision" Final Subdivision Plat, being a subdivision of Part of Tax Lots 2A and 5A of US Survey 416, Claim 492; Part of Tax Lot 6 of Section 21 and Part of the NE ¼ of Section 20 in T1S, R10W of the

3<sup>rd</sup> PM in the City of Columbia and the County of Monroe, in the State of Illinois, which property is more particularly described as follows:

A tract of land being part of Tax Lots 5A of US Survey 416, Claim #492 and Tax Lot 6, also being part of Sections 20 & 21 all of Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

**Commencing** at the Northwest corner of Lot 1 of Admiral Parkway Center as recorded in Envelope 2-48A of the Monroe County Recorder's Office; **thence** South 89 degrees 45 minutes 43 seconds West a distance of 143.82 feet to the **Point of Beginning** of the tract herein described; **thence** South 39 degrees 17 minutes 31 seconds West a distance of 55.98 feet to a point, said point being the east corner of a tract deeded to Mississippi River Fuel Corporation by Deed Book 69, Page 345; **thence** North 50 degrees 42 minutes 29 seconds West a distance of 60.00 feet to a point; **thence** South 39 degrees 17 minutes 31 seconds West a distance of 60.00 feet to a point; **thence** South 50 degrees 42 minutes 29 seconds East a distance of 60.00 feet to a point; **thence** North 39 degrees 17 minutes 31 seconds East a distance of 9.94 feet to a point on the east line of Tax Lot 6; **thence** along said east line, South 00 degrees 24 minutes 34 seconds East a distance of 404.93 feet to a point; **thence** North 89 degrees 35 minutes 26 seconds East a distance of 196.09 feet to a point; **thence** along a curve to the left having a radius of 175.00 feet for an arc length of 49.27 feet, also having a chord bearing of North 81 degrees 31 minutes 28 seconds East for a chord distance of 49.11 feet to a point; **thence** North 73 degrees 27 minutes 30 seconds East a distance of 81.41 feet to a point on the west line of Admiral Parkway Center; **thence** along said west line of Admiral Parkway Center, South 18 degrees 14 minutes 05 seconds East a distance of 50.02 feet to a point; **thence** leaving said west line, South 73 degrees 27 minutes 30 seconds West a distance of 82.89 feet to a point; **thence** along a curve to the right having a radius of 225.00 feet for an arc length of 63.35 feet, also having a chord bearing of South 81 degrees 31 minutes 28 seconds West for a chord distance of 63.14 feet to a point; **thence** South 89 degrees 35 minutes 26 seconds West a distance of 196.09 feet to a point; **thence** South 00 degrees 46 minutes 30 seconds East a distance of 726.48 feet to an found old axle, said point being the Southeast corner of Tax Lot 6; **thence** South 89 degrees 15 minutes 11 seconds West a distance of 367.64 feet to a point; **thence** North 21 degrees 45 minutes 03 seconds West a distance of 66.76 feet to a point; **thence** North 57 degrees 18 minutes 38 seconds West a distance of 129.85 feet to a point; **thence** North 22 degrees 05 minutes 57 seconds West a distance of 113.93 feet to a point; **thence** North 43 degrees 17 minutes 19 seconds West a distance of 255.32 feet to a point; **thence** North 29 degrees 47 minutes 30 seconds West a distance of 172.50 feet to a point; **thence** North 30 degrees 29 minutes 55 seconds West a distance of 157.43 feet to a point; **thence** North 39 degrees 46 minutes 56 seconds West a distance of 154.22 feet to a point;

