AGENDA
ST. CHARLES CITY COUNCIL MEETING
DONALD P. DEWITTE, MAYOR

MONDAY, JANUARY 7, 2013 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. Call to Order.

2. Roll Call.

3. Invocation.

4. Pledge of Allegiance.

5. Omnibus Vote. Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

*6. Motion to accept and place on file minutes of the Public Hearing meeting held on December 17, 2013 and minutes of the regular City Council meeting held on December 17, 2012.

*7. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 12/3/12 – 12/14/12 in the amount of $1,846,182.77 and Expenditure Approval List for the period of 12/17/12 – 12/28/12 in the amount of $1,591,405.55.

I. New Business

A. Motion to approve a proclamation honoring Tri-City Chargers Youth Football team on winning the National Championship Tournament.

B. Motion to approve an **Ordinance** Annexing Territory to the City of St. Charles, Kane and Du Page Counties, Illinois (Red Gate Road Bridge Property).

C. Motion to approve a **Resolution** Authorizing and Directing the Mayor and City Clerk to Execute a Certain Settlement Agreement and Mutual Release in the City of St. Charles, Plaintiff V. Fox River & Countryside Fire/Rescue District (Sixteenth Judicial Circuit Kane County, Illinois).

II. Old Business

A. Motion to approve an **Ordinance** of the City of St. Charles, Kane and Du Page Counties, Illinois, designating the Lexington Club Redevelopment Project Area A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.

B. Motion to approve an **Ordinance** of the City of St. Charles, Kane and Du Page Counties, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Lexington Club Redevelopment Project Area.

C. Motion to approve an **Ordinance** of the City of St. Charles, Kane and Du Page Counties, Illinois, Adopting Tax Increment Allocation Financing for the Lexington Club Redevelopment Project Area.

III. Committee Reports

A. Government Operations

None.

B. Government Services

*1. Motion to accept and place on file the minutes of the November 26, 2012 Government Services Committee Meeting.

C. Planning and Development

*1. Motion to accept and place on file Plan Commission Resolution No. 16-2011 A Resolution Recommending Approval of Map Amendment from M-1 Special Manufacturing to RT-3 Traditional Single Family Residential and RM-2 Multi-Family Residential (Lexington Club PUD).

*2. Motion to accept and place on file Plan Commission Resolution No. 17-2011 A Resolution Recommending Approval of a Special Use for Planned Unit Development (Lexington Club PUD).

*3. Motion to accept and place on file Plan Commission Resolution No. 18-2011 A Resolution Recommending Approval of PUD Preliminary Plans (Lexington Club PUD)

4. Motion to approve an **Ordinance** approving a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan (Lexington Club PUD).

5. Motion to approve an **Ordinance** Authorizing the Mayor and City Clerk to Enter into a Certain Lexington Club Development Agreement Regarding the City of St. Charles Lexington Club Redevelopment Project Area.

*6. Motion to accept and place on file minutes of the December 12, 2012 Planning & Development Committee meeting.

D. Additional Items from Mayor, Council, Staff, or Citizens

E. Adjournment

MINUTES FROM THE PUBLIC HEARING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, DECEMBER 17, 2012 – 6:55 P.M.
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174

1. **Call To Order By Mayor Donald DeWitte At 6:59 P.M.**

2. **Roll Call.**
   Present: Stellato, Monken, Carrignan, Payleitner, Turner
   Rogina, Martin, Krieger, Bessner, Lewis
   Absent: None

3. **Proposed Annexation Agreement Between the City of St. Charles and GEORGE PORTER as Trustee under that certain Declaration of Trust dated August 27, 1990, RICHARD PORTER and GARY PORTER doing business as G.G.R. Partnership, and Illinois Partnership (Porter – Lot 5).**
   The proposed annexation agreement relates to Lot 5 in the Porter Business Park for the approximately 1.29 acre site south of The Timbers residential subdivision, St. Charles Township, Kane and DuPage Counties, Illinois.

   a. Presentation of Annexation Agreement by Rita Tungare.
   b. Public comment – NONE
   c. Council Comment – NONE

4. **Adjournment**
   Motion By Stellato, seconded by Monken, to adjourn meeting
   VOICE VOTE UNANIMOUS MOTION CARRIED
   Meeting adjourned at 7:03 P.M.

_____
Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

_____
Nancy Garrison, City Clerk

MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL HELD ON MONDAY, DECEMBER 17, 2012 – 7:00 P.M. CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS 2 E. MAIN STREET ST. CHARLES, IL 60174

1. **Call To Order By Mayor Donald DeWitte At 7:03 P.M.**

2. **Roll Call.**
   Present: Stellato, Monken, Carrignan, Payleitner, Turner
   Rogina, Martin, Krieger, Bessner, Lewis
   Absent: None

3. **Invocation Alder. Payleitner.**

4. **Pledge of Allegiance** – presented by Boy Scout Pack 260, Richmond Intermediate School.

5. **Presentations:**
   Swearing in of Police Officers Eric Jannusch, Timothy Ocasek, and Robert Vicicondi of the St. Charles Police Department.

6. **Motion by Martin, seconded by Krieger to approve the Omnibus Vote as presented.**
   ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
   Rogina, Martin, Krieger, Bessner, Lewis
   NAY: 0 ABSENT: 0
   MOTION CARRIED

*7. **Motion by Martin, seconded by Krieger to accept and place on file minutes of the regular City Council meeting held on December 3, 2012.**
   ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
   Rogina, Martin, Krieger, Bessner, Lewis
   NAY: 0 ABSENT: 0
   MOTION CARRIED (Omnibus Vote)

*8. **Motion by Martin, seconded by Krieger to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 11/19/12 – 11/30/12 the amount of $2,732,839.44.**
   ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
   Rogina, Martin, Krieger, Bessner, Lewis
   NAY: 0 ABSENT: 0
   MOTION CARRIED (Omnibus Vote)

*9. **Motion by Martin, seconded by Krieger to accept and place of file the City Treasurer Reports for the period ending August 31, 2012, period ending September 30, 3012, and period ending October 31, 2012.**

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

I. New Business

A. Mayor DeWitte read the proclamation declaring December 17, 2012 as The Warehouse Antique Shoppe and Confectionary Day in celebration of its 40th Anniversary in the City of St. Charles. The proclamation was presented to Peggy Spear.

B. Motion by Carrignan, seconded by Turner to direct the Plan Commission to consider and make a recommendation regarding the Comprehensive Plan Draft.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

III. Committee Reports

A. Government Operations

*1. Motion by Martin, seconded by Krieger to accept and place on file minutes of the December 3, 2012 Government Operations Committee Meeting.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*2 Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-55** for the Annual Tax Levy.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*3 Motion by Martin, seconded by Krieger to approve an **Ordinance2012-M-56** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 1A (Central Business District – Parking Facilities).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*4 Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-57** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 1B (Downtown Revitalization).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*5. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-58** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 5 (Central Manufacturing District – Detention and Erosion).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*6. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-59** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 6 (Cambridge East – Detention and Erosion).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*7. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-60** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 7 (Central Manufacturing District – Detention and Erosion).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*8. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-61** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 10 (Royal Fox I – Detention and Private Streets).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*9. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-62** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 13 (Red Gate – Detention).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

*10. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-63** for the Levy and Assessment of Taxes for the Year 2012 in and for the City of St. Charles Special Service Area Number 57 (Legacy Business Center – Electric Distribution Facility).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

B. Government Services

None.

C. Planning and Development

*1. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-64** Amending Title 15, "Buildings and Construction," Chapter 15.04 "Building Code," Section 15.04.020 "One-Family and Two-Family Residences" of the St. Charles Municipal Code.
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

2. Motion by Carrignan, seconded by Krieger to approve a **Resolution 2012-154** Authorizing the Execution of a First Amendment to Annexation Agreement (Porter – Lot 5).
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

D. Executive Session

Motion by Carrignan, seconded by Bessner to enter into Executive Session to discuss Pending Litigation, Property Acquisition, Probable or Imminent Litigation, and Review of Minutes of Executive Sessions at 7:17.
ROLL CALL VOTE: AYE: Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner
NAY: 0 ABSENT: Stellato, Lewis
MOTION CARRIED

Motion by Carrignan, seconded by Monken to return from Executive Session at 7:36.
ROLL CALL VOTE: AYE: Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner
NAY: 0 ABSENT: Stellato, Lewis
MOTION CARRIED

E. Additional Items from Mayor, Council, Staff, or Citizens

1. Motion by Bessner, seconded by Krieger to approve the release of Executive Session minutes for the following dates:

City Council: July 6, 2012, September 6, 2011 (partial only), April 2, 2012.

Government Services Committee: October 24, 2011 (partial only), and May 29, 2012.

ROLL CALL VOTE: AYE: Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner
NAY: 0 ABSENT: Stellato, Lewis
MOTION CARRIED

2. Motion By Stellato, seconded by Monken approve an **Ordinance 2012-M-65** Authorizing the Purchase of Certain Property for Corporate Purposes by the City of St. Charles and Related Matters – 107-109 East Main Street.
ROLL CALL VOTE: AYE: Monken, Carrignan, Payleitner, Turner
Rogina, Martin, Krieger, Bessner
NAY: 0 ABSENT: Stellato, Lewis
MOTION CARRIED

- Mayor DeWitte expressed thanks to Brian Townsend, Tina Nilles, May Foster, and Lisa Garhan for their hardwork on the Red Gate Bridge event.

F. Adjournment

Motion By Carrignan, seconded by Turner, to adjourn meeting
VOICE VOTE UNANIMOUS MOTION CARRIED
Meeting adjourned at 7:38 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

City of St. Charles
EXPENDITURE APPROVAL LIST

12/3/2012 - 12/14/2012

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
103	**ALLIED ASPHALT PAVING CO INC**					
		9	353.00	12/13/2012	172178	ASPHALT
	ALLIED ASPHALT PAVING CO INC Total		**353.00**			
112	**ACCELERATED REHAB CENTERS LTD**					
		73626	660.00	12/06/2012	111412	SVC FUNCTIONALS
	ACCELERATED REHAB CENTERS LTD Total		**660.00**			
114	**DG HARDWARE**					
		72673	6.00	12/06/2012	52711/F	FASTENERS
		72673	6.74	12/06/2012	52760/F	SMALL HARDWARE
		71945	19.79	12/06/2012	52769/F	SMALL HARDWARE
		71957	141.68	12/06/2012	52785/F	GARLAND & CABLE TIES
	DG HARDWARE Total		**174.21**			
128	**HARDER HELSLEY ROCKFORD**					
		73995	125.20	12/13/2012	R080497	INVENTORY ITEMS
	HARDER HELSLEY ROCKFORD Total		**125.20**			
139	**AFLAC**					
			1,361.00	12/14/2012	PR20121214_139	PR 20121214 deductions
	AFLAC Total		**1,361.00**			
150	**A LAMP CONCRETE**					
		72760	40,920.64	12/13/2012	14050	2012 MFT STREET REHAB
		72760	20,196.25	12/12/2012	14050-MFT	MFT PAYOUT FINAL
	A LAMP CONCRETE Total		**61,116.89**			
161	**ARMY TRAIL TIRE & SERVICE**					
		73986	610.00	12/06/2012	287697	TIRES
	ARMY TRAIL TIRE & SERVICE Total		**610.00**			
167	**ALLIANCE SWEEPING SERVICE INC**					
		71842	4,400.00	12/13/2012	90928	SWEEPING PARKING LOTS
		71842	700.00	12/13/2012	90929	MISC SWEEPING PARKING LOTS
		71842	300.00	12/13/2012	90930	SWEEPING PARKING LOTS

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	ALLIANCE SWEEPING SERVICE INC Total		**5,400.00**			
177	**AL PIEMONTE CADILLAC INC**					
		73996	79.56	12/06/2012	CHCS126548	V#1727 RO#46625
		74028	730.49	12/13/2012	CHCS126680	V#1727 RO#46636
	AL PIEMONTE CADILLAC INC Total		**810.05**			
185	**AL WARREN OIL CO INC**					
		73942	22,986.43	12/06/2012	I0752783	INVENTORY ITEMS
	AL WARREN OIL CO INC Total		**22,986.43**			
186	**AMALGAMATED BANK OF CHICAGO**					
			465.00	12/13/2012	1851937003I	REGISTRAR PAYING AGENT
			465.00	12/13/2012	1852342000H	REGISTRAR PAYING AGENT
			495.00	12/13/2012	1852811002E	REGISTRAR AND PAYING AGENT
			495.00	12/13/2012	1853083001D	REGISTRAR AND PAYING AGENT
			515.00	12/13/2012	1853277007C	REGISTRAR PAYING AGENT
			495.00	12/13/2012	1854422009A	REGISTRAR AND PAYING AGENT
			495.00	12/13/2012	1854423008A	REGISTRAR PAYING AGENT
			495.00	12/13/2012	1854424007A	REGISTRAR PAYING AGENT
	AMALGAMATED BANK OF CHICAGO Total		**3,920.00**			
191	**AMERICAN MESSAGING**					
			22.21	12/13/2012	U1238102ML	MONTHLY PAGER SERVICE
	AMERICAN MESSAGING Total		**22.21**			
198	**AMERICAN INSURANCE SVCS GROUP**					
			7.90	12/13/2012	IT00042720	KATHRYN SMITH
	AMERICAN INSURANCE SVCS GROUP Total		**7.90**			
229	**ANTHONY ROOFING LTD**					
		73755	2,525.00	12/06/2012	SI08413	ROOF REPAIRS LAB
	ANTHONY ROOFING LTD Total		**2,525.00**			
244	**TESTAMERICA LABORATIORIES INC**					
		73773	600.00	12/06/2012	24136577	SVC TESTING
	TESTAMERICA LABORATIORIES INC Total		**600.00**			
252	**MARK ARENSMEIER**					
			65.00	12/06/2012	113012	CDL REIMBURSEMENT
			138.00	12/06/2012	121112	PER DIEM 12-11 THRU 12-14

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	MARK ARENSMEIER Total		**203.00**			
272	**ASK ENTERPRISES & SON INC**					
		73801	318.75	12/06/2012	22371	INVENTORY ITEMS
		73878	125.00	12/06/2012	22372	INVENTORY ITEMS
		73706	81.80	12/06/2012	22374	INVENTORY ITEMS
		73946	5,762.50	12/13/2012	22378	INVENTORY ITEMS
		74057	249.60	12/13/2012	22386	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		**6,537.65**			
279	**ATLAS CORP & NOTARY SUPPLY CO**					
			39.00	12/14/2012	121312	LIN DARGIS POLICE DEPT
	ATLAS CORP & NOTARY SUPPLY CO Total		**39.00**			
282	**ASSOCIATED TECHNICAL SERV LTD**					
		71804	670.00	12/06/2012	23005	LEAK LOCATION
	ASSOCIATED TECHNICAL SERV LTD Total		**670.00**			
298	**AWARDS CONCEPTS**					
		71927	49.03	12/06/2012	I0266198	J SODERQUIST
		71927	37.92	12/06/2012	I0266200	J HAGERTY
		71927	44.19	12/06/2012	I0266202	P MULLEN
		71927	103.60	12/06/2012	I0266203	P MULLEN
		71927	49.03	12/06/2012	I0266206	K DOBBS
		71927	44.19	12/06/2012	I0266207	S KERR
	AWARDS CONCEPTS Total		**327.96**			
304	**BACKGROUNDS ONLINE**					
			552.50	12/06/2012	430960	SVC OCTOBER 2012
	BACKGROUNDS ONLINE Total		**552.50**			
320	**CITY OF BATAVIA**					
		71929	5,564.00	12/06/2012	MISC000135	LEAD PROGRAM THRU 10-31-12
	CITY OF BATAVIA Total		**5,564.00**			
323	**BATTERIES PLUS**					
		73930	188.65	12/06/2012	101457-01	12V LEAD
	BATTERIES PLUS Total		**188.65**			
332	**STEVEN M BEDELL**					
			55.00	12/13/2012	121112	UNIFORM ALLOWANCE

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	STEVEN M BEDELL Total		**55.00**			
343	**BENESYST**					
		71953	625.69	12/13/2012	1212144	FLEX ADMIN SERIVCES JAN 2013
	BENESYST Total		**625.69**			
348	**ED BESSNER**					
			105.00	12/13/2012	121112	INTERNET SEPT/OCT/NOV 2012
	ED BESSNER Total		**105.00**			
360	**B&K POWER EQUIPMENT INC**					
		73768	366.71	12/14/2012	142533	MISC SUPPLIES
	B&K POWER EQUIPMENT INC Total		**366.71**			
366	**B & L LANDSCAPE CONTRACTORS**					
		72320	965.00	12/06/2012	21585	SVC FOX CHASE BLVD
		72320	820.00	12/06/2012	21588	SVC FOX CHASE BLVD
		71250	1,200.00	12/06/2012	21590	FALL CLEAN UP
		72320	820.00	12/06/2012	21591	SVC FOX CHASE BLVD
		72320	375.00	12/06/2012	21592	SVC 1323 MADISON CT
		72320	975.00	12/06/2012	21596	SVC 1020 PERSIMMON DR
		72320	1,040.00	12/13/2012	21601	SVC LONGMEADOW CIRCLE
	B & L LANDSCAPE CONTRACTORS Total		**6,195.00**			
368	**BLUTOWER COMMUNICATIONS INC**					
		73912	3,675.00	12/06/2012	1946	TRANSPONDER
	BLUTOWER COMMUNICATIONS INC Total		**3,675.00**			
388	**BRADFORD SYSTEMS CORP**					
		73575	1,487.50	12/06/2012	39523	SERVICE AGREEMENT2012-2017
	BRADFORD SYSTEMS CORP Total		**1,487.50**			
419	**BUSINESS OFFICE SYSTEMS**					
		72757	332.67	12/06/2012	27297A	CHAIR REPAIR/PARTS
	BUSINESS OFFICE SYSTEMS Total		**332.67**			
433	**RICH MILLER**					
		74075	350.00	12/06/2012	103012	SUBSCRIPTION RENEWAL
	RICH MILLER Total		**350.00**			
442	**CLIFF CARRIGNAN**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
			35.00	12/06/2012	120312	NOVEMBER INTERNET 2012
	CLIFF CARRIGNAN Total		**35.00**			
506	**CHICAGO COMM SERVICE LLC**					
		73622	4,232.00	12/13/2012	239558	INSTALLATION OF LIGHTS
	CHICAGO COMM SERVICE LLC Total		**4,232.00**			
507	**DAVID CHMELAR**					
			167.02	12/13/2012	120612	BOOT REIMBURSEMENT
	DAVID CHMELAR Total		**167.02**			
512	**NORTHWEST NEWS GROUP**					
		72155	975.55	12/13/2012	130061-1112	PUBLICATIONS MONTHLY
	NORTHWEST NEWS GROUP Total		**975.55**			
517	**CINTAS CORPORATION**					
		71907	29.59	12/06/2012	344506621	UNIFORM SVC
		71907	29.59	12/13/2012	344510317	FLEET DEPT UNIFORM CLEANING
	CINTAS CORPORATION Total		**59.18**			
518	**CLERK OF THE 18TH**					
			325.00	12/06/2012	185820	BAIL BOND
	CLERK OF THE 18TH Total		**325.00**			
530	**CLEAN SWEEP ENVIRONMENTAL INC**					
		73684	19,984.70	12/06/2012	11338	MISC SWEEPING
	CLEAN SWEEP ENVIRONMENTAL INC Total		**19,984.70**			
555	**COM ED**					
			761.87	12/14/2012	7646169018 DEC 10 201	MONTHLY BILLING RGB ELECTRIC
	COM ED Total		**761.87**			
561	**COMBINED CHARITIES CAMPAIGN**					
			269.84	12/14/2012	PR20121214_561	PR 20121214 deductions
	COMBINED CHARITIES CAMPAIGN Total		**269.84**			
562	**COMPLETE VENDING SERVICE INC**					
		71932	200.40	12/06/2012	136690	COFFEE SUPPLIES
		72044	197.30	12/06/2012	13659	COFFEE SUPPLIES
	COMPLETE VENDING SERVICE INC Total		**397.70**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
564	COMCAST OF CHICAGO INC					
			9.95	12/06/2012	112512CH	MONTHLY BILLING
			18.93	12/06/2012	112512FD	SVC 12-07-12 TO 1-6-13
			12.62	12/06/2012	112712PW	MONTHLY BILLING
	COMCAST OF CHICAGO INC Total		**41.50**			
570	COMTELCO INDUSTRIES INC					
		73901	1,508.88	12/06/2012	198154	MISC SUPPLIES
	COMTELCO INDUSTRIES INC Total		**1,508.88**			
577	HEWLETT PACKARD COMPANY					
		73970	1,578.98	12/13/2012	52088708	MISC COMPUTER PARTS
	HEWLETT PACKARD COMPANY Total		**1,578.98**			
579	COMMUNICATIONS DIRECT INC					
		71801	11,100.00	12/06/2012	IN114302	FCC REGULATION BASE STN SWA
	COMMUNICATIONS DIRECT INC Total		**11,100.00**			
589	CONSUMER REPORTS					
			26.00	12/13/2012	0031846926-13	SUBSCRIPTION MSHORTALL
	CONSUMER REPORTS Total		**26.00**			
599	CONSERV FS					
		73999	800.00	12/13/2012	1648365-IN	INVENTORY ITEMS
	CONSERV FS Total		**800.00**			
630	CROSSBOW INDUSTRIAL WATER					
		71933	391.68	12/06/2012	2095190	LAB SUPPLIES
	CROSSBOW INDUSTRIAL WATER Total		**391.68**			
652	LINAS DARGIS					
			21.30	12/13/2012	122112	LUNCH EXPENSE
			97.18	12/06/2012	120312	MATS FOR PD EXERCISE ROOM
	LINAS DARGIS Total		**118.48**			
655	JOE DAVILA					
			275.00	12/06/2012	102312	iNSTRUCTOR II REIMB
	JOE DAVILA Total		**275.00**			
699	THOMAS DIEHL					
			90.26	12/14/2012	121012	BOOT REIMBURSEMENT

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	THOMAS DIEHL Total		**90.26**			
726	**DONS SHARPENING CENTRE INC**					
		74045	62.00	12/13/2012	147978	REPAIR BLOWER
		74040	150.00	12/13/2012	148026	SVC CHAINSAWS
	DONS SHARPENING CENTRE INC Total		**212.00**			
738	**ERIKA DRENNAN**					
			138.00	12/06/2012	121112	PER DIEM 12-11 THRU 12-14
	ERIKA DRENNAN Total		**138.00**			
750	**DUKANE CONTRACT SERVICES**					
		73978	245.00	12/06/2012	120536	PWR WASH SUB STATIONS
	DUKANE CONTRACT SERVICES Total		**245.00**			
767	**EAGLE ENGRAVING INC**					
		71829	451.20	12/13/2012	2012-2655	KUTTNER ENGRAVING
	EAGLE ENGRAVING INC Total		**451.20**			
776	**HD SUPPLY WATERWORKS**					
		73872	371.70	12/06/2012	5771633	FLOAT SWILTCH
	HD SUPPLY WATERWORKS Total		**371.70**			
778	**E J EQUIPMENT INC**					
		73784	458.01	12/13/2012	0053486	MISC SUPPLIES
			-72.75	12/13/2012	0053775	CREDIT ON INVOICE
	E J EQUIPMENT INC Total		**385.26**			
789	**HUGHES UTILITIES LTD**					
		73295	23,016.00	12/06/2012	2100208-00	INVENTORY ITEMS
		73881	147.00	12/13/2012	2141154-01	INVENTORY ITEMS
		73155	83,187.00	12/13/2012	2090401-01	INVENTORY ITEMS
		73155	166,374.00	12/13/2012	2090401-00	INVENTORY ITEMS
	HUGHES UTILITIES LTD Total		**272,724.00**			
790	**ELGIN PAPER CO**					
		73950	405.61	12/06/2012	552956	INVENTORY ITEMS
	ELGIN PAPER CO Total		**405.61**			
806	**EMERGENCY VEHICLE SERVICE INC**					
		73941	161.50	12/06/2012	1325	SVC UNIT 102

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	EMERGENCY VEHICLE SERVICE INC Total		**161.50**			
825	**EO SCHWEITZER MFG CO LLC**					
		73579	10,900.00	12/14/2012	1159-9838	INVENTORY ITEMS
	EO SCHWEITZER MFG CO LLC Total		**10,900.00**			
833	**E&T GLASS & MIRROR**					
		73849	113.53	12/06/2012	A0085255	WINDOW FOR FORKLIFT
	E&T GLASS & MIRROR Total		**113.53**			
858	**FEDERAL EXPRESS CORP**					
			24.23	12/13/2012	2-102-85208	SHIPPING CHARGES
	FEDERAL EXPRESS CORP Total		**24.23**			
859	**FEECE OIL CO**					
		73976	1,216.42	12/06/2012	3231629	INVENTORY ITEMS
		74023	5,210.00	12/13/2012	1255325	INVENTORY ITEMS
	FEECE OIL CO Total		**6,426.42**			
868	**FINE LINE CREATIVE ARTS**					
			1,750.00	12/06/2012	VCCFIN1012	HTD MAY-OCT 2012
	FINE LINE CREATIVE ARTS Total		**1,750.00**			
870	**FIRE PENSION FUND**					
			15,159.40	12/14/2012	PR20121214_870	PR 20121214 deductions
	FIRE PENSION FUND Total		**15,159.40**			
913	**FOX VALLEY CONCERT BAND**					
			1,125.00	12/06/2012	VCCFOX112	HTD MAY-OCT 2012
	FOX VALLEY CONCERT BAND Total		**1,125.00**			
916	**FOX VALLEY FIRE & SAFETY INC**					
		72141	113.65	12/13/2012	728785	SVC FS#1
	FOX VALLEY FIRE & SAFETY INC Total		**113.65**			
928	**FRANKS EMPLOYMENT INC**					
		73825	846.48	12/13/2012	82181	WEEKLY BILLING
		73825	846.48	12/06/2012	82142	GIS TECH
	FRANKS EMPLOYMENT INC Total		**1,692.96**			
932	**CIT**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		71911	34.36	12/06/2012	16070569	RO#46556
		73952	306.30	12/06/2012	16071138	INVENTORY ITEMS
		71911	151.99	12/06/2012	16071337	RO#46592
		74003	1,536.81	12/13/2012	16071762	INVENTORY ITEMS
	CIT Total		**2,029.46**			
944	**GALLS AN ARAMARK COMPANY**					
		71964	226.99	12/06/2012	000171280	POLICE DEPT UNIFORMS
		71964	22.95	12/06/2012	000176438	MISC POLICE DEPT UNIFORMS
	GALLS AN ARAMARK COMPANY Total		**249.94**			
986	**GOODYS**					
			103.85	12/13/2012	121112	OT MEALS WW AND WATER DEPT
	GOODYS Total		**103.85**			
988	**GORSKI & GOOD**					
			2,135.69	12/13/2012	22220	LEGAL NOVEMBER 2012
		72187	1,240.00	12/13/2012	22221	LEGAL NOVEMBER 2012
			1,000.00	12/06/2012	1117-1123	LIQUOR VIOLATIONS
			4,461.61	12/13/2012	22213	LEGAL NOVEMBER 2012
			400.00	12/13/2012	22214	LEGAL NOVEMBER 2012
		72187	120.00	12/13/2012	22215	HAHN EASEMENT/RESNICK
			2,045.79	12/13/2012	22212	LEGAL NOVEMBER 2012
		72122	1,480.00	12/13/2012	22216	LEGAL NOVEMBER 2012
			740.00	12/13/2012	22217	LEGAL NOVEMBER 2012
			1,000.00	12/13/2012	22218	LEGAL NOVEMBER 2012
			300.00	12/13/2012	22219	LEGAL NOVEMBER 2012
			1,780.00	12/13/2012	22209	LEGAL NOVEMBER 2012
			440.00	12/13/2012	22211	LEGAL NOVEMBER 2012
	GORSKI & GOOD Total		**17,143.09**			
1006	**ST CHARLES CONVENTION**					
			43,875.00	12/06/2012	VCCGRE1012	HTD MAY-OCT 2012
	ST CHARLES CONVENTION Total		**43,875.00**			
1026	**HACH COMPANY**					
		73884	163.10	12/06/2012	8031704	INVENTORY ITEMS
		73953	151.55	12/13/2012	8041720	INVENTORY ITEMS
	HACH COMPANY Total		**314.65**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
1036	**HARRIS BANK NA**					
			1,320.00	12/14/2012	PR20121214_1036	PR 20121214 deductions
	HARRIS BANK NA Total		**1,320.00**			
1038	**BMO HARRIS BANK NA**					
			1,250.00	12/06/2012	4030174	CUSTODIAL SERVICES
	BMO HARRIS BANK NA Total		**1,250.00**			
1055	**HEINZ BROTHERS INC**					
		73548	1,780.80	12/06/2012	161409802	GREENS FOR DT BRIDGES
	HEINZ BROTHERS INC Total		**1,780.80**			
1089	**ARENDS HOGAN WALKER LLC**					
		73874	233.96	12/06/2012	214904	BATTERY REPLACEMENT
	ARENDS HOGAN WALKER LLC Total		**233.96**			
1106	**HSBC BUSINESS SOLUTIONS**					
		74050	31.76	12/14/2012	233311646000	REFRESHMENTS CD WRKSHP
		74061	173.46	12/06/2012	233515146000	INVENTORY ITEMS
		74159	76.23	12/13/2012	234128351000	MISC VENDING MACHINE
	HSBC BUSINESS SOLUTIONS Total		**281.45**			
1113	**HUFF & HUFF INC**					
		73772	646.01	12/13/2012	1211055	SERVICES THRU 11/25/12
	HUFF & HUFF INC Total		**646.01**			
1133	**IBEW LOCAL 196**					
			636.66	12/14/2012	PR20121214_1133	PR 20121214 deductions
	IBEW LOCAL 196 Total		**636.66**			
1135	**AT&T**					
			4,541.84	12/13/2012	3997249103	MONTHLY BILLING NOVEMBER 20
	AT&T Total		**4,541.84**			
1143	**ID ENHANCEMENTS INC**					
		73954	66.00	12/06/2012	2012-502721	INVENTORY ITEMS
	ID ENHANCEMENTS INC Total		**66.00**			
1170	**ILLINOIS PAPER AND COPIER CO**					
		73808	1,118.80	12/06/2012	IN21537	INVENTORY ITEMS

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	ILLINOIS PAPER AND COPIER CO Total		**1,118.80**			
1175	**MARBERRY CLEANERS &**					
		71823	13.70	12/13/2012	100062	MISC CLEANING
	MARBERRY CLEANERS & Total		**13.70**			
1193	**ILLINOIS DEPT OF**					
			19,421.00	12/13/2012	102712	UNEMPLOYMENT STATMENT
	ILLINOIS DEPT OF Total		**19,421.00**			
1216	**INDUSTRIAL SYSTEMS LTD**					
		73867	6,048.00	12/14/2012	17619	GALLONS THERMAPOINT S
	INDUSTRIAL SYSTEMS LTD Total		**6,048.00**			
1218	**INFECTION CONTROL/EMERGING CON**					
			350.00	12/13/2012	4526	CLASS FOR M FRIEL
	INFECTION CONTROL/EMERGING CON Total		**350.00**			
1222	**INGERSOLL & ASSOCIATES**					
		73908	142.02	12/13/2012	023278	3 INCH RED RIBBON
	INGERSOLL & ASSOCIATES Total		**142.02**			
1223	**INITIAL IMPRESSIONS EMBROIDERY**					
		73511	20.15	12/13/2012	L45364	UNIFORMS
		73541	65.16	12/13/2012	L45365	UNIFORMS
		73509	789.68	12/14/2012	L45096	UNIFORMS
		73506	234.35	12/13/2012	L45108	UNIFORMS
		71965	94.30	12/06/2012	L45222	UNIFORMS
	INITIAL IMPRESSIONS EMBROIDERY Total		**1,203.64**			
1225	**INSIGHT PUBLIC SECTOR**					
		73916	225.19	12/06/2012	1100289499	TONER CABLE KEYBRD MOUSE
	INSIGHT PUBLIC SECTOR Total		**225.19**			
1246	**ICC-INTERNATIONAL CODE COUNCIL**					
			70.00	12/06/2012	120412TM	CERT RENEWALS T MEDERNACH
	ICC-INTERNATIONAL CODE COUNCIL Total		**70.00**			
1251	**INTERNATIONAL CODE COUNCIL**					
			125.00	12/13/2012	2922377	MEMBERSHIP

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	INTERNATIONAL CODE COUNCIL Total		**125.00**			
1270	**JACKSON HIRSH INC**					
		73931	61.61	12/06/2012	0847908	MISC SUPPLIES
	JACKSON HIRSH INC Total		**61.61**			
1286	**JG UNIFORMS INC**					
		72825	189.25	12/06/2012	28909	VEST COVER
	JG UNIFORMS INC Total		**189.25**			
1312	**KALE UNIFORMS**					
		72942	270.09	12/13/2012	813461	FIRE DEPT UNIFORMS
	KALE UNIFORMS Total		**270.09**			
1313	**KANE COUNTY RECORDERS OFFICE**					
			9.00	12/13/2012	2000K037389	PHOTO COPIES CDEVELOPMENT
			7.00	12/13/2012	2003K096096	PHOTO COPY DEV ENGINEERING
			36.00	12/13/2012	269904	AMENDMENTS
	KANE COUNTY RECORDERS OFFICE Total		**52.00**			
1326	**KANE COUNTY WATER ASSOC**					
			100.00	12/13/2012	121112	SEMINAR
	KANE COUNTY WATER ASSOC Total		**100.00**			
1329	**KANE COUNTY PLANNERS**					
			-35.00	12/06/2012	120712A	CREDIT R TUNGARE
			105.00	12/06/2012	120712	HOLIDAY FORUM CD STAFF
	KANE COUNTY PLANNERS Total		**70.00**			
1334	**KANE COUNTY ANIMAL CONTROL**					
		71830	300.00	12/13/2012	120512	SVC NOVEMBER 2012
	KANE COUNTY ANIMAL CONTROL Total		**300.00**			
1353	**SUSAN KEMPH**					
			226.14	12/13/2012	120412	REIMBURSEMENT PETTY CASH
	SUSAN KEMPH Total		**226.14**			
1387	**KONICA MINOLTA BUS SOLUTIONS**					
		72610	941.90	12/06/2012	222867718	SVC 10-8 TO 11-7-12
	KONICA MINOLTA BUS SOLUTIONS Total		**941.90**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
1403	WEST VALLEY GRAPHICS & PRINT					
		73956	102.75	12/06/2012	8075	INVENTORY ITEMS
		72051	233.50	12/13/2012	8093	PRINTING TIME EARNED FORMS
		72051	549.00	12/13/2012	8108	POLICE SURVEY MAILER
	WEST VALLEY GRAPHICS & PRINT Total		**885.25**			
1409	ANDREW LAMELA					
			55.00	12/13/2012	121112	UNIFORM ALLOWANCE
	ANDREW LAMELA Total		**55.00**			
1412	JOHN LAMB					
			92.13	12/13/2012	120712	MILEAGE REIMBURSEMENT
	JOHN LAMB Total		**92.13**			
1463	LINA					
		72167	14,129.61	12/06/2012	113012	MONTHLY PREMIUM
	LINA Total		**14,129.61**			
1482	ARTHUR J LOOTENS & SON INC					
		71904	193.50	12/06/2012	FDIN 7133	TIPPING FEE
	ARTHUR J LOOTENS & SON INC Total		**193.50**			
1489	LOWES					
		73945	126.58	12/06/2012	01913	INVENTORY ITEMS
			12.32	12/06/2012	01914	HEX BIT
		73923	194.03	12/06/2012	02389	HITACHI COMBO SET
		71827	26.86	12/06/2012	02852	MISC SUPPLIES
		73944	55.84	12/06/2012	02858	INVENTORY ITEMS
		73839	410.40	12/06/2012	79567	INVENTORY ITMES
		71955	14.00	12/13/2012	02794	MISC HARDWARE
		71955	46.45	12/06/2012	02797	MISC SUPPLIES
		71827	36.99	12/06/2012	02425	RED OAK BOARD
		73352	537.66	12/13/2012	75322C	INVENTORY ITEMS
		71827	59.85	12/06/2012	02930A	
		71827	141.50	12/13/2012	02603B	
			-83.50	12/06/2012	15124	CREDIT INV#2351
			-12.32	12/06/2012	02732A	CREDIT IN#01914
		71955	12.33	12/13/2012	02074	MISC HARDWARE
		72366	6.06	12/06/2012	02128	SMALL SOCKET
		71955	6.29	12/06/2012	02962	DOOR SWEEP