**thence** North 13 degrees 35 minutes 10 seconds West a distance of 57.85 feet to a point; **thence** North 18 degrees 05 minutes 40 seconds West a distance of 62.71 feet to a point; **thence** North 53 degrees 33 minutes 05 seconds East a distance of 87.39 feet to a point; **thence** North 23 degrees 18 minutes 12 seconds East a distance of 73.88 feet to a point; **thence** North 00 degrees 24 minutes 18 seconds East a distance of 103.00 feet to a point; **thence** North 13 degrees 15 minutes 02 seconds East a distance of 63.69 feet to a point; **thence** North 30 degrees 48 minutes 06 seconds East a distance of 59.80 feet to a point; **thence** North 41 degrees 17 minutes 22 seconds East a distance of 65.25 feet to a point; **thence** North 16 degrees 10 minutes 33 seconds East a distance of 52.67 feet to a point; **thence** North 02 degrees 22 minutes 51 seconds East a distance of 177.54 feet to a point; **thence** North 06 degrees 43 minutes 09 seconds East a distance of 23.38 feet to a point; **thence** North 31 degrees 45 minutes 10 seconds West a distance of 32.14 feet to a point; **thence** North 13 degrees 22 minutes 49 seconds East a distance of 79.25 feet to a point; **thence** North 29 degrees 45 minutes 02 seconds West a distance of 125.82 feet to a point; **thence** North 09 degrees 07 minutes 07 seconds West a distance of 126.41 feet to a point; **thence** North 12 degrees 51 minutes 50 seconds West a distance of 98.68 feet to a point; **thence** North 50 degrees 05 minutes 44 seconds West a distance of 117.29 feet to a point; **thence** North 34 degrees 50 minutes 21 seconds West a distance of 55.49 feet to a point; **thence** North 34 degrees 49 minutes 08 seconds West a distance of 85.14 feet to a point; **thence** North 39 degrees 11 minutes 17 seconds West a distance of 210.75 feet to a point; **thence** North 47 degrees 13 minutes 06 seconds West a distance of 140.39 feet to a point; **thence** North 33 degrees 54 minutes 11 seconds West a distance of 79.37 feet to a point; **thence** North 31 degrees 17 minutes 06 seconds West a distance of 89.12 feet to a point; **thence** North 14 degrees 02 minutes 31 seconds West a distance of 61.07 feet to a point; **thence** North 56 degrees 16 minutes 08 seconds West a distance of 130.69 feet to a point; **thence** South 72 degrees 46 minutes 44 seconds West a distance of 107.51 feet to a point; **thence** North 27 degrees 00 minutes 59 seconds East a distance of 3.61 feet to a point on the south right of way line of Valmeyer Road as recorded in Envelope 133-A of the Monroe County Recorder's Office; **thence** North 54 degrees 46 minutes 03 seconds East a distance of 189.11 feet to a point; **thence** North 36 degrees 19 minutes 57 seconds East a distance of 63.25 feet to a point; **thence** North 51 degrees 51 minutes 25 seconds East a distance of 499.83 feet to a point; **thence** North 54 degrees 26 minutes 25 seconds East a distance of 67.68 feet to a point; **thence** North 65 degrees 11 minutes 28 seconds East a distance of 69.39 feet to a point; **thence** North 75 degrees 47 minutes 37 seconds East a distance of 70.05 feet to a point; **thence** North 81 degrees 30 minutes 19 seconds East a distance of 147.93 feet to a point; **thence** North 87 degrees 33 minutes 53 seconds East a distance of 78.00 feet to a point; **thence** South 87 degrees 03 minutes 17 seconds East a distance of 78.11 feet to a point; **thence** South 80 degrees 37 minutes 44 seconds East a distance of 48.64 feet to a

point; **thence** South 86 degrees 18 minutes 19 seconds East a distance of 94.34 feet to a point on the west right of way line of Illinois Route 3 (a/k/a Federal Aid Route 4, a/k/a Admiral Parkway Boulevard); **thence** along a curve to the left having a radius of 3755.99 feet for an arc length of 747.20 feet, and a chord bearing of South 39 degrees 18 minutes 05 seconds East for a chord distance of 745.97 feet to a point; **thence** leaving said west right of way line, South 14 degrees 37 minutes 29 seconds East a distance of 77.07 feet to a point; **thence** South 39 degrees 17 minutes 31 seconds West a distance of 100.02 feet to the **Point of Beginning**. Said tract contains 69.374 acres, more or less.