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		73991	204.20	12/13/2012	02150A	100 CT LED LITES
		73969	127.20	12/13/2012	02152C	40 FT OUTDR EXTNSN
		71827	398.27	12/06/2012	02351A	MISC SUPPLIES
	LOWES Total		**2,321.01**			
1518	**MANAGEMENT ASSOC OF ILLINOIS**					
		73551	5,200.00	12/13/2012	53934	NOV TRAINING SESSIONS
	MANAGEMENT ASSOC OF ILLINOIS Total		**5,200.00**			
1523	**NICHOLAS MARQUI**					
			175.00	12/13/2012	120612	BOOT REIMBURSEMENT
	NICHOLAS MARQUI Total		**175.00**			
1532	**MARSHALLS TOWING & RECOVERY**					
		71967	100.00	12/13/2012	17458	TOWING POLICE DEPT
	MARSHALLS TOWING & RECOVERY Total		**100.00**			
1550	**MASCAL ELECTRIC INC**					
		73974	2,060.51	12/06/2012	1312813	REPAIR RASWAS PUMP CNTRLS
		73974	272.50	12/06/2012	1312837	TROUBLESHOOT PUMP CONTROL
		73974	218.00	12/06/2012	1313046	INSTL ALARM OZONE GEN
		73979	1,848.64	12/06/2012	1313177	SVC BASEBOARD HEAT PD
	MASCAL ELECTRIC INC Total		**4,399.65**			
1556	**NIKOS TOOLS LLC**					
		74005	42.15	12/13/2012	62144	PRYBAR TOOL
	NIKOS TOOLS LLC Total		**42.15**			
1559	**MAURINE PATTEN ED D**					
		71936	140.00	12/06/2012	112612	SVC 11-26-12
	MAURINE PATTEN ED D Total		**140.00**			
1571	**MCCANN INDUSTRIES INC**					
		73887	304.04	12/06/2012	07153232	INVENTORY ITEMS
	MCCANN INDUSTRIES INC Total		**304.04**			
1600	**MENDEL PLUMBING & HEATING INC**					
		73988	301.00	12/06/2012	W84445	WATER HEATER REPAIR
	MENDEL PLUMBING & HEATING INC Total		**301.00**			
1604	**METRO TANK AND PUMP COMPANY**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		73835	1,177.62	12/06/2012	10851	YEARLY INSPECT FUEL SYSTEM
	METRO TANK AND PUMP COMPANY Total		**1,177.62**			
1613	**METROPOLITAN ALLIANCE OF POL**					
			891.00	12/14/2012	PR20121214_1613	PR 20121214 deductions
	METROPOLITAN ALLIANCE OF POL Total		**891.00**			
1614	**MEYER MATERIAL**					
		72348	410.62	12/06/2012	703918814	CONCRETE
	MEYER MATERIAL Total		**410.62**			
1666	**ST CHARLES SINGERS**					
			2,750.00	12/06/2012	VCCMOS1012	HTD MAY-OCT 2012
	ST CHARLES SINGERS Total		**2,750.00**			
1668	**FERGUSON ENTERPRISES INC**					
		74006	17.07	12/13/2012	1841186	INVENTORY ITEMS
	FERGUSON ENTERPRISES INC Total		**17.07**			
1704	**NCPERS IL IMRF**					
			32.00	12/14/2012	PR20121214_1704	PR 20121214 deductions
	NCPERS IL IMRF Total		**32.00**			
1709	**NEOPOST INC**					
		73126	196.14	12/06/2012	49276173	MONTHLY MAINTENANCE NOV/DE
	NEOPOST INC Total		**196.14**			
1720	**NEXTEL COMMUNICATIONS**					
			223.97	12/06/2012	399700511-129	SVC 10-18 TO 11-17-12
	NEXTEL COMMUNICATIONS Total		**223.97**			
1724	**NICOMM LLC**					
		73932	375.00	12/06/2012	1975	SERVICE CALL STATION 3
	NICOMM LLC Total		**375.00**			
1731	**CHICAGOLAND THEATER CO INC**					
			1,875.00	12/06/2012	VCCREP1012	HTD MAY-OCT 2012
	CHICAGOLAND THEATER CO INC Total		**1,875.00**			
1741	**NORTHERN ILLINOIS REAL ESTATE**					
		74048	750.00	12/06/2012	21115	1/2 PAGE 4 COLOR AD

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	NORTHERN ILLINOIS REAL ESTATE Total		**750.00**			
1745	**NICOR**					
			54.05	12/06/2012	1000 9 NOV 28 2012	1407 PRAIRIE ST
			92.43	12/13/2012	1000 1 DEC 6 2012	2561 DUKANE DR
			34.00	12/13/2012	4625 3 NOV 30 2012	2602 WOODWARD DR
			31.74	12/13/2012	1000 3 DEC 4 2012	SS CRANE RD
			149.84	12/13/2012	2485 8 DEC 6 2012	454 37TH AVE
			5,395.81	12/06/2012	8317 9 NOV 28 2012	2 DEVERAUX WAY
			86.90	12/13/2012	8642 6 DEC 6 2012	1405 DUNHAM RD
			35.36	12/13/2012	0847 6 DEC 3 2012	4400 ROYAL FOX DR
	NICOR Total		**5,880.13**			
1757	**NOVINIUM INC**					
		72322	12,542.40	12/06/2012	207345	SVC NOV 13-16
		72322	3,192.20	12/13/2012	207412	SVC 11-19 TO 11-20-12
	NOVINIUM INC Total		**15,734.60**			
1784	**VEOLIA ENVIRONMENTAL SERVICES**					
		73609	6,230.03	12/06/2012	228548753	DISPOSAL SERVICE
	VEOLIA ENVIRONMENTAL SERVICES Total		**6,230.03**			
1797	**PACE SUBURBAN BUS**					
		72317	5,843.30	12/13/2012	227976	SVC SEPTEMBER 2012
	PACE SUBURBAN BUS Total		**5,843.30**			
1808	**PARAGON MICRO INC**					
		73778	589.50	12/13/2012	159624	CAMERA EQUIPMENT
	PARAGON MICRO INC Total		**589.50**			
1814	**PATTEN INDUSTRIES INC**					
		71912	86.33	12/13/2012	P50C0801837	MISC PARTS FLEET DEPT
		71912	29.04	12/14/2012	P50C0802216	SEAL O RING
		71912	107.90	12/14/2012	P50C0802417	CAP AND GAGE VEH 1920
	PATTEN INDUSTRIES INC Total		**223.27**			
1825	**PEDERSEN COMPANY**					
		73729	136,005.00	12/13/2012	2012-3612	FALL PLANT SE & NE
		73729	28,075.00	12/13/2012	2012-3613	FALL PLANT SE & NE
	PEDERSEN COMPANY Total		**164,080.00**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
1861	**POLICE PENSION FUND**					
			16,629.69	12/14/2012	PR20121214_1861	PR 20121214 deductions
	POLICE PENSION FUND Total		**16,629.69**			
1890	**LEGAL SHIELD**					
			207.89	12/14/2012	PR20121214_1890	PR 20121214 deductions
	LEGAL SHIELD Total		**207.89**			
1898	**PRIORITY PRODUCTS INC**					
		73846	125.00	12/06/2012	822372	BOLTS
	PRIORITY PRODUCTS INC Total		**125.00**			
1900	**PROVIDENT LIFE & ACCIDENT**					
			26.76	12/14/2012	PR20121214_1900	PR 20121214 deductions
	PROVIDENT LIFE & ACCIDENT Total		**26.76**			
1925	**QUALITY FASTENERS INC**					
		73814	326.00	12/06/2012	16267	INVENTORY ITEMS
		73890	395.00	12/06/2012	16268	INVENTORY ITEMS
		73905	25.00	12/06/2012	16269	INVENTORY ITEMS
	QUALITY FASTENERS INC Total		**746.00**			
1945	**JOSEPH R RAMOS**					
			275.00	12/06/2012	110-4-111612	SVC 11-15-12
	JOSEPH R RAMOS Total		**275.00**			
1953	**RBS PACKAGING INC**					
		73958	203.80	12/06/2012	2024547	INVENTORY ITEMS
	RBS PACKAGING INC Total		**203.80**			
1993	**RENTAL MAX LLC**					
		74017	55.50	12/13/2012	13-206797-02	CHAIN SAW REPAIR
	RENTAL MAX LLC Total		**55.50**			
2000	**PRESERVATION PARTNERS OF**					
			2,250.00	12/06/2012	VCCPRE1012	HTD MAY-OCT 2012
	PRESERVATION PARTNERS OF Total		**2,250.00**			
2010	**RIGGS BROS INC**					
		74029	175.00	12/13/2012	112110	V#1779 RO#46631

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	RIGGS BROS INC Total		**175.00**			
2021	**ROADWAY TOWING**					
		72157	78.00	12/06/2012	446110	SVC VEH#1740,1756,1752
	ROADWAY TOWING Total		**78.00**			
2032	**POMPS TIRE SERVICE INC**					
		71918	1,868.40	12/06/2012	640005877	MATERIAL AND LABOR
		73409	8,895.00	12/13/2012	640006137	COATS HD BALANCER
		71918	319.15	12/13/2012	640006244	UNIT 5099 LABOR/MATERIALS
		71918	319.15	12/13/2012	640006244	UNIT 5099 LABOR/MATERIALS
		71918	-319.15	12/13/2012	640006244	UNIT 5099 LABOR/MATERIALS
		71918	-319.15	12/13/2012	640006244	UNIT 5099 LABOR/MATERIALS
		74054	319.15	12/13/2012	640006244A	INVENTORY ITEMS
	POMPS TIRE SERVICE INC Total		**11,082.55**			
2052	**SAFETY SUPPLY ILLINOIS CORP**					
		73661	132.36	12/06/2012	1902544125	INVENTORY ITEMS
	SAFETY SUPPLY ILLINOIS CORP Total		**132.36**			
2064	**SANTANNA NATURAL GAS CORP**					
			2,538.55	12/06/2012	120112	MONTHLY BILLING
	SANTANNA NATURAL GAS CORP Total		**2,538.55**			
2076	**ST CHARLES HERITAGE CENTER**					
			8,312.50	12/06/2012	VCCSCH1012	HTD MAY-OCT 2012
	ST CHARLES HERITAGE CENTER Total		**8,312.50**			
2101	**SCULPTURE IN THE PARK**					
			625.00	12/06/2012	VCCSCU1012	HTD MAY-OCT 2012
	SCULPTURE IN THE PARK Total		**625.00**			
2102	**SEAGRAVE FIRE APPARATUS LLC**					
		71920	341.82	12/13/2012	0077568	HOOK ASSEMBLY
	SEAGRAVE FIRE APPARATUS LLC Total		**341.82**			
2163	**SKYLINE TREE SERVICE &**					
		72055	19,000.00	12/06/2012	1059	EAB PHASE 1 REMOVALS
		72055	18,500.00	12/13/2012	1060	EAB PHASE 1 REMOVALS
	SKYLINE TREE SERVICE & Total		**37,500.00**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
2181	SOUTHERN IL UNIV EDWARDSVILLE					
			495.00	12/13/2012	1207	CROSS CONNCTION DMARTIN JUN
	SOUTHERN IL UNIV EDWARDSVILLE Total		**495.00**			
2195	ADAM STANDER					
			21.30	12/13/2012	122112	LUNCH EXPENSE
	ADAM STANDER Total		**21.30**			
2199	STARBEAM SUPPLY CO					
		73960	230.82	12/06/2012	276397	D BATTERIES
	STARBEAM SUPPLY CO Total		**230.82**			
2206	STAPLES CONTRACT & COMMERCIAL					
		73767	106.41	12/06/2012	8023587056	OFFICE SUPPLIES
		73906	114.88	12/06/2012	8023723126	OFFICE SUPPLIES
		73926	69.82	12/06/2012	8023723126A	OFFICE SUPPLIES
	STAPLES CONTRACT & COMMERCIAL Total		**291.11**			
2212	CITY OF ST CHARLES					
			12,792.16	12/04/2012	12-102012	CASHIERS CHECK FOR INVOICE R
			27,415.85	12/14/2012	PR20121214_2212	PR 20121214 deductions
	CITY OF ST CHARLES Total		**40,208.01**			
2216	ST CHARLES PARK DISTRICT					
		74097	5,470.00	12/13/2012	397	MOWING SERVICES 2012
	ST CHARLES PARK DISTRICT Total		**5,470.00**			
2222	ST CHARLES MEMORIAL WORKS					
		73730	2,500.00	12/04/2012	113012	BRONZE PLAQUES FOR RBB
	ST CHARLES MEMORIAL WORKS Total		**2,500.00**			
2229	SOURCE ONE					
		72524	20.98	12/06/2012	360624	OFFICE SUPPLIES
		73935	22.99	12/06/2012	360703	OFFICE SUPPLIES
		71822	119.99	12/06/2012	360712	POLICE DEPT OFFICE SUPPLIES
		73973	47.99	12/06/2012	360818	LOCK BOX OFFICE SUPPLIES
		71822	240.92	12/06/2012	360855	POLICE DEPT OFFICE SUPPLIES
		71822	159.96	12/13/2012	360891	POLICE DEPT OFFICE SUPPLIES
		71822	31.96	12/13/2012	360901	POLICE DEPT OFFICE SUPPLIES
		71924	144.95	12/13/2012	360955	MISC OFFICE SUPPLIES PW

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	SOURCE ONE Total		**789.74**			
2234	**STEEL BEAM THEATRE**					
			2,350.00	12/06/2012	VCCSTE1012	HTD MAY-OCT 2012
	STEEL BEAM THEATRE Total		**2,350.00**			
2235	**STEINER ELECTRIC COMPANY**					
		72107	915.20	12/14/2012	003983762003	INVENTORY ITEMS
		73203	377.93	12/13/2012	004088841001	GENERATOR MAINTENANCE
		73203	385.46	12/13/2012	004088843001	GENERATOR MAINTENANCE
		73203	374.25	12/13/2012	004087665001	GENERATOR MAINTENANCE
		73203	380.92	12/13/2012	004088634001	GENERATOR MAINTENANCE
		73203	381.48	12/13/2012	004088650001	GENERATOR MAINTENANCE
		73203	835.32	12/13/2012	004088656001	GENERATOR MAINTENANCE
		73203	533.31	12/13/2012	004088714001	GENERATOR MAINTENANCE
		73203	381.48	12/13/2012	004088637001	GENERATOR MAINTENANCE
		73203	380.92	12/13/2012	004088649001	GENERATOR MAINTENANCE
		73203	374.19	12/13/2012	004088812001	GENERATOR MAINTENANCE
		73203	377.81	12/13/2012	004088827001	GENERATOR MAINTENANCE
		73203	549.52	12/13/2012	004088834001	GENERATOR MAINTENANCE
		73203	385.78	12/13/2012	004088835001	GENERATOR MAINTENANCE
		73203	1,717.69	12/13/2012	004091188001	GENERATOR MAINTENANCE
		73203	697.50	12/13/2012	004092401001	GENERATOR MAINTENANCE
			-90.92	12/06/2012	004151415002	CREDIT IN#004151415001
		73961	262.71	12/06/2012	004164278001	INVENTORY ITEMS
		74008	153.44	12/13/2012	004165803001	INVENTORY ITEMS
		74117	4.27	12/13/2012	004183244001	INVENTORY ITEMS
		73203	382.17	12/13/2012	004088857001	GENERATOR MAINTENANCE
		73203	382.73	12/13/2012	004088861001	GENERATOR MAINTENANCE
		73203	382.67	12/13/2012	004088867001	GENERATOR MAINTENANCE
		73203	374.94	12/13/2012	004088886001	GENERATOR MAINTENANCE
		73203	354.64	12/13/2012	004089938001	GENERATOR MAINTENANCE
		73203	374.34	12/13/2012	004091181001	GENERATOR MAINTENANCE
	STEINER ELECTRIC COMPANY Total		**11,629.75**			
2238	**STEPHEN A LASER ASSOCIATES**					
			1,500.00	12/13/2012	2003139	PUBLIC SAFETY POFFICER ASSMN
	STEPHEN A LASER ASSOCIATES Total		**1,500.00**			
2250	**STREICHERS**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
			-239.97	12/13/2012	CM259578	CREIDT INVOICE I964354
			239.97	12/13/2012	I964354	MISC UNIFORMS POLICE DEPT
			179.98	12/13/2012	I970629	SAMPLES
	STREICHERS Total		**179.98**			
2255	**SUBURBAN LABORATORIES INC**					
		71813	60.00	12/06/2012	23119	ANALYTICAL SVCS
	SUBURBAN LABORATORIES INC Total		**60.00**			
2268	**SUNBELT RENTALS INC**					
		73833	1,273.00	12/13/2012	37534537-001	SWEEPER/SCRUBBER PARTS
	SUNBELT RENTALS INC Total		**1,273.00**			
2295	**MICHAEL TANNENBAUM**					
			140.00	12/06/2012	113012	SAFETY FOOTWEAR
	MICHAEL TANNENBAUM Total		**140.00**			
2301	**GENERAL CHAUFFERS SALES DRIVER**					
			2,335.50	12/14/2012	PR20121214_2301	PR 20121214 deductions
	GENERAL CHAUFFERS SALES DRIVER Total		**2,335.50**			
2316	**THOMPSON AUTO SUPPLY INC**					
		73963	153.04	12/06/2012	2-217460	INVENTORY ITEMS
		72831	19.87	12/06/2012	2-218094	INVENTORY ITEMS
		74066	66.33	12/13/2012	2-219103	INVENTORY ITEMS
		74118	78.22	12/13/2012	2-219169	INVENTORY ITEMS
	THOMPSON AUTO SUPPLY INC Total		**317.46**			
2351	**TREASURER OF VIRGINIA**					
			125.38	12/14/2012	PR20121214_2351	PR 20121214 deductions
	TREASURER OF VIRGINIA Total		**125.38**			
2392	**UNIFORMITY INC**					
		74079	222.04	12/13/2012	IN214658	FIRE DEPT UNIFORMS
		74079	14.95	12/06/2012	IN214511	FIRE DEPT UNIFORMS
		74079	47.81	12/06/2012	IN214442	FIRE DEPT UNIFORMS
	UNIFORMITY INC Total		**284.80**			
2397	**UNIV OF IL EXTENSION KANE CNTY**					
		74026	800.00	12/06/2012	030512-A	

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	UNIV OF IL EXTENSION KANE CNTY Total		**800.00**			
2401	**UNIVERSAL UTILITY SUPPLY INC**					
		74047	1,488.93	12/06/2012	3013877	MISC PARTS
		73501	2,493.54	12/06/2012	3013917	INVENTORY ITEMS
		74119	111.00	12/13/2012	3013947	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		**4,093.47**			
2403	**UNITED PARCEL SERVICE**					
			29.35	12/06/2012	0000650961472	SHIPPING CHARGES
			39.30	12/13/2012	0000650961482	WEEKLY SHIPPING CHARGES
	UNITED PARCEL SERVICE Total		**68.65**			
2410	**VALLEY LOCK CO**					
		73918	57.50	12/13/2012	53303	IDOT GARAGE KEYS
	VALLEY LOCK CO Total		**57.50**			
2421	**ROBERT VANN**					
			80.61	12/13/2012	121012	
			94.12	12/13/2012	121212	REIMBURSEMENT PETTY CASH
	ROBERT VANN Total		**174.73**			
2425	**VEHICLE MAINTENANCE PROGRAM**					
		73894	135.50	12/06/2012	INV-202282	INVENTORY ITEMS
	VEHICLE MAINTENANCE PROGRAM Total		**135.50**			
2429	**VERIZON WIRELESS**					
			200.66	12/06/2012	2834314735	SVC 10-24 TO 11-23-12
	VERIZON WIRELESS Total		**200.66**			
2463	**WALMART COMMUNITY**					
		74013	8.80	12/06/2012	01633	INVENTORY ITEMS
	WALMART COMMUNITY Total		**8.80**			
2473	**WASCO TRUCK REPAIR CO**					
		72086	202.00	12/06/2012	122270	SVC STREET & SEWER
		72086	65.00	12/06/2012	122300	SVC V#2015, 1715
		72086	95.50	12/13/2012	122322	TRUCK TESTING
		72086	42.50	12/13/2012	122396	TRUCK TESTING
		72086	85.50	12/06/2012	122130	SVC VEH#1746,2124,1858

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	WASCO TRUCK REPAIR CO Total		**490.50**			
2478	**WATER PRODUCTS AURORA**					
		73895	1,557.47	12/06/2012	0236590	INVENTORY ITEMS
		73896	929.02	12/06/2012	0236591	INVENTORY ITEMS
		73907	789.36	12/06/2012	0236592	INVENTORY ITEMS
	WATER PRODUCTS AURORA Total		**3,275.85**			
2495	**WEST SIDE TRACTOR SALES CO**					
		71849	1,650.00	12/06/2012	106148	BACKHOE RENTAL
		73696	1,120.00	12/13/2012	B01585	36" BUCKET FOR JOHN DEERE
		73965	333.14	12/13/2012	N81861	INVENTORY ITEMS
		74067	327.64	12/13/2012	N81862	INVENTORY ITEMS
	WEST SIDE TRACTOR SALES CO Total		**3,430.78**			
2501	**HT**					
		73921	6,775.00	12/13/2012	454665-001	SPECIAL EVENT TRAFFICE CONTR
	HT Total		**6,775.00**			
2506	**WESCO DISTRIBUTION INC**					
		73723	887.40	12/06/2012	735662	INVENTORY ITEMS
		73433	987.50	12/13/2012	738121	INVENTORY ITEMS
		73897	550.00	12/13/2012	738122	INVENTORY ITEMS
		73966	4,930.00	12/13/2012	738123	INVENTORY ITEMS
	WESCO DISTRIBUTION INC Total		**7,354.90**			
2544	**WRONA BROS INC**					
		73856	315.00	12/06/2012	0102758-001	TIME CLOCK
	WRONA BROS INC Total		**315.00**			
2545	**GRAINGER INC**					
		73972	480.00	12/06/2012	9000769522	CABINET
		71809	912.61	12/06/2012	9979896736	INVERTER CHARGER
	GRAINGER INC Total		**1,392.61**			
2630	**ZIEBELL WATER SERVICE PRODUCTS**					
		74014	317.85	12/13/2012	218754-000	INVENTORY ITEMS
	ZIEBELL WATER SERVICE PRODUCTS Total		**317.85**			
2631	**ZIMMERMAN FORD INC**					
		71923	5,055.63	12/06/2012	S43-1112	SVC FLEET NOVEMBER 2012

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	ZIMMERMAN FORD INC Total		**5,055.63**			
2637	**ILLINOIS DEPT OF REVENUE**					
			37,324.08	12/03/2012	120312	PAYROLL WIRE STATE INCOME TA
	ILLINOIS DEPT OF REVENUE Total		**37,324.08**			
2638	**INTERNAL REVENUE SERVICE**					
			175,077.66	12/03/2012	120312	PAYROLL WIRE PAYROLL TAXES
	INTERNAL REVENUE SERVICE Total		**175,077.66**			
2643	**DELTA DENTAL**					
			5,771.31	12/04/2012	120412	DENTAL CLAIMS
	DELTA DENTAL Total		**5,771.31**			
2644	**IMRF**					
			241,382.47	12/10/2012	121012	IMRF PAYROLL WIRE EE/ER/PST L
	IMRF Total		**241,382.47**			
2648	**HEALTH CARE SERVICE CORP**					
			113,399.34	12/04/2012	120412	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		**113,399.34**			
2655	**LABOR ARBITRATION INSTITUTE IN**					
		73985	750.00	12/06/2012	041713	CONF REGISTRATION
	LABOR ARBITRATION INSTITUTE IN Total		**750.00**			
2663	**LOU'S GLOVES INC**					
		73968	112.50	12/06/2012	001982	INVENTORY ITEMS
	LOU'S GLOVES INC Total		**112.50**			
2665	**ALPINE DEMOLITION SERVICES LLC**					
		73642	25,433.40	12/13/2012	1005-1	DEMO 807 ILLINOIS AVE
	ALPINE DEMOLITION SERVICES LLC Total		**25,433.40**			
2674	**VIKING CHEMICAL CO**					
		71819	4,338.85	12/13/2012	237483	CHLORINE HYDROFLUOSILICIC
	VIKING CHEMICAL CO Total		**4,338.85**			
2683	**CONTINENTAL AMERICAN INSURANCE**					
			410.64	12/14/2012	PR20121214_2683	PR 20121214 deductions

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	CONTINENTAL AMERICAN INSURANCE Total		**410.64**			
2741	**CURRAN CONTRACTING COMPANY**					
		71697	182,027.87	12/06/2012	82593	IL64 & OAK INTERSECTION
	CURRAN CONTRACTING COMPANY Total		**182,027.87**			
2756	**RXBENEFITS, INC.**					
			25,407.70	12/04/2012	0632	PRESCRIPTION CLAIMS
	RXBENEFITS, INC. Total		**25,407.70**			
2778	**CLIENT FIRST CONSULTING GROUP**					
		73330	368.75	12/06/2012	2935	CONSULTING SERVICES
		73547	3,231.25	12/06/2012	2935A	CONSULTING SERVICES
	CLIENT FIRST CONSULTING GROUP Total		**3,600.00**			
2783	**W-T MECHANICAL/ ELECTRICAL**					
		74091	4,400.00	12/13/2012	M12182-2	ARCADA THEATRE
	W-T MECHANICAL/ ELECTRICAL Total		**4,400.00**			
2785	**BOB ELMORE & ASSOC INC**					
		72883	125.00	12/13/2012	16198	PHOTOS RGB
	BOB ELMORE & ASSOC INC Total		**125.00**			
2802	**RICHARD H BALOG**					
			307.79	12/14/2012	PR20121214_2802	PR 20121214 deductions
	RICHARD H BALOG Total		**307.79**			
2815	**SECURITY METRICS INC**					
		73317	335.88	12/13/2012	2012-2966	QUARTERLY SITE CERTIFICATION
	SECURITY METRICS INC Total		**335.88**			
2828	**VNA HEALTH CARE**					
		74016	2,240.00	12/06/2012	111412	FLU SHOTS
	VNA HEALTH CARE Total		**2,240.00**			
2831	**NATIONAL SPEAKERS BUREAU INC**					
		73510	1,750.00	12/13/2012	10794D-BAL	BALANCE WAYNE MESSMER
	NATIONAL SPEAKERS BUREAU INC Total		**1,750.00**			
2832	**RR DONNELLEY**					
		73764	734.75	12/06/2012	807878339	BLANK CHECK STOCK

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	RR DONNELLEY Total		**734.75**			
2835	**BRIAN S GALSKE**					
			930.00	12/06/2012	100412	INSTRUCTOR FEES 10-4 & 11-29
	BRIAN S GALSKE Total		**930.00**			
2847	**MICHAEL K WORTHINGTON & ASSOC**					
		73732	5,820.00	12/06/2012	1002-2012	STAFF DEVELOPMENT TRAINING
	MICHAEL K WORTHINGTON & ASSOC Total		**5,820.00**			
2860	**BERNTSEN INTERNATIONAL INC**					
		73864	1,266.50	12/06/2012	00146774	SUPPLIES FOR IS/GIS
	BERNTSEN INTERNATIONAL INC Total		**1,266.50**			
2872	**MILLER HYDRAULIC SERVICE INC**					
		73940	1,149.43	12/06/2012	27848	REBUILD STANLEY WATER PUMP
	MILLER HYDRAULIC SERVICE INC Total		**1,149.43**			
2875	**THE ARTFUL BAKER INC**					
		74052	900.00	12/13/2012	00074052	COOKIES FOR RGB RIBBON CUTTI
	THE ARTFUL BAKER INC Total		**900.00**			
2877	**ADDISON FIRE PROTECTION**					
			10.00	12/06/2012	022012	ADOBE CLASS
	ADDISON FIRE PROTECTION Total		**10.00**			
2878	**JASON ROWE**					
			61.10	12/06/2012	112712	SAFETY BOOTS
	JASON ROWE Total		**61.10**			
2883	**ADVANCED DISPOSAL SERVICES**					
		74177	1,156.31	12/13/2012	T00000848191	MONTHLY CHARGES
	ADVANCED DISPOSAL SERVICES Total		**1,156.31**			
999000127	**VICTOR M NELSON**					
			1.53	12/06/2012	251510	REPLACE PYRL CHK STALE DATE
	VICTOR M NELSON Total		**1.53**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		Grand Total:	**1,846,182.77**			

The above expenditures have been approved for payment:

Chairman, Government Operations Committee — Date

Vice Chairman, Government Operations Committee — Date

Finance Director — Date

City of St. Charles
EXPENDITURE APPROVAL LIST

12/17/2012 - 12/28/2012

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
103	**ALLIED ASPHALT PAVING CO INC**					
		9	956.00	12/20/2012	172318	SURFACE/BINDER
	ALLIED ASPHALT PAVING CO INC Total		**956.00**			
109	**AREA BLACK SOIL INC**					
		71848	1,840.00	12/20/2012	8482	TOPSOIL DELIVERED
	AREA BLACK SOIL INC Total		**1,840.00**			
112	**ACCELERATED REHAB CENTERS LTD**					
		73626	155.00	12/20/2012	113012	MISC REHAB SERVICES THRU OC
	ACCELERATED REHAB CENTERS LTD Total		**155.00**			
128	**HARDER HELSLEY ROCKFORD**					
		74056	52.76	12/20/2012	R080812	INVENTORY ITEMS
		74056	47.76	12/20/2012	R080812A	INVENTORY ITEMS
	HARDER HELSLEY ROCKFORD Total		**100.52**			
139	**AFLAC**					
			1,361.00	12/28/2012	PR20121228_139	PR 20121228 deductions
	AFLAC Total		**1,361.00**			
145	**AIR ONE EQUIPMENT INC**					
		73929	1,305.00	12/20/2012	84259	SERVICE
		73927	1,065.50	12/27/2012	84521	MISC SUPPLIES
	AIR ONE EQUIPMENT INC Total		**2,370.50**			
147	**CHRIS AISTON**					
			197.25	12/20/2012	121812	MILEAGE REIMBURSEMENT
	CHRIS AISTON Total		**197.25**			
149	**ALARM DETECTION SYSTEMS INC**					
		72037	120.00	12/27/2012	124516-1028	QUARTERLY BILLING JAN-MAR
		72037	1,303.74	12/27/2012	136229-1025	QUARTERLY CHARGES JAN-MAR
		72037	137.83	12/27/2012	46090-1147	MONTHLY CHARGES JAN 2012
		74096	225.00	12/20/2012	SI-375753	FIRE TROUBLE
	ALARM DETECTION SYSTEMS INC Total		**1,786.57**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
153	ALEXANDER EQUIPMENT CO					
		74049	300.00	12/20/2012	89672	STARTER
		74074	37.30	12/20/2012	89741	LIGHT BULB DUETZ
		74167	183.90	12/27/2012	89886	SWITCH FOR DEUTZ
	ALEXANDER EQUIPMENT CO Total		**521.20**			
161	ARMY TRAIL TIRE & SERVICE					
		74100	831.00	12/27/2012	287998	INVENTORY ITEMS
	ARMY TRAIL TIRE & SERVICE Total		**831.00**			
177	AL PIEMONTE CADILLAC INC					
		74088	42.80	12/20/2012	88025CHW	AB HOSE HEAT
	AL PIEMONTE CADILLAC INC Total		**42.80**			
221	ANDERSON PEST CONTROL					
			518.70	12/20/2012	2350212	MONTHLY BILLING
	ANDERSON PEST CONTROL Total		**518.70**			
254	ARISTA INFORMATION SYSTEMS INC					
		72059	5,002.44	12/20/2012	1330201212	POSTAGE UB BILLS NOV 2012
		72059	0.54	12/20/2012	13921	PRINTING SERVICES NOV 2012
	ARISTA INFORMATION SYSTEMS INC Total		**5,002.98**			
272	ASK ENTERPRISES & SON INC					
		74035	1,570.00	12/20/2012	22385	INVENTORY ITEMS
		73946	322.15	12/20/2012	22393	INVENTORY ITEMS
		74102	2,406.50	12/20/2012	22395	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		**4,298.65**			
279	ATLAS CORP & NOTARY SUPPLY CO					
			19.70	12/27/2012	431732	J LAMKIN
	ATLAS CORP & NOTARY SUPPLY CO Total		**19.70**			
284	ILLINOIS BELL TELEPHONE CO					
			70.00	12/20/2012	109916878-1212	SUB 2 VLAN 247
			45.00	12/20/2012	120512	VLAN 248 DEC CHARGES 2012
	ILLINOIS BELL TELEPHONE CO Total		**115.00**			
285	AT&T					
			1,328.94	12/20/2012	9297279105	MONTHLY CHARGES

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	AT&T Total		**1,328.94**			
304	**BACKGROUNDS ONLINE**					
			130.00	12/27/2012	431293	BACKROUND CHECKS NOV 2012
	BACKGROUNDS ONLINE Total		**130.00**			
305	**BADGER METER INC**					
		73947	6,458.42	12/20/2012	96466201	INVENTORY ITEMS
		73998	1,822.23	12/20/2012	96475701	INVENTORY ITEMS
		73998	6,085.58	12/20/2012	96475702	INVENTORY ITEMS
		74104	326.97	12/20/2012	96610001	INVENTORY ITEMS
	BADGER METER INC Total		**14,693.20**			
316	**BARRY LEVIN AND ASSOCIATES INC**					
		73943	500.00	12/20/2012	2012-816.0-1	FIRE STATION 3 MEZZANINE
	BARRY LEVIN AND ASSOCIATES INC Total		**500.00**			
323	**BATTERIES PLUS**					
		74076	269.50	12/27/2012	280-251126	12V LEAD BATTERY
	BATTERIES PLUS Total		**269.50**			
338	**AIRGAS NORTH CENTRAL**					
			401.93	12/20/2012	9905719341	MONTHLY BILLING
	AIRGAS NORTH CENTRAL Total		**401.93**			
366	**B & L LANDSCAPE CONTRACTORS**					
		72320	300.00	12/27/2012	21611	1323 S 6TH ST
		72320	390.00	12/27/2012	21617	1524 JEWEL AVE
		72320	430.00	12/27/2012	21618	1705 JENNETTE AVE
		72320	510.00	12/27/2012	21619	103 CAMBRIDGE CT
	B & L LANDSCAPE CONTRACTORS Total		**1,630.00**			
369	**BLUE GOOSE SUPER MARKET INC**					
		74089	64.92	12/20/2012	0034800062955	SPECIAL ORDER CAKE
		74089	26.66	12/20/2012	0034800071525	MISC BAKERY GOODS
	BLUE GOOSE SUPER MARKET INC Total		**91.58**			
378	**BONNELL INDUSTRIES INC**					
		73842	130.51	12/20/2012	0142951-IN	MISC PARTS
	BONNELL INDUSTRIES INC Total		**130.51**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
391	**BREATHING AIR SYSTEMS DIVISON**					
		72003	641.00	12/27/2012	0004717-IN	MAINTENANCE PROGRAM RENEW
	BREATHING AIR SYSTEMS DIVISON Total		**641.00**			
393	**BRICOR CONSULTING**					
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
			1,916.67	12/20/2012	FY2013	AGREEMENT FY 12/13
	BRICOR CONSULTING Total		**17,250.03**			
396	**BROWNELLS INC**					
		74069	111.96	12/27/2012	08123927.00	MISC SUPPLIES POLICE DEPT
	BROWNELLS INC Total		**111.96**			
428	**CALEA**					
		74299	130.00	12/27/2012	INV10648	UPDATE SERVICE
	CALEA Total		**130.00**			
431	**CAPITAL INFRASTUCTURE GRP LLC**					
		72914	3,000.00	12/20/2012	434	CONSULTING CHARGES
	CAPITAL INFRASTUCTURE GRP LLC Total		**3,000.00**			
466	**CCMSI**					
		71943	5,884.75	12/20/2012	0070967-IN	3RD QTR CONTRACT
	CCMSI Total		**5,884.75**			
467	**PAHCS II**					
			995.99	12/27/2012	135847	POST OFFER TESTING NOV 2012
	PAHCS II Total		**995.99**			
508	**WEST PAYMENT CENTER**					
		72052	352.80	12/20/2012	826171595	WEST INFORMATION CHARGES
	WEST PAYMENT CENTER Total		**352.80**			
517	**CINTAS CORPORATION**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		71907	29.59	12/20/2012	344495532	FLEET DEPT UNIFORM CLEANING
		71907	93.59	12/20/2012	344513999	FLEET DEPT UNIFORM CLEANING
		71907	29.59	12/27/2012	344517702	FLEET DEPT UNIFORM CLEANING
	CINTAS CORPORATION Total		**152.77**			
561	**COMBINED CHARITIES CAMPAIGN**					
			269.84	12/28/2012	PR20121228_561	PR 20121228 deductions
	COMBINED CHARITIES CAMPAIGN Total		**269.84**			
562	**COMPLETE VENDING SERVICE INC**					
		72092	152.50	12/27/2012	13670	COFFEE SUPPLIES BC&E
	COMPLETE VENDING SERVICE INC Total		**152.50**			
564	**COMCAST OF CHICAGO INC**					
			16.83	12/20/2012	121212PD	MONTHLY CHARGES POLICE DEPT
	COMCAST OF CHICAGO INC Total		**16.83**			
579	**COMMUNICATIONS DIRECT INC**					
		74039	141.92	12/27/2012	IN117870	CABLE PROGRAMMING USB
		74209	695.00	12/20/2012	SR100289	RADIO PROGRAMMING
	COMMUNICATIONS DIRECT INC Total		**836.92**			
613	**COSTCO WHOLESALE CORPORATION**					
			110.00	12/20/2012	5959-13	RENEWAL MEMBERSHIP
	COSTCO WHOLESALE CORPORATION Total		**110.00**			
627	**CRIME ANALYSTS OF IL ASSOC**					
			35.00	12/27/2012	122612BT	MEMBERSHIP TYNAN
	CRIME ANALYSTS OF IL ASSOC Total		**35.00**			
628	**CRITICAL REACH**					
		74221	525.00	12/27/2012	13-519	ANNUAL AGENCY FEE
	CRITICAL REACH Total		**525.00**			
646	**PADDOCK PUBLICATIONS INC**					
		74203	830.00	12/20/2012	53927S01	HOLIDAY AD IN DAILY HERALD
	PADDOCK PUBLICATIONS INC Total		**830.00**			
683	**DE MAR TREE & LANDSCAPE SVC**					
		72321	4,352.00	12/20/2012	1140	LINE CLEARING