**is hereby conditionally approved**, subject to the Subdividers doing and performing the following:

(1) Making full payment and reimbursement to the City for the City Attorney's fees and the Acting City Engineer's and the City Engineering Consultant's fees incurred in connection with the final subdivision plat approval.

(2) The Subdividers providing to the City Attorney a current dated title insurance commitment which shows the current ownership of the subject property and the current encumbrances against the subject property and thereafter making any changes or revisions to the plat the City Attorney determines are necessary as a result of the information contained in said title insurance commitment to depict preexisting easements and other encumbrances required to be depicted on the plat.

(3) The Subdividers providing to the City Attorney a current dated Monroe County Soil and Water Conservation Agency report regarding the property comprising the subdivision and thereafter making any changes or revisions to the General Notes on the plat the City Attorney determines are necessary as a result of the information contained in said Soil and Water Conservation Report. **Done 10/16/06. Will need to add to the notes on the plat the Reinforced Foundations, Widened Foundation Trenches and Installation of Drain Tile requirements.**

(4) The Subdividers providing to the City Attorney copies of the recorded documents that eliminate the blanket easement of the Mississippi River Fuel Transmission Company (or its successor) and which locate and define that company's easement on, over, along and across the eastern portion of the plated subdivision (as is depicted on the plat drawing) and the Subdividers changing General Note "10. A" on the plat to indicate the Mississippi River Fuel Transmission easement on the plat was created by the aforementioned recorded documents which define the easement and which note will refer to the book, page and document number of the recording of said recorded documents.

(5) The Subdividers either depicting on the plat the Illinois Power Company improvements involved in the easements referred to in the documents recorded in the Monroe County Recorder's Office in Book 76, on Page 11 and in Book 68, on Page 235 or satisfying the City Attorney that said improvements are not located on the subject subdivision property or that the improvements allowed by the blanket easements

pertaining thereto cannot be located on the property after utilizing "JULIE" locator service and exercising a reasonable effort to locate the same on the premises. Further the Subdividers will indicate in the General Notes on the plat the status of these blanket easements with regard to the same being depicted or not depicted on the plat.

(6) The Subdividers changing the Owner's Certificate on the plat to read as is stated and required by the plat review letter of the City Attorney to the Subdividers' Engineer/Surveyor, Hoelscher Engineering, P.C., dated October 5, 2006, a copy of which revised Certificate is attached hereto as Exhibit "1".

(7) The Subdividers providing to the City Attorney either Mortgage Subordination Agreements or having the Subdividers' lenders sign a certificate on the plat the wording of which will be approved by the City Attorney, which subordinates the lien of all mortgages which create liens on the property comprising the subdivision to the final subdivision plat, the subdivision created thereby and the easements and rights of way created thereby.

(8) In accordance with the requirements of Section 34-2-23(C) of the Subdivision Code the permanent monuments and all benchmarks from which future surveys may be made, together with the elevation of the benchmarks will be depicted on the revised final plat.

(9) The revised final plat will include the specific date it was drawn or created in accordance with the requirement of Subsection 34-3-23(Q) of the Subdivision Code.

(10) In the narrative legal description on page 2 of the plat the distance call on the plat and in the narrative legal description will be changed to agree so that the correct distance is stated in both places for the call which is 1304.18 feet depicted on the plat and which is referred to as 1304.46 feet in the narrative legal description.

(11) The County Clerk's Certificate on page 2 of the plat will be changed from the St. Clair County Clerk to the Monroe County Clerk.

(12) The Land Surveyor's Certificate will indicate the name of the property owner who requested the survey.