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	DE MAR TREE & LANDSCAPE SVC Total		**4,352.00**			
689	**WILLIAM DEVEREAUX**					
			43.03	12/27/2012	111612	JEAN ALLOWANCE
	WILLIAM DEVEREAUX Total		**43.03**			
696	**DICKEY MANUFACTURING CO**					
		74000	306.45	12/20/2012	67236	INVENTORY ITEMS
	DICKEY MANUFACTURING CO Total		**306.45**			
729	**THYSSEN KRUPP ELEVATOR CORP**					
		74207	705.00	12/27/2012	6000019053	INSPECTION FEE
	THYSSEN KRUPP ELEVATOR CORP Total		**705.00**			
750	**DUKANE CONTRACT SERVICES**					
		71979	2,200.00	12/20/2012	120562	MONTHLY SVC
		71979	4,960.00	12/20/2012	120563	MONTHLY SVC
		71979	5,350.00	12/20/2012	120564	MONTHLY SVC
		71979	6,657.00	12/20/2012	120565	MONTHLY SVC
		71979	1,500.00	12/20/2012	120591	MONTHLY EAST/WEST GARAGE
	DUKANE CONTRACT SERVICES Total		**20,667.00**			
776	**HD SUPPLY WATERWORKS**					
		74001	2,585.00	12/27/2012	5829594	INVENTORY ITEMS
	HD SUPPLY WATERWORKS Total		**2,585.00**			
789	**HUGHES UTILITIES LTD**					
		74002	527.52	12/20/2012	2148859-00	INVENTORY ITEMS
	HUGHES UTILITIES LTD Total		**527.52**			
815	**ENGINEERING ENTERPRISES INC**					
		64140	785.71	12/28/2012	51838	WELLS 3 & 4 WTP
		74304	1,096.29	12/28/2012	51838A	WELLS 3 & 4 WTP
	ENGINEERING ENTERPRISES INC Total		**1,882.00**			
826	**BORDER STATES**					
		74108	160.93	12/20/2012	905004045	INVENTORY ITEMS
		74108	82.23	12/27/2012	905017119	INVENTORY ITEMS
	BORDER STATES Total		**243.16**			
833	**E&T GLASS & MIRROR**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		74147	180.00	12/27/2012	A0085450	JOB SITE LABOR
	E&T GLASS & MIRROR Total		**180.00**			
840	**EXECUTIVE CAR WASH LLC**					
		74071	800.00	12/20/2012	15252-24	CAR WASH POLICE DEPT
	EXECUTIVE CAR WASH LLC Total		**800.00**			
861	**LISA FERGUSON**					
			21.30	12/27/2012	122112	LUNCH EXPENSE GLENVIEW 12/21
	LISA FERGUSON Total		**21.30**			
870	**FIRE PENSION FUND**					
			15,567.94	12/28/2012	PR20121228_870	PR 20121228 deductions
	FIRE PENSION FUND Total		**15,567.94**			
885	**THE FITNESS CONNECTION CO**					
		74170	175.00	12/27/2012	13014	PREVENTATIVE MAINTENANCE
	THE FITNESS CONNECTION CO Total		**175.00**			
892	**FLINT TRADING INC**					
		74148	419.53	12/27/2012	152875	MANHOLE RINGS
	FLINT TRADING INC Total		**419.53**			
897	**FOOTE MEYERS MIELKE & FLOWERS**					
		72121	575.00	12/20/2012	10471-105-1	JOSEPH M WIORKOWSKI
		72121	3,200.00	12/20/2012	6079-001-136	ORDINANCE VIOLATIONS
	FOOTE MEYERS MIELKE & FLOWERS Total		**3,775.00**			
928	**FRANKS EMPLOYMENT INC**					
		73825	908.20	12/20/2012	82215	WEEKLY INVOICE SERVICE
		73825	846.48	12/27/2012	82251	WEEKLY INVOICE THRU 12/7/12
	FRANKS EMPLOYMENT INC Total		**1,754.68**			
932	**CIT**					
		74060	30.18	12/20/2012	16072516	INVENTORY ITEMS
		71911	86.15	12/20/2012	16072761	RO46665 RESRVOIR
		71911	89.15	12/27/2012	16072974	RO46679 RESRVOIR
	CIT Total		**205.48**			
935	**DOWNTOWN ST CHARLES**					
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
			23,500.00	12/20/2012	FY-2013	FY2013 AGREEMENT
	DOWNTOWN ST CHARLES Total		**188,000.00**			
938	**BURTON CONSULTING**					
		72356	3,333.34	12/20/2012	C00000586-60064	DECEMBER CONSULTING
	BURTON CONSULTING Total		**3,333.34**			
944	**GALLS AN ARAMARK COMPANY**					
		71964	73.05	12/20/2012	000226935	MISC POLICE DEPT UNIFORMS
		71964	111.76	12/27/2012	000235351	MISC POLICE DEPT UNIFORMS
		71964	60.16	12/27/2012	000239132	MISC POLICE UNIFORMS
	GALLS AN ARAMARK COMPANY Total		**244.97**			
998	**STAN GRAY**					
			105.00	12/20/2012	121812	SAFETY GLASSES
	STAN GRAY Total		**105.00**			
1031	**HAMPTON LENZINI & RENWICK INC**					
		70940	777.00	12/27/2012	000020121165	SERVICES THRU NOV 2012
	HAMPTON LENZINI & RENWICK INC Total		**777.00**			
1036	**HARRIS BANK NA**					
			1,320.00	12/28/2012	PR20121228_1036	PR 20121228 deductions
	HARRIS BANK NA Total		**1,320.00**			
1074	**HERCULES INDUSTRIES INC**					
		74004	564.38	12/27/2012	76792	INVENTORY ITEMS
	HERCULES INDUSTRIES INC Total		**564.38**			
1104	**HOVING PIT STOP INC**					
		72053	130.00	12/20/2012	61563	MONTHLY BILLING NOV 2012
		72383	5,536.05	12/20/2012	6512	STREET SWEEPING
		72383	5,536.05	12/20/2012	6541	STREET SWEEPING
	HOVING PIT STOP INC Total		**11,202.10**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
1106	HSBC BUSINESS SOLUTIONS					
		74194	87.91	12/20/2012	234844568000	MISC COFFEE SUPPLIES
		74229	7.79	12/20/2012	234845603000	WATER FOR RGB RIBBON CEROM
		72054	939.98	12/27/2012	235614837000	PD MISC SUPPLIES
	HSBC BUSINESS SOLUTIONS Total		**1,035.68**			
1113	HUFF & HUFF INC					
		74200	19,499.96	12/27/2012	10286	DEWATERING BIOSOLIDS
		74200	19,499.96	12/27/2012	10286	DEWATERING BIOSOLIDS
		74200	-19,499.96	12/27/2012	10286	DEWATERING BIOSOLIDS
		74200	-19,499.96	12/27/2012	10286	DEWATERING BIOSOLIDS
	HUFF & HUFF INC Total		**0.00**			
1133	IBEW LOCAL 196					
			675.56	12/28/2012	PR20121228_1133	PR 20121228 deductions
	IBEW LOCAL 196 Total		**675.56**			
1149	ILLINOIS ENVIRONMENTAL					
			46,268.46	12/19/2012	L173327-4	DEBT SERVICE PROJECT
	ILLINOIS ENVIRONMENTAL Total		**46,268.46**			
1158	ILLINOIS CITIZENS POLICE					
			25.00	12/20/2012	121712BT	2013 MEMBERSHIP TYNAN
	ILLINOIS CITIZENS POLICE Total		**25.00**			
1161	ILLINOIS FIRE SERVICE					
		74041	150.00	12/20/2012	UFINO095	TRENCH FOGS
	ILLINOIS FIRE SERVICE Total		**150.00**			
1209	PATRICIA L DONAHUE					
		73981	95.50	12/20/2012	111912	GAVEL PLAQUE W/LOGO
	PATRICIA L DONAHUE Total		**95.50**			
1215	ILLINOIS MUNICIPAL UTILITIES					
		74260	750.00	12/27/2012	13-0001A	SAFETY TRAIN MEETING
		74258	75.00	12/27/2012	13-001	SCHOLARSHIP FUND
	ILLINOIS MUNICIPAL UTILITIES Total		**825.00**			
1222	INGERSOLL & ASSOCIATES					
		73938	137.26	12/20/2012	023294	RIBBON FOR RED GATE BRIDGE

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	INGERSOLL & ASSOCIATES Total		**137.26**			
1223	**INITIAL IMPRESSIONS EMBROIDERY**					
		71965	57.00	12/20/2012	L45442	ST CHARLES POLICE LOGO
		72499	45.90	12/20/2012	L45449	LOGOS AND SCREEN CHARGE
		74090	87.55	12/27/2012	L45475	UNIFORMS/SCREEN RE-ORDER
	INITIAL IMPRESSIONS EMBROIDERY Total		**190.45**			
1225	**INSIGHT PUBLIC SECTOR**					
		74020	911.45	12/27/2012	1100292384	HP 1YEAR PW HW SUPPORT
	INSIGHT PUBLIC SECTOR Total		**911.45**			
1240	**INTERSTATE BATTERY SYSTEM OF**					
		74053	438.80	12/20/2012	60107967	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		**438.80**			
1275	**JAMES D SKAAR LAW OFFICES**					
			250.00	12/27/2012	122012	SVCS 259 CHASE CIRCLE
	JAMES D SKAAR LAW OFFICES Total		**250.00**			
1309	**J&S NEWPORT ENT LP**					
			6.17	12/20/2012	121212	AUGUST THRU NOV PRISONER FC
	J&S NEWPORT ENT LP Total		**6.17**			
1313	**KANE COUNTY RECORDERS OFFICE**					
			185.00	12/27/2012	272892	DOCUMENTS AFFIDAVIT PLAT
	KANE COUNTY RECORDERS OFFICE Total		**185.00**			
1327	**KANE COUNTY FAIR**					
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
			382.13	12/20/2012	FY2013	MANION PROPERTY DEBT PAYME
	KANE COUNTY FAIR Total		**3,439.17**			
1345	**KD REPAIR**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		71946	94.00	12/27/2012	23627	MISC FLEET DEPT VEH5099
	KD REPAIR Total		**94.00**			
1351	**TREVOR KELLY**					
			285.00	12/27/2012	121512	BOOT REIMBURSEMENT
			167.02	12/27/2012	121512A	STATION BOOT REIMBURSEMENT
	TREVOR KELLY Total		**452.02**			
1359	**JOHN KESSLER**					
			167.02	12/27/2012	121512	STATION BOOT REIMBURSEMENT
	JOHN KESSLER Total		**167.02**			
1381	**MARK KOENEN**					
			640.00	12/28/2012	121212	TUITION REIMB
	MARK KOENEN Total		**640.00**			
1395	**KRAMER TREE SPECIALISTS**					
		71995	119,000.00	12/20/2012	24548	LEAF SVC 11-14 TO 11-30-12
		71995	17,500.00	12/20/2012	24549	SVC BRUSH RMVL NOV 2012
	KRAMER TREE SPECIALISTS Total		**136,500.00**			
1403	**WEST VALLEY GRAPHICS & PRINT**					
		74024	68.50	12/20/2012	8133	BUSINESS CARDS SCORNWELL
		72051	76.50	12/27/2012	8170	PRINTING BUISNESS CARDS CGR(
	WEST VALLEY GRAPHICS & PRINT Total		**145.00**			
1448	**DARRIN LEE**					
			55.00	12/20/2012	121112	UNIFORM ALLOWANCE
	DARRIN LEE Total		**55.00**			
1463	**LINA**					
		72167	8,404.74	12/28/2012	123112	SVC DECEMBER 2012
	LINA Total		**8,404.74**			
1489	**LOWES**					
		72153	97.03	12/27/2012	02029B	
		72521	11.26	12/20/2012	02078	LUMBER PUBLIC SERVICES
		72153	169.36	12/20/2012	02128A	
		71827	80.57	12/27/2012	02510	MISC SUPPLIES POLICE DEPT
		71955	3.92	12/20/2012	02726	MISC SUPPLIES
		73994	10.56	12/20/2012	02736A	

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		74055	151.46	12/20/2012	02737D	
			-170.05	12/27/2012	15075	CREDIT INV#02254 ON 10-31-12
		71897	76.20	12/27/2012	85161	BATH TISSUE DISPENSER FIRE DF
	LOWES Total		**430.31**			
1559	**MAURINE PATTEN ED D**					
		71936	420.00	12/28/2012	122612	SVC DECEMBER 2012
	MAURINE PATTEN ED D Total		**420.00**			
1569	**KARLA MCCLEARY**					
			33.97	12/20/2012	121812	REIMBURSEMENT 2013 CALENDAF
	KARLA MCCLEARY Total		**33.97**			
1571	**MCCANN INDUSTRIES INC**					
		73810	467.46	12/20/2012	07153462	INVENTORY ITEMS
	MCCANN INDUSTRIES INC Total		**467.46**			
1582	**MCMASTER CARR SUPPLY CO**					
		74098	12.56	12/27/2012	42202770	BUMPER RO 46712 VEH5099
	MCMASTER CARR SUPPLY CO Total		**12.56**			
1585	**MEADE ELECTRIC COMPANY INC**					
		72373	1,234.00	12/20/2012	657382	TRAFFIC SIGNAL MAINTENANCE
	MEADE ELECTRIC COMPANY INC Total		**1,234.00**			
1590	**MEDICAL SCREENING SERVICES INC**					
			99.00	12/27/2012	0284605-IN	MONTHLY CHARGES
	MEDICAL SCREENING SERVICES INC Total		**99.00**			
1598	**MENARDS INC**					
		74093	353.60	12/27/2012	12122	MISC LUMBER
	MENARDS INC Total		**353.60**			
1605	**METROPOLITAN FIRE CHIEFS ASSOC**					
			40.00	12/27/2012	122112JS	ANNUAL MEMBERSHIP
	METROPOLITAN FIRE CHIEFS ASSOC Total		**40.00**			
1613	**METROPOLITAN ALLIANCE OF POL**					
			891.00	12/28/2012	PR20121228_1613	PR 20121228 deductions
	METROPOLITAN ALLIANCE OF POL Total		**891.00**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
1643	MILSOFT UTILITY SOLUTIONS INC					
		71802	230.20	12/20/2012	20123861	MONTHLY HOSTED OCM CALLS
	MILSOFT UTILITY SOLUTIONS INC Total		230.20			
1651	MNJ TECHNOLOGIES DIRECT INC					
		74163	349.02	12/27/2012	0003223328	LCD MONITOR
		74163	132.00	12/27/2012	0003223329	WIRELESS KEYBOARD AND MOUS
	MNJ TECHNOLOGIES DIRECT INC Total		481.02			
1704	NCPERS IL IMRF					
			32.00	12/28/2012	PR20121228_1704	PR 20121228 deductions
	NCPERS IL IMRF Total		32.00			
1716	NEW PIG CORPORATION					
		74111	81.99	12/27/2012	21017791-00	INVENTORY ITEMS
	NEW PIG CORPORATION Total		81.99			
1720	NEXTEL COMMUNICATIONS					
			271.10	12/27/2012	130934491-046	DECEMBER BILLING POLICE DEPT
	NEXTEL COMMUNICATIONS Total		271.10			
1727	TINA NILLES					
			1,000.00	12/20/2012	122012	GIFTS FOR VOLUNTEER DINNER
	TINA NILLES Total		1,000.00			
1737	NORTH EAST MULTI REGIONAL TRNG					
			100.00	12/27/2012	163779	TUITION GRIESBAUM/KUTTNER
	NORTH EAST MULTI REGIONAL TRNG Total		100.00			
1745	NICOR					
			82.56	12/20/2012	1000 0 DEC 10 2012	3369 SAINT MICHEL CT
			29.25	12/20/2012	1000 2 DEC 10 2012	650 PECK RD
			301.60	12/20/2012	1000 4 DEC 10 2012	2595 OAK ST
			239.63	12/27/2012	1000 4 DEC 18 2012	SVC 11-16 TO 12-18-12
			5,414.28	12/27/2012	1000 7 DEC 19 2012	SVC 11-19 TO 12-19-12
			36.15	12/20/2012	1000 8 DEC 10 2012	3805 LINCOLN HWY
			172.67	12/27/2012	1829 0 DEC 18 2012	SVC 11-16 TO 12-18-12
			30.41	12/20/2012	1968 1 DEC 10 2012	101 S RANDALL RD
			33.43	12/27/2012	4606 2 DEC 18 2012	SVC 11-16 TO 12-18-12
			1,663.69	12/27/2012	7652 0 DEC 18 2012	SVC 11-16 TO 12-18-12
			6,286.61	12/27/2012	8317 9 DEC 13 2012	2 DEVERAUX WAY

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
			495.07	12/27/2012	9226 2 DEC 18 2012	SVC 11-16 TO 12-18-12
	NICOR Total		**14,785.35**			
1747	**NORTH AMERICAN SALT**					
		73975	2,789.10	12/20/2012	70901696	COARSE ROCK SALT
	NORTH AMERICAN SALT Total		**2,789.10**			
1757	**NOVINIUM INC**					
		72322	12,454.00	12/20/2012	207528	CABLE INJECTION
		72322	14,474.00	12/27/2012	207678	CABLE INJECTION ELECTRIC DEP
	NOVINIUM INC Total		**26,928.00**			
1769	**OEI PRODUCTS INC**					
		74062	1,584.00	12/27/2012	2756	INVENTORY ITEMS
	OEI PRODUCTS INC Total		**1,584.00**			
1772	**OHALLORAN KOSOFF GEITNER &**					
			4,380.18	12/27/2012	90737	STEVEN DEFALCO
			355.57	12/20/2012	90844	LIABILITY CLAIM
	OHALLORAN KOSOFF GEITNER & Total		**4,735.75**			
1775	**RAY O'HERRON CO**					
		71968	71.85	12/27/2012	0063513-IN	MISC POLICE UNIFORMS
	RAY O'HERRON CO Total		**71.85**			
1808	**PARAGON MICRO INC**					
		73917	2,838.00	12/20/2012	157895	GFI SOFTWARE MAINTENANCE
	PARAGON MICRO INC Total		**2,838.00**			
1814	**PATTEN INDUSTRIES INC**					
		74112	99.70	12/20/2012	P50C0802677	INVENTORY ITEMS
	PATTEN INDUSTRIES INC Total		**99.70**			
1825	**PEDERSEN COMPANY**					
		72495	5,445.00	12/20/2012	2012-3621	TREE WATERING
		74205	8,355.00	12/27/2012	2012-3622	EAB PROGRAM
		72495	3,705.00	12/27/2012	2012-3622B	URBAN FORESTRY PROGRAM
		74158	988.00	12/27/2012	2012-3623	LABOR AND EQUIPMENT
		72495	1,910.00	12/27/2012	2012-3624	50/50 PROGRAM
		74158	200.00	12/27/2012	2012-3625	BIRCH FOR FOX RIVER PROJECT

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	PEDERSEN COMPANY Total		**20,603.00**			
1861	**POLICE PENSION FUND**					
			16,629.69	12/28/2012	PR20121228_1861	PR 20121228 deductions
	POLICE PENSION FUND Total		**16,629.69**			
1890	**LEGAL SHIELD**					
			196.39	12/28/2012	PR20121228_1890	PR 20121228 deductions
	LEGAL SHIELD Total		**196.39**			
1900	**PROVIDENT LIFE & ACCIDENT**					
			26.76	12/28/2012	PR20121228_1900	PR 20121228 deductions
	PROVIDENT LIFE & ACCIDENT Total		**26.76**			
1901	**THE PROUD FOX GALLERY & FRAME**					
		74180	281.21	12/27/2012	15624	POLICE BADGES PINS AND PATCH
	THE PROUD FOX GALLERY & FRAME Total		**281.21**			
1940	**RADCO COMMUNICATIONS INC**					
		71825	70.00	12/20/2012	78463	DEFECTIVE BATTERY
	RADCO COMMUNICATIONS INC Total		**70.00**			
1942	**RAISE RITE CONCRETE LIFTING**					
		72389	9,881.25	12/28/2012	00066476	SIDEWALK MAINT
	RAISE RITE CONCRETE LIFTING Total		**9,881.25**			
1945	**JOSEPH R RAMOS**					
			275.00	12/27/2012	110-5-121112	LEGAL FOR DECEMBER 2012
	JOSEPH R RAMOS Total		**275.00**			
1946	**RANDALL PRESSURE SYSTEMS INC**					
		71917	798.78	12/20/2012	223001-1112A	
		74080	119.21	12/20/2012	P-76572-0	HOSE REPAIR
	RANDALL PRESSURE SYSTEMS INC Total		**917.99**			
1955	**RDD IMAGING INC**					
		71795	267.00	12/20/2012	2588	TONER CARTRIDGES
	RDD IMAGING INC Total		**267.00**			
2010	**RIGGS BROS INC**					
		74154	175.00	12/27/2012	112237	REMOVE BACKREST UPHOLSTER'

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	RIGGS BROS INC Total		**175.00**			
2031	**RAYMOND ROGINA**					
			35.00	12/20/2012	121712	MONTHLY INTERNET NOV 2012
	RAYMOND ROGINA Total		**35.00**			
2041	**RUSSELL W PETERSON**					
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
			750.00	12/20/2012	FY2013	PARKING LOT RENTAL FEE
	RUSSELL W PETERSON Total		**7,500.00**			
2052	**SAFETY SUPPLY ILLINOIS CORP**					
		73959	136.00	12/20/2012	1902544446	INVENTORY ITEMS
		74114	398.13	12/27/2012	1902544681	INVENTORY ITEMS
		74007	452.10	12/27/2012	1902544710	INVENTORY ITEMS
		74114	292.19	12/27/2012	1902544718	INVENTORY ITEMS
	SAFETY SUPPLY ILLINOIS CORP Total		**1,278.42**			
2059	**SCOTT R SANDERS**					
			338.19	12/20/2012	121812	PETTY CASH REIMBURSEMENT
	SCOTT R SANDERS Total		**338.19**			
2080	**JERRY SCHOMER**					
			55.00	12/20/2012	121712	UNIFORM ALLOWANCE
	JERRY SCHOMER Total		**55.00**			
2083	**SCHIROTT & LUETKEHANS**					
			2,964.79	12/20/2012	4300-3744M-37	MCIIVAINE OCTOBER 2012
			11,985.10	12/20/2012	4300-3784M-29	LEGAL HAHN CASE
			983.23	12/20/2012	4300-3877M-13	LEGAL OCT 2012
			3,940.20	12/20/2012	4300-3958M-1	LEGAL ARCADA THEATRE
	SCHIROTT & LUETKEHANS Total		**19,873.32**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
2123	SERVICE MECHANICAL INDUSTRIES					
		74149	402.75	12/27/2012	#S45811	SERVICE CALL 454 S 37TH AVE
		73533	37,656.00	12/20/2012	4685	REPAIR AIR UNITS
		73533	12,141.00	12/27/2012	4688	FURNISH NEW HAIL GUARD CSTA
	SERVICE MECHANICAL INDUSTRIES Total		**50,199.75**			
2137	SHERWIN WILLIAMS					
		72552	46.39	12/20/2012	2155-8	PAINT SUPPLIES
		72552	46.39	12/20/2012	2155-8	PAINT SUPPLIES
		72552	-46.39	12/20/2012	2155-8	PAINT SUPPLIES
		72552	-46.39	12/20/2012	2155-8	PAINT SUPPLIES
		72161	46.39	12/20/2012	2155-8A	MISC PAINT SUPPLIES FACILITIES
		72552	35.17	12/27/2012	2376-0	MISC SUPPLIES
		72552	53.58	12/27/2012	2451-1	MISC POLICE DEPT SUPPLIES
		72161	65.36	12/27/2012	2540-1	MISC PAINT SUPPLIES
	SHERWIN WILLIAMS Total		**200.50**			
2150	SIKICH					
		72040	252.00	12/20/2012	151954	AUDIT YEAR END
	SIKICH Total		**252.00**			
2157	SISLERS ICE & DAIRY LTD					
		72047	49.50	12/27/2012	072041	ICE DELIVERY
	SISLERS ICE & DAIRY LTD Total		**49.50**			
2160	SKARSHAUG TESTING LABORATORY					
		73138	57.49	12/20/2012	173534	GLOVE TESTING
	SKARSHAUG TESTING LABORATORY Total		**57.49**			
2163	SKYLINE TREE SERVICE &					
		72206	3,969.00	12/20/2012	1061	TREE WORK URBAN FORESTRY
		72055	25,000.00	12/20/2012	1062	EAB PHASE 1
		72055	3,000.00	12/27/2012	1501	EAB PHASE 2
		73871	49,000.00	12/27/2012	1501-A	PHASE II EAB
		72206	1,584.00	12/27/2012	1503	URBAN FORESTY TREE WORK
	SKYLINE TREE SERVICE & Total		**82,553.00**			
2169	CLARK BAIRD SMITH LLP					
			353.75	12/27/2012	120612	SERVICES THRU 12/6/12
	CLARK BAIRD SMITH LLP Total		**353.75**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
2178	SONNTAG REPORTING SERVICE					
		72137	825.31	12/20/2012	85897	NOVEMBER SERVICES 2012
		72137	288.80	12/27/2012	85962	ST CHARLES PLAN COMMISSION
	SONNTAG REPORTING SERVICE Total		**1,114.11**			
2198	STATE AUTOMATIC HEATING					
		73837	1,132.00	12/20/2012	30539	SERVICE AGREEMENT
	STATE AUTOMATIC HEATING Total		**1,132.00**			
2201	STANDARD EQUIPMENT CO					
		74030	118.56	12/20/2012	C79707	MISC PART
		74150	102.26	12/27/2012	C80025	EXPANSION PLUG 2
	STANDARD EQUIPMENT CO Total		**220.82**			
2206	STAPLES CONTRACT & COMMERCIAL					
		74051	95.50	12/20/2012	8023859573	MISC OFFICE SUPPLIES
	STAPLES CONTRACT & COMMERCIAL Total		**95.50**			
2212	CITY OF ST CHARLES					
			27,391.40	12/28/2012	PR20121228_2212	PR 20121228 deductions
	CITY OF ST CHARLES Total		**27,391.40**			
2228	CITY OF ST CHARLES					
			110.83	12/27/2012	1-19-00000-8-2-43	304 CEDAR AVE UTILITIES
	CITY OF ST CHARLES Total		**110.83**			
2229	SOURCE ONE					
		71822	181.76	12/20/2012	361120	OFFICE SUPPLIES
		72090	83.35	12/20/2012	361155	MISC OFFICE SUPPLIES B&Z
		72090	48.05	12/20/2012	361221	MISC OFFICE SUPPLIES BC&E
		71925	61.96	12/20/2012	361265	MISC OFFICE SUPPLIES FIRE DEP
		71906	175.45	12/27/2012	361381	MISC OFFICE SUPPLIES PW
		72524	39.99	12/27/2012	361417	MISC OFFICE SUPPLIES
		72090	36.00	12/27/2012	361450	MISC OFFICE SUPPLIES BC&E
		71822	156.87	12/27/2012	361470	MISC OFFICE SUPPLIES PD
		74146	41.98	12/27/2012	361510	MISC OFFICE SUPPLIES I/C
	SOURCE ONE Total		**825.41**			
2235	STEINER ELECTRIC COMPANY					
		71279	105.90	12/20/2012	003938126002	INVENTORY ITMES
		71279	35.30	12/20/2012	003938126003	INVENTORY ITEMS

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		71279	211.79	12/20/2012	003938126004	INVENTORY ITEMS
		72107	824.36	12/20/2012	003983762002	INVENTORY ITEMS
		74008	441.40	12/20/2012	004165803002	INVENTORY ITEMS
		74008	207.48	12/27/2012	004165803003	INVENTORY ITEMS
		74065	50.00	12/27/2012	004168946001	INVENTORY ITEMS
		72370	402.46	12/28/2012	004176369001	MISC ELECTRIC DEPT SUPPLIES
		74116	713.55	12/27/2012	004177008001	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		**2,992.24**			
2240	**STEWART SPREADING**					
		74200	19,499.96	12/27/2012	10286	DEWATERING LIQUID BIOSOLIDS
	STEWART SPREADING Total		**19,499.96**			
2248	**STORINO RAMELLO & DURKIN**					
			262.50	12/20/2012	58681	FIRST STREET TIF MAY 2012
	STORINO RAMELLO & DURKIN Total		**262.50**			
2250	**STREICHERS**					
		71980	10,079.95	12/20/2012	1977272	MISC POLICE DEPT UNIFORMS
			-179.98	12/20/2012	CM259492	CREDIT INVOICE I970629
			-152.00	12/20/2012	CM259493	CREDIT INVOICE I968167
		71980	297.35	12/20/2012	I978174	MISC POLICE UNIFORMS
		71980	27.99	12/27/2012	I979996	MISC POLICE UNIFORMS
	STREICHERS Total		**10,073.31**			
2300	**TEMCO MACHINERY INC**					
		71921	120.00	12/20/2012	AG31600	FLEET DEPT SCREEN INTAKE
	TEMCO MACHINERY INC Total		**120.00**			
2301	**GENERAL CHAUFFERS SALES DRIVER**					
			2,335.50	12/28/2012	PR20121228_2301	PR 20121228 deductions
	GENERAL CHAUFFERS SALES DRIVER Total		**2,335.50**			
2310	**TERMINAL SUPPLY CO**					
		74140	66.40	12/27/2012	86040-00	MISC SUPPLIES
	TERMINAL SUPPLY CO Total		**66.40**			
2314	**3M VHS0733**					
		74009	475.20	12/20/2012	TP74135	INVENTORY ITEMS
		74038	5,872.50	12/20/2012	TP74738	MISC SUPPLIES

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	3M VHS0733 Total		**6,347.70**			
2316	**THOMPSON AUTO SUPPLY INC**					
		72831	19.87	12/20/2012	#2-220094	INVENTORY ITEMS
		71922	1,550.23	12/20/2012	4177-1112	MONTHLY BILLING NOV 2012
	THOMPSON AUTO SUPPLY INC Total		**1,570.10**			
2333	**BRIAN TOWNSEND**					
			202.19	12/20/2012	121712	BUSINESS MEALS
	BRIAN TOWNSEND Total		**202.19**			
2345	**TRAFFIC CONTROL & PROTECTION**					
		74011	435.00	12/20/2012	75613	INVENTORY ITEMS
	TRAFFIC CONTROL & PROTECTION Total		**435.00**			
2351	**TREASURER OF VIRGINIA**					
			125.38	12/28/2012	PR20121228_2351	PR 20121228 deductions
	TREASURER OF VIRGINIA Total		**125.38**			
2363	**TROTTER & ASSOCIATES INC**					
		73524	5,839.92	12/20/2012	8133	ROYAL FOX LIFT STATION
		72084	1,150.00	12/20/2012	8468	BIOSOLIDS EXTRAS
	TROTTER & ASSOCIATES INC Total		**6,989.92**			
2370	**WILLIAM TURNER**					
			35.00	12/20/2012	121812	MONTHLY INTERNET NOV 2012
	WILLIAM TURNER Total		**35.00**			
2373	**TYLER MEDICAL SERVICES**					
		74227	6,250.00	12/28/2012	121812	RETAINER WELLNESS FAIR
		71942	500.00	12/20/2012	327015	DEC RANDOMS 2012
	TYLER MEDICAL SERVICES Total		**6,750.00**			
2384	**ST CHARLES UNION ELECTRIC**					
		73838	11,435.00	12/20/2012	19257	LABOR AND MATERIAL CITY HALL
	ST CHARLES UNION ELECTRIC Total		**11,435.00**			
2392	**UNIFORMITY INC**					
		74079	139.50	12/20/2012	IN214970	
		74079	5.91	12/20/2012	IN214971	SHIPPING ON INV IN214970
		74079	37.63	12/27/2012	IN215363	MISC FIRE DEPT UNIFORMS

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	UNIFORMITY INC Total		**183.04**			
2401	**UNIVERSAL UTILITY SUPPLY INC**					
		74012	4,211.49	12/20/2012	3014011	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		**4,211.49**			
2403	**UNITED PARCEL SERVICE**					
			167.82	12/20/2012	0000650961492	SHIPPING CHARGES
			65.66	12/27/2012	0000650961502	SHIPPING CHARGES
	UNITED PARCEL SERVICE Total		**233.48**			
2410	**VALLEY LOCK CO**					
		71976	3.98	12/20/2012	53272	KEYS FIRE DEPT
		74085	19.88	12/27/2012	53412	MISC KEYS FOR STORE ROOM
		74086	191.00	12/27/2012	53416	REKEYED IDOT GARAGE
	VALLEY LOCK CO Total		**214.86**			
2427	**DENNIS VERHAEGHE**					
			140.29	12/27/2012	121912	JEAN ALLOWANCE
	DENNIS VERHAEGHE Total		**140.29**			
2428	**VERMEER MIDWEST**					
		74043	106.00	12/20/2012	P56760	MISC ITEMS PS
		74141	126.40	12/27/2012	P56966	MISC PARTS
	VERMEER MIDWEST Total		**232.40**			
2429	**VERIZON WIRELESS**					
			7,590.01	12/20/2012	2838133100	MONTHLY BILLING NOVEMBER 20
	VERIZON WIRELESS Total		**7,590.01**			
2463	**WALMART COMMUNITY**					
		74120	34.64	12/20/2012	06323A	
		74228	12.80	12/20/2012	06323B	HOT CHOCOLATE
	WALMART COMMUNITY Total		**47.44**			
2485	**WILLS BURKE KELSEY ASSOC LTD**					
		73563	4,668.50	12/27/2012	12469	PROFESSIONAL THRU NOV 24 201
	WILLS BURKE KELSEY ASSOC LTD Total		**4,668.50**			
2495	**WEST SIDE TRACTOR SALES CO**					
		74121	80.60	12/27/2012	N81863	INVENTORY ITEMS

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		74153	90.06	12/27/2012	N81915	INVENTORY ITEMS
	WEST SIDE TRACTOR SALES CO Total		**170.66**			
2508	**WETTENGEL WOODWORKING**					
		72855	1,071.00	12/27/2012	1012-5335	BREAK RM CABINETS/SHELVES
	WETTENGEL WOODWORKING Total		**1,071.00**			
2512	**WHOLESALE DIRECT INC**					
		73925	96.56	12/20/2012	000196737	STRIP LITE LED AMBER
	WHOLESALE DIRECT INC Total		**96.56**			
2523	**WILTSE GREENHOUSE LANDSCAPING**					
		73984	290.00	12/20/2012	120112	DECEMBER SNOW PLOW
		73984	280.00	12/20/2012	120112A	DECEMBER SNOW PLOW
	WILTSE GREENHOUSE LANDSCAPING Total		**570.00**			
2524	**WILLIAMS CONSTRUCTION MGMT**					
		74216	2,994.95	12/27/2012	0005123	POLICE EXISTING STUDY
		74019	6,568.12	12/20/2012	0005128	SERVICES THRU NOV 2012
	WILLIAMS CONSTRUCTION MGMT Total		**9,563.07**			
2527	**WILLIAM FRICK & CO**					
		73967	2,293.46	12/20/2012	456374	INVENTORY ITEMS
	WILLIAM FRICK & CO Total		**2,293.46**			
2540	**WORLD POINT**					
		74021	1,291.25	12/27/2012	5304170	MISC SUPPLIES
	WORLD POINT Total		**1,291.25**			
2545	**GRAINGER INC**					
		73182	266.53	12/20/2012	9007684872	HONDA CARBURETOR
		74145	294.80	12/27/2012	9015953905	MISC SUPPLIES
	GRAINGER INC Total		**561.33**			
2637	**ILLINOIS DEPT OF REVENUE**					
			35,187.17	12/17/2012	121712	PAYROLL WIRE STATE INCOME TA
	ILLINOIS DEPT OF REVENUE Total		**35,187.17**			
2638	**INTERNAL REVENUE SERVICE**					
			163,507.18	12/17/2012	121712	PAYROLL WIRE FEDERAL TAXES

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
	INTERNAL REVENUE SERVICE Total		**163,507.18**			
2643	**DELTA DENTAL**					
			4,295.05	12/17/2012	121712	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		**4,295.05**			
2645	**CHARLES BROWN**					
			3,060.42	12/28/2012	RJB2013	GUARANTEED INVESTMENT JAN-A
	CHARLES BROWN Total		**3,060.42**			
2648	**HEALTH CARE SERVICE CORP**					
			108,082.71	12/17/2012	121712	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		**108,082.71**			
2652	**JPMORGAN CHASE BANK NA**					
			9,036.55	12/17/2012	121712	JP MORGAN CHASE NOV ACTIVITY
	JPMORGAN CHASE BANK NA Total		**9,036.55**			
2663	**LOU'S GLOVES INC**					
		74068	150.00	12/27/2012	002070	INVENTORY ITEMS
		74124	150.00	12/27/2012	002081	INVENTORY ITEMS
	LOU'S GLOVES INC Total		**300.00**			
2672	**TRI-CITY AMBULANCE**					
			86,819.25	12/27/2012	IN26	AMBULANCE BILLING 3RD QTR
	TRI-CITY AMBULANCE Total		**86,819.25**			
2674	**VIKING CHEMICAL CO**					
		71819	1,285.44	12/27/2012	237914	SODIUM HYPOCHLORITE
	VIKING CHEMICAL CO Total		**1,285.44**			
2678	**RUBINO ENGINEERING INC**					
		73939	852.00	12/27/2012	885	ASPHALT TESTING
		73468	760.00	12/27/2012	937	ASPHALT TESTING
	RUBINO ENGINEERING INC Total		**1,612.00**			
2683	**CONTINENTAL AMERICAN INSURANCE**					
			410.64	12/28/2012	PR20121228_2683	PR 20121228 deductions
	CONTINENTAL AMERICAN INSURANCE Total		**410.64**			
2756	**RXBENEFITS, INC.**					

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
			22,611.01	12/17/2012	0795	PRESCRIPTION CLAIMS
	RXBENEFITS, INC. Total		**22,611.01**			
2778	**CLIENT FIRST CONSULTING GROUP**					
		73547	4,312.50	12/20/2012	2986	CONSULTING SERVICES
		73547	4,312.50	12/20/2012	2986	CONSULTING SERVICES
		73547	-4,312.50	12/20/2012	2986	CONSULTING SERVICES
		73547	-4,312.50	12/20/2012	2986	CONSULTING SERVICES
		73547	1,937.50	12/20/2012	2986A	CONSULTING FIREWALL
	CLIENT FIRST CONSULTING GROUP Total		**1,937.50**			
2779	**CMS SAFETY INSTITUTE INC**					
		73751	1,224.95	12/27/2012	1299	MISC SUPPLIES
	CMS SAFETY INSTITUTE INC Total		**1,224.95**			
2802	**RICHARD H BALOG**					
			303.43	12/28/2012	PR20121228_2802	PR 20121228 deductions
	RICHARD H BALOG Total		**303.43**			
2837	**SUBURBAN LAW ENFORCEMENT**					
			30.00	12/20/2012	121812	2013 DUES
	SUBURBAN LAW ENFORCEMENT Total		**30.00**			
2845	**MIKE BRODERICK**					
		74202	1,900.00	12/20/2012	1224	CONCRETE REPLACEMENT
	MIKE BRODERICK Total		**1,900.00**			
2861	**SALUTE PRODUCTS INC**					
		73869	1,773.78	12/27/2012	111212	BASE & TARGET
	SALUTE PRODUCTS INC Total		**1,773.78**			
2871	**WHITTAKER CONSTRUCTION**					
		73993	191,496.60	12/20/2012	1	BIOSOLIDS BUILDING
	WHITTAKER CONSTRUCTION Total		**191,496.60**			
2872	**MILLER HYDRAULIC SERVICE INC**					
		73940	1,258.05	12/20/2012	27948	REBUILD HYDRAULIC PUMP
	MILLER HYDRAULIC SERVICE INC Total		**1,258.05**			
2879	**STACY FERGUSON LAND SURVEYING**					
		74087	5,000.00	12/20/2012	5286A	SVC LEGAL DESCRIPTION

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		74162	225.00	12/27/2012	5286B	PROJECT EAST GATE
	STACY FERGUSON LAND SURVEYING Total		**5,225.00**			
2881	**SERVER SUPPLY.COM INC**					
		74137	2,870.00	12/27/2012	2031718	CONTROLLER
	SERVER SUPPLY.COM INC Total		**2,870.00**			
2887	**INTERNATIONAL ASSOCIATION OF**					
			132.00	12/27/2012	120312	NOVEMBER GIVING FRIDAY
	INTERNATIONAL ASSOCIATION OF Total		**132.00**			
2888	**BRAD WILTON**					
			95.16	12/27/2012	121512	BOOT REIMBURSEMENT
	BRAD WILTON Total		**95.16**			
999000129	**BEEF SHACK**					
			150.00	12/20/2012	121912	BEEF HOLIDAY POTLUCK (140)
	BEEF SHACK Total		**150.00**			
999000130	**UNITED SERVICES BY PERMACO INC**					
			2,938.07	12/20/2012	1143	LIABILITY CLAIM ERIC FROST
	UNITED SERVICES BY PERMACO INC Total		**2,938.07**			
999000131	**ERIC AND KRYSTLE FROST**					
			6,321.23	12/20/2012	1141	LIABILITY CLAIM WTR MAIN BREAK
	ERIC AND KRYSTLE FROST Total		**6,321.23**			
999000132	**MARGARITA GUTIERREZ**					
			640.00	12/27/2012	12-25493	REFUND FEES
	MARGARITA GUTIERREZ Total		**640.00**			
999000133	**ALMOST HOME FOUNDATION**					
			25.00	12/27/2012	122012	MEMORIAL DONATION
	ALMOST HOME FOUNDATION Total		**25.00**			
999000134	**SANDY HOOK SCHOOL SUPPORT FUND**					
			93.00	12/27/2012	122612	GIVING FRIDAY
	SANDY HOOK SCHOOL SUPPORT FUND Total		**93.00**			

VENDOR	VENDOR NAME	PO NUMBER	AMOUNT	DATE	INVOICE	DESCRIPTION
		Grand Total:	**1,591,405.55**			

The above expenditures have been approved for payment:

Chairman, Government Operations Committee — Date

Vice Chairman, Government Operations Committee — Date

Finance Director — Date

1A

City *of* St. Charles

ILLINOIS

Proclamation

Tri-City Youth Football Association

WHEREAS, the Tri-City Chargers Youth Football Association has been instilling timeless values through youth sports since its founding in 1960. This nationally recognized league has made serving others through its values-based program part of its mission; and

WHEREAS, to provide an opportunity for young people to learn the basic fundamentals of football in an environment which stresses safety, sportsmanship, teamwork and fun; and

WHEREAS, there are more than 700 youth players that make up Tri-City youth football in our area; the Tri-City program provides a means of character building, citizenship training, personal fitness; and

WHEREAS, the Tri-City Cadet Travel Team, a team of 16 boys ages 9 and 10, won 13 of its 14 games this year, including the last 11 in a row. On November 11, 2012 they won the Greater Chicagoland Superbowl game, earning a bid to the National Championship tournament held in Plant City, Florida; and

WHEREAS, on December 7, 2012, after winning two games to advance to the National Championship game, the Tri-City Cadet Travel Team beat the New York GC Cowboys 7 – 0; winning the first ever National Championship for the Tri-City Youth Football Organization; and

WHEREAS, this group of boys is recognized for winning the 2012 United Youth Football League Cadet National Championship and giving back to the community through volunteerism and charity work.

NOW, THEREFORE, I, Donald P. DeWitte, Mayor of the City of St. Charles, join in the recognition and celebration for the Tri-City Chargers Youth Football Association and the members of this team for their National championship accomplishment and wish them much success in all their future endeavors.

SEAL

Donald P. DeWitte, Mayor

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	
	Title:	Motion to approve an Ordinance Annexing Territory to the City of St. Charles, Kane and DuPage Counties, Illinois (Red Gate Road Bridge Property)
	Presenters:	Rita Tungare

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council- New Business (1/7/13)
	Public Hearing		

Estimated Cost:	NA	Budgeted:	YES		NO	

If NO, please explain how item will be funded:

Executive Summary:

Since 2002, the City has owned a corridor of land for the western portion of the Red Gate Road bridge (west of the Fox River and east of IL Route 31).

This property has not been annexed into the City. This ordinance will annex the property.

Attachments: *(please list)*

Ordinance Annexing Territory to the City of St. Charles, Kane and DuPage Counties, Illinois (Red Gate Road Bridge Property)

Recommendation / Suggested Action *(briefly explain)*:

Approve Ordinance Annexing Territory to the City of St. Charles, Kane and DuPage Counties, Illinois (Red Gate Road Bridge Property)

For office use only:	*Agenda Item Number:* IB

1B

City of St. Charles, IL
Ordinance No. 2013-Z-_

An Ordinance Annexing Territory to the City of St. Charles, Kane and DuPage Counties, Illinois
(Red Gate Road Bridge Property)

WHEREAS, all of the territory described herein (the "Territory") is not within the corporate limits of any municipality; and,

WHEREAS, the Territory is contiguous to the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"); and,

WHEREAS, the record owner of the Territory is the City of St. Charles, Illinois; and,

WHEREAS, the Territory is located within the Fox River and Countryside Fire Protection District, and due statutory notice has been given to the Trustees of said Fire Protection District at least ten (10) days prior to the date of adoption of this Ordinance and an affidavit that said service of notice has been had and recorded with the office of the Recorder, Kane County, Illinois; and

WHEREAS, the requirements of the laws of the State of Illinois, Sections 5/7-1-1 and 5/7-1-9 of the Illinois Municipal Code, 65 ILCS 5/1-1 et seq., as amended, have been satisfied; and,

WHEREAS, the City Council has duly considered the annexation of the Territory.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

1. That the Territory described on "Exhibit A" attached hereto and incorporated herein be and is hereby annexed to the City of St. Charles, Kane and DuPage Counties, Illinois.

2. That the City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance, together with an accurate map describing the annexed Territory to be recorded with the office of the Recorder of Kane County, Illinois, and to file with the County Clerk of Kane County, a certified copy of this Ordinance, together with an accurate map of the Territory annexed.

3. This Ordinance shall be in full force and effect upon its passage and approval according to law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 7th day of January, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 7th day of January, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 7th day of January, 2013.

_____
Donald P. DeWitte, Mayor

ATTEST:

_____
Nancy Garrison, City Clerk

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF ILLINOIS ROUTE 31 (F.A. ROUTE 23) WITH THE CENTERLINE OF RED GATE ROAD, BEING ALINE PARALLEL WITH AND 23.30 FEET SOUTH OF THE MOST SOUTHERLY LINE OFRIVER'S EDGE - PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2001, AS DOCUMENT NUMBER 2001K035260, SAID MOST SOUTHERLY LINEAL SO KNOWN AS THE NORTH LINE OF A TRACT OF LAND CONVEYED TORICHARD H. KELLEY BY DEED DATED APRIL 22, 1845 AND RECORDED APRIL 26,1845 IN BOOK 6, ON PAGE 415; THENCE NORTHERLY, ALONG THE CENTERLINE OF SAID ILLINOIS ROUTE 31, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 2864.79 FEET, AN ARC DISTANCE OF 60.15 FEET, THE CHORD OF SAID ARC BEARING NORTH 04°04'48" EAST AND HAVING A LENGTH OF 60.15 FEET TO A POINT THAT IS 60 FEET NORTH OF THE CENTERLINE EXTENDED OF SAID RED GATE ROAD; THENCE NORTH 90°00'00" EAST, PARALLEL WITH THE CENTERLINE EXTENDED OF SAID RED GATE ROAD (SAID CENTERLINE HAVING AN ASSUMED BEARING OF NORTH 90°00'00" EAST, FOR DESCRIPTIVE PURPOSES), A DISTANCE OF 33.06 FEET TO A POINT 33 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID ILLINOIS ROUTE 31; THENCE SOUTH 45°00'00" EAST, 28.28 FEET; THENCE NORTH 90°00'00" EAST, 70.88 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 615.00 FEET, AN ARC DISTANCE OF 463.12 FEET, THE CHORD OF SAID ARC BEARING SOUTH 68° 25' 37" EAST AND HAVING A LENGTH OF 452.26 FEET; THENCE SOUTH 55°54'45" EAST, 289.02 FEET; THENCE SOUTH 51°32'17" EAST, 87.70 FEET; THENCE SOUTH 71°18'49" EAST, 87.72 FEET; THENCE SOUTH 76°49'54" EAST, 9.45 FEET; THENCE SOUTH 20°22'14" EAST, 23.66 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 116.65 FEET, THE CHORD OF SAID ARC BEARING SOUTH 85°08'22" EAST, AND HAVING A LENGTH OF 116.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°29'43" EAST, 348.97 FEET TO THE EASTERLY BANK OF THE FOX RIVER; THENCE SOUTH 16°38'52" EAST ALONG SAID EASTERLY BANK, 0.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT 93K02797; THENCE NORTH 88°35'32" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN DOCUMENT 93K02797, 549.23 FEET TO A POINT 296.16 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 74°17'52"EAST, 59.71 FEET; THENCE SOUTH 82°41 '14" EAST, 351.88 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AN ABANDONED 50 FOOT WIDE RAILROAD NOW OWNED BY THE FOREST PRESERVE DISTRICT

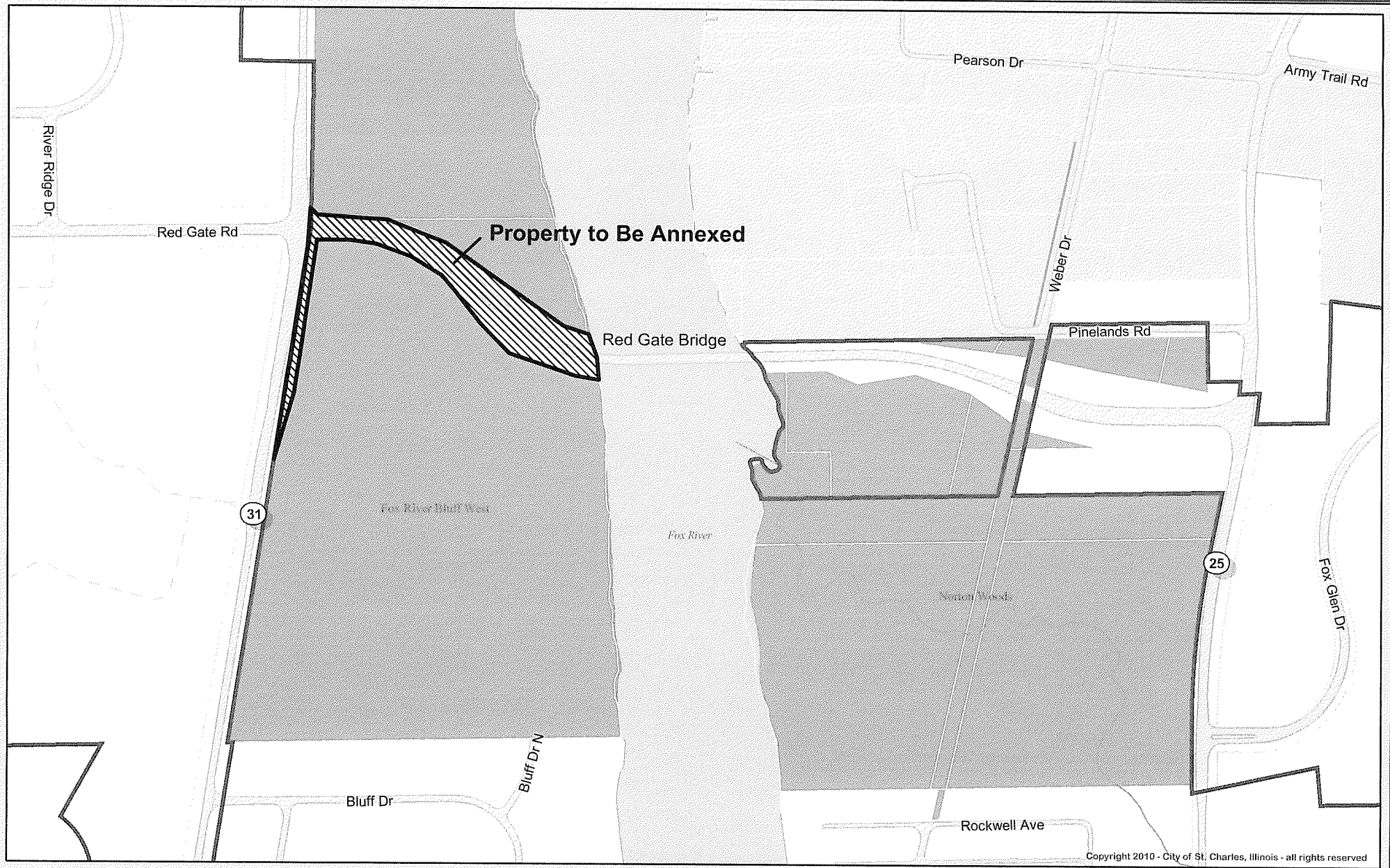
OF KANE COUNTY; THENCE CONTINUING SOUTH 82°41'14" EAST, 50.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID ABANDONED RAILROAD; THENCE CONTINUING SOUTH 82°41' 14" EAST, 12.82 FEET; THENCE SOUTH 78°31'18" EAST, 176.90 FEET; THENCE SOUTH 80°36'10" EAST, 185.89 FEET; THENCE SOUTH 80°04'26" EAST, 183.69 FEET TO THE WEST LINE EXTENDED SOUTHERLY OF A TRACT OF LAND DESCRIBED IN DOCUMENT 97K060899; THENCE NORTH 1°19'01" WEST, ALONG SAID WEST LINE EXTENDED, 39.93 FEET TO THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN DOCUMENT 97K060899; THENCE NORTH 88°40'59" EAST, ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN DOCUMENT 97K060899, 124.58 FEET TO THE CENTER LINE OF THE OLD ELGIN AND ST. CHARLES HIGHWAY AS ORIGINALLY LOCATED; THENCE NORTH 32°48'56" EAST, ALONG SAID ORIGINAL CENTER LINE, 7.94 FEET TO THE CENTER LINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY, ALONG THE CENTER LINE OF SAID ILLINOIS ROUTE 25, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2387.50 FEET, AN ARC DISTANCE OF 144.24 FEET, THE CHORD OF SAID ARC BEARING SOUTH 06°19'29" WEST, AND HAVING A LENGTH OF 144.22 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 7 IN WOODS OF FOX GLEN UNIT NO. I, RECORDED JULY 14, 1988 AS DOCUMENT NUMBER 1920702; THENCE CONTINUING SOUTHERLY, ALONG THE CENTER LINE OF SAID ILLINOIS ROUTE 25, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2387.50 FEET, AN ARC DISTANCE OF 154.68 FEET, THE CHORD OF SAID ARC BEARING SOUTH 09°54'42" WEST, AND HAVING A LENGTH OF 154.65 FEET; THENCE SOUTH 11°45'48" WEST, NON-TANGENT TO THE LAST DESCRIBED COURSE, ALONG THE CENTER LINE OF SAID ILLINOIS ROUTE 25, 73.46 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO TRUSTEES OF SCHOOLS BY DEED RECORDED OCTOBER 26,1867 IN BOOK 103, ON PAGE 231 (ALSO BEING WILLIAM FULTON'S NORTH LINE); THENCE SOUTH 89°02'30" WEST, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID SCHOOL TRACT, 93.26 FEET TO THE CENTER LINE OF SAID OLD ELGIN AND ST. CHARLES HIGHWAY AS ORIGINALLY LOCATED; THENCE NORTH 0°57 '30" WEST, ALONG THE CENTER LINE OF SAID OLD ELGIN AND ST. CHARLES HIGHWAY BEING ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED BY DEED RECORDED IN BOOK 103, ON PAGE 231, 132.00 FEET TO THE NORTHEAST CORNER OF SAID SCHOOL TRACT; THENCE NORTH 32°48'56" EAST, ALONG THE CENTER LINE OF SAID OLD ELGIN AND ST. CHARLES HIGHWAY, 12.03 FEET TO A LINE THAT IS 10 FEET NORMALLY DISTANT NORTHERLY OF THE NORTH LINE OF SAID TRACT CONVEYED BY DEED RECORDED IN BOOK 103, ON PAGE 231; THENCE SOUTH 89°02'30" WEST, ALONG SAID PARALLEL LINE, 171.65 FEET; THENCE SOUTH 89°27'45" WEST, ALONG A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT NORTHERLY OF THE NORTH LINE OF A TRACT OF LAND CONVEYED TO TRUSTEES OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303 BY DOCUMENT NUMBER 360206, RECORDED OCTOBER 11, 1932, 49.96

FEET; THENCE SOUTH 0°32'15" EAST, 10.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89°27'45" WEST, ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT NUMBER 360206, 08.53 FEET; THENCE NORTH 76°56"35" WEST, 260.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID ABANDONED 50 FOOT WIDE RAILROAD NOW OWNED BY THE FOREST PRESERVE DISTRICT OF KANE COUNTY; THENCE CONTINUING NORTH 76°56'35" WEST, 11.29 FEET; THENCE NORTH 54°57'05" WEST, 208.81 FEET; THENCE NORTH 71°05'45" WEST, 191.29 FEET; THENCE SOUTH 80°18'21" WEST, 191.56 FEET; THENCE NORTH 67°16'27" WEST, 109.65 FEET; THENCE SOUTH 88°29'43" WEST, 647.37 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 625.00 FEET, AN ARC DISTANCE OF 100.95 FEET, THE CHORD OF SAID ARC BEARING NORTH 86°52'39" WEST, AND HAVING A LENGTH OF 100.84 FEET; THENCE SOUTH 05°11'28" EAST, 20.50 FEET; THENCE NORTH 79°28'37" WEST, 71.59 FEET; THENCE NORTH 70°04'28" WEST, 226.30 FEET; THENCE NORTH 43°52'25" WEST, 114.32 FEET; THENCE NORTH 36°33'28" WEST, 202.61 FEET; THENCE NORTHWESTERLY ALONG A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET, AN ARC DISTANCE OF 402.88 FEET, THE CHORD OF SAID ARC BEARING NORTH 68°25'37" WEST AND HAVING A LENGTH OF 393.43 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, 71.51 FEET TO A POINT 60 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID ILLINOIS ROUTE 31; THENCE SOUTHERLY ALONG A LINE CONCENTRIC WITH AND 60 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID ILLINOIS ROUTE 31, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.79 FEET, AN ARC DISTANCE OF 228.52 FEET, THE CHORD OF SAID ARC BEARING SOUTH 07°36'37" WEST AND HAVING A LENGTH OF 228.46 FEET; THENCE SOUTH 9°50'55"WEST ALONG A LINE PARALLEL WITH AND 60 FEET NORMALLY DISTANT EASTERLY OF THE CENTERLINE OF SAID ILLINOIS ROUTE 31, 309.05 FEET; THENCE SOUTH 16°15'21" WEST, 241.95 FEET TO A POINT THAT IS 33 FEET NORMALLY DISTANT EASTERLY OF THE CENTERLINE OF SAID ILLINOIS ROUTE 31; THENCE NORTH 80°09'05" WEST, 33.00 FEET TO THE CENTERLINE OF SAID ILLINOIS ROUTE 31; THENCE NORTH 09°50'55" EAST ALONG THE CENTERLINE OF SAID ILLINOIS ROUTE 31, 549.48 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID ILLINOIS ROUTE 31, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, AN ARC DISTANCE OF 258.35 FEET, THE CHORD OF SAID ARC BEARING NORTH 07°15'54" EAST AND HAVING A LENGTH OF 258.26 FEET, TO THE POINT OF BEGINNING, (EXCEPT THATPART THEREOF LYING EASTERLY OF THE WESTERLY BANK OF THE FOX RIVER), IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

City of St. Charles, Illinois
Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

Precision GIS

DONALD P. DEWITTE *Mayor*
BRIAN TOWNSEND *City Administrator*



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
Dupage County, Illinois

Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983

Printed on January 4, 2013 8:37:56 AM CST

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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve a Resolution authorizing and directing the Mayor and City Clerk to execute a Settlement Agreement and Mutual Release in The City of St. Charles v. Fox River & Countryside Fire/Rescue District.
Presenter:	Brian Townsend/Gerry Gorski

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council (1/7/13)
	Public Hearing		

Estimated Cost:		Budgeted:	YES		NO	

If NO, please explain how item will be funded:

Executive Summary:

The City of St. Charles is currently engaged in litigation with the Fox River & Countryside Fire/Rescue District (formerly known as the St. Charles & Countryside Fire Protection District) regarding disputes pertaining to an intergovernmental agreement between the parties. The parties have agreed to settle the matter and a resolution to authorize the execution of the settlement agreement is required.

Attachments: *(please list)*

Resolution Authorizing Execution of the Settlement Agreement.

Recommendation / Suggested Action *(briefly explain)*:

Staff recommends that the City Council approve a Resolution authorizing and directing the Mayor and City Clerk to execute a Settlement Agreement and Mutual Release in The City of St. Charles v. Fox River & Countryside Fire/Rescue District.

For office use only:	*Agenda Item Number:* IC

City of St. Charles, Illinois
Resolution No. 2013- _____

A Resolution Authorizing and Directing the Mayor and City Clerk to Execute a Certain Settlement Agreement and Mutual Release in the City of St. Charles, Plaintiff V. Fox River & Countryside Fire/Rescue District (Sixteenth Judicial Circuit Kane County, Illinois)

Presented & Passed by the
City Council on _____, 2013

BE IT RESOLVED, by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois as follows:

Section 1: That the Mayor and City Clerk be and the same are hereby authorized and directed to execute on behalf of the City of St. Charles that certain "Settlement Agreement" in the matter captioned *The City of St. Charles, Plaintiff v. Fox River & Countryside Fire/Rescue District* (Sixteenth Judicial Circuit), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 2: This Resolution shall be in full force and effect upon its adoption and approval in accordance with law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of January 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of January 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of January 2013.

_____
Donald P. DeWitte, Mayor

ATTESTL

_____
City Clerk

COUNCIL VOTE:
Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

II A

City of St. Charles, Illinois
Ordinance No. _____

An Ordinance Of The City Of St. Charles, Kane And Du Page Counties, Illinois, Designating The Lexington Club Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act

WHEREAS, it is desirable and for the best interests of the citizens of the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), for the City to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a redevelopment plan and redevelopment project (collectively, the "Plan") within the municipal boundaries of the City and within a proposed redevelopment project area (the "Area") described in Section 1 of this Ordinance; and

WHEREAS, the City Council of the City (the "Corporate Authorities") has heretofore by ordinance adopted and approved the Plan, which Plan was identified in such ordinance and was the subject, along with the Area designation hereinafter made, of a public hearing held on the 6th day of February, 2012, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; and

WHEREAS, this Ordinance was introduced to the Corporate Authorities at its regular meeting on April 16, 2012, within ninety (90) days of the final adjournment of said public hearing.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. The Area, as described in Exhibit "A" attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area

pursuant to Section 11-74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit "B" attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit "C" attached hereto and incorporated herein as if set out in full by this reference.

Section 2. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. It is hereby expressly found and determined that the year the County Clerk of The County of Kane, Illinois (the "County Clerk") shall use for determining the total initial equalized assessed valuation of the Area is 2012. It is further hereby expressly found and determined that the list of the parcel tax identification numbers for each parcel of property included in the Area is attached hereto as Exhibit "D" and included herein by this reference is a true, correct and complete list of said numbers for said parcels of property.

Section 4. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication in pamphlet form as provided by law.

Section 5. The City Clerk is hereby expressly directed to transmit forthwith to the County Clerk a certified copy of this Ordinance, which is hereby expressly found to include a legal description of the Area, a map of the Area, identification of the year that the County Clerk shall use

for determining the total initial equalized assessed value of the Area and a list of the parcel of tax identification number of each parcel of property included in the Area.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2013.

_____
Donald P. DeWitte, Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays
Absent:
Abstain:

EXHIBIT "A"

LEGAL DESCRIPTION

TIF Description

Part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, Kane County, Illinois, more particularly described as follows:

Beginning at the intersection of the centerline of Fifth Street as platted in the City of St. Charles with the South Line of a tract of land described in a warranty deed recorded June 4, 1886, in Book 243, Page 17; thence North 89°41'25" East 30.60 feet to the East Right of Way line of said street; thence South 11°41'01" East along said East Right of Way line 51.00 feet to the extended South Right of Way line of Mark Street; thence South 89°41'25" West along said South Right of Way line 331.48 feet to the intersection of said South Right of Way line and the East Right of Way line of Sixth Street; thence South 11°43'06" East along said East Right of Way line 383.57 feet; thence South 78°28'06" West 140.00 feet; thence South 11°43'06" East 19.85 feet, thence South 78°39'16" West 185.05 feet to the East Right of Way line of Seventh Street; thence South 11°33'41" East along said East Right of Way line 5.99 feet to the extended centerline of vacated Ryan Street recorded October 11, 1983 as Document 1648957; thence South 78°23'42" West along said extended centerline 242.00 feet to the West line of said vacated Ryan Street; thence South 11°33'41" East along said West line extended 160.00 feet; thence South 78°26'50" West 337.57 feet to the East Right of Way line of Ninth Street; thence South 00°55'11" East along said East Right of Way line 24.93 feet to the extended South line of Lot 16 of Millington's Third Addition to St. Charles recorded May 4, 1926 as Document 272865; thence South 89°41'25" West along said South line 192.01 feet to the Southwest corner of said Lot 16; thence South 00°55'11" East 8.82 feet, thence South 82°45'00" West 164.06 feet; thence North 60°19'00" West 332.49 feet; thence South 01°31'00" East 42.00 feet; thence North 64°34'00" West 370.90 feet; thence North 00°00'00" West 67.19 feet; thence South 90°00'00" West 175.00 feet; thence North 66°13'00" West 274.27 feet to the West Right of Way line of Twelfth Street; thence North 00°00'28" East along said West Right of Way line 512.12 feet to the South Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the North line of Fox Meadow Estates recorded December 14, 1993 as Document 93K100653; thence North 89°11'00" West along said South Right of Way line 336.06 feet to the West line of said Southeast Quarter; thence North 00°00'28" East along said West line 100.01 feet to the North Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the South line of Porter Business Park recorded September 25, 2006 as Document 2006K104660; thence South 89°11'00" East along said North Right of Way line 931.85 feet, thence North 01°07'05" West along said North Right of Way line 15.01 feet to a line coincident with Said North Right of Way line and the South line of Unit Number 1 Timbers recorded June 4, 1986 as Document 1774209; thence South 89°11'00" East along said North Right of Way line to the East line of Said Southeast Quarter; thence southerly along said East line to said South Right of Way line of the Chicago and Northwest Transportation Company said South Right of Way line being coincident with the North line of said tract; thence South

89°11'00" East along said South Right of Way line to the intersection of said South Right of Way line and the extended centerline of Fifth Street; thence South 11°41'01" East along said extended centerline 93.59 feet to the Point of Beginning.

Excepting therefrom the following described parcels:

Lots 12, 13, 14, and 15 of Block 5 of Millington's Third Addition to St. Charles, recorded May 4, 1926 as Document 272865, a subdivision being part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, in the City of St. Charles, Kane County, Il.

Said excepted parcels contain 0.636 acres, more or less.

Said parcel without the excepted 0.636 acres contains 44.965 acres, more or less.

EXHIBIT "B"

STREET DESCRIPTION

Generally bounded by the Union Pacific Railroad right-of-way on the north, 12th Street on the west, 5th Street on the east, and just north of Dean Street and State Street on the south, excluding all residential properties.

EXHIBIT "C"

MAP

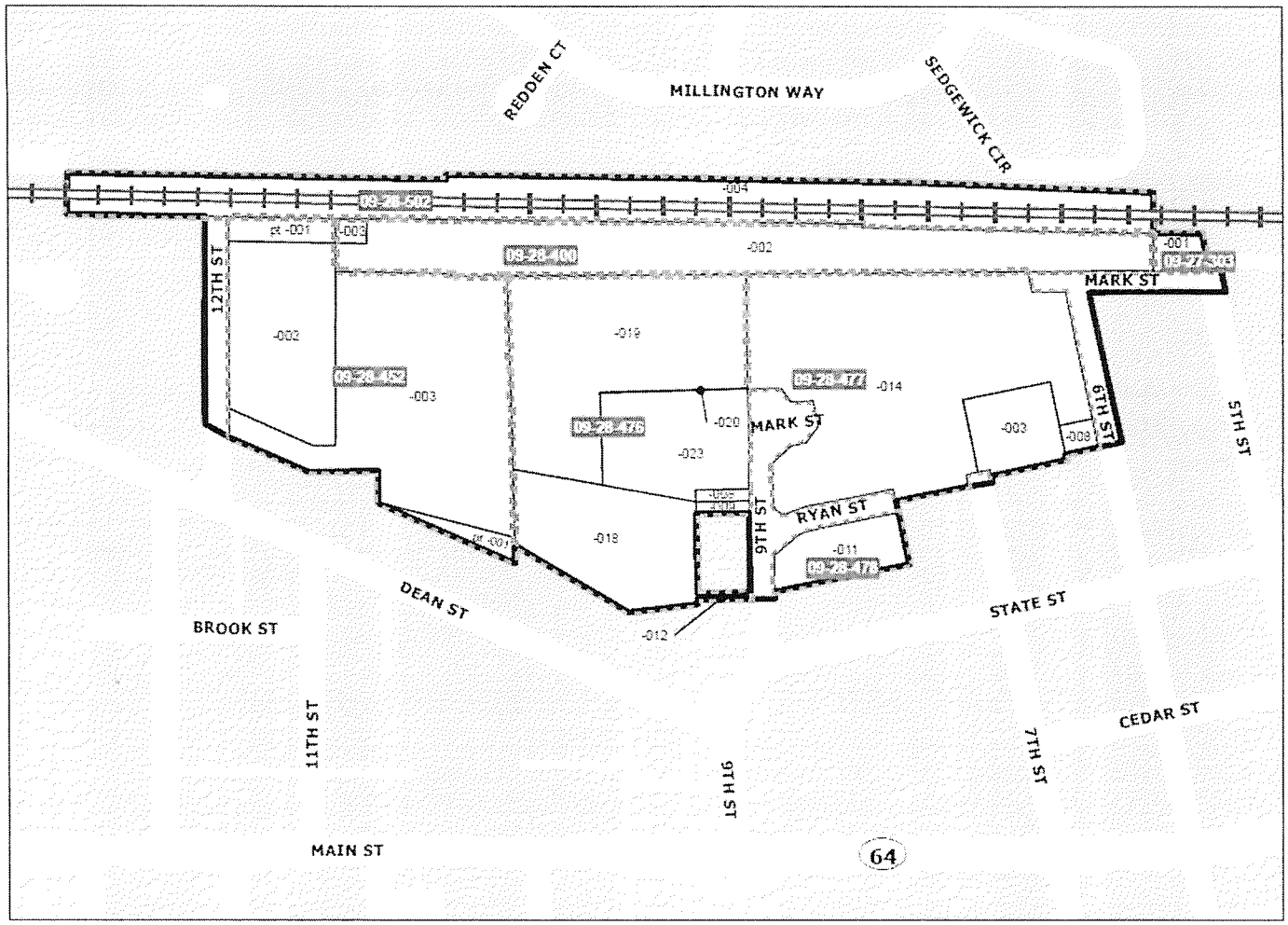
REDDEN CT
MILLINGTON WAY
SEDGEWICK CIR
12TH ST
MARK ST
RYAN ST
9TH ST
8TH ST
5TH ST
DEAN ST
BROOK ST
STATE ST
CEDAR ST
11TH ST
7TH ST
MAIN ST
64

EXHIBIT "D"

LIST OF PINS

PIN
09-27-303-001
09-28-400-002
09-28-400-003
09-28-452-001
09-28-452-002
09-28-452-003
09-28-476-008
09-28-476-009
09-28-476-012
09-28-476-018
09-28-476-019
09-28-476-020
09-28-476-023
09-28-477-003
09-28-477-008
09-28-477-014
09-28-478-011
09-28-502-004

II B

City of St. Charles, Illinois
Ordinance No. _____

An Ordinance Of The City Of St. Charles, Kane And Du Page Counties, Illinois, Approving A Tax Increment Redevelopment Plan And Redevelopment Project For The Lexington Club Redevelopment Project Area

WHEREAS, the City Council (the "Corporate Authorities") of the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), has heretofore determined that the stable economic and physical development of the City is endangered by the presence of blighting and other adverse factors, with a resulting decline of the City which impairs the value of private investments and threatens the sound growth and the tax base of the City and the taxing districts having the power to tax real property in the City (the "Taxing Districts") and threatens the health, safety, morals and welfare of the public; and

WHEREAS, the Corporate Authorities have heretofore determined that in order to promote and protect the health, safety, morals and welfare of the public that blighting and other adverse conditions in the City need to be eradicated and that redevelopment of the City be undertaken and that to remove and alleviate blighting and adverse conditions in the City it is necessary to encourage private investment and restore and enhance the tax base of the City and the Taxing Districts by such redevelopment; and

WHEREAS, the City has heretofore caused to be conducted and made available for public inspection an eligibility study (the "Report") to determine whether the proposed Lexington Club Redevelopment Project Area (the "Area") qualifies as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*; the "TIF Act"), which study was conducted by S. B. Friedman & Company ("Friedman"); and

WHEREAS, the City has heretofore evaluated various lawfully available programs to provide such assistance and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the City for the proposed Area; and

WHEREAS, Friedman is a planning and financial services firm having a national reputation for expertise in tax increment allocation and redevelopment financing in the State of Illinois; and

WHEREAS, Friedman has heretofore concluded and has advised the City that the proposed Area qualifies as a "redevelopment project area" under Section 11-74.4-3 of the TIF Act; and

WHEREAS, the City has further caused the preparation of and made available for public inspection a proposed redevelopment plan and project for the proposed Area (collectively, the "Plan"); and

WHEREAS, the proposed Plan does not include the development of vacant land (i) with a golf course and related clubhouse and other facilities or (ii) designated by federal, state, county, or municipal government as public land for outdoor camping and hunting activities or for nature preserves and used for that purpose within five (5) years prior to the adoption of this ordinance; and

WHEREAS, the Corporate Authorities have heretofore found, and it hereby is expressly determined that, the proposed Plan will not result in displacement of residents from ten (10) or more inhabited units, and accordingly a housing impact study need not be performed; and

WHEREAS, none of the redevelopment project costs enumerated in the proposed Plan would provide direct financial support to a retail entity initiating operations in the proposed Area

while terminating operations at another Illinois location within ten (10) miles of the proposed Area but outside the boundaries of the City; and

WHEREAS, the proposed Plan sets forth in writing the program to be undertaken to accomplish the objectives of the City and includes an itemized list of estimated redevelopment project costs proposed for the proposed Area, evidence indicating that the proposed Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Area on or any increased demand for services from any taxing district affected by the Plan and any program to address such financial impact or increased demand, the sources of funds to pay costs, the nature and term of the obligations to be issued, the most recent equalized assessed valuation of the Area, an estimate as to the equalized assessed valuation after redevelopment and the general land uses to apply in the Area, a commitment to fair employment practices and an affirmative action plan, and a certification that the Plan will not result in displacement of residents from ten (10) or more inhabited units, and the Plan accordingly complies in all respects with the requirements of the TIF Act; and

WHEREAS, the City has heretofore convened a joint review board consisting of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district and county that will have the authority to directly levy taxes on the property within the proposed Area at the time the proposed Area is designated, a representative selected by the City, and a public member (the "JRB"), as required by and in all respects in compliance with the provisions of the TIF Act; and

WHEREAS, the JRB has met at the times and as required by the TIF Act and has reviewed the public record, planning documents and a form of proposed ordinance approving the proposed Plan; and

WHEREAS, a recommendation from the JRB to approve the Plan has been submitted to the City; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities heretofore called a public hearing (the "Hearing") relative to the Plan and the designation of the proposed Area as a redevelopment project area under the TIF Act and fixed the time and place for such Hearing, being the 6th day of February, 2012, at 7:00 P.M., at the City Hall, 2 East Main Street, St. Charles, Illinois; and

WHEREAS, due notice in respect to such Hearing was given pursuant to Section 11-74.4-6 of the TIF Act, said notice, together with a copy of the Plan, and the name of a person to contact for further information, being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on December 20, 2011, by publication on January 10, 2012, and January 24, 2012, and by certified mail to taxpayers within the proposed Area on December 29, 2011; and

WHEREAS, notice of the availability of the Report and the Plan, including how to obtain this information, was provided by mail on the 20th day of December, 2011, to all residential addresses that, after a good faith effort, the City determined are located outside the boundaries of the proposed Area which are within 750 feet of the boundaries of the proposed Area; and

WHEREAS, the City held the Hearing on February 6, 2012, at the City Hall, 2 East Main Street, St. Charles, Illinois; and

WHEREAS, at the Hearing any interested person or affected taxing district was permitted to file with the City Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the City heard and determined all protests and objections at the Hearing; and

WHEREAS, the Hearing was adjourned on the 6th day of February, 2012; and

WHEREAS, this Ordinance was introduced to the Corporate Authorities at its regular meeting on April 16, 2012, within ninety (90) days of the final adjournment of the Hearing; and

WHEREAS, subsequent to the Hearing, the proposed Plan has been revised with respect to the estimated amount of TIF eligible costs (the "Change"), but has not been otherwise changed since the adjournment of the Hearing; and

WHEREAS, notice of the Change was (a) mailed to each affected taxing district and registrant on the interested parties registry, if any, on 11/20, 2012 and (b) published in a newspaper of general circulation within the affected taxing districts on 11/9, 2012; and

WHEREAS, the Plan, which incorporates the Report, sets forth the factors which cause the proposed Area to be classified as a combination of both blighted areas and conservation areas, and the Corporate Authorities have reviewed the information concerning such factors presented at the Hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area which could cause the area to be a combination of both a "blighted area" and a "conservation area" as defined in the TIF Act; and

WHEREAS, the Corporate Authorities have reviewed evidence indicating that the proposed Area on the whole has not been subject to growth and development through investment by private enterprise and have reviewed the conditions pertaining to lack of private investment in

the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have made an assessment of any financial impact of the proposed Area on or any increased demand for services from any taxing district affected by the Plan and any program to address such financial impact or increased demand; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and also the existing comprehensive plan for development of the City as a whole to determine whether the proposed Plan conforms to such comprehensive plan of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. That the recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this ordinance.