(13) The final subdivision plat shall subdivide what is shown as Lot 13 on the September, 2006 final plat submittal as two (2) Lots to be numbered 13 and 14, the adjacent boundary of which shall be located generally along the drainage gully that is currently located in approximately the middle of that property. Said property (i.e., Lots 13 and 14) shall, once deeded to the City by the Subdividers in accordance with the requirements of the Economic Development Agreement between Budnick Converting, Inc. et. al. and the City shall only be used by the City as is authorized by that agreement, (which agreement was approved by City Ordinance No. 2213, enacted November 3, 2003), as amended.

(14) The Subdividers will pay to the City, the sum of \$72,720.00 in cash to be deposited in an escrow fund to be held, managed and used by the City to construct

sidewalk, curbing and guttering along the south side of Valmeyer Road, along or adjoining the north boundary of the subdivision, at such time as the City would see fit to engineer, construct and install the same. Further the Subdividers and the City shall enter into an escrow agreement, in a form to be approved by the City Attorney, which will relieve the Subdividers of any further obligation to the City regarding the engineering and construction of the subject sidewalk, curbing and guttering in return for the payment in escrow of the sum aforesaid and which will require the City to use the funds in said escrow for that exclusive use and purpose and not for any other use or purpose without the consent of a majority of the property owners (one vote per lot without regard to the size of the lot or the number of owners of the lot) in the subdivision (disregarding the City as a property owner) at the time of reference. All interest earned on the escrow deposit, as well as the escrow deposit, will belong to the City.

(15) The Subdividers will provide to the City a Performance Guarantee secured by Letter of Credit, in the sum of \$256,000.00, in a form to be approved by the City Attorney, for a term which will allow the City to withdraw the funds pledged if all of the obligations set forth in the subparagraphs of this Item (14), of this Section 3, of this Ordinance are not fully performed by the Subdividers by June 1, 2006 to be used by the City to complete that performance if the Subdivider defaults in that performance, to wit:

(A) Preparation of a revised set of improvement plans by Hoelscher Engineers, Inc. that comply with all of the requirements of the City's Acting Engineer, Larry Kremmel and the City's Engineering Consultant, Oates & Associates, P.C.

(B) Completion of the "construction of the development" described in the punch list prepared by Jeffrey S. Antonacci, P.E., at Hoelscher Engineering, P.C., for existing infrastructure capital improvements installed in the subdivision based upon the City inspection 9/11/06 (Items 1 – 15), a copy of said letter addressed to Mr. Brad Albrecht of Budnick Converting being attached hereto as Exhibit "2".

(C) Completion of the construction of the punch list items mentioned in the September 25, 2006 letter from Larry Kremmel, Acting City Engineer, to Jeff Antonacci, P.E., at Hoelscher Engineering, P.C., pertaining to City inspection of infrastructure capital improvements installed in the subdivision September 16, 2006, a copy of which is attached hereto as Exhibit "3".

(D) Preparation of a revised set of improvement plans that include a pedestrian bridge in lieu of the handicap ramp to connect to the sidewalk on the Wilson Creek Bridge, if the City Engineering Consultants determine: (i) that the Handicap Ramp will not work for ADA and City Code compliance at the subject location.

(E) Construction of the Pedestrian Bridge if a Pedestrian Bridge is required by the City's Engineering Consultants for the reasons aforesaid stated in the preceding sub-paragraph (D) hereof.

(F) Preparation of a revised set of improvement plans that include a revision for the "clear zone" and/or the bridge rail terminal at the north end of the bridge if the City Engineering Consultants determine: (i) the existing bridge construction does

not satisfy the "clear zone" requirement at the north end of the bridge and that a guard rail is consequently required, and/or (ii) if a design exception is required and is not satisfied for the bridge rail terminals on the north end of the bridge.

(G) Construction of the guard rail and/or the design exception for the bridge rail terminals in accordance with the City approved, revised improvement plans required by the preceding sub-paragraph (F) hereof.