Section 2. The Corporate Authorities hereby make the following findings:

(a) The proposed Area is described in Exhibit "A" attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the proposed Area is described in Exhibit "B" attached hereto and incorporated herein as if set out in full by this reference. The map of the proposed Area is depicted on Exhibit "C" attached hereto and incorporated herein as if set out in full by this reference.

(b) There exist conditions which cause the proposed Area to be subject to designation as a redevelopment project area under the TIF Act and to be classified as a combination of both a "blighted area" and a "conservation area" as defined in Section 11-74.4-3 of the TIF Act.

(c) The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

(d) The Plan conforms to the comprehensive plan for the development of the City as a whole.

(e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the project is not later than December 31, 2037 and the estimated date of the retirement of all obligations incurred, if any, to finance redevelopment project costs as defined in the Plan is not later than December 31, 2037, being the year in which payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which this ordinance is adopted.

(f) The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed project improvements are included in the proposed Area.

(g) The Change (i) does not add additional parcels of property to the proposed Area, (ii) does not substantially affect the general land uses proposed in the Plan, (iii) substantially change the nature of, or extend the life of the project, or (iv) increase the number of inhabited residential units to be displaced from the proposed Area to a total of more than ten (10).

Section 3. The proposed Plan which was the subject matter of the public hearing held on the 6th day of February, 2012, with the Change referenced in the recitals of this Ordinance, is hereby adopted and approved. A copy of the Plan is set forth in Exhibit "D" attached hereto and incorporated herein as if set out in full by this reference.

Section 4. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage, approval and publication in pamphlet form as provided by law.

Section 6. The City Clerk is hereby expressly directed to transmit forthwith to the County Clerk of The County of Kane, Illinois, a certified copy of this Ordinance.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2013.

_____
Donald P. DeWitte, Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays
Absent:
Abstain:

EXHIBIT "A"

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, Kane County, Illinois, more particularly described as follows:

Beginning at the intersection of the centerline of Fifth Street as platted in the City of St. Charles with the South Line of a tract of land described in a warranty deed recorded June 4, 1886, in Book 243, Page 17; thence North 89°41'25" East 30.60 feet to the East Right of Way line of said street; thence South 11°41'01" East along said East Right of Way line 51.00 feet to the extended South Right of Way line of Mark Street; thence South 89°41'25" West along said South Right of Way line 331.48 feet to the intersection of said South Right of Way line and the East Right of Way line of Sixth Street; thence South 11°43'06" East along said East Right of Way line 383.57 feet; thence South 78°28'06" West 140.00 feet; thence South 11°43'06" East 19.85 feet, thence South 78°39'16" West 185.05 feet to the East Right of Way line of Seventh Street; thence South 11°33'41" East along said East Right of Way line 5.99 feet to the extended centerline of vacated Ryan Street recorded October 11, 1983 as Document 1648957; thence South 78°23'42" West along said extended centerline 242.00 feet to the West line of said vacated Ryan Street; thence South 11°33'41" East along said West line extended 160.00 feet; thence South 78°26'50" West 337.57 feet to the East Right of Way line of Ninth Street; thence South 00°55'11" East along said East Right of Way line 24.93 feet to the extended South line of Lot 16 of Millington's Third Addition to St. Charles recorded May 4, 1926 as Document 272865; thence South 89°41'25" West along said South line 192.01 feet to the Southwest corner of said Lot 16; thence South 00°55'11" East 8.82 feet, thence South 82°45'00" West 164.06 feet; thence North 60°19'00" West 332.49 feet; thence South 01°31'00" East 42.00 feet; thence North 64°34'00" West 370.90 feet; thence North 00°00'00" West 67.19 feet; thence South 90°00'00" West 175.00 feet; thence North 66°13'00" West 274.27 feet to the West Right of Way line of Twelfth Street; thence North 00°00'28" East along said West Right of Way line 512.12 feet to the South Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the North line of Fox Meadow Estates recorded December 14, 1993 as Document 93K100653; thence North 89°11'00" West along said South Right of Way line 336.06 feet to the West line of said Southeast Quarter; thence North 00°00'28" East along said West line 100.01 feet to the North Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the South line of Porter Business Park recorded September 25, 2006 as Document 2006K104660; thence South 89°11'00" East along said North Right of Way line 931.85 feet, thence North 01°07'05" West along said North Right of Way line 15.01 feet to a line coincident with Said North Right of Way line and the South line of Unit Number 1 Timbers recorded June 4, 1986 as Document 1774209; thence South 89°11'00" East along said North Right of Way line to the East line of Said Southeast Quarter; thence southerly along said East line to said South Right of Way line of the Chicago and Northwest Transportation Company said South Right of Way line being coincident with the North line of said tract; thence South 89°11'00" East along said South Right of Way line to the intersection of said South Right of Way line and the extended centerline of Fifth Street; thence South 11°41'01" East along said extended centerline 93.59 feet to the Point of Beginning.

Excepting therefrom the following described parcels:

Lots 12, 13, 14, and 15 of Block 5 of Millington's Third Addition to St. Charles, recorded May 4, 1926 as Document 272865, a subdivision being part of the Southwest Quarter of Section 27 and the Southeast

Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, in the City of St. Charles, Kane County, Il.

Said excepted parcels contain 0.636 acres, more or less.

Said parcel without the excepted 0.636 acres contains 44.965 acres, more or less.

EXHIBIT "B"

STREET LOCATION

Generally bounded by the Union Pacific Railroad right-of-way on the north, 12th Street on the west, 5th Street on the east, and just north of Dean Street and State Street on the south, excluding all residential properties.

EXHIBIT "C"

MAP

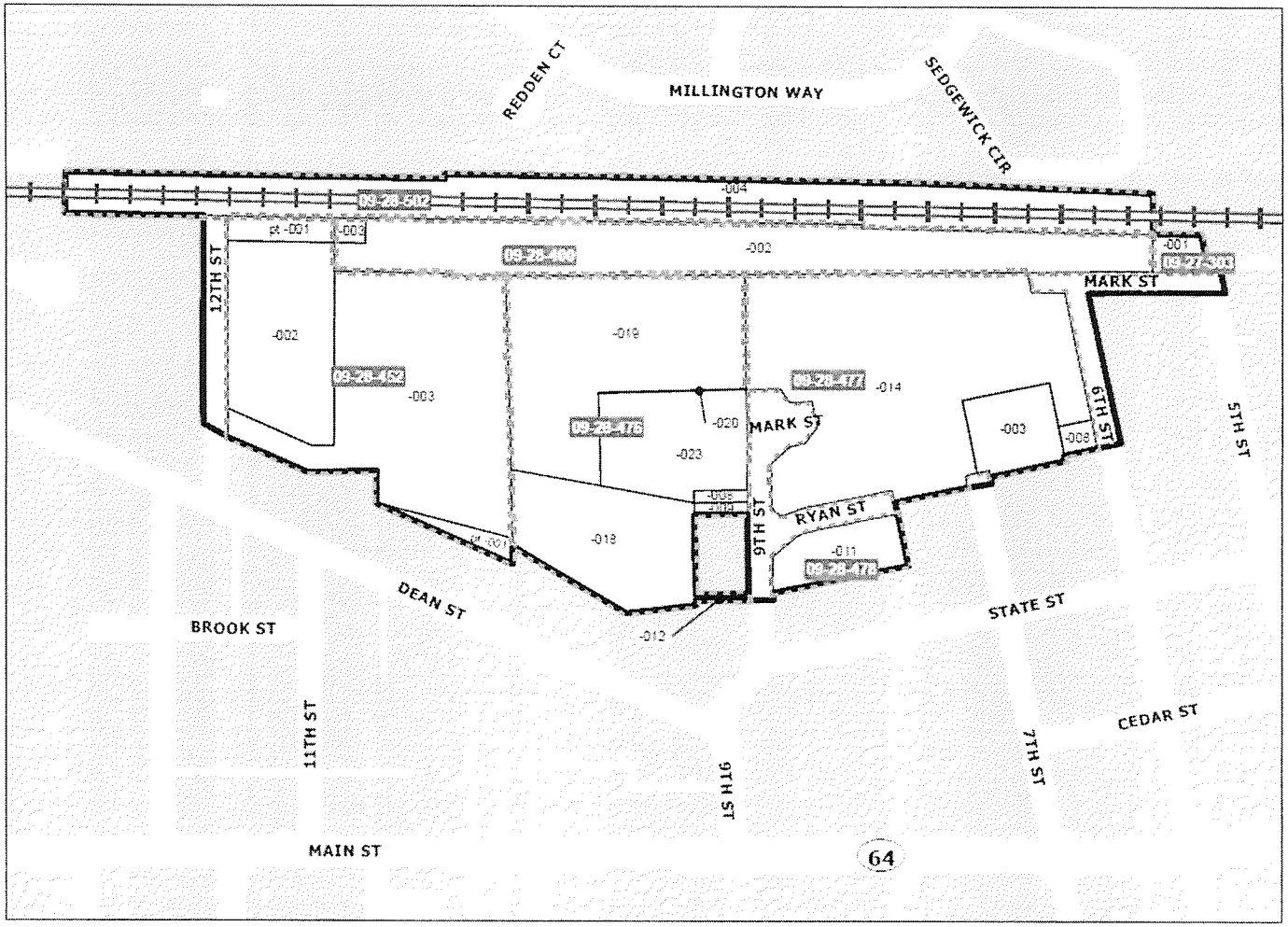
REDDEN CT
MILLINGTON WAY
SEDGEWICK CIR
MARK ST
12TH ST
6TH ST
5TH ST
MARK ST
RYAN ST
9TH ST
DEAN ST
BROOK ST
STATE ST
CEDAR ST
11TH ST
9TH ST
7TH ST
MAIN ST

EXHIBIT "D"

PLAN AND PROJECT

CITY OF ST. CHARLES

Lexington Club Redevelopment Project Area

Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project

July 25, 2012

SB Friedman
Development Advisors

VISION | ECONOMICS | STRATEGY | FINANCE | IMPLEMENTATION

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S. B. Friedman & Company
221 North LaSalle Street, Suite 820
Chicago, Illinois 60601-1317
Phone: (312) 424-4250
Email: info@friedmanco.com

1. Executive Summary

In July of 2011, *S. B. Friedman & Company* ("*SB Friedman*") was engaged by the City of St. Charles (the "City") to conduct a Tax Increment Financing Eligibility Study and prepare a Redevelopment Plan and Project (the "Redevelopment Plan"). This report details the eligibility factors found within the Lexington Club Redevelopment Project Area Tax Increment Financing District (the "Lexington Club RPA" or the "RPA") in support of its designation as a "conservation area" for improved parcels and a "blighted area" for vacant parcels within the definitions set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"). This report also contains the Redevelopment Plan and Project for the Lexington Club RPA.

The Lexington Club RPA consists of approximately 18 tax parcels. Thirteen of these parcels are vacant, park land or railroad right-of-way and contain no permanent buildings, and five parcels are improved and contain buildings, public utility infrastructure or ancillary improvements. The study area comprises approximately 45 acres of land, of which approximately 30 acres are vacant, 6 acres are improved, and 10 acres are road or railroad right of way. The majority of the RPA formerly held the Applied Composites industrial facility. The boundary of the RPA roughly includes the Union Pacific Railroad tracks and parcels to the south, between 12th Street to the west and 5th Street to the east. The RPA boundary extends to just north of Dean Street and State Street, excluding residential properties.

Determination of Eligibility

This report concludes that the Lexington Club RPA is eligible for Tax Increment Financing ("TIF") designation as a "conservation area" for improved parcels and a "blighted area" for vacant parcels under the Act due to three findings:

- The improved parcels qualify as a "conservation area" because building age plus the following six (6) eligibility factors were found to be present to a meaningful extent and reasonably distributed throughout the improved portions of the RPA:

    1. Deterioration
    2. Presence of Structures Below Minimum Code Standards
    3. Inadequate Utilities
    4. Deleterious Land Use or Layout
    5. Lack of Community Planning
    6. Lack of Growth in Equalized Assessed Value

- The currently vacant parcels that formerly held the Applied Composites facility qualify as "blighted improved area" immediately prior to becoming vacant. *SB Friedman* conducted a TIF eligibility study in 2008 that found ten (10) eligibility factors for improved land present to a meaningful extent and reasonably distributed throughout the RPA:

    1. Obsolescence
    2. Deterioration
    3. Excessive Vacancy
    4. Lack of Ventilation, Light, or Sanitary Facilities
    5. Inadequate Utilities

6. Excessive Land Coverage and Overcrowding of Structures
7. Deleterious Land Use or Layout
8. Environmental Clean-Up
9. Lack of Community Planning
10. Lack of Growth in Equalized Assessed Value

- The vacant, not formerly improved, parcels were found to be blighted under the Act due to the presence of the following three (3) eligibility factors present to a meaningful extent and reasonably distributed throughout the RPA:

    1. Obsolete Platting
    2. Adjacent to Deterioration
    3. Environmental Clean-Up

The factors are defined under the Act at 65 ILCS 5/11-74.4-3 (a) and (b) and are more fully described herein.

Redevelopment Plan Goal, Objectives and Strategies

The overall goal of this TIF Eligibility Study and Redevelopment Plan is to reduce or eliminate conditions that qualify the Lexington Club RPA as a conservation area for improved parcels and a blighted area for vacant parcels and to provide the direction and mechanisms necessary to establish the RPA as a vibrant residential area through new residential and other development and stimulate the redevelopment of vacant and underutilized parcels. Redevelopment of the RPA will strengthen the economic base and enhance the quality of life of the City as a whole through the rehabilitation of a contaminated site.

Rehabilitation and redevelopment of the RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use tax increment financing, as well as other funding sources, to reinforce and encourage new private investment.

Objectives. Four (4) objectives support the overall goal of area-wide revitalization of the Lexington Club RPA. These objectives include:

1. Facilitate the assembly, preparation, and marketing of available sites in the RPA for new residential, civic/cultural, governmental uses as allowed by the Act, and recreational development including corrective actions to address environmental problems to permit development and redevelopment, as needed or appropriate;

2. Facilitate and encourage the construction of new residential, recreational and civic/cultural development where appropriate;

3. Support the goals and objectives of other overlapping plans, including the City's comprehensive plan and other TIF redevelopment plans, and coordinate available federal, state, and local resources to further the goals of this Redevelopment Plan;

4. Increase employment opportunities for City residents.

Strategies. These objectives will be implemented through two (2) specific and integrated strategies:

1. **Facilitate Site Preparation.** The City may support redevelopment in the RPA by conducting or providing financial assistance for site preparation. Site preparation may include such preparatory work as demolition of existing improvements and environmental remediation, where appropriate.

2. **Encourage Private Sector Activities.** Through the creation and support of public-private partnerships or through written agreements, the City may provide financial and other assistance to encourage the private sector, including local property owners and businesses, to undertake rehabilitation and redevelopment projects and other improvements that are consistent with the goals of this Redevelopment Plan.

Required Findings and Tests

The required conditions for the adoption of this Redevelopment Plan and Project are found to be present within the Lexington Club RPA.

First, the City is required to evaluate whether or not the RPA has been subject to growth and private investment and must substantiate a finding of lack of such investment prior to establishing a tax increment financing district. Supporting this finding, the RPA is primarily comprised of vacant land, with three buildings and ancillary improvements, and no new building activity has occurred in the RPA in recent years. Two of the buildings were constructed more than 40 years ago, and the third is a public utility structure constructed over 15 years ago. The industrial buildings that formerly existed in the RPA were vacant from 2005 until demolition, which occurred in phases between 2008 and 2011.

Second, the City is required to find that, but for the designation of the TIF district and the use of tax increment financing, it is unlikely that significant investment will occur in the Lexington Club RPA.

Without the support of public resources, the redevelopment objectives for the RPA would most likely not be realized. The area-wide improvements and development assistance resources needed to redevelop and revitalize the Lexington Club RPA as a vibrant residential area are extensive and costly, and the private market, on its own, has shown little ability to absorb all of these costs. Significant environmental contamination throughout the RPA exists due to much of the area's use for industrial purposes throughout the 20th century. Multiple environmental studies have identified soil and groundwater contamination from various sources, with remediation required before development of the area can progress.

Public resources to assist site preparation and environmental remediation are needed to leverage private investment and facilitate area-wide redevelopment consistent with the City's comprehensive plan. The City's general fund does not have the financial capacity to make these improvements. TIF funds can be used to fund environmental remediation, site assembly and preparation and other related costs. Accordingly, but for the designation of a TIF district, these projects, which would contribute substantially to area-wide redevelopment, are unlikely to occur.

Third, the Lexington Club RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan improvements.

Finally, the proposed land uses described in this Redevelopment Plan are consistent with the comprehensive plan of the City. The redevelopment opportunities identified in this Redevelopment Plan will be substantially supported and their implementation facilitated through the creation of the Lexington Club RPA.

2. Introduction

The Study Area

This document serves as the eligibility study ("Eligibility Study") and Redevelopment Plan and Project for the Lexington Club RPA. The Lexington Club RPA is located within the City of St. Charles, in Kane County (the "County"). In July 2011, *S. B. Friedman & Company* was engaged by the City to conduct a study of the properties in the RPA to determine whether said properties qualify for status as a "blighted area" and/or "conservation area" under the Act. *SB Friedman* had previously completed a TIF Eligibility Reconnaissance Study in September 2008 for the former Applied Composites improved parcels in the RPA.

The location of the Lexington Club RPA is shown on **Map 1** on page 7. The Lexington Club RPA consists of approximately 18 tax parcels and adjacent rights of way. Thirteen parcels are vacant land or open space and five parcels are currently improved. Approximately 30 acres are vacant, 6 acres improved, and 10 acres are rights-of way. The boundary of the RPA includes the Union Pacific Railroad tracks and parcels to the south, from 12th Street on the west to 5th Street on the east. The RPA boundary extends to just north of Dean Street and State Street, excluding all residential properties. **Map 2** on page 8 details the boundaries of the Lexington Club RPA, including only those contiguous parcels of real property that are expected to benefit substantially by the redevelopment improvements discussed herein.

The Lexington Club RPA boundary encloses an area that was used for various industrial and manufacturing purposes from the late 1800's through 2005. A wide range of conditions were identified that hinder the potential to redevelop the area, including environmental contamination, deterioration of infrastructure, inadequate utilities, lack of community planning, stagnating or declining property values, and deleterious land use. Without infrastructure upgrades and remediation of environmental conditions on the former Applied Composites site, potential development opportunities in the RPA will likely not be realized.

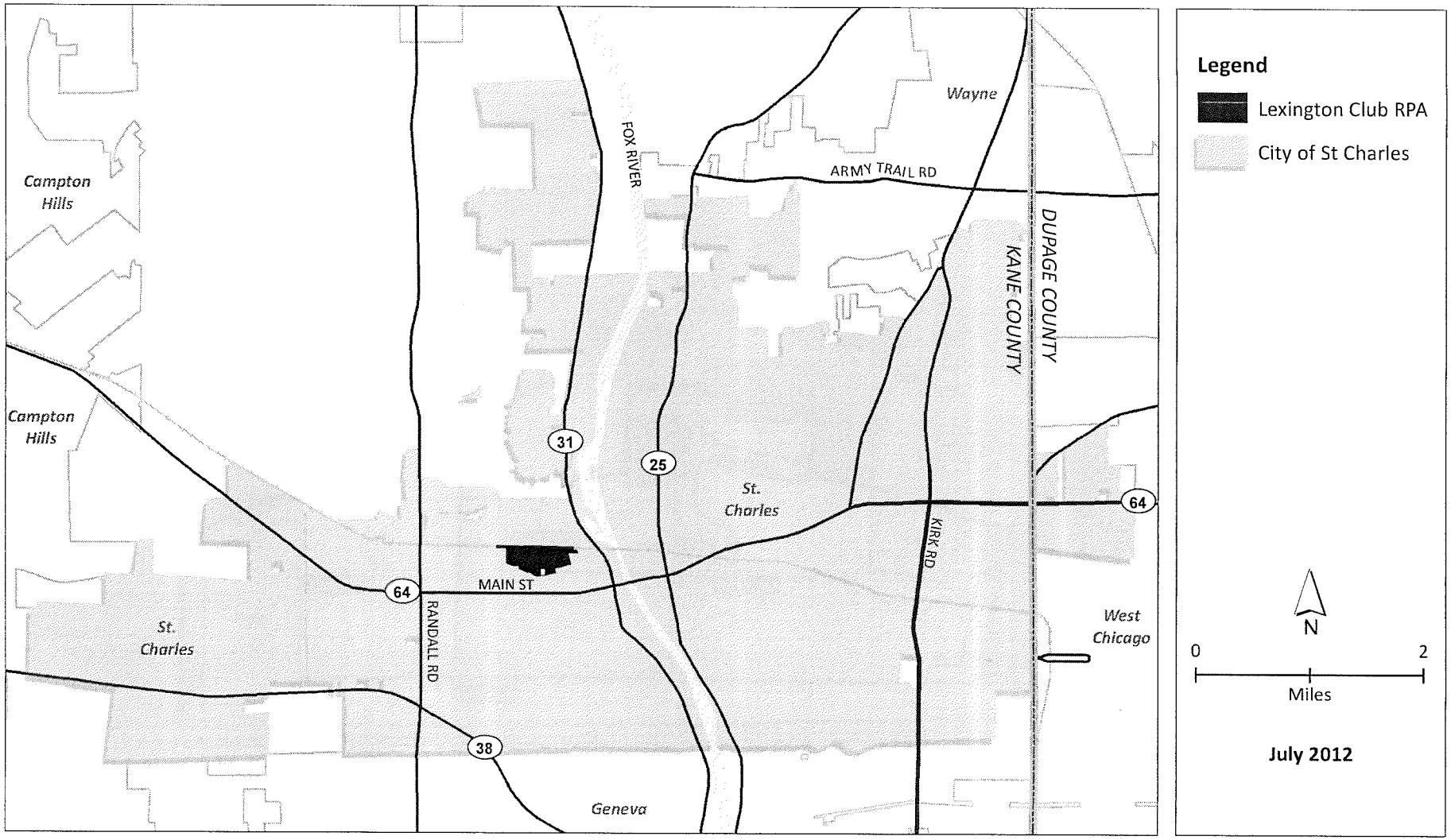
The Eligibility Study covers events and conditions that exist and that were determined to support the designation of the Lexington Club RPA as a "conservation area" for improved parcels and a "blighted area" for vacant land under the Act at the completion of our research in November 2011, and conditions of the Applied Composites improvements prior to demolition, as memorialized in September of 2008, and not thereafter. These events or conditions include, without limitation, governmental actions and additional developments.

This Eligibility Study and Redevelopment Plan summarize the analysis and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of *SB Friedman.* The City is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Lexington Club RPA as a redevelopment project area under the Act. *SB Friedman* has prepared this Redevelopment Plan with the understanding that the City would rely (1) on the findings and conclusions of this Redevelopment Plan in proceeding with the designation of the Lexington Club RPA and the adoption and implementation of this Redevelopment Plan, and (2) on the fact that *SB Friedman* has obtained the necessary information including, without limitation, information relating to the equalized assessed value of parcels comprising the Lexington Club RPA, so that this Redevelopment Plan will comply with the Act and that the Lexington Club RPA can be designated as a redevelopment project area in compliance with the Act.

History of the Study Area

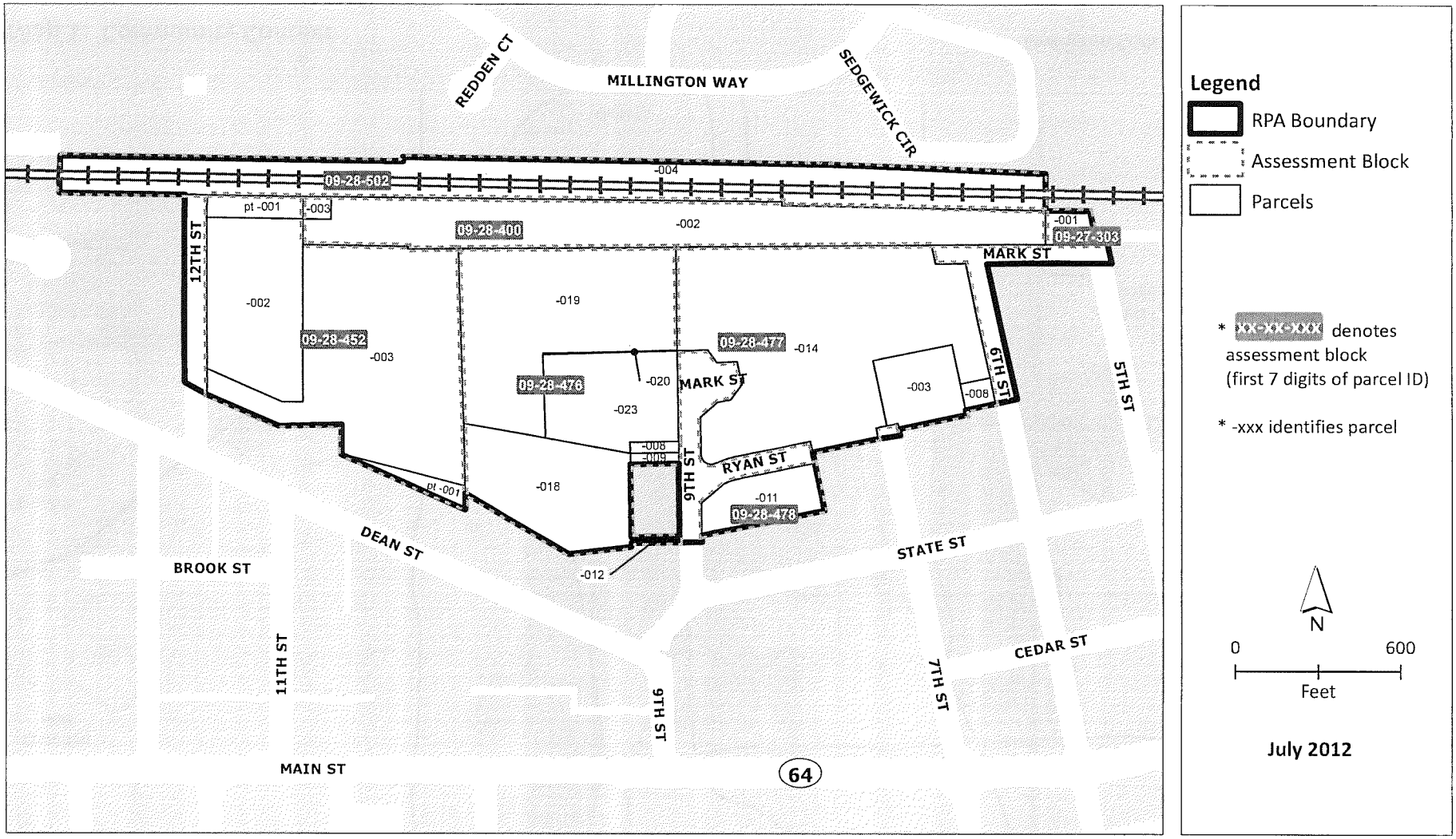
The Lexington Club RPA boundaries enclose an area that was used for various industrial and manufacturing purposes from the late 1800's through 2005. Most recently, the site housed the Applied Composites industrial facility. Beginning in the early 1900's, rope nets and hammocks were produced on the site, followed by pressed wood and other fibrous composite products from the 1920's to 2005. Before demolition began, the Applied Composites facility consisted of 27 attached buildings enclosing approximately 336,000 square feet of industrial space.

During the time that Applied Composites and other companies manufactured products on the site over the past century, portions of the land in RPA were also used for dumping activities and settling lagoons for manufacturing byproducts. At least eleven recognized environmental conditions (RECs) have been identified throughout the RPA from the manufacturing operations undertaken. RECs include the former settling lagoons, mounds of buried materials, underground storage tanks, among other contamination. Significant environmental remediation, additional testing and monitoring is needed to ensure the area is safe for future development.



Map 1: Community Context

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 2: RPA Boundary

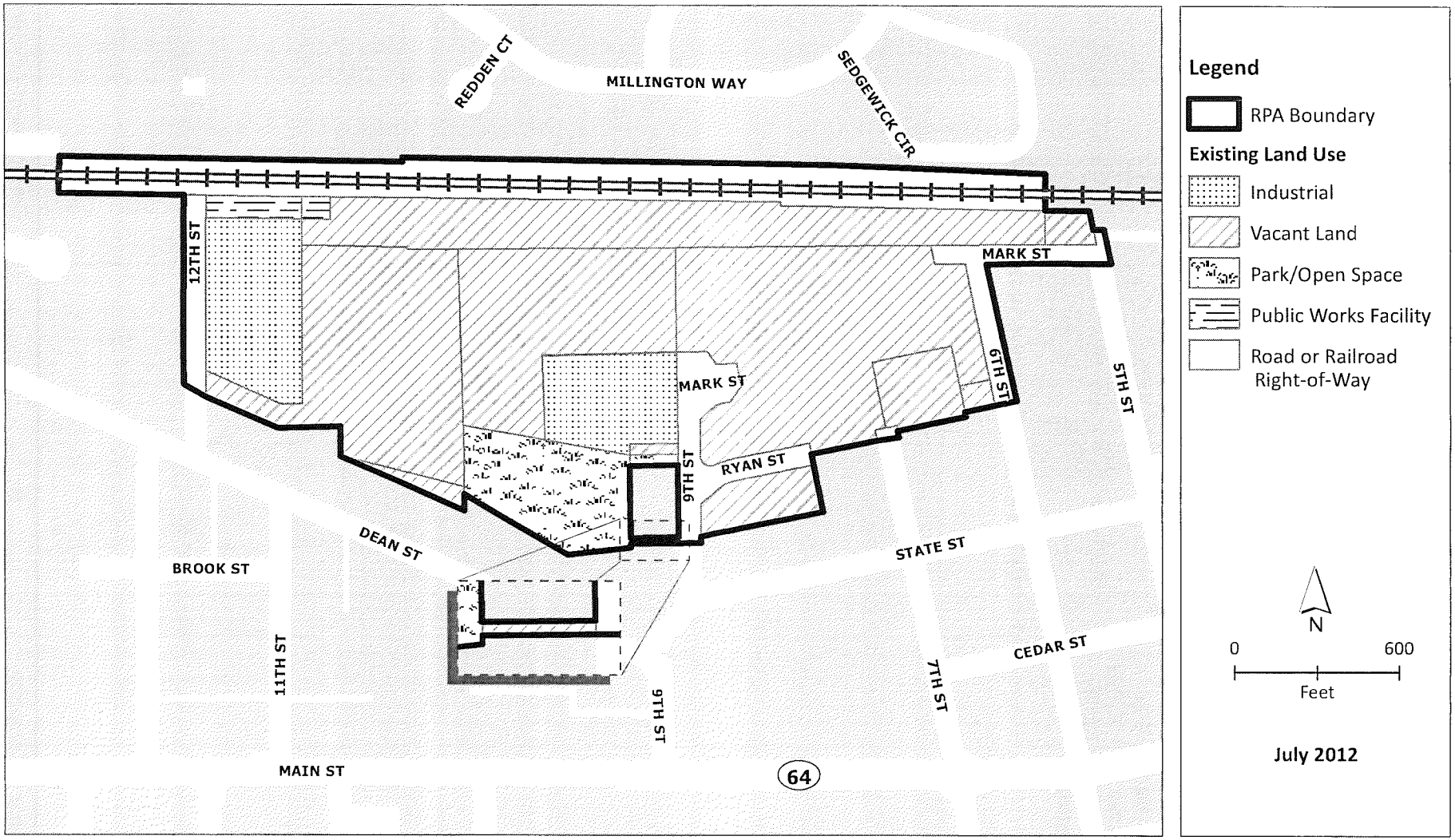
Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

Existing Land Use

Based upon *SB Friedman's* research, six (6) primary land uses have been identified within the Lexington Club RPA:

- Vacant Land
- Park and Open Space
- Road Right-of-Way
- Railroad Right-of-Way
- Public Works Facility
- Industrial

The existing land use in the Lexington Club RPA is shown in **Map 3** on the following page.



Map 3: Existing Land Use

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

3. Eligibility Analysis

Provisions of the Illinois Tax Increment Allocation Redevelopment Act

Based upon the conditions found within the Lexington Club RPA at the completion of *S. B. Friedman & Company's* research, it has been determined that the Lexington Club RPA meets the eligibility requirements of the Act as a conservation area for improved land and a blighted area for vacant land. The following outlines the provisions of the Act to establish eligibility.

Under the Act, two (2) primary avenues exist to establish eligibility for an area to permit the use of tax increment financing for area redevelopment: declaring an area as a "blighted area" and/or a "conservation area."

"Blighted areas" are those improved or vacant areas with blighting influences that are impacting the public safety, health, morals, or welfare of the community and are substantially impairing the growth of the tax base in the area. "Conservation areas" are those improved areas which are deteriorating and declining and soon may become blighted if the deterioration is not abated.

The statutory provisions of the Act specify how a district can be designated as a "conservation area" and/or "blighted area" district based upon an evidentiary finding of certain eligibility factors for improved properties listed in the Act. According to the Act, "blighted areas" for improved land must have a combination of five (5) or more of these eligibility factors acting in concert which threaten the health, safety or welfare of the proposed district. "Conservation areas" must have a minimum of 50% of the total structures within the area aged 35 years or older, plus a combination of three (3) or more additional eligibility factors which are detrimental to the public safety, health, morals or welfare and which could result in such an area becoming a blighted area. The eligibility factors are identical for each designation.

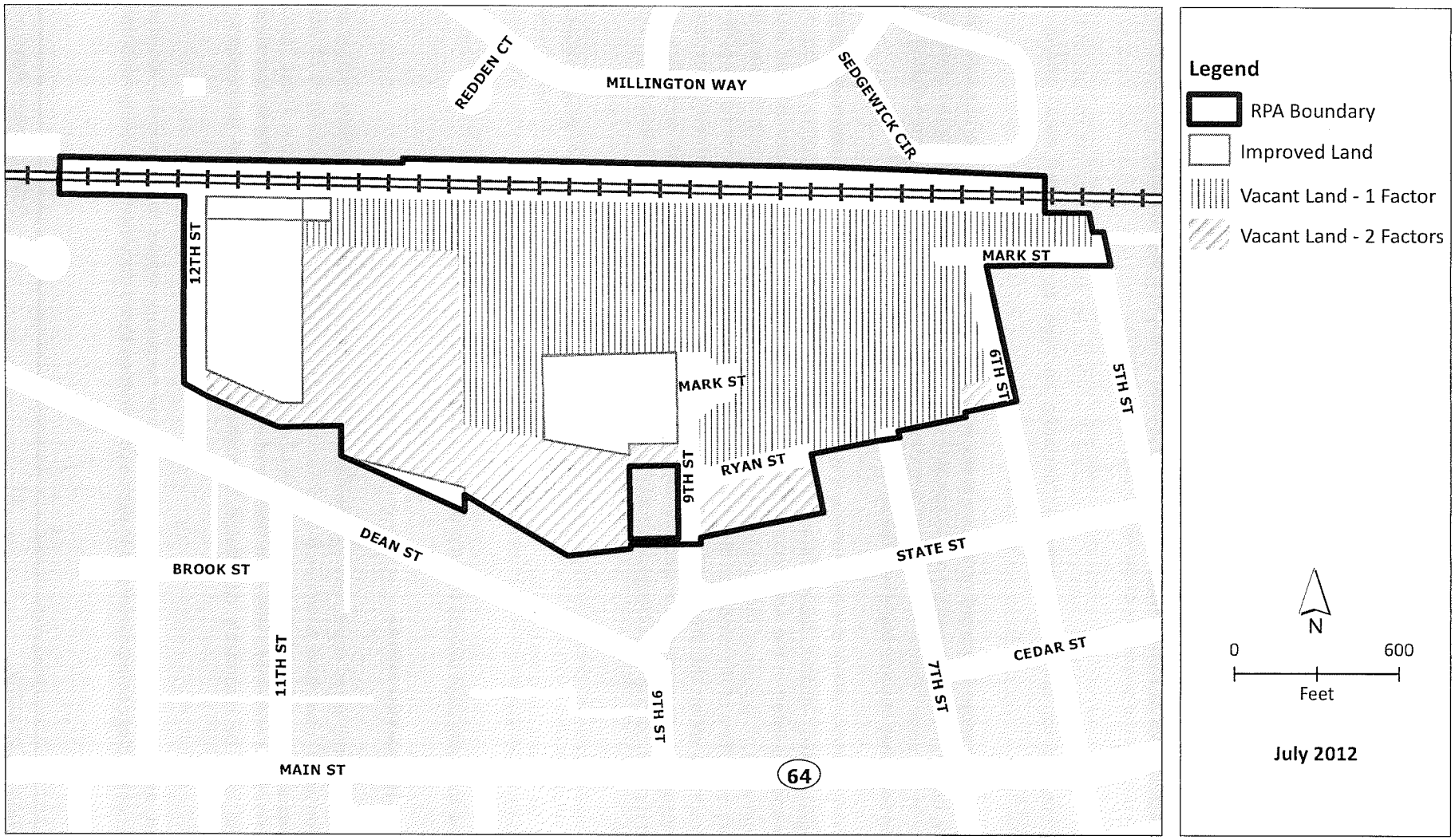
A separate set of factors exists for the designation of vacant land as a "blighted area", as described in the Factors for Vacant Land section later in this chapter. There is no provision for designating vacant land as a conservation area.