(H) Having all the required infrastructure improvements constructed and installed in the subdivision, inspected and approved for acceptance of dedication of ownership by the City and dedicated to the City along with providing to the City the required: (1) Bill of Sale for the infrastructure improvements, (2) Engineers Certification that the infrastructure improvements were constructed in accordance with the requirements of the applicable City Codes and (3) Maintenance Guarantee secured by Letter of Credit in the sum of \$270,000.00, for a term of two (2) years, in a form approved by the City Attorney.

(I) Provide to the City the final "As-Built" drawings for all the infrastructure improvements installed in the subdivision in a form approved by the City Engineer (including the pedestrian bridge if the same is required to be constructed as aforesaid).

(J) The eight (8) foot wide walking trail, asphalt surfaced, on, over, along and across Lots 13 & 14, as generally depicted on the preliminary plat to run from at or about the Wilson Creek Bridge in the subdivision in a westerly then southerly direction, to be constructed in accordance with the specifications and at a location approved by the City Engineer (with the sidewalks in the subdivision to intersect with and connect to the walking trail at or near Lot 8 in the subdivision (same to be included in the improvement plans and "As Built" drawings and to be part of the infrastructure improvements in the subdivision).

(K) The City Parking Lot at the southern terminus of Parkway Drive to be constructed and installed in accordance with the prior agreements of the parties as set forth in the Order of the City Council contained in the minutes of the February 21, 2005 regular City Council meeting.

(L) Notwithstanding anything contained herein to the contrary, when the City Council enacts this Ordinance for conditional approval of the final subdivision plat for the subdivision, the Subdividers shall be entitled to have building permits issued for development of lots in the subdivision. Notwithstanding anything contained herein to the contrary, when the Subdividers have done and performed their obligations hereunder with regard to the matters and things set forth in subparagraphs 14 (A) through (L) above, the City will commence issuing occupancy permits for buildings constructed and installed on lots in the subdivision, provided said buildings pass occupancy inspection and are otherwise eligible to have an occupancy permit issued for the same.

**Section 5.** The Mayor and the City Clerk shall withhold signing the final plat for the Admiral Trost Development Subdivision pending being advised by the City Attorney and the City Engineer that the above-described requirements for final subdivision plat approval have been fully done and performed by the Subdividers.

**Section 6.** The Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Alderman Koesterer moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Agne, and the roll call vote was as follows:

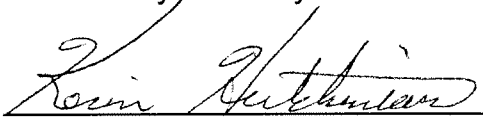
YEAS: Aldermen Conrad, Ebersohl, Agne, Niemietz, Koesterer, Row, Huch and Mayor Hutchinson.

NAYS: Alderman Unnerstall.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:  
  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)



EXHIBIT "1"  
CERTIFICATE OF OWNER

The undersigned owners of the property comprising this plat, hereby acknowledge this plat to be the free and voluntary act and deed of said property owners, and do hereby dedicate to the City of Columbia, Illinois for public use the streets shown hereon including Admiral Trost Road, Parkway Drive and Valmeyer Road, F. A. Route 4 (a/k/a Illinois Route 3, a/k/a Admiral Parkway for public street uses and purposes, for municipal utility, public utility, telecommunication and drainage easement uses and purposes, and also hereby dedicates the easements shown hereon for the construction and maintenance of municipal utility services (including water, sanitary sewer and storm sewer services), public utility services, drainage and telecommunication services, with the rights of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said telecommunication services, municipal and public utility services. Public utility services and telecommunication services shall be constructed and installed in the easements in accordance with the requirements of the City after at least 24 hours advance notice to the City Engineer or his designee (public utility service installations or telecommunication service installations which interfere with the use of the easement for municipal utility services shall be relocated in accordance with the requirements of the City and at the expense of the public utility service or telecommunication service provider). The building lines shown hereon are the building lines to be referred to in all conveyances of lots in this subdivision.