Map 4 on the following page depicts the improved and vacant parcels within the RPA.

Factors for Improved Areas

As explained, "blighted areas" must have a combination of five (5) or more of these eligibility factors and "conservation areas" must have a minimum of 50% of the total structures within the area aged 35 years or older, plus a combination of three (3) or more of the eligibility factors listed below. These factors must be present to a meaningful extent so that the municipality may reasonably find the factors clearly present, and must be reasonably distributed throughout the improved part of the redevelopment project area.

Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition



Map 4: Improved and Vacant Land

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

Illegal use of individual structures. The use of structures in violation of the applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Lack of ventilation, light or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

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

Factors for Vacant Land

According to the Act, there are two ways by which vacant land can be designated as "blighted." One way is to find that at least one (1) of the six (6) factors discussed under "One Factor Test" is present to a meaningful extent and reasonably distributed throughout the study area. The second way is to find that at least two (2) of six (6) factors from the list discussed below under "Two Factor Test" are present to a meaningful extent and reasonably distributed throughout the study area.

ONE FACTOR TEST

Under the provisions of the "blighted area" section of the Act, if the land is vacant, an area qualifies as "blighted" if one (1) or more of the following factors which impairs the sound growth of the redevelopment project area is found.

- Contains unused quarries, mines or strip mine ponds
- Contains unused rail yards, rail track or railroad rights-of-way
- Is subject to or contributes to chronic flooding
- Contains unused or illegal dumping sites

- Was designated as a town center prior to January 1, 1982, is between 50 and 100 acres and is 75 percent vacant land
- Qualified as a blighted improved area prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area

TWO FACTOR TEST

Under the provisions of the "blighted area" section of the Act, if the land is vacant, an area qualifies as "blighted' if a combination of two (2) or more of the following factors may be identified which combine to impair the sound growth of the redevelopment project area.

Obsolete Platting of Vacant Land. Parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

Diversity of Ownership. Diversity of ownership is when adjacent properties are owned by multiple parties. When diversity of ownership of parcels of vacant land is sufficient in number to retard or impede the ability to assemble the land for development, this factor applies.

Tax and Special Assessment Delinquencies. Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

Deterioration of Structures or Site Improvements in Neighboring Areas Adjacent to the Vacant Land. Evidence of structural deterioration and area disinvestment in blocks adjacent to the vacant land may substantiate why new development had not previously occurred on the vacant parcels.

Environmental Contamination. The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

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

Methodology Overview and Determination of Eligibility

Analysis of the eligibility factors was conducted through research involving an extensive exterior survey of all properties within the Lexington Club RPA in 2008 and again in 2011, as well as a review of building and property records, including building permit data and property assessment information. Our survey of the area established that there are 18 tax parcels within the Lexington Club RPA.

All properties were examined for qualification factors consistent with either "blighted area" or "conservation area" definitions of the Act. Based upon these criteria, the properties within the Lexington Club RPA exhibit the necessary eligibility factors to qualify for a designation as a TIF Redevelopment Project Area as a "conservation area" for improved parcels and a "blighted area" for vacant parcels, as defined by the Act.

SB Friedman conducted field work and property data analysis in Fall 2011 to determine the eligibility of the currently improved parcels in the RPA and of vacant parcels which did not formerly contain Applied Composites buildings. Under the Act, the improved parcels were found to meet the criteria of a "conservation area".

In 2008, *SB Friedman* conducted comprehensive TIF eligibility field work and property data analysis to determine whether the improved Applied Composites property at the time met requirements to qualify as a "blighted area" or "conservation area" under the Act. The five improved parcels that contained the Applied Composites factory in the RPA at the time were found to exhibit sufficient eligibility factors to qualify as a blighted improved area. The blighted buildings in the RPA have since been demolished and the land is currently vacant, so the parcels within the Lexington Club RPA now qualify as a "blighted area" for vacant land, as defined by the Act, based on being a "blighted area for improved land immediately prior to becoming vacant".

The vacant parcels which were not previously improved were found to be a "blighted area" under the two-factor eligibility criteria under the Act.

To arrive at these findings, *SB Friedman* calculated the number of eligibility factors present on a building-by-building or parcel-by-parcel basis and analyzed the spatial distribution of the eligibility factors. When appropriate, we calculated the presence of eligibility factors on infrastructure and ancillary properties associated with the structures. The eligibility factors were correlated to parcels using aerial photographs, property files created from field observations and record searches. The information was then graphically plotted on a parcel map of the Lexington Club RPA to establish the distribution of eligibility factors, and to determine which factors were present to a major extent and reasonably distributed throughout the study area.

Conservation Area Findings

IMPROVED PARCELS

As required by the Act, in order to be designated as a "conservation area," 50% or more of the structures in the Lexington Club RPA must be 35 years old or older and at least three (3) of the improved land eligibility factors must be found to be present to a major extent within the study area.

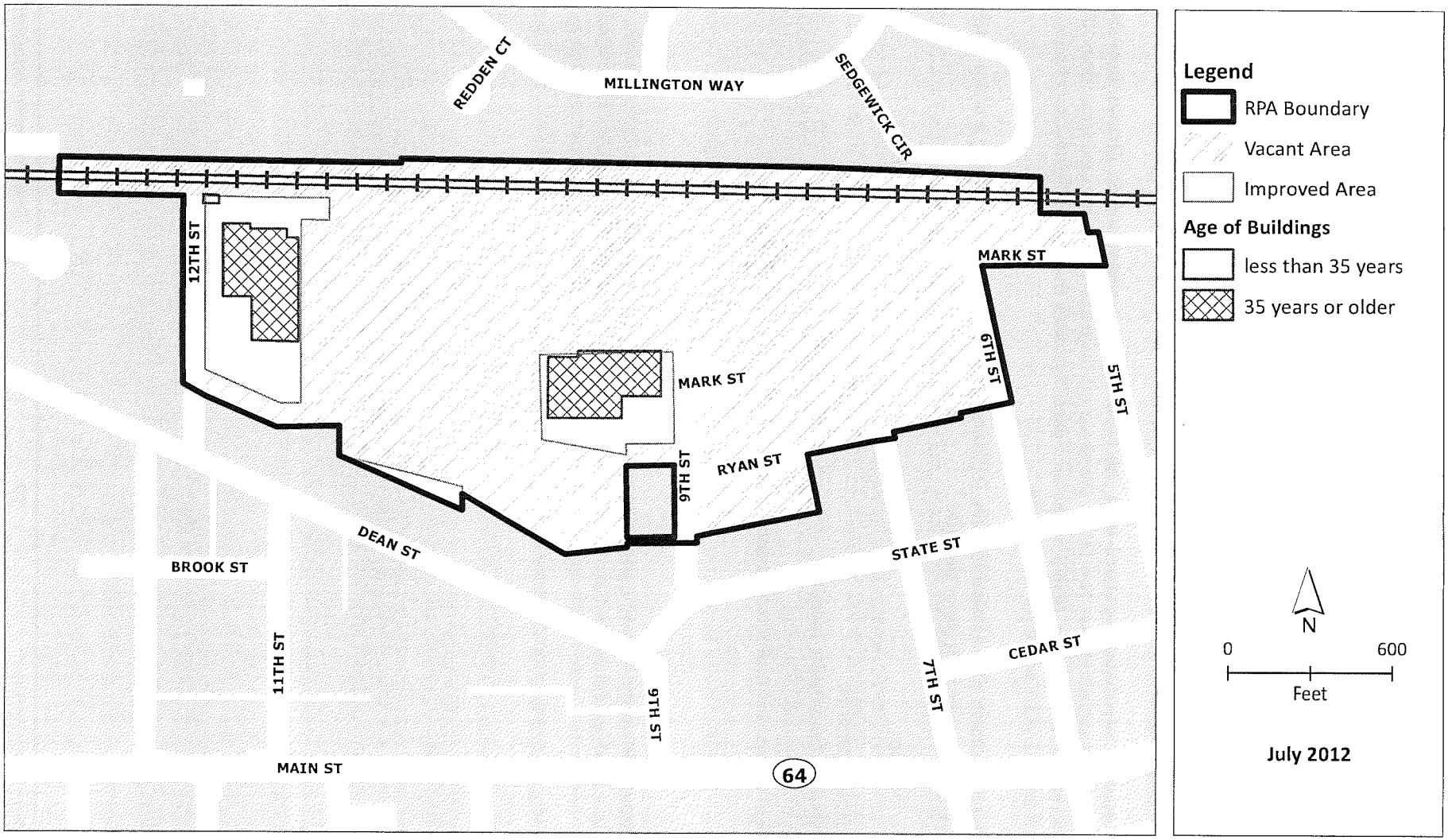
Taking into account information obtained from the Kane County Assessor and St. Charles Township Assessor, we have established that two (2) of the three (3) buildings within the Lexington Club RPA (67%) are 35 years of age or older. **Map 5** on the next page illustrates the spatial distribution of parcels on which buildings 35 years or old were identified.

Additionally, our research has revealed that the following six (6) factors are present to a major extent and reasonably distributed throughout the RPA:

1. Deterioration
2. Presence of Structures Below Minimum Code Standards
3. Inadequate Utilities
4. Deleterious Land Use or Layout
5. Lack of Community Planning
6. Lack of Growth in Equalized Assessed Value

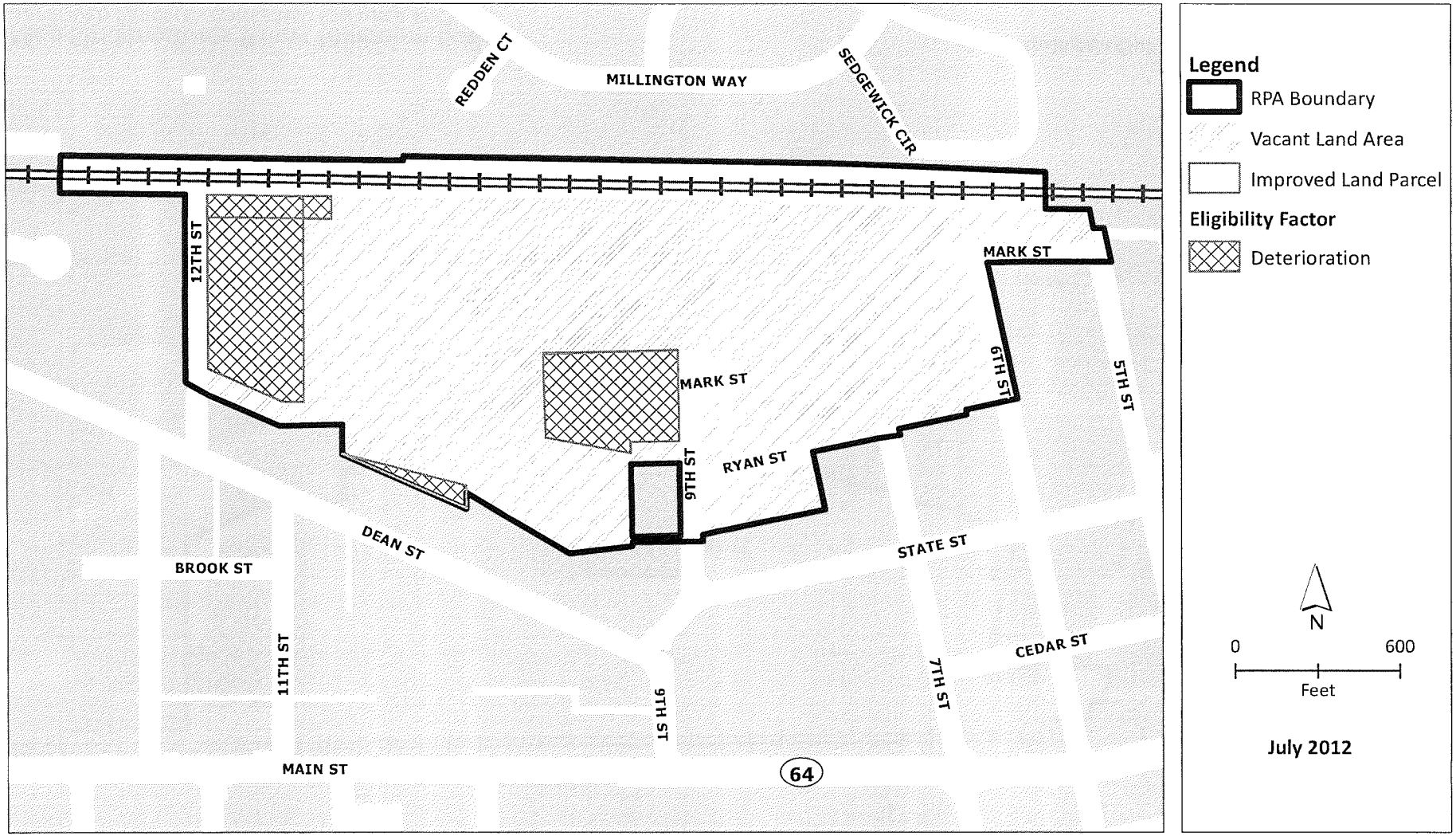
Based on the presence of these factors, the RPA meets the requirements of a "conservation area" under the Act.

Maps 6A through **6F** on the following pages illustrate the conservation area eligibility factors found to be present to a major extent within the RPA by indicating each parcel where the respective factors were found to be present to a meaningful degree. The following sections summarize our field research as it pertains to each of the identified eligibility factors found to be present within the Lexington Club RPA.



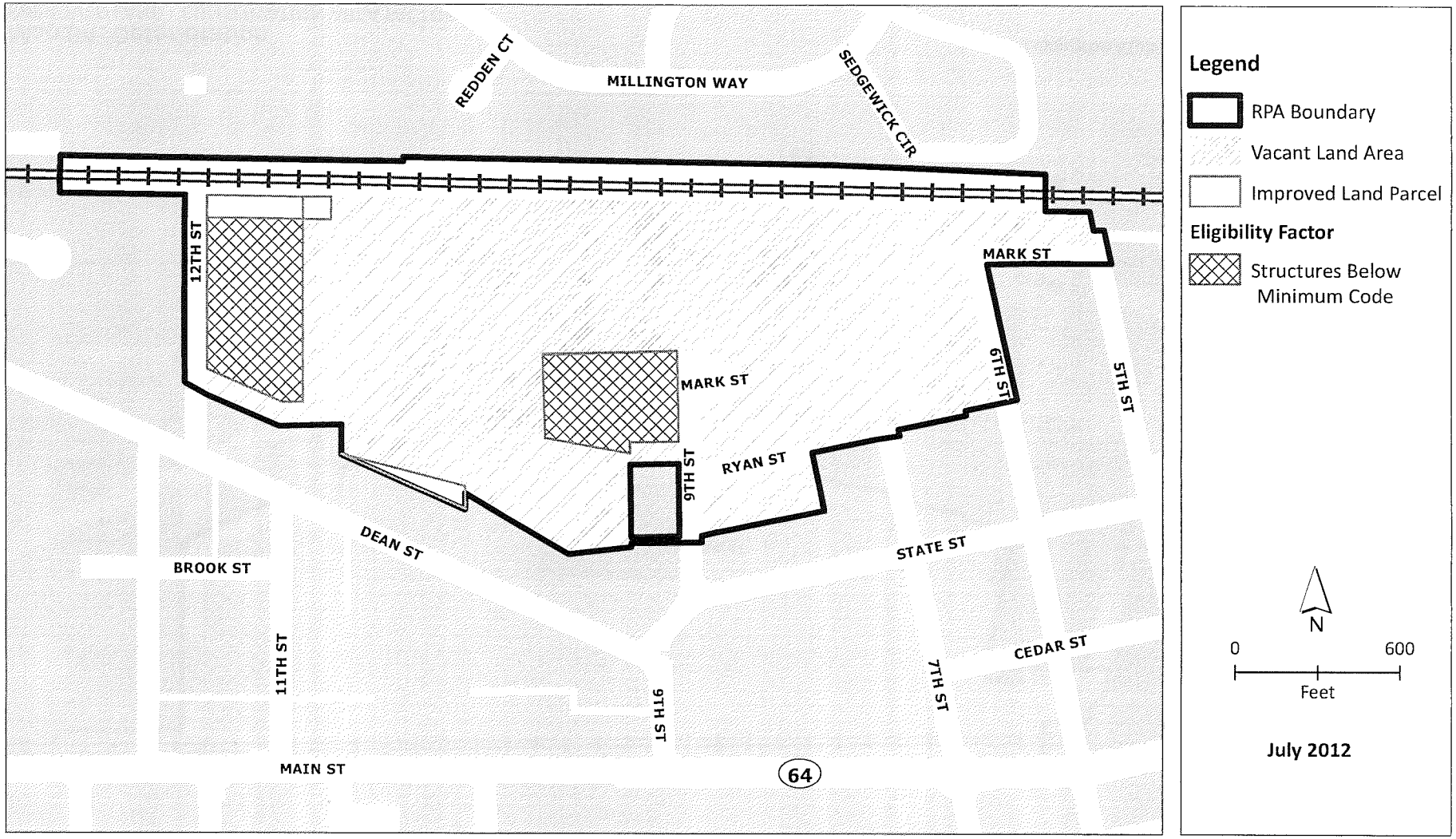
Map 5: Age of Buildings
IMPROVED AREA - CONSERVATION AREA FACTOR

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 6A: Deterioration
IMPROVED LAND - CONSERVATION AREA FACTOR

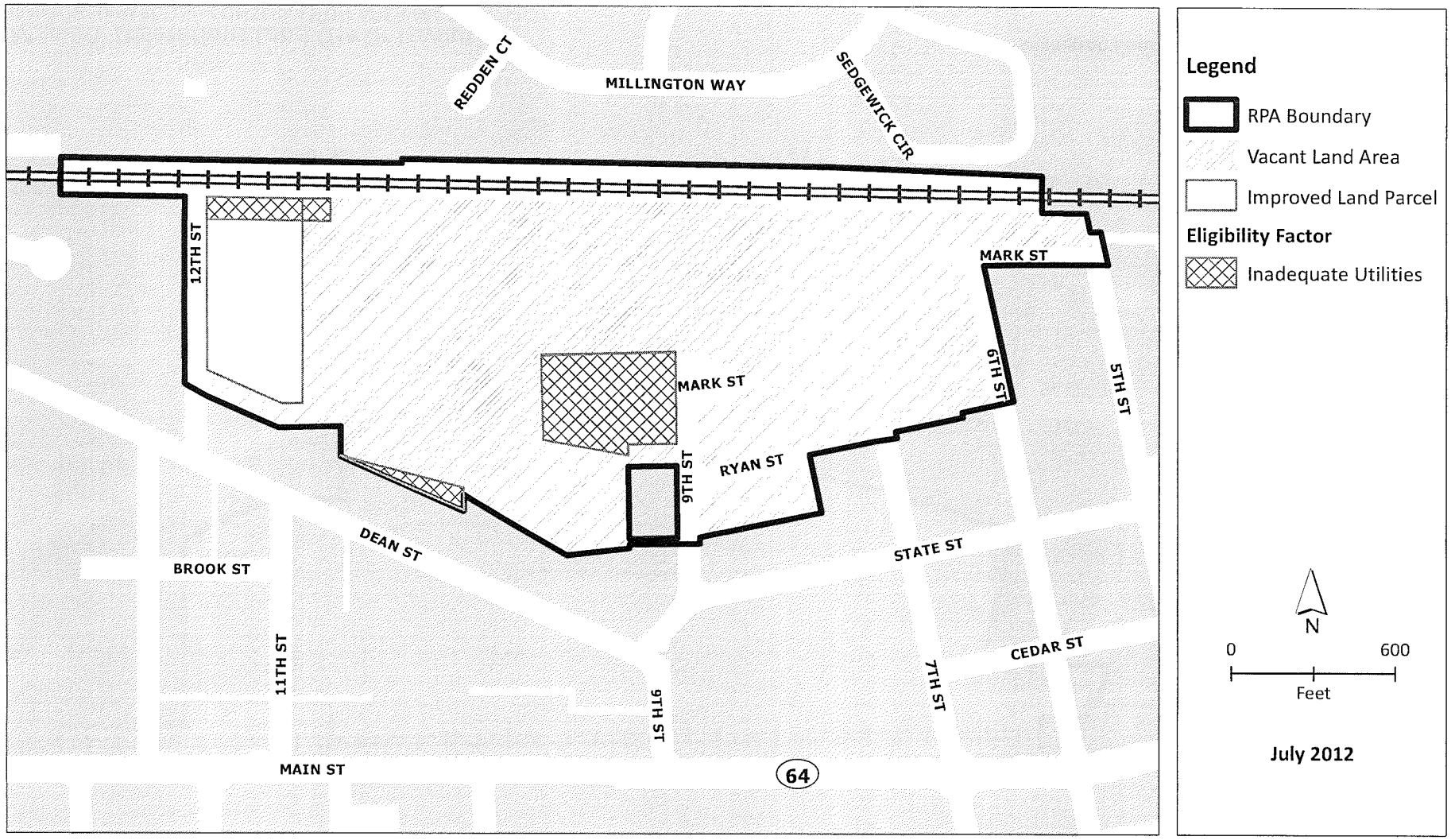
Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 6B: Structures Below Minimum Code

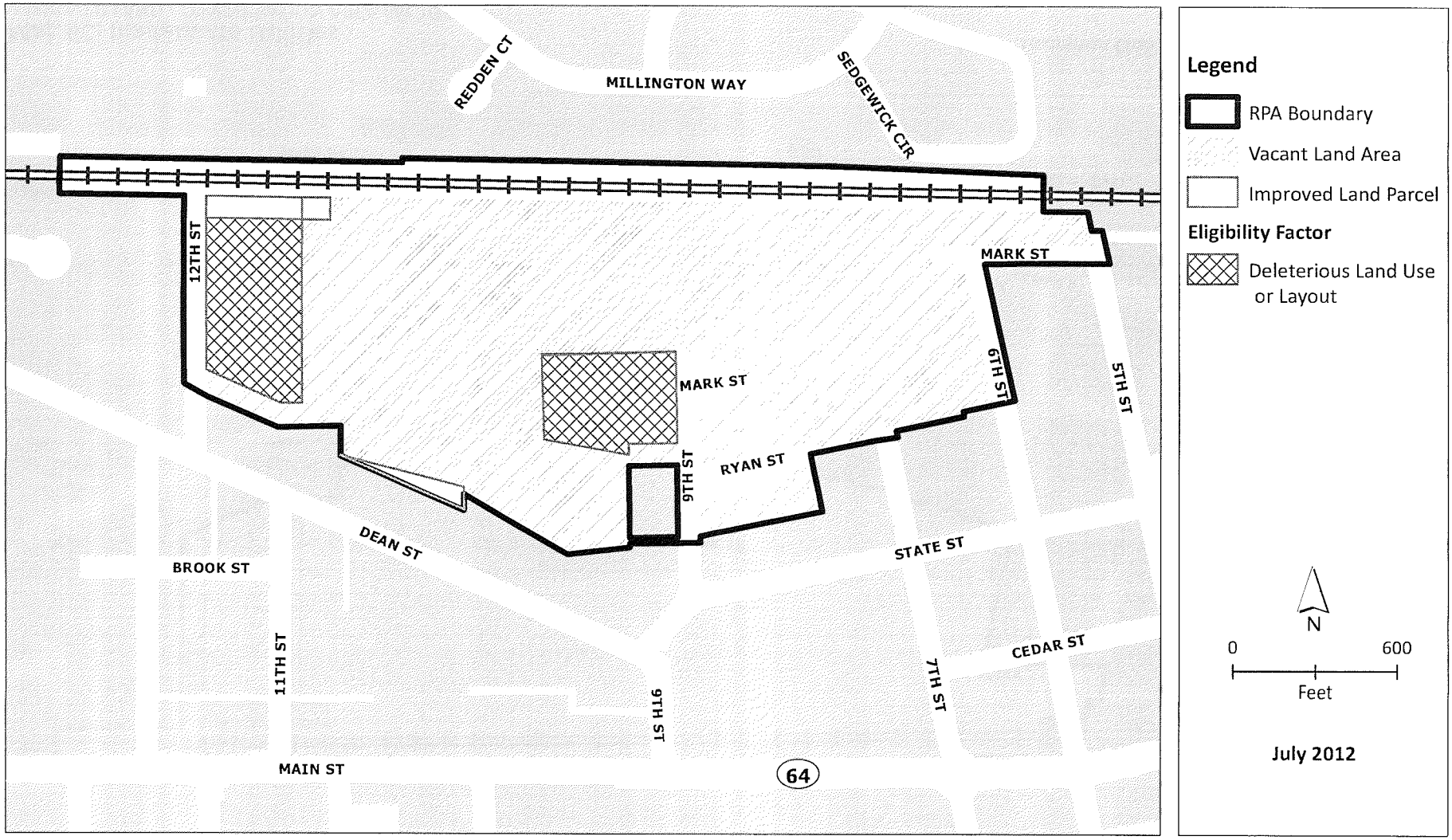
IMPROVED PARCELS - CONSERVATION AREA FACTOR

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



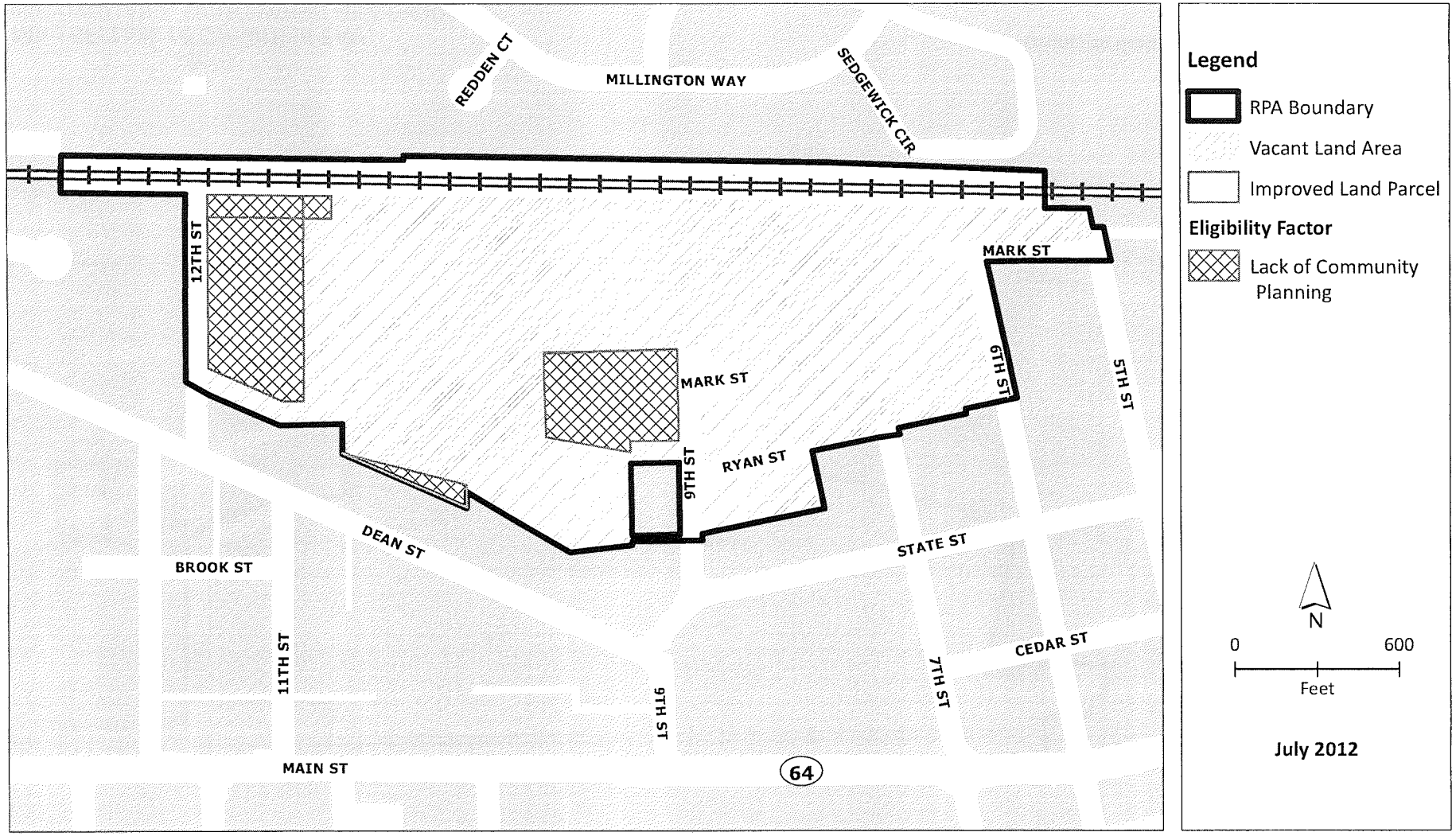
Map 6C: Inadequate Utilities
IMPROVED LAND - CONSERVATION AREA FACTOR

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



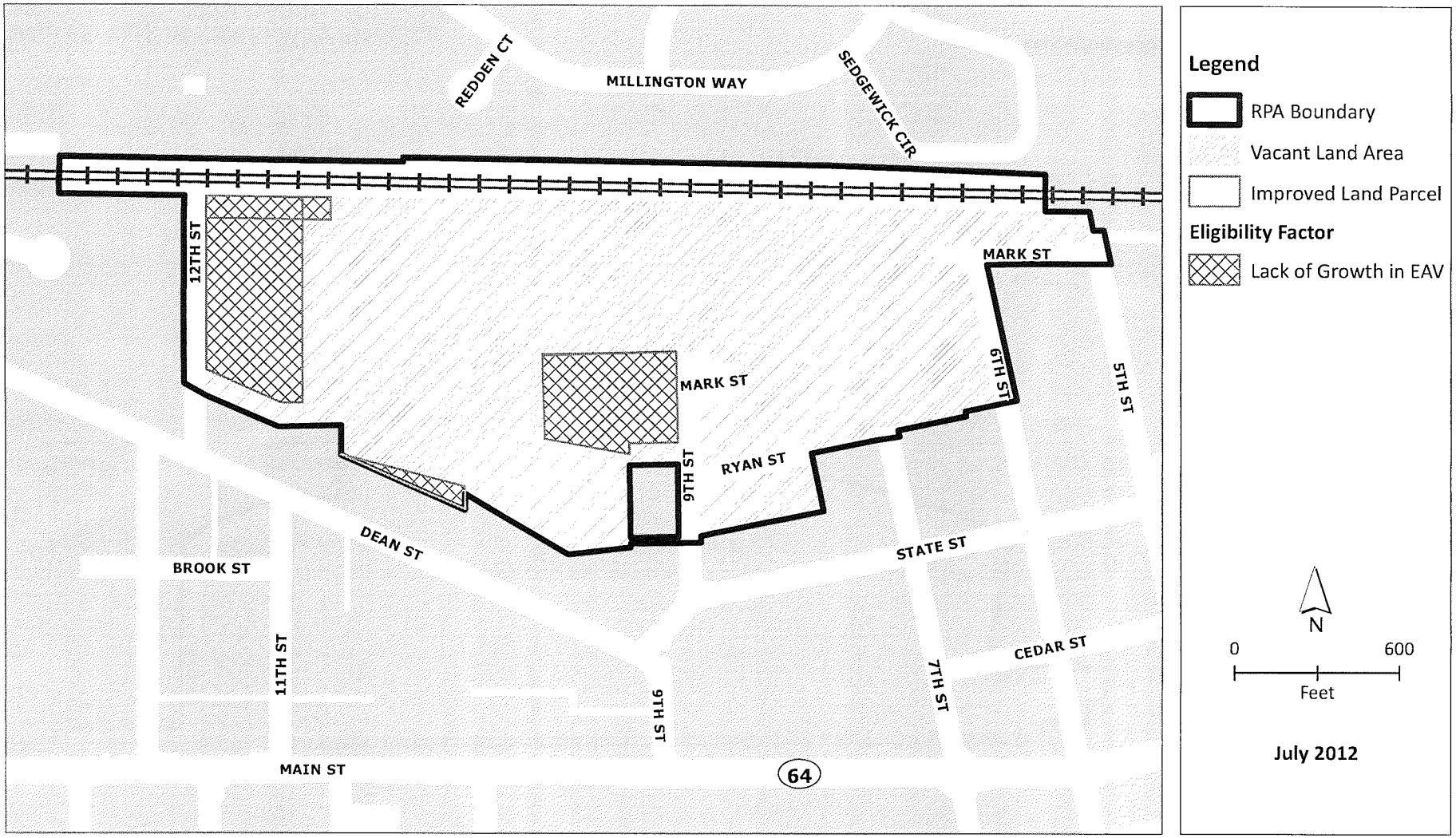
Map 6D: Deleterious Land Use or Layout
IMPROVED PARCELS - CONSERVATION AREA FACTOR

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 6E: Lack of Community Planning
IMPROVED LAND - CONSERVATION AREA FACTOR

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 6F: Lack of Growth in EAV
IMPROVED LAND - CONSERVATION AREA FACTOR

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

1. Deterioration

All (5 of 5, 100%) of the improved parcels in the Lexington Club RPA were found to exhibit deterioration. Catalogued deterioration included building, parking lot and infrastructure deterioration. Missing tuckpointing and spalling brick were identified, indicating deterioration of a masonry building. Rusting and damaged fascia due to a missing gutter was found on another building in the RPA. Deterioration of parking lots included crumbling asphalt, potholes, depressions, alligatoring of concrete, and weeds growing in parking lots. In addition, infrastructure throughout the RPA was found to be deteriorated, with depressions, alligatoring, crumbling, potholes, and weeds found growing through concrete and/or asphalt.

2. Presence of Structures Below Minimum Code Standards

Per the Act, structures below minimum code standards are those that do not meet applicable standards of zoning, subdivision, building, fire and other governmental codes. The principal purpose of such codes is to protect the health and safety of the public. As such, structures below minimum code standards may jeopardize the health and safety of building occupants, pedestrians, or occupants of neighboring structures. According to City staff, the majority (3 of 5, 60%) of improved parcels do not meet current zoning and stormwater detention requirements. The buildings in the study area that do not meet current development standards may present a health or safety hazard, and will need to be upgraded to meet current codes during redevelopment, modification of existing structures, or new construction.[1] The failure of the majority of buildings to meet current zoning and stormwater codes is reasonably distributed and present to a meaningful extent throughout the RPA.

3. Inadequate Utilities

Based on our field work and a review of utility maps provided by the City, we have found utilities serving the improved parcels within the RPA to be lacking. Storm sewers and storm drainage utilities are missing throughout the Lexington Club RPA. Storm sewers are shown to serve the south portion of 12th Street, but do not extend to the improved parcels at the northern boundary of the RPA. No storm sewers or storm drainage is found on 9th Street. Stormwater runs off into open gutters along the side of the street in this area. This lack of basic municipal infrastructure could be a disincentive for new investment in the RPA. Furthermore, the lack of sanitary sewer, water and utility infrastructure throughout the RPA are inadequate for the planned residential development.

The inadequate utilities eligibility factor was found to be present for four of the five (80%) improved parcels and reasonably distributed throughout the RPA.

4. Deleterious Land Use or Layout

Deleterious land use is characterized by inappropriate mixed uses or uses that are considered unsuitable for the surrounding area. The Lexington Club RPA is situated in the middle of a largely residential neighborhood, though the majority of improved parcels in the RPA are currently used for industrial purposes. The proximity of residential and industrial uses is inappropriate by modern standards. Furthermore, the industrial properties in the RPA were developed in conflict with the City's original

[1] These buildings are considered legal non-conforming as they exist today, but would need to meet current development standards if structures were substantially modified.

platting for single-family residential uses in the area, and industrial uses are incompatible with the City's current comprehensive plan for the area, which calls for medium-density residential development throughout the RPA.

Deleterious land use was found to be present to a meaningful extent for three of five (60%) currently improved parcels and reasonably distributed throughout the RPA.

5. Lack of Community Planning

Lack of community planning is an area-wide factor not necessarily isolated to or analyzed at the level of any one parcel. The presence of this factor is indicated by evidence of adverse or incompatible land-use relationships, inadequate street layout, and parcels of inadequate shape and size to meet contemporary development standards. Development that occurred prior to the development of a comprehensive plan or in conflict with the comprehensive plan demonstrates a lack of community planning.

There is evidence that the development of the RPA displays an absence of effective community planning. Two of the three existing buildings in the RPA were developed prior to the establishment of St. Charles' first comprehensive plan in 1974, and the RPA overall was developed prior to the 1974 plan. As was discussed earlier, the improved parcels contain industrial uses, which is inappropriate for a largely residential neighborhood. The street network requires that industrial trucks drive through residential area, and industrial parcels have limited ingress and egress. Additional evidence demonstrating ineffective community planning includes a lack of sidewalks, curbs, and stormwater drains, all of which are required in modern residential developments.

Lack of community planning was found to be present on all (5 of 5, 100%) of the currently improved parcels and reasonably distributed throughout the RPA.

6. Lack of Growth in Equalized Assessed Value

The equalized assessed value (EAV) is a measure of the property value of the improved parcels in the Lexington Club RPA. The EAV of the currently improved parcels in the RPA has grown more slowly or declined more quickly than property in the balance of the City of St. Charles for three of the last five periods for which information is available. In addition, the EAV of the currently improved parcels has grown more slowly or declined more quickly than the Consumer Price Index (CPI; inflation) for three of the last five periods, as is shown in **Table 1** on the next page. The lack of growth in equalized assessed value is one of the strongest indicators that an area is falling into decline.

This eligibility factor was considered to be present to a meaningful extent for the currently improved parcels within the Lexington Club RPA.

Table 1: Percent Change in Equalized Assessed Value

EAV Growth Rate	2005 - 2006	2006 - 2007	2007 - 2008	2008 - 2009	2009 - 2010
Lexington Club PINs	5.6%	1.4%	-12.3%	0.6%	-5.6%
City of St. Charles (less RPA PINs)	8.1%	8.3%	4.7%	-0.6%	-5.6%
Growth Rate -- CPI [1]	2.7%	2.9%	4.2%	-0.7%	2.3%
Qualifying Period – Versus City EAV Growth	**Yes**	**Yes**	**Yes**	**No**	**No**
Qualifying Period – Versus CPI Growth	**No**	**Yes**	**Yes**	**No**	**Yes**

Source: Kane County Assessor, Clerk and Tax Extension; U.S. Bureau of Labor Statistics
[1] CPI is the Consumer Price Index - All Urban Consumers, All Items, Not Seasonally Adjusted, for Midwest Class D (population under 50,000).

Shaded periods are qualifying periods.

Blighted Area Findings

To qualify as a "blighted area" under the Act, one of the one-factor vacant land eligibility factors or two of the two-factor eligibility factors must be found present to a major extent on the vacant parcels within the Lexington Club RPA. Many of the currently vacant parcels in the RPA were formerly improved with the Applied Composites industrial buildings and qualify under the one-factor eligibility test, and the remainder of the vacant parcels qualify under the two-factor eligibility requirements.

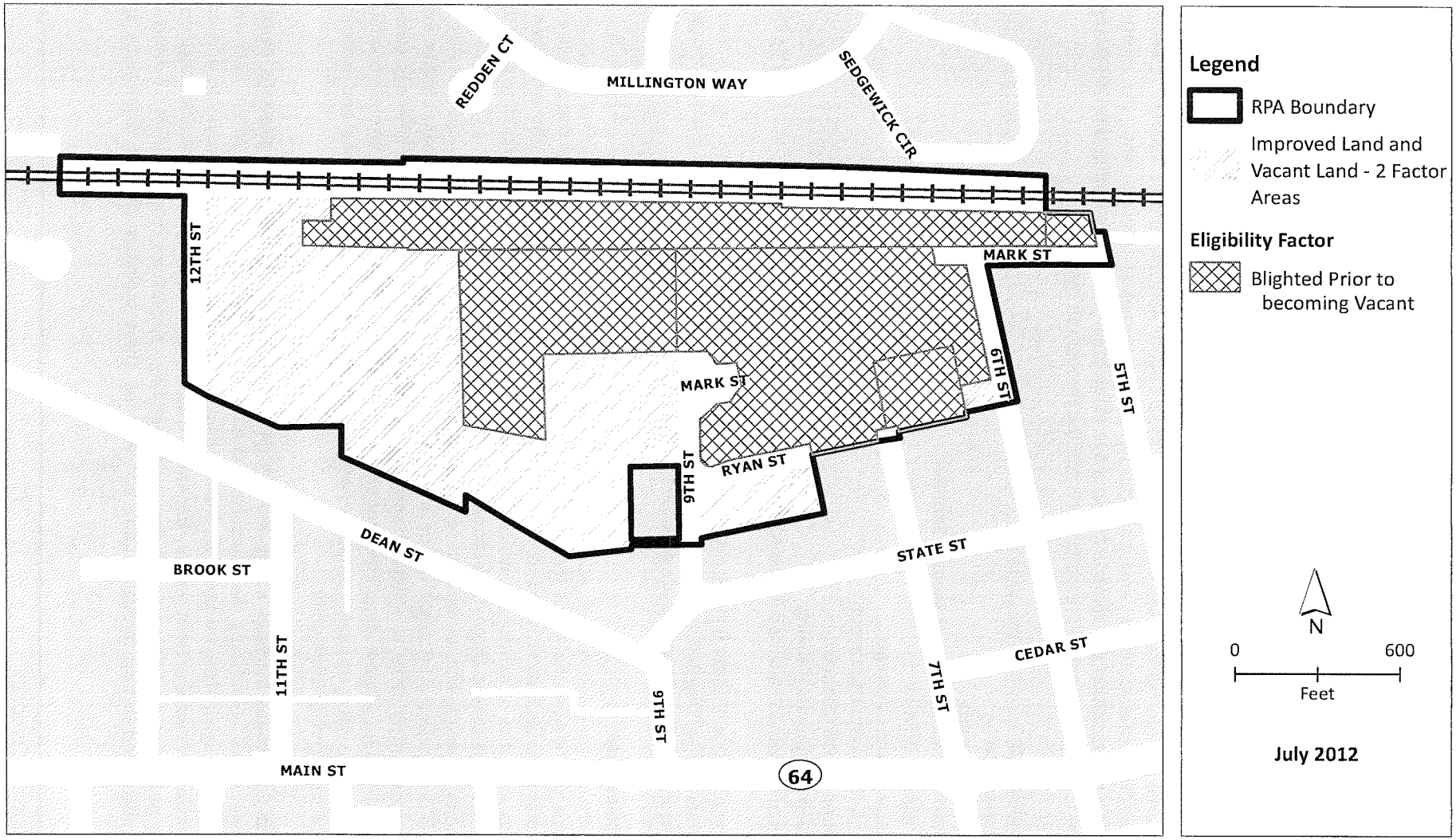
VACANT PARCELS – ONE FACTOR TEST

As required by the Act, one of the one-factor vacant land eligibility factors must be found present to a major extent on the vacant parcels within the Lexington Club RPA.

Based on research conducted by *SB Friedman* in 2008, the RPA at that time qualified as blighted improved under the Act. The buildings were subsequently demolished and, therefore, the vacant land that formerly held the Applied Composites buildings meets the one-factor test of being blighted improved immediately prior to being vacant. This one-factor test requires a secondary finding that there has been no substantial private investment in the immediately surrounding area. Some private investment in the immediately surrounding area occurred in and immediately adjacent to the Foundry Business TIF. This development is unlikely to have occurred but for the TIF district and associated public investment. In addition, Auto Machine made a 6,300 square foot addition to their warehouse in 2009. Based on the limited and unique nature of these improvements, we have concluded that there has not been substantial private investment immediately surrounding the Lexington Club RPA since 2008. Thus the RPA satisfies the secondary requirement there has not been substantial private investment in the immediately surrounding area recently.

Map 7 on the following page illustrates the blighting eligibility factors found to be present to a major extent within the RPA. All (5 of 5, 100%) of the formerly improved parcels were blighted prior to becoming vacant, and the previously improved blighted parcels were found to be reasonably distributed throughout the RPA.

The following sections summarize our field research as it pertains to each of the identified eligibility factors for blight that were found to be present for improved parcels in the Lexington Club RPA immediately prior to the parcels becoming vacant.



Map 7: Blighted Prior to becoming Vacant

VACANT LAND - BLIGHTED AREA ONE FACTOR TEST

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

Eligibility Factors for Formerly Improved Parcels

As noted above, the finding of the Lexington Club RPA as a blighted area for vacant parcels is dependent on prior research conducted when the RPA largely comprised improved parcels. As required by the Act, in order to be designated as a "blighted area" for improved parcels, at least five (5) of the improved land eligibility factors must be found to be present to a major extent within the Lexington Club RPA.

Taking into account information obtained from the Kane County Assessor and St. Charles Township Assessor, building characteristics and configurations, environmental reports and the historic development patterns within the community, we have established that the following ten (10) factors were present to a major extent and reasonably distributed throughout the RPA:

1. Obsolescence
2. Deterioration
3. Excessive Vacancy
4. Lack of Ventilation, Light or Sanitary Facilities
5. Inadequate Utilities
6. Excessive Land Coverage
7. Deleterious Land Use Layout
8. Environmental Cleanup
9. Lack of Community Planning
10. Lack of Growth in Equalized Assessed Value

Based on the presence of these factors, and the subsequent demolition of the buildings, the RPA meets the requirements of a "blighted area" for vacant parcels under the Act. The relevant findings for each eligibility factor for improved parcels are described below.

1. Obsolescence

Obsolescence is defined in the Act as the condition or process of falling into disuse or the presence of structures that have become ill-suited for the original use. A building is functionally obsolete when it contains characteristics or deficiencies which limit the use and marketability of that building after the original intended use ceases. Often, the economic disadvantage of an area's buildings is a direct result of their functional obsolescence. In addition to functional obsolescence, the economic obsolescence of properties is demonstrated by stagnant – or in some cases, declining – assessed valuation (other than routine increases attributable to inflation) and lack of viable tenants. Many such buildings cannot compete in the market without some intervention or correction of obsolete factors. Obsolete buildings can have an adverse effect on nearby properties and detract from the physical, functional and economic vitality of the surrounding community.

The Applied Composites buildings in the RPA fell into disuse in 2005, when the previous owners relocated operations, abandoning the structures and interior mechanical equipment. When field work was conducted in August 2008, the buildings and mechanical equipment continued to stand unused, and inactive transformers were present on site. The entire complex of structures in the RPA was considered functionally obsolete. The Applied Composites manufacturing complex was composed of 27 attached buildings constructed in turn throughout the 20th century. These buildings were of dimensions and

configurations that were unsuitable for modern manufacturing needs. All (100%) of the former buildings in the RPA were found to exhibit obsolescence.

2. Deterioration

All (100%) of the buildings within the Lexington Club RPA demonstrated a significant level of deterioration when site work was completed in 2008. Catalogued deterioration included major defects in building components, including crumbling concrete and brick walls and floors; warped wood floors; substantial roof damage, including holes, depressions and leaking sections; and leaning interior walls. These are structural conditions that are not readily correctable through normal maintenance. Additional deterioration in the buildings included cracked and broken windows and doors; floating floor tiles; exposed insulation on walls and ceiling; mold and mildew throughout from roof leaks; deteriorated mechanical equipment, including rusted and corroded fans, wells, and boilers; and deteriorated utilities, including stripped copper finishes on pipes and wiring.

In addition, deterioration was documented on accessory buildings and ancillary property within the RPA. Accessory buildings and ancillary property include a small garage and surface parking lots. Such deterioration included roof leaks; rusted and hanging gutters; cracked, broken and missing doors and windows; and potholed, crumbling and alligatored concrete.

3. Excessive Vacancy

The Act defines excessive vacancy as the presence of buildings that are unoccupied or underutilized and represent an adverse influence on the RPA due to the frequency, extent, or duration of the vacancies. All (100%) of the buildings in the Lexington Club RPA had been unoccupied since they were vacated in 2005 until demolition of the buildings began in late 2008; demolition has continued in phases through 2011, and no building has been occupied since 2005.

The buildings in the RPA were found to have had an adverse influence on the area due to the extent and duration of the vacancy and public safety issues associated with the vacant structures. The RPA consists of approximately 45 acres of land situated in a predominantly residential neighborhood. The complete vacancy of the approximately 336,000 square feet of buildings in the RPA affected the potential redevelopment of the area and the City as a whole. Furthermore, numerous incidents reported by the City Police and Fire Departments indicate that the vacancy of the property is affecting public safety in the RPA and surrounding area. Extensive graffiti and documented criminal activities, despite the hiring of private security staff for the site, are evidence that the vacancy of the structures was adversely affecting the RPA.

4. Lack of Ventilation, Light or Sanitary Facilities

A lack of proper ventilation, light or sanitary facilities in buildings is a contributing factor to a blighted finding under the Act. During a site visit to the existing structures in the RPA in 2008, *SB Friedman* documented a lack of windows and skylights in many interior spaces, including second floor office space. The lack of or inadequacy of natural light occurred throughout the buildings. An estimated 99% of the area of the former buildings lacked proper ventilation, light or sanitary facilities.

5. Inadequate Utilities

Inadequate utilities are those public utilities such as stormwater management, water and sanitary sewer mains, and gas, phone and electricity lines that are lacking, of insufficient capacity to serve the uses in the RPA, or are deteriorated, antiquated or in disrepair. The infrastructure that existed at the time of *SB Friedman's* initial work in 2008 served only the previous industrial user on the site, according to City documentation of existing utilities. The water system, stormwater, sanitary sewer and utility infrastructure was found to be inadequate for residential development as originally platted for the site and for planned redevelopment of the RPA into a residential subdivision.

According to the City, no significant infrastructure improvements have been made subsequent to *SB Friedman*'s 2008 study. Thus, substantial upgrades to existing utility systems will be necessary for redevelopment of the RPA. The lack of adequate utilities was found to be present to a meaningful extent for all (100%) of the formerly improved parcels in the Lexington Club RPA.

6. Excessive Land Coverage

Excessive land coverage is defined in the Act as the over-intensive use of property and the crowding of building and accessory facilities onto a site. Such use must result in one or more conditions, including insufficient provision for light and air within or around buildings or the increased threat of spread of fire due to close proximity of structures. The buildings in the Lexington Club RPA were found to meet the eligibility requirements for excessive land coverage. The Applied Composites complex consisted of 27 individual attached buildings, which were constructed over a span of approximately 60 years. These buildings were situated somewhat haphazardly, with multiple buildings on a single parcel and individual buildings spanning multiple parcels which were originally platted for residential use. The crowding of the buildings and the nature of construction, with 27 buildings constructed over time with abutting walls, prevented sufficient light and air from reaching all interior spaces. The high number of attached buildings increased the potential for fire to spread quickly throughout the complex. This factor was found to be present for the buildings in the Applied Composites complex (100% of formerly improved parcels in the RPA).

7. Deleterious Land Use or Layout

The presence of incompatible land uses or uses considered to be unsuitable for the surrounding area constitutes deleterious land use or layout under the Act. The Applied Composites industrial complex in the RPA was developed in conflict with the original platting of the area for single family residential lots, and the City's current comprehensive plan for the area calls for medium-density residential use. Much of the RPA is surrounded by single family homes, so the large industrial facility was long incompatible with the adjacent neighborhoods. This factor was found to be present throughout the entire formerly improved portion of the RPA.

8. Environmental Cleanup

Under the Act, the environmental cleanup eligibility requirements are met when an RPA has been recognized by an independent environmental consultant as having a need for the cleanup of hazardous substances, hazardous waste, or underground storage tanks, and that the remediation costs present a material impediment to redevelopment of the RPA. Multiple environmental investigations of the site

have found contamination and the need for removal or remediation of hazardous substances, contaminated soils and underground storage tanks. Two studies conducted in 2006 by LFR Inc. and Huff & Huff, Inc. identified significant contamination throughout the RPA, including a number of underground storage tanks and leaking underground storage tanks, buried drums and debris, settling lagoons, and associated soil and groundwater contamination. A separate 2008 report by GSG Consultants, Inc. identified the presence of asbestos contamination in the Applied Composites structures that existed at that time in the RPA.

A follow-up environmental summary by Huff & Huff, Inc. in 2011 following demolition of the majority of the structures in the RPA identified additional delineation and remediation of contaminated soil and potentially contaminated groundwater that will need to be undertaken. The need for environmental cleanup was identified in all (100%) of the formerly improved parcels of the RPA.

9. Lack of Community Planning

Lack of community planning is a generally applicable area-wide factor not necessarily individually attributable to any one parcel. Development that occurred prior to the adoption of a comprehensive plan or that did not follow an existing comprehensive plan exemplify a lack of community planning. The presence of this factor is indicated by evidence of adverse or incompatible land use relationships, inadequate street lay-out, and parcels of inadequate shape and size to meet contemporary development standards.

There is evidence that the development of the RPA can be characterized by an absence of effective community planning. As described earlier, the industrial land use within the RPA was incompatible with adjacent residential areas. The use of the land for industrial purposes is also in conflict with the City's most recent comprehensive plan for the area, which was adopted in 2007. That plan calls for medium-density residential uses so that the RPA can be better integrated into the surrounding area when redevelopment occurs. According the City, the first comprehensive plan for St. Charles was adopted in 1974. Many of the structures in the RPA predated that plan, with the first industrial building constructed in 1924. Furthermore, the platting of parcels in the RPA was inappropriate for the building sizes and configurations that existed in 2008 when *SB Friedman* conducted the eligibility site work. The street grid of the surrounding area does not extend through the RPA and much of the RPA is inaccessible from public rights-of-way, providing further evidence of a lack of community planning.

In light of this evidence, lack of community planning was found to be present to a major extent on an area-wide basis throughout the Lexington Club RPA.

10. Lack of Growth in Equalized Assessed Value

The total equalized assessed value (EAV) is a measure of the property value in the Lexington Club RPA. The lack of growth in equalized assessed value within an area is one of the strongest indicators that the area as a whole is declining. A lack of growth in EAV was found for the RPA in that the rate of growth in property values (as measured by EAV) of the RPA was less than that of the balance of the City and less than the Consumer Price Index for five (5) out of five (5) periods (six years – 2002 to 2007) preceding *SB Friedman*'s analysis of improved parcels in the RPA in 2008. The annual change in EAV for the Lexington Club RPA compared to the balance of the City of St. Charles is shown in **Table 2** on the next page.

Table 2: Percent Change in Equalized Assessed Value (2002 to 2007)

EAV Growth Rate	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007
Applied Composites Site Improved in 2008	1.2%	-3.3%	3.7%	1.1%	-14.8%
City of St. Charles (less Applied Composites parcels)	9.9%	6.4%	8.7%	8.1%	8.3%
Growth Rate – Consumer Price Index [1]	1.9%	2.2%	4.1%	2.7%	2.9%
Qualifying Period – Versus City EAV Growth	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
Qualifying Period – Versus CPI	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**

Source: Kane County Assessor, Clerk and Tax Extension; U.S. Bureau of Labor Statistics.
[1] CPI - All Urban Consumers, All Items, Not Seasonally Adjusted, for Midwest Class D (population under 50,000).
Shaded periods are qualifying periods.

A lack of growth in EAV was also found for the period preceding designation of the Lexington Club RPA, in that the rate of growth in property values for the formerly improved parcels in the RPA was less than that of the balance of the City for three (3) out of the previous five (5) periods (six years – 2005 to 2010). The rate of growth of property values for the formerly improved parcels was less than that of the Consumer Price Index for four (4) out of five (5) of the periods preceding designation, as is shown in **Table 3** below.

Table 3: Percent Change in Equalized Assessed Value (2005 to 2010)

EAV Growth Rate	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Applied Composites Site Improved in 2008	1.1%	-14.8%	0.0%	0.0%	-1.3%
City of St. Charles (less Applied Composites parcels)	8.1%	8.3%	4.7%	-0.6%	-5.6%
Growth Rate -- Consumer Price Index [1]	2.7%	2.9%	4.2%	-0.7%	2.3%
Qualifying Period – Versus City EAV Growth	**Yes**	**Yes**	**Yes**	**No**	**No**
Qualifying Period - Versus CPI	**Yes**	**Yes**	**Yes**	**No**	**Yes**

Source: Kane County Assessor, Clerk and Tax Extension; U.S. Bureau of Labor Statistics.
[1] CPI - All Urban Consumers, All Items, Not Seasonally Adjusted, for Midwest Class D (population under 50,000).
Shaded periods are qualifying periods.

A lack of growth in equalized assessed value was considered to be present to a meaningful extent for all (100%) of the formerly improved vacant parcels in the RPA.

The documented presence of these 10 eligibility factors for blighted improved parcels were found to be present and distributed throughout the Lexington Club RPA to a meaningful extent when *SB Friedman* conducted its eligibility reconnaissance work in 2008. The structures that existed at the time were found to be blighted under the Act and have since been demolished.

Finding of No Substantial Private Investment

As described above, the blighted improved immediately prior to becoming vacant eligibility test requires that the RPA qualified as blighted improved under the Act and that substantial private investment has not occurred in the immediately surrounding area subsequent to the blighted finding.

Some private investment in the immediately surrounding area occurred in and immediately adjacent to the Foundry Business TIF since 2008. This development is unlikely to have occurred but for the TIF district and associated public investment. In addition, Auto Machine made a 6,300 square foot addition to their warehouse in 2009. Based on the limited and unique nature of these improvements, we have concluded that there has not been substantial private investment immediately surrounding the Lexington Club RPA since 2008.

The Lexington Club RPA thus meets the two-part test for blighted vacant land under the one-factor test of "blighted improved immediately prior to becoming vacant." The structures found to have been blighted in the RPA in 2008 have since been demolished, and substantial private investment has not occurred in the area immediately surrounding the Lexington Club RPA.

VACANT PARCELS – TWO FACTOR TEST

We have found three (3) of the eligibility requirements under the two-factor test to be present to a major extent on those vacant parcels throughout the RPA that did not formerly contain improvements from the Applied Composites industrial complex:

1. Obsolete Platting
2. Adjacent to Deterioration
3. Environmental Clean-Up

Based on the presence of these factors, the vacant parcels that were not formerly improved with the Applied Composites buildings in the RPA meet the requirements of a "blighted area" under the Act.

Maps 8A to **8C** on the following pages illustrate the blighted eligibility factors for vacant land under the two-factor eligibility test present to a meaningful extent and distributed throughout the RPA by indicating each parcel where the respective factors were found to be present to a meaningful degree. The following sections summarize our field research as it pertains to each of the identified eligibility factors found to be present for vacant parcels within the Lexington Club RPA.

1. Obsolete Platting

As was discussed in the previous section, the majority of the RPA was developed and/or platted prior to the development of the City's comprehensive plan in 1974. The platting and development resulted in a number of parcels of limited or narrow size and irregular size or shape that would be difficult to develop on a planned basis. Vacant parcels along 9th Street and 6th Street in the RPA are of limited size, or consist primarily of land along the creek, and thus would be difficult to develop according to contemporary development standards and flood plain requirements.

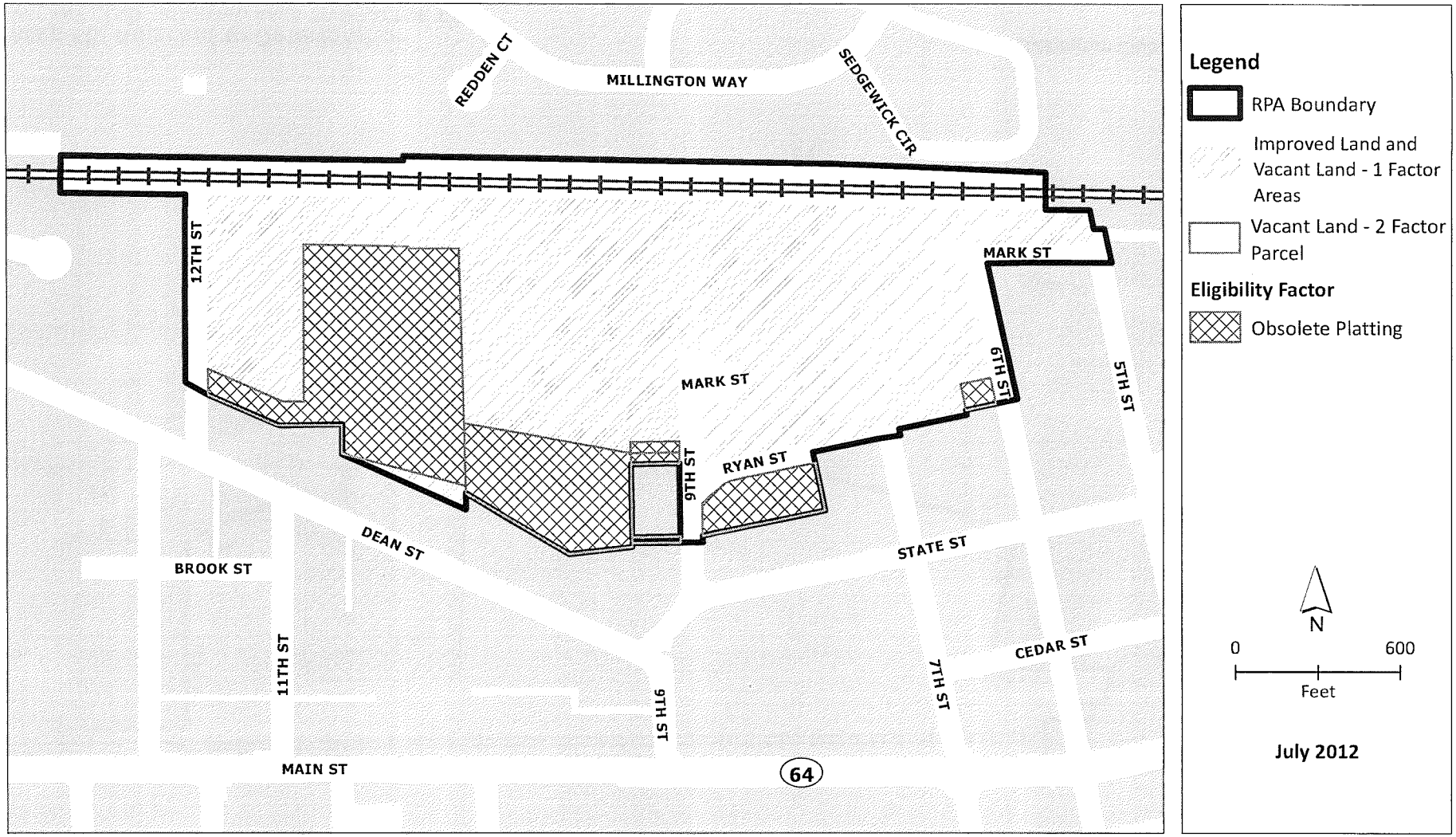
Furthermore, in the platting of the RPA, there was a failure to plat adequate rights of way for streets and/or alleys. Two large vacant parcels adjacent to the formerly improved Applied Composites parcels are not accessible via any public rights-of-way, but must be accessed through private property. The obsolete platting in the Lexington Club RPA can be considered an impediment to private investment and redevelopment of currently vacant sites. This factor was exhibited on all (100%) of the vacant parcels that did not formerly contain Applied Composites improvements and was reasonably distributed throughout the RPA.

2. Adjacent to Deterioration

Six of the seven (86%) vacant parcels were identified as being adjacent to deterioration of structures or site improvements in neighboring areas. Deterioration found in areas adjacent to these parcels included missing tuckpointing and spalling brick on an existing improvement, deterioration of parking lots and rights-of-way, including crumbling asphalt, potholes, depressions, alligatoring of concrete, and weeds growing through concrete and/or asphalt. Former structures and site improvements on the Applied Composites parcels were demolished, but demolition materials have not been removed, so large piles of concrete and building materials remain, often on deteriorated surface improvements. Based on these documented instances of deterioration and their distribution throughout the RPA and adjacency to vacant land, vacant parcels were found to be adjacent to deterioration to a meaningful extent and reasonably distributed throughout the Lexington Club RPA.

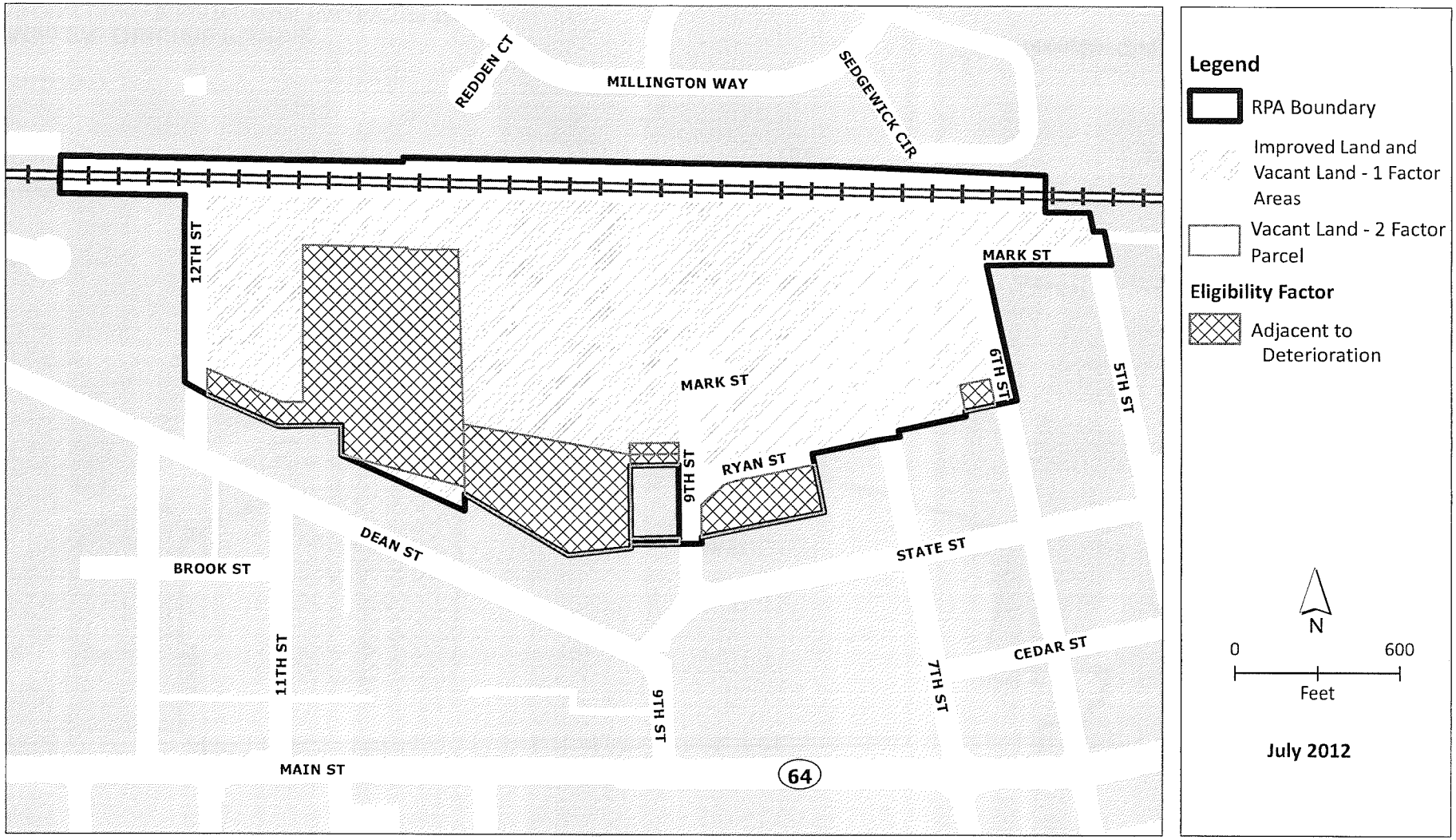
3. Environmental Clean-Up

Under the Act, the environmental cleanup eligibility requirements are met when an RPA has been recognized by an independent environmental consultant as having a need for the cleanup of hazardous substances, hazardous waste, or underground storage tanks, and that the remediation costs present a material impediment to redevelopment of the RPA. Multiple environmental investigations of the Applied Composites site have found contamination and the need for removal or remediation of hazardous substances, contaminated soils and underground storage tanks. Two studies conducted in 2006 by LFR Inc. and Huff & Huff, Inc. identified significant contamination throughout the RPA, including buried drums and debris and associated soil contamination in the western portion of the site, which did not contain buildings. The parcel that requires environmental cleanup comprises 61% of the area of the vacant parcels that were not formerly improved, and is present to a meaningful extent and reasonably distributed throughout the RPA.



Map 8A: Obsolete Platting
VACANT LAND - BLIGHTED AREA TWO FACTOR TEST

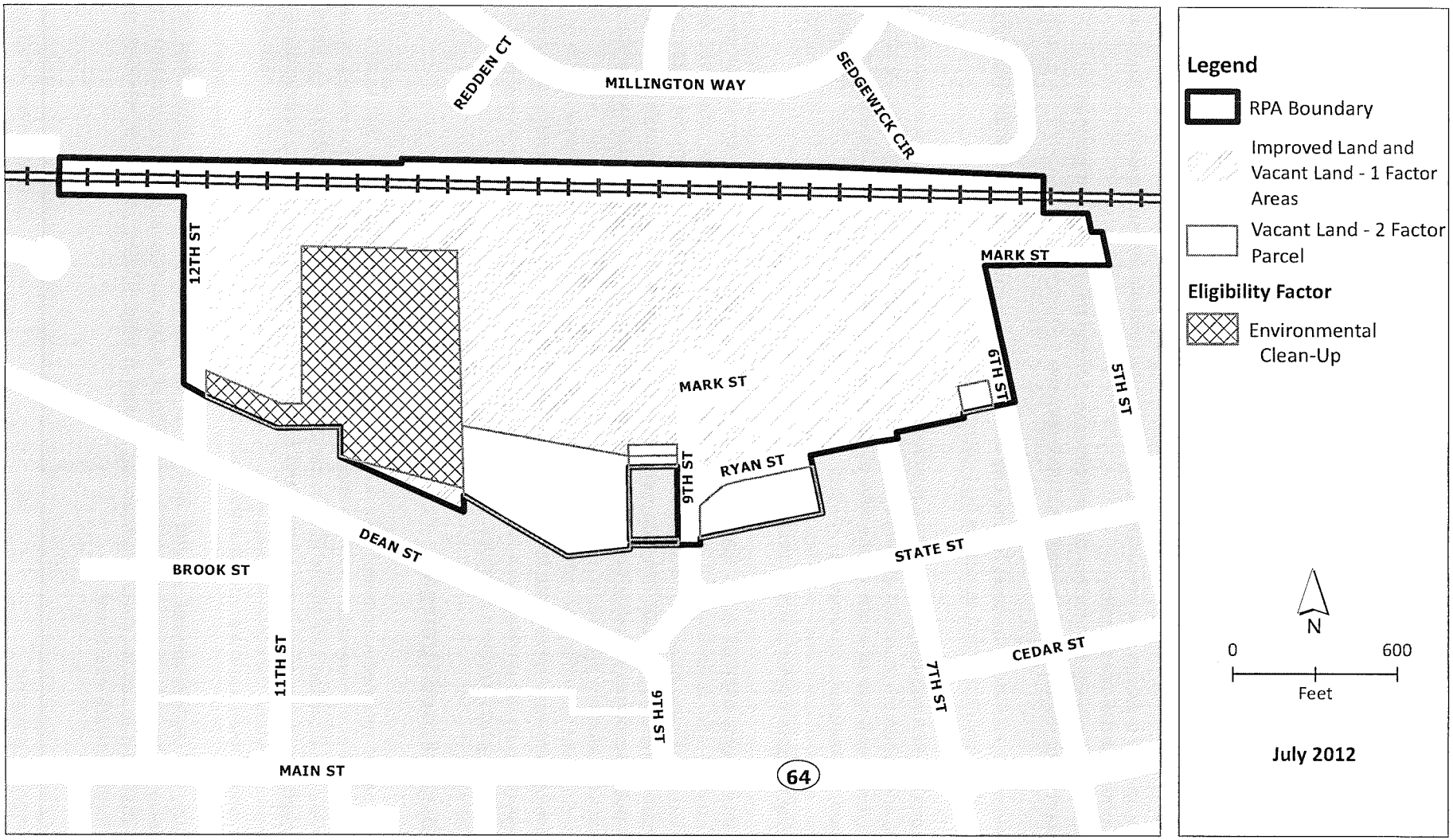
Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 8B: Adjacent to Deterioration

VACANT LAND - BLIGHTED AREA TWO FACTOR TEST

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL



Map 8C: Environmental Clean-Up
VACANT LAND - BLIGHTED AREA TWO FACTOR TEST

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

Redevelopment Needs of the Lexington Club RPA

The land use and existing conditions for the RPA suggest three (3) major redevelopment needs for the Lexington Club RPA:

1. Demolition of buildings, site preparation, environmental remediation, stormwater management and private sector site assembly
2. Capital improvements that further the objectives set forth in this Redevelopment Plan
3. Resources for residential and recreational development

This Redevelopment Plan identifies tools for the City to support the establishment and improvement of the RPA as a residential district that serves the best interests of the City.

The Lexington Club RPA was characterized by a number of blighting factors for improved properties for many years, and continues to exhibit evidence of blight, even with the Applied Composites structures demolished. Long-term use of much of the RPA as an industrial site has resulted in environmental contamination throughout, inadequate utilities and infrastructure unsuitable for residential development, a lack of community planning and a lack of growth in property values. These conditions are minimizing the potential for private investment and redevelopment of the RPA.