IN WITNESS WHEREOF the undersigned have set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WEGMANN GROUP, INC., an Illinois Business Corporation, authorized to do Business in the State of Illinois

BY: \_\_\_\_\_  
MARK L. WEGMANN, President

ATTEST:

\_\_\_\_\_  
ANN F. WEGMANN, Secretary

STATE OF ILLINOIS        )  
  )    SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that MARK L. WEGMANN and ANN F. WEGMANN, as the President and Secretary, respectively, of Wegmann Group, Inc., an Illinois Business Corporation,

personally known to me and know to me to be the same persons whose names are subscribed to this final subdivision plat, appeared before me this day in person and acknowledged that they signed and delivered the same as their free and voluntary act and deed and as the free and voluntary act and deed of the Wegmann Group, Inc. corporation for the uses and purposes there and set forth, including release and waiver of the right of homestead.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

WEGMANN PROPERTIES, INC., an Illinois  
Business Corporation authorized to do  
Business in the State of Illinois

BY: \_\_\_\_\_  
MARK L. WEGMANN, President

ATTEST:

\_\_\_\_\_  
ANN F. WEGMANN, Secretary

STATE OF ILLINOIS        )  
  )    SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that MARK L. WEGMANN and ANN F. WEGMANN, as the President and Secretary, respectively, of Wegmann Properties, Inc., an Illinois Business Corporation, personally known to me and know to me to be the same persons whose names are subscribed to this final subdivision plat, appeared before me this day in person and acknowledged that they signed and delivered the same as their free and voluntary act and deed and as the free and voluntary act and deed of the Wegmann Properties, Inc. corporation for the uses and purposes there and set forth, including release and waiver of the right of homestead.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

C & M LEASING, an Illinois General Partnership

BY: \_\_\_\_\_  
CHRISTINA L. WEGMANN, Co-Partner

\_\_\_\_\_  
MARK E. WEGMANN, Co-Partner

\_\_\_\_\_  
BRAD M. ALBRECHT, an Individual

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that CHRISTINA L. WEGMANN and MARK E. WEGMANN, as Co-Partners, of C & M Leasing, an Illinois General Partnership, and BRAD M. ALBRECHT, an individual, personally known to me and know to me to be the same persons whose names are subscribed to this final subdivision plat, appeared before me this day in person and acknowledged that they signed and delivered the same as their free and voluntary act and deed and as the free and voluntary act and deed of the C & M Leasing for the uses and purposes there and set forth, including release and waiver of the right of homestead.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

MARK L. WEGMANN TRUST dated March 7, 2000

BY: \_\_\_\_\_  
MARK L. WEGMANN, Trustee

STATE OF ILLINOIS     )  
                                  )    SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that MARK L. WEGMANN, as the Trustee of the Mark L. Wegmann Trust dated March 7, 2000, personally known to me and know to me to be the same person whose name is subscribed to this final subdivision plat, appeared before me this day in person and acknowledged that he signed and delivered the same as his free and voluntary act and deed and as the free and voluntary act and deed of the Mark L. Wegmann Trust for the uses and purposes there and set forth, including release and waiver of the right of homestead.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

ANN F. WEGMANN TRUST dated March 7, 1990

BY: \_\_\_\_\_  
ANN F. WEGMANN, Trustee

STATE OF ILLINOIS     )  
                                  )    SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that ANN F. WEGMANN, as the Trustee of the Ann F. Wegmann Trust dated March 7, 1990, personally known to me and know to me to be the same person whose name is subscribed to this final subdivision plat, appeared before me this day in

person and acknowledged that she signed and delivered the same as her free and voluntary act and deed and as the free and voluntary act and deed of the Ann F. Wegmann Trust for the uses and purposes there and set forth, including release and waiver of the right of homestead.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

T. L. DICKERSON TRUST dated December 2, 1974

BY: \_\_\_\_\_  
STEVEN R. DICKERSON, Trustee

STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that STEVEN R. DICKERSON, as the Trustee of the T. L. Dickerson Trust dated December 2, 1974, personally known to me and know to me to be the same person whose name is subscribed to this final subdivision plat, appeared before me this day in person and acknowledged that he signed and delivered the same as his free and voluntary act and deed and as the free and voluntary act and deed of the T. L. Dickerson Trust for the uses and purposes there and set forth, including release and waiver of the right of homestead.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public



Engineering  
The  
Future

## Hoelscher Engineering, P. C.

September 11, 2006

Mr. Brad Albrecht  
Budnick Converting  
200 Admiral Weinel Blvd.  
P.O. Box 197  
Columbia, IL 62236

**RE: Final Punchlist - Admiral Trost Development**

Dear Mr. Albrecht:

On this day, a meeting was held on-site to compile a final punchlist of items that complete the construction of the subject development. Those present were as follows:

Mr. Larry Kremmel, City of Columbia  
Mr. Dave Baxmeyer, Baxmeyer Construction  
Mr. Jeff Antonacci, Hoelscher Engineering, P.C.

The following items were discussed and should be completed before final acceptance by the City of Columbia:

1. Patch joint between deck beams of bridge in outside wheel-lane of the northbound lane, approximately 12" in length.
2. Saw cut front face of both backwalls of bridge 1" in depth and seal with pavement joint sealer (SL-1).
3. Reverse elephant ear at the guardrail end on the west side of the bridge to back side of guardrail.
4. Add approximately 2'-5" in width to the sidewalk on the east side of the bridge. The total width should be 6'-0" from face of bridge rail, but stop short of existing deck beam joint, even if this leaves the sidewalk slightly less than 6'-0". Hoelscher Engineering will revise the ramp detail to include the extra width of the sidewalk. Also, the truncated dome plate is not necessary at the end of the proposed ramp. To facilitate the installation of the proposed ramp, approximately 1" of concrete will need to be removed from the top of the backwall to provide adequate thickness at the ramp end.

11 Executive Drive • Suite 12 • Fairview Heights, IL 62208 • 618.624.8610 • Fax 618.624.8611  
2501 Chatham Road • Suite 120 • Springfield, IL 62704 • 217.698.8610 • Fax 217.698.8608  
[www.hoelschereng.com](http://www.hoelschereng.com)

**H o e l s c h e r   E n g i n e e r i n g ,   P . C .**

Final Punchlist - Admiral Trast Development  
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5. ~~The City is concerned about reduced cover of concrete at the anchor points of the bridge rail post at the proposed handicapped ramp. Hoelscher Engineering shall have their structural engineer analyze and seal the detail where the bridge rail post is anchored into the proposed ramped area of the sidewalk.~~
6. Stripe bridge utilizing epoxy paint.
7. Check clear zone at the northeast side along new sidewalk for guardrail warrants.
8. Curb cuts for sidewalk can be done by each individual lot owner as they construct their sidewalk. However, according to Larry Kremmel, the City will inspect in two years and if not complete may require it to be completed.
9. Sidewalk on south side along Valmeyer Road can be escrowed.
10. Walking Trail can be escrowed.
11. Fire Hydrant along curve on the sideroad needs to be moved away from the curb approximately six feet. The final location should be just behind the proposed sidewalk location.
12. Riprap the bottom of the back ditch along the sideroad. Use RR4 for the first 100 ft. from the existing outlet pipe, then RR3 can be used the rest of the way. The riprap should only be placed in the bottom of the ditch with the width determined by the existing erosion.
13. The foreslope of the ditch should be reworked and reseeded approximately 20 ft. in width from the ditch toe for the entire length of the ditch.
14. The proposed aggregate parking lot at the end of the sideroad for the City needs to be completed. Hoelscher Engineering will provide field layout.
15. Street signs need to be installed. Hoelscher Engineering shall provide a sign schedule to the contractor for installation.

**H o e l s c h e r   E n g i n e e r i n g ,   P . C .**

Final Punchlist – Admiral Trost Development  
September 11, 2006  
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With no other items to discuss the meeting was adjourned.

If you have any questions or comments, please contact our office.

Sincerely,

HOELSCHER ENGINEERING, P.C.



Jeffrey S. Antonacci, P.E.  
Project Manager

JSA/cjh

Cc: Larry Kremmel, City of Columbia  
Dave Baxmeyer, Baxmeyer Construction



# CITY OF COLUMBIA

Illinois



DEPARTMENT OF PUBLIC WORKS  
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IN THE GREATER ST. LOUIS METROPOLITAN AREA

September 25, 2006

Jeff Antonacci, Project Manager  
Hoelscher Engineering, P. C.  
11 Executive Drive, Suite 12  
Fairview Heights, Illinois 62208

Re: Admiral Trost Development

Dear Mr. Antonacci:

I received your letter to Mr. Brad Albrecht concerning the onsite inspection of 9/11/06. I have additional comments on several of those items:

#3: The elephant ear on the northwest corner of the bridge should be placed on the inside of the rail to protect traffic from the end of the rail.

#4: The width of the sidewalk would be increased from 3'-7" to 5'-8". This is 4" less than the 6' required for commercial sidewalk but 8" wider than the adjacent 5' sidewalk on Valmeyer Road. This would allow an ADA complaint ramp from the Valmeyer Road sidewalk onto the bridge sidewalk. However, this brings up several other points of concern:

- A) Will the additional 2' width of sidewalk effect the turning movement of large trucks?
- B) Will there be a maintenance problem with the thin portion (from  $\pm 0$ " to  $\pm 4$ ") of the sidewalk ramp taper?
- C) Will the reduced thickness of the bridge sidewalk ( $\pm 4$ ") safely anchor the bridge rail post? (See #5)

If the bridge rail post ("C" and "5") cannot safely be anchored into the sidewalk, then item "4" cannot be used and a pedestrian bridge will be required.

The answer to "A" and "B" can be determined over a period of time. The City, prior to accepting the final infrastructure, could accept a two year performance guarantee for the pedestrian bridge. If money were set aside in a performance bond or escrow account to cover the cost of the design and construction of a pedestrian bridge, then the City, at any time during this 2 year

period, could require that the pedestrian bridge be built and the bridge sidewalk be returned to the original 9" thick by 4' wide sidewalk configuration. This would allow the City to determine how well the proposed ramp configuration functions, with the pedestrian bridge still an option and the developer could proceed with their project.

- #5: This will determine #4 above.
- #8: This should have been the responsibility of the contractor during the construction phase. If they are not completed at the time of the two year maintenance period, then the contractor will be required to complete them. Note: The correct locations of the curb cuts need to be shown on the improvement plans.
- #9: The sidewalk and curb and gutter escrow was approved by the City council on 8/15/06.
- #10: The council would have to approve the escrow for the walking trail. There is some merit in escrowing the money for the walking trail as it would be easier to build the trail around the various "use" areas rather than the opposite.

In addition to the listed 15 items, there are 4 additional items:

- 1) The form ties, nails and wires have not been removed from the bridge concrete. Rough edges need to be ground and larger holes patched as per Art. 503 of the Standard Specifications.
- 2) A set of improvement plans still need to be submitted for approval. These should include all the changes that have been made and also the changes that are still outstanding.
- 3) The items noted in the Oates review need to be addressed.
- 4) As-built plans will need to be submitted, reviewed, and accepted.

If you have any questions or comments please call (618) 281-4264 or write as noted below.

Thank you,

Larry Kremmel  
Acting City Engineer  
City of Columbia  
110 W. Sand Bank Rd.  
Columbia, Illinois 62236

LK/mc