The public investments outlined in this Redevelopment Plan will create an environment conducive to private investment and redevelopment within the Lexington Club RPA. The goals, objectives and strategies discussed below have been developed to address these needs and facilitate the sustainable redevelopment of the Lexington Club RPA. To support specific projects and encourage future investment in the RPA, public resources including tax increment financing may be used to facilitate demolition of buildings and site assembly, provide for environmental remediation and prepare sites for future private sector redevelopment activities. The private sector often seeks to assemble and prepare property to create redevelopment sites appropriate for modern development needs. Property assembly, demolition and site preparation by the private sector to meet the goals and objectives of this Redevelopment Plan can be assisted using tax increment revenues.

Goals, Objectives and Strategies

The overall goal of this Redevelopment Plan is to reduce or eliminate conditions that qualify the Lexington Club RPA as a conservation area for improved parcels and a blighted area for vacant parcels and to provide the direction and mechanisms necessary to establish the RPA as a vibrant residential district through the environmental remediation and redevelopment of vacant parcels. Redevelopment of the RPA will strengthen the economic base and enhance the quality of life of the City as a whole while removing a long blighted use in a predominantly residential area.

Rehabilitation and redevelopment of the RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use tax increment financing, as well as other funding sources, to reinforce and encourage further private investment.

Objectives. Four (4) objectives support the overall goal of area-wide revitalization of the Lexington Club RPA. These objectives include:

1. Facilitate the assembly, preparation, and marketing of available sites for new residential, civic/cultural, governmental uses, as allowed by the Act, and recreational development including corrective actions to address environmental problems to permit development and redevelopment, as needed or appropriate;

2. Encourage the construction of new residential, recreational, and civic/cultural development where appropriate;

3. Support the goals and objectives of other overlapping plans, including the City's comprehensive plan and other TIF redevelopment plans, and coordinate available federal, state, and local resources to further the goals of this Redevelopment Plan;

4. Increase employment opportunities for City residents.

Strategies. These objectives will be implemented through two (2) specific and integrated strategies. These include:

1. **Facilitate Site Preparation.** The City may support redevelopment in the RPA by conducting or providing financial assistance for site preparation. Site preparation may include such preparatory work as demolition of existing improvements and environmental remediation, where appropriate.

2. **Encourage Private Sector Activities.** Through the creation and support of public-private partnerships or through written agreements, the City may provide financial and other assistance to encourage the private sector, including local property owners and businesses, to undertake rehabilitation and redevelopment projects and other improvements that are consistent with the goals of this Redevelopment Plan.

Proposed Future Land Use

The future land use of the Lexington Club RPA reflects the objectives of this Redevelopment Plan, which are to support the improvement of the RPA as an active residential district and to support other improvements that serve the redevelopment interests of the local community, business owners and the City. The proposed objectives are compatible with historic land use patterns in adjacent communities and support current development trends and the comprehensive plan for the area.

The proposed land use for the Lexington Club RPA is neighborhood mixed-use. While the proposed development is primarily residential, the mixed-use designation will allow for the future development of parks/open space and other uses complementary to residential development. The proposed land use is shown in **Map 9** on the following page.

This neighborhood mixed use designation allows for the following land uses:

- Residential

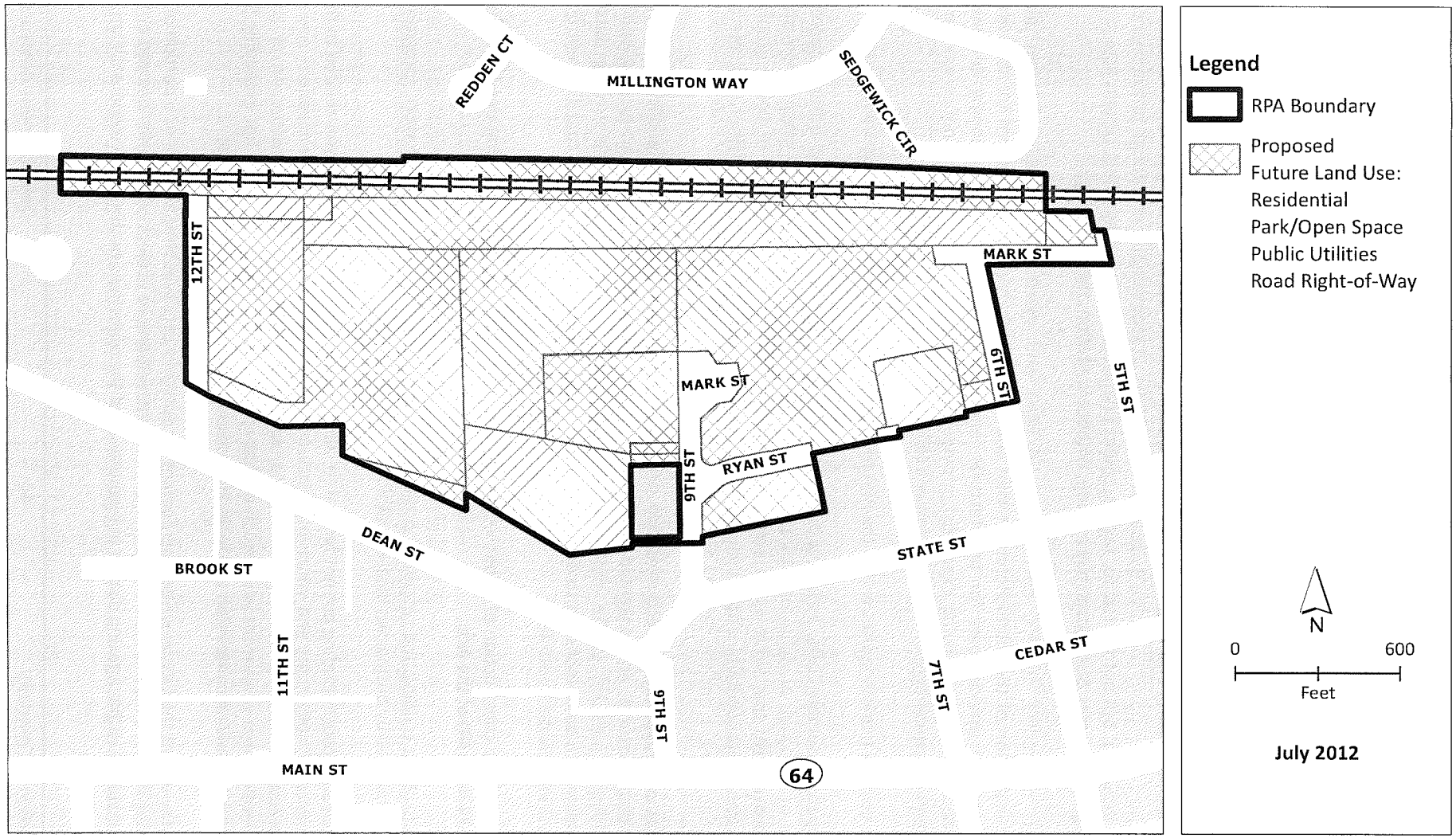
- Parks/Open Space
- Public Utilities
- Road Right-of-Way

The uses listed are to be predominant uses for the area indicated, and are not exclusive of any other uses.

Housing Impact and Related Matters

As set forth in the Act, if the redevelopment plan for the redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan.

The project area contains no residential units, so no housing impact study is required. The City of St. Charles hereby certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan.



Map 9: Proposed Future Land Use

Lexington Club Tax Increment Financing District
CITY OF ST CHARLES, IL

Eligible Costs

The Act outlines several categories of expenditures that can be funded using tax increment revenues. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this plan pursuant to the Act. The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including, but not limited to, tax increment financing, and by undertaking certain activities and incurring certain costs. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan and Project including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;

2. The costs of marketing sites within the RPA to prospective businesses, developers and investors;

3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;

5. Costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;

6. Costs of job training and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the RPA;

7. Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;

8. To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of this Redevelopment Plan;

9. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law, or by Section 74.4-3(n)(7) of the Act;

10. Payment in lieu of taxes as defined in the Act;

11. Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the RPA; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

12. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

    a. Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

    b. Such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the development project during that year;

    c. If there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

    d. The total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total of (i) cost paid or incurred by the redeveloper for the redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act;

    e. For the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of seventy-five percent (75%) shall be substituted for thirty percent (30%) in subparagraphs 12b and 12d above;

13. Unless explicitly provided for in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;

14. An elementary, secondary, or unit school district's increased per pupil tuition costs attributable to net new pupils added to the district living in assisted housing units will be reimbursed as further defined in the Act;

15. Instead of the eligible costs provided for in 12b, 12d, and 12e above, the City may pay up to 50 percent (50%) of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act; and

16. A library district's increased per patron costs attributable to net new persons eligible to obtain a library card living in assisted housing units as further defined in the Act.

If a special service area is established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

Estimated Redevelopment Project Costs

The estimated eligible costs of this Redevelopment Plan are shown in **Table 4** on the next page. The total eligible cost provides an upper limit on expenditures that are to be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs. Within this limit, adjustments may be made to specific line items without amendment to this Redevelopment Plan. Additional funding in the form of State and Federal grants, private developers contributions and other outside sources may be pursued by the City as a means of financing improvements and facilities which are of benefit to the general community.

Table 4: Estimated TIF Eligible Costs Project/Improvements	Estimated Project Costs
Professional Services (including analysis, administration, studies, surveys, legal, etc.)	$290,000
Marketing of Sites	$0
Property Assembly (including acquisition, site preparation, demolition, and environmental remediation)	$6,000,000
Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements	$0
Public Works or Improvements (including streets and utilities, parks and open space, public facilities including schools & institutions)	$0
Eligible Construction Costs (affordable housing construction costs)	$0
Job Training, Retraining, Welfare-to-Work	$0
Financing and Capital Costs	$0
Relocation Costs	$0
Payment in Lieu of Taxes	$0
Interest Subsidy	$0
TOTAL REDEVELOPMENT PROJECT COSTS [1]	**$6,290,000** [2] [3] [4]

[1] Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest, and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

[2] Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of this Redevelopment Plan adoption, are subject to the Redevelopment Plan amendment procedures as provided under the Act.

[3] The amount of the Total Redevelopment Project Costs that can be incurred in the RPA will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the RPA only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the RPA, but will not be reduced by the amount of redevelopment project costs incurred in the RPA which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the RPA by a public right-of-way.

[4] The City may be required to pay increased school district and library costs pursuant to Section 65 ILCS 5/11-74.4-3(q)(7.5) of the Act, which may amount to $6.5 million, per preliminary estimates. Increased school district and library costs are not included in Total Redevelopment Project Costs.

Adjustments to the estimated line item costs in **Table 4** are expected and may be made by the City without amendment to this Redevelopment Plan. Each individual project cost will be reevaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs because of changed redevelopment costs and needs.

Phasing and Scheduling of the Redevelopment

Each private project receiving tax increment revenue financing within the Lexington Club RPA shall be governed by the terms of a written redevelopment agreement entered into by a designated developer and the City and approved by the City Council. Where tax increment funds are used to pay eligible redevelopment project costs, to the extent funds are available for such purposes, expenditures by the City shall be coordinated to coincide on a reasonable basis with the actual redevelopment expenditures of the developer(s). This Redevelopment Plan shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this redevelopment project area is adopted (by December 31, 2036, if the ordinances establishing the RPA are adopted during 2012).

Sources of Funds to Pay Costs

Funds necessary to pay for redevelopment project costs and/or municipal obligations which may be issued or incurred to pay for such costs are to be derived principally from tax increment revenues and/or proceeds from municipal obligations which have as a repayment source tax increment revenue. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the City may require the utilization of guarantees, deposits, reserves, and/or other forms of security made available by private sector developers. The City may incur redevelopment project costs that are paid from the funds of the City other than incremental taxes, and the City then may be reimbursed for such costs from incremental taxes.

The tax increment revenue which will be used to fund tax increment obligations and eligible redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase of the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the RPA over and above the certified initial equalized assessed value of each such property. Without the use of such incremental revenues, the RPA is not likely to redevelop.

Other sources of funds which may be used to pay for development costs and associated obligations issued or incurred include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the municipality and developer from time to time may deem appropriate.

The Lexington Club RPA may be or become contiguous to, or be separated only by a public right-of-way from, other redevelopment areas created under the Act (65 ILCS 5/11-74.4-4 et. seq.). The City may utilize net incremental property tax revenues received from the Lexington Club RPA to pay eligible

redevelopment project costs or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Lexington Club RPA made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Lexington Club RPA, shall not at any time exceed the total Redevelopment Project Costs described in **Table 4** of this Redevelopment Plan.

If necessary, the redevelopment plans for other contiguous redevelopment project areas that may be or already have been created under the Act may be drafted or amended as applicable to add appropriate and parallel language to allow for sharing of revenues between such districts.

Issuance of Obligations

To finance project costs, the City may issue bonds or obligations secured by the anticipated tax increment revenue generated within the Lexington Club RPA, or such other bonds or obligations as the City may deem as appropriate. The City may require the utilization of guarantees, deposits or other forms of security made available by private sector developers to secure such obligations. In addition, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within the time frame described under "Phasing and Scheduling of the Redevelopment" above. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more of a series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the City shall not exceed the amounts available from tax increment revenues, or other sources of funds, if any, as may be provided by ordinance. Obligations may be of parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

In addition to paying redevelopment project costs, tax increment revenues may be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs. To the extent that real property tax increment is not required for such purposes, revenues shall be declared surplus and become available for distribution annually to area taxing districts in the manner provided by the Act.

Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Lexington Club RPA is to provide an estimate of the initial EAV which the Kane County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Lexington Club RPA. The 2010 EAV (the most recent year in which assessed values and the equalizer were available) of all taxable parcels in the Lexington Club RPA is approximately $2.06 million. This total EAV amount by PIN is summarized in **Appendix 2**. The EAV is subject to verification by the Kane County Clerk. After verification, the final figure shall be certified by the Kane County Clerk, and shall become the Certified

Initial EAV from which all incremental property taxes in the Redevelopment Project Area will be calculated by Kane County.

Anticipated Equalized Assessed Valuation

By tax year 2035 (collection year 2036), the EAV for the Lexington Club RPA is projected to be approximately $25.0 million. This estimate is based on construction of a new moderate-density residential development on certain parcels in the Lexington Club RPA.

Lack of Growth and Private Investment

The City is required to evaluate whether the Lexington Club RPA has been subject to growth and private investment and must substantiate a finding of lack of such investment prior to establishing a tax increment financing district.

The growth of property value in the Lexington Club RPA, as measured by the equalized assessed value, has lagged that of the balance of the City for seven of the last eight periods from 2002 through 2010. Furthermore, almost no new private investment has occurred in the Lexington Club RPA in the past five years; the only investment was the demolition of the blighted structures, undertaken between 2008 and 2011. The costs of demolition were estimated at approximately $120,000, according to building permits provided by the City. This demolition and initial environmental remediation were undertaken by a private developer under the expectation that tax incremental financing would be available in the future to aid in the extraordinary costs of environmental remediation in the RPA. Without TIF assistance, redevelopment of the site is unlikely to occur, given the blighted conditions outlined in the Eligibility Analysis.

Finding: The Redevelopment Project Area (Lexington Club RPA) on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

But For...

The City is required to find that, but for the designation of the TIF district and the use of tax increment financing, it is unlikely that significant investment will occur in the Lexington Club RPA.

Without the support of public resources, the redevelopment objectives for the RPA would most likely not be realized. The area-wide improvements and development assistance resources needed to redevelop and revitalize the Lexington Club RPA as a vibrant residential area are extensive and costly, and the private market, on its own, has shown little ability to absorb all of these costs. Major hazards due to significant environmental contamination throughout the RPA severely impact the redevelopment potential of the RPA.

Public resources to assist with environmental remediation and site preparation are needed to leverage private investment and facilitate area-wide redevelopment consistent with the City's comprehensive plan. The City's general fund does not have the financial capacity to make these improvements. TIF funds can be used to fund infrastructure improvements, environmental remediation, site assembly and preparation, building rehabilitation, and other related costs. Accordingly, but for the designation of a TIF district, these projects, which would contribute substantially to area-wide redevelopment, are unlikely to occur.

Finding: But for the adoption of this Redevelopment Plan, critical resources will be lacking that would otherwise support the redevelopment of the Lexington Club RPA and the Lexington Club RPA would not reasonably be anticipated to be developed.

Conformance to the Plans of the City

The Lexington Club RPA and Redevelopment Plan must conform to the comprehensive plan for the City, conform to the strategic economic development plans, or include land uses that have been approved by the City Council.

The 2007 Applied Composites Area Plan update to the City's 1996 comprehensive plan proposes medium-density residential development throughout the Lexington Club RPA, in addition to open space and park land. The Redevelopment Plan anticipates medium-density residential development and open space, thus conforming to the City's vision for the former Applied Composites site and greater Lexington Club RPA.

Dates of Completion

The dates of completion of the project and retirement of obligations are described in "Phasing and Scheduling of the Redevelopment" in Section 5 above.

Financial Impact of the Redevelopment Project

As explained above, without the adoption of this Redevelopment Plan and tax increment financing, the Lexington Club RPA is not expected to be redeveloped by private enterprise. Additionally, there is a genuine threat that conservation area and blighting conditions will continue to exist and spread, and that the entire area will become a less attractive place to maintain and improve existing buildings and sites. The lagging growth of property values also may lead to a decline of property values in surrounding areas and could lead to a reduction of real estate tax revenue to all taxing districts.

This document describes the comprehensive redevelopment program proposed to be undertaken in the Lexington Club RPA by the City to create an environment in which private investment can reasonably occur. The redevelopment program will assist in alleviating blighting conditions, creating new jobs, and promoting rehabilitation and redevelopment.

This Redevelopment Plan is expected to have short- and long-term financial impacts on the affected taxing districts. During the period when tax increment financing is utilized, real estate tax increment revenues from the increases in EAV over and above the certified initial EAV (established at the time of adoption of this document) may be used to pay eligible redevelopment project costs for the Lexington Club RPA. At the time when the Lexington Club RPA is no longer in place under the Act, the real estate tax revenues resulting from the redevelopment of the RPA will be distributed to all taxing district levying taxes against property located in the RPA. These revenues will then be available for use by the affected taxing districts.

Demand on Taxing District Services and Program to Address Financial and Service Impact

In 1994, the Act was amended to require an assessment of any financial impact of a redevelopment project area on, or any increased demand for service from, any taxing district affected by the

redevelopment plan, and a description of any program to address such financial impacts or increased demand.

The City intends to monitor development in the area and, with the cooperation of the affected taxing districts, work to address any increased needs in connection with any particular development.

Given the preliminary nature of this Redevelopment Plan, specific fiscal impacts on the taxing districts and increases in demand for services provided by those districts cannot accurately be assessed within the scope of this plan. The following major taxing districts presently levy taxes on properties within the Lexington Club RPA:

- Elgin College 509
- Kane County
- Kane County Forest Preserve
- St. Charles Cemetery
- St. Charles City
- St. Charles Library
- St. Charles Park District
- St. Charles School District 303
- St. Charles Township
- St. Charles Township Road District

Replacement of vacant sites with active and more intensive uses may result in additional demands on services and facilities provided by the taxing districts. At this time, no special programs are proposed for these districts. Should demand increase, the City will work with the affected taxing districts to determine what, if any, program is necessary to provide adequate services.

7. Provisions for Amending Plan

This Redevelopment Plan and Project document may be amended pursuant to the provisions of the Act.

8. Commitment to Fair Employment Practices and Affirmative Action Plan

The City of St. Charles is an equal opportunity employer. As part of this Redevelopment Project and Plan, the City will work with any developers who assist in the redevelopment of the RPA to implement an effective affirmative action program that conforms to City policies and practices.

This program will ensure equal opportunity for all personnel regardless of race, color, religion, sex, age, marital status, order of protection status, military status, citizenship status, military discharge status, physical or mental disability unrelated to ability, nation of origin, sexual preference, creed or ancestry. This program will also meet standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees. All entities involved are responsible for conformance to the policy that is put in place.

Appendix 1:
Boundary and Legal Description

Part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, Kane County, Illinois, more particularly described as follows:

Beginning at the intersection of the centerline of Fifth Street as platted in the City of St. Charles with the South Line of a tract of land described in a warranty deed recorded June 4, 1886, in Book 243, Page 17; thence North 89°41'25" East 30.60 feet to the East Right of Way line of said street; thence South 11°41'01" East along said East Right of Way line 51.00 feet to the extended South Right of Way line of Mark Street; thence South 89°41'25" West along said South Right of Way line 331.48 feet to the intersection of said South Right of Way line and the East Right of Way line of Sixth Street; thence South 11°43'06" East along said East Right of Way line 383.57 feet; thence South 78°28'06" West 140.00 feet; thence South 11°43'06" East 19.85 feet, thence South 78°39'16" West 185.05 feet to the East Right of Way line of Seventh Street; thence South 11°33'41" East along said East Right of Way line 5.99 feet to the extended centerline of vacated Ryan Street recorded October 11, 1983 as Document 1648957; thence South 78°23'42" West along said extended centerline 242.00 feet to the West line of said vacated Ryan Street; thence South 11°33'41" East along said West line extended 160.00 feet; thence South 78°26'50" West 337.57 feet to the East Right of Way line of Ninth Street; thence South 00°55'11" East along said East Right of Way line 24.93 feet to the extended South line of Lot 16 of Millington's Third Addition to St. Charles recorded May 4, 1926 as Document 272865; thence South 89°41'25" West along said South line 192.01 feet to the Southwest corner of said Lot 16; thence South 00°55'11" East 8.82 feet, thence South 82°45'00" West 164.06 feet; thence North 60°19'00" West 332.49 feet; thence South 01°31'00" East 42.00 feet; thence North 64°34'00" West 370.90 feet; thence North 00°00'00" West 67.19 feet; thence South 90°00'00" West 175.00 feet; thence North 66°13'00" West 274.27 feet to the West Right of Way line of Twelfth Street; thence North 00°00'28" East along said West Right of Way line 512.12 feet to the South Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the North line of Fox Meadow Estates recorded December 14, 1993 as Document 93K100653; thence North 89°11'00" West along said South Right of Way line 336.06 feet to the West line of said Southeast Quarter; thence North 00°00'28" East along said West line 100.01 feet to the North Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the South line of Porter Business Park recorded September 25, 2006 as Document 2006K104660; thence South 89°11'00" East along said North Right of Way line 931.85 feet, thence North 01°07'05" West along said North Right of Way line 15.01 feet to a line coincident with Said North Right of Way line and the South line of Unit Number 1 Timbers recorded June 4, 1986 as Document 1774209; thence South 89°11'00" East along said North Right of Way line to the East line of Said Southeast Quarter; thence southerly along said East line to said South Right of Way line of the Chicago and Northwest Transportation Company said South Right of Way line being coincident with the North line of said tract; thence South 89°11'00" East along said South Right of Way line to the intersection of said South Right of Way line and the extended centerline of Fifth Street; thence South 11°41'01" East along said extended centerline 93.59 feet to the Point of Beginning.

Excepting therefrom the following described parcels:

Lots 12, 13, 14, and 15 of Block 5 of Millington's Third Addition to St. Charles, recorded May 4, 1926 as Document 272865, a subdivision being part of the Southwest Quarter of Section 27 and the Southeast

Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, in the City of St. Charles, Kane County, Il.

Said excepted parcels contain 0.636 acres, more or less.

Said parcel without the excepted 0.636 acres contains 44.965 acres, more or less.

Appendix 2:
Summary of EAV (by PIN)

Record	PIN	Final 2010 EAV
1	09-27-303-001	$20,063
2	09-28-400-002	$258,796
3	09-28-400-003	$0
4	09-28-452-001	$0
5	09-28-452-002	$519,636
6	09-28-452-003	$268,326
7	09-28-476-008	$4,560
8	09-28-476-009	$987
9	09-28-476-012	$0
10	09-28-476-018	$0
11	09-28-476-019	$188,079
12	09-28-476-020	$987
13	09-28-476-023	$293,059
14	09-28-477-003	$43,635
15	09-28-477-008	$7,369
16	09-28-477-014	$405,748
17	09-28-478-011	$50,610
18	09-28-502-004	$0

II C

City of St. Charles, Illinois
Ordinance No. _____

An Ordinance Of The City Of St. Charles, Kane And Du Page Counties, Illinois, Adopting Tax Increment Allocation Financing For The Lexington Club Redevelopment Project Area

WHEREAS, it is desirable and for the best interests of the citizens of the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), for the City to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, the City Council of the City (the "Corporate Authorities") has heretofore approved a redevelopment plan and project (collectively, the "Plan") as required by the Act by passage of an ordinance, and has heretofore designated the Lexington Club Redevelopment Project Area (the "Area") as required by the Act by the passage of an ordinance, and the City has otherwise complied with all other conditions precedent required by the Act; and

WHEREAS, this Ordinance was introduced to the Corporate Authorities at its regular meeting on April 16, 2012, within ninety (90) days of the final adjournment of the Hearing.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan within the Area as described in Exhibit "A" attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit "B" attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit "C" attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this ordinance until the project costs and obligations issued in respect thereto have been paid shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer or to his designee pursuant to 35 ILCS 200/20-90, as amended, who shall deposit said taxes into a special fund, hereby created, and designated the "City of St. Charles Lexington Club Redevelopment Project Area Special Tax Allocation Fund" of the City, and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 3. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication in pamphlet form as provided by law.

Section 5. The City Clerk is hereby expressly directed to transmit forthwith to the County Clerk of The County of Kane, Illinois, a certified copy of this Ordinance.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2013.

_____
Donald P. DeWitte, Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays
Absent:
Abstain:

EXHIBIT "A"

LEGAL DESCRIPTION

TIF Description

Part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, Kane County, Illinois, more particularly described as follows:

Beginning at the intersection of the centerline of Fifth Street as platted in the City of St. Charles with the South Line of a tract of land described in a warranty deed recorded June 4, 1886, in Book 243, Page 17; thence North 89°41'25" East 30.60 feet to the East Right of Way line of said street; thence South 11°41'01" East along said East Right of Way line 51.00 feet to the extended South Right of Way line of Mark Street; thence South 89°41'25" West along said South Right of Way line 331.48 feet to the intersection of said South Right of Way line and the East Right of Way line of Sixth Street; thence South 11°43'06" East along said East Right of Way line 383.57 feet; thence South 78°28'06" West 140.00 feet; thence South 11°43'06" East 19.85 feet, thence South 78°39'16" West 185.05 feet to the East Right of Way line of Seventh Street; thence South 11°33'41" East along said East Right of Way line 5.99 feet to the extended centerline of vacated Ryan Street recorded October 11, 1983 as Document 1648957; thence South 78°23'42" West along said extended centerline 242.00 feet to the West line of said vacated Ryan Street; thence South 11°33'41" East along said West line extended 160.00 feet; thence South 78°26'50" West 337.57 feet to the East Right of Way line of Ninth Street; thence South 00°55'11" East along said East Right of Way line 24.93 feet to the extended South line of Lot 16 of Millington's Third Addition to St. Charles recorded May 4, 1926 as Document 272865; thence South 89°41'25" West along said South line 192.01 feet to the Southwest corner of said Lot 16; thence South 00°55'11" East 8.82 feet, thence South 82°45'00" West 164.06 feet; thence North 60°19'00" West 332.49 feet; thence South 01°31'00" East 42.00 feet; thence North 64°34'00" West 370.90 feet; thence North 00°00'00" West 67.19 feet; thence South 90°00'00" West 175.00 feet; thence North 66°13'00" West 274.27 feet to the West Right of Way line of Twelfth Street; thence North 00°00'28" East along said West Right of Way line 512.12 feet to the South Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the North line of Fox Meadow Estates recorded December 14, 1993 as Document 93K100653; thence North 89°11'00" West along said South Right of Way line 336.06 feet to the West line of said Southeast Quarter; thence North 00°00'28" East along said West line 100.01 feet to the North Right of Way line of the Chicago and Northwest Transportation Company, said line being coincident with the South line of Porter Business Park recorded September 25, 2006 as Document 2006K104660; thence South 89°11'00" East along said North Right of Way line 931.85 feet, thence North 01°07'05" West along said North Right of Way line 15.01 feet to a line coincident with Said North Right of Way line and the South line of Unit Number 1 Timbers recorded June 4, 1986 as Document 1774209; thence South 89°11'00" East along said North Right of Way line to the East line of Said Southeast Quarter; thence southerly along said East line to said South Right of Way line of the Chicago and Northwest Transportation Company said South Right of Way line being coincident with the North line of said tract; thence South

89°11'00" East along said South Right of Way line to the intersection of said South Right of Way line and the extended centerline of Fifth Street; thence South 11°41'01" East along said extended centerline 93.59 feet to the Point of Beginning.

Excepting therefrom the following described parcels:

Lots 12, 13, 14, and 15 of Block 5 of Millington's Third Addition to St. Charles, recorded May 4, 1926 as Document 272865, a subdivision being part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principle Meridian, in the City of St. Charles, Kane County, Il.

Said excepted parcels contain 0.636 acres, more or less.

Said parcel without the excepted 0.636 acres contains 44.965 acres, more or less.

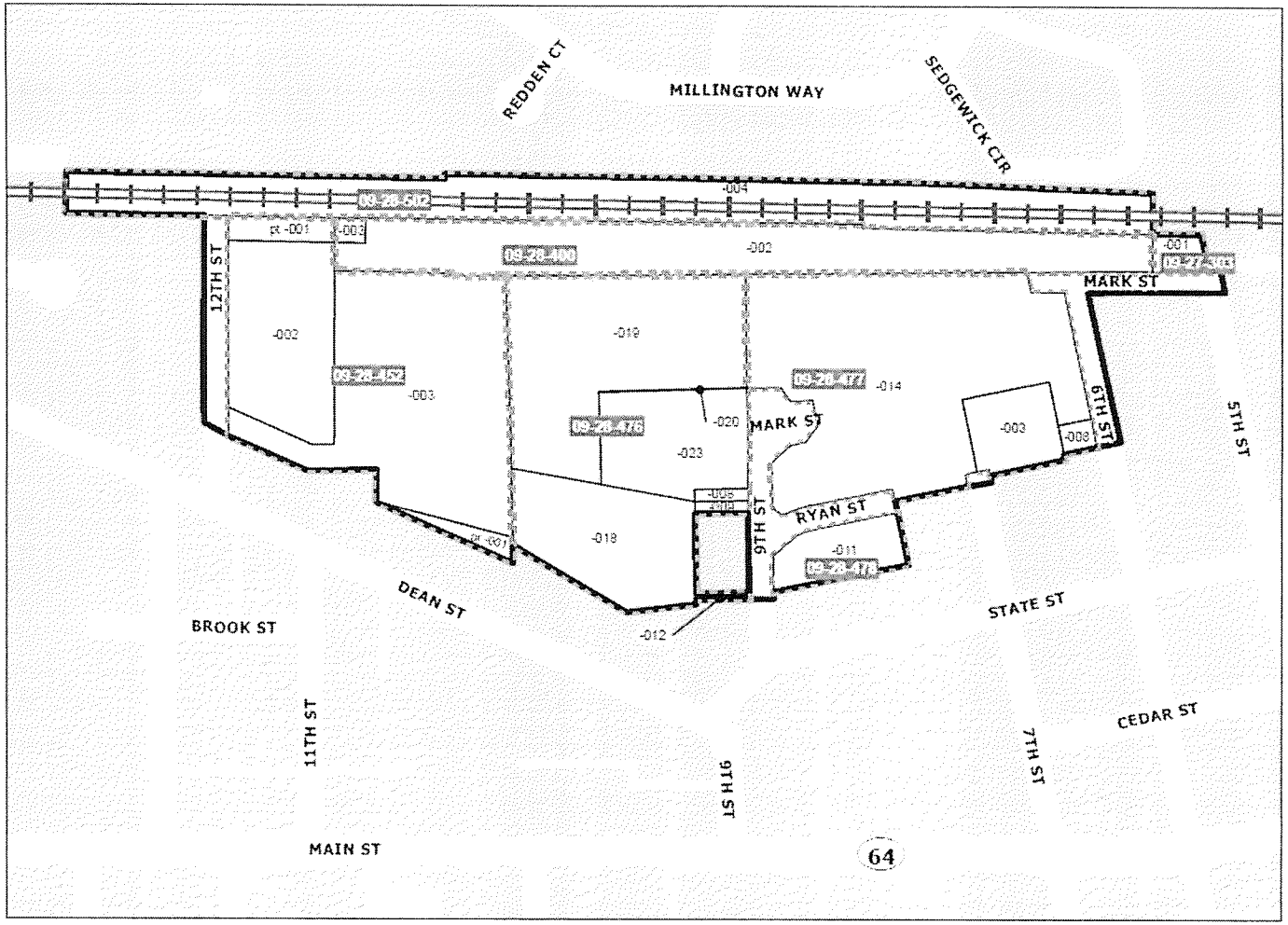
EXHIBIT "B"

STREET LOCATION

Generally bounded by the Union Pacific Railroad right-of-way on the north, 12th Street on the west, 5th Street on the east, and just north of Dean Street and State Street on the south, excluding all residential properties.

EXHIBIT “C”

MAP


REDDEN CT
MILLINGTON WAY
SEDGEWICK CIR
-004
-002
-001
MARK ST
12TH ST
-002
-003
-019
-014
-020
-023
-018
-012
-011
-003
-008
6TH ST
5TH ST
RYAN ST
9TH ST
DEAN ST
BROOK ST
STATE ST
CEDAR ST
11TH ST
9TH ST
7TH ST
MAIN ST
64

MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
MONDAY, NOVEMBER 26, 2012, 7:00 P.M.

Members Present: Chairman Stellato, Aldr. Monken, Aldr. Carrignan, Aldr. Payleitner, Aldr. Turner, Aldr. Rogina, Aldr. Martin, Aldr. Krieger, Aldr. Bessner, Aldr. Lewis

Members Absent: None

Others Present: Brian Townsend, City Administrator; Mark Koenen, Director of Public Works; James Bernahl, Public Works Engineering Manager; John Lamb, Environmental Services Manager; Peter Suhr, Public Services Manager; Tom Bruhl Electric Services Manager; James Lamkin, Police Chief; Patrick Mullen, Fire Chief

1. **Meeting called to order at 7:00 p.m.**

2. **Roll Call**

K. Dobbs:

Stellato: Present
Monken: Present
Carrignan: Present
Payleitner: Present
Turner: Present
Rogina: Present
Martin: Present
Krieger: Present
Bessner: Present
Lewis: Present

3.a. Electric Reliability Report, August 2012

Information only.

3.b. Tree Commission Minutes

Information only.

3.c. EAB Control Efforts

Information only.

4.a Recommendation to approve Ordinance Amending Title 5 "Business Licenses and Regulations" – Adding a new Chapter 5.52 "Horse-drawn Carriages".

Chief Lamkin presented. The city has a request from a vendor who is interested in operating a horse-drawn carriage business on city streets. The city does not currently have regulations regarding this, so we prepared an Ordinance. This Ordinance outlines the controls to be put in place which are designed to make this as safe as possible, and limits the number of vendors to two per year. We worked with Robin Jones of Gorski Good and modeled the Ordinance after other municipalities.

Staff recommends approval of a new Chapter 5.52 "Horse-drawn Carriages" to Title 5 "Business Licenses and Regulations".

Aldr. Turner: Are we going to approve both, or only one of these routes?

Chief Lamkin: Both; one is a main route, and the other an alternate route.

Aldr. Bessner: We would have the opportunity for two different vendors, but we did not limit the number of carriages that each vendor would have?

Chief Lamkin: I don't anticipate we would have multiple carriages operating at any time. The vendor who is here with us this evening is requesting approval for one carriage.

Aldr. Lewis: What are the hours of operation?

Chief Lamkin: We can limit the days and hours to whatever we feel is necessary and safe.

No further discussion.

Motioned by Aldr. Monken, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

5.a. Recommendation to purchase LDC Transformer from CG Power Systems.

Tom Bruhl presented: Staff is requesting to purchase a transformer for our local distribution center at the Red Gate Road Bridge site. We sent formal bids to five manufacturers. This is a highly specialized design; it was the first of its kind and has been recognized in a trade magazine. The city did supply bid documents to four other

bidders to try to get a second supplier to compete against our existing supplier, but CG Power was the only one to respond.

Chairman Stellato: This is a budgeted item?

Mr. Bruhl: Yes.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

5.b. Recommendation to purchase LDC 35kV Switchgear from G&W Electric.

Tom Bruhl presented. The second part of the substation design is switchgear that takes the inbound 35kV feed and distributes it to the transformer. We requested formal bids; we did get two bidders on this highly specialized, custom equipment. G&W from Bolingbrook was the low bidder and they were the same vendor who provided the equipment that is at 609 S. Kirk.

Staff recommends approval of the purchase of the 35kV Switchgear to G&W.

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

5.c. Recommendation to purchase LDC Voltage Regulators from Cooper Power Systems.

Tom Bruhl presented. The final part of the substation design is three pad mounted regulators that keep the voltage within normal operating ranges. We did go out for bids; I tried to get three manufacturers, but we only got one bidder, Cooper, the vendor who provided the regulators for the first station. Cooper is also the supplier for ComEd who has done 40 of these.

Staff recommends approval of the purchase of three pad mounted regulators from Cooper Power Systems.

Aldr. Carrignan: Is this a budgeted item?

Mr. Bruhl: Yes, the whole station is budgeted.

No further discussion.

Motioned by Aldr. Monken, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

5.d. ComEd Reliability and Maintenance Issues – Information only.

Tom Bruhl presented. City staff continues to meet with ComEd on a monthly basis. After each outage, ComEd sends staff out to troubleshoot the lines for the root cause. Over the summer there were two significant storms; one on July 1 and the second on August 4 that created a total of five sustained and four momentary outages.

We have nine lines coming into the city, so for five of them to have sustained outages, that's a large percentage of the city. Both storms occurred on the weekend which delays our response because our employees, as well as ComEd employees are at home so it takes 30-40 minutes for employees to report to work. Although the sustained outages were numerous and had a serious impact, we were able to restore all substation feeds in four hours.

The most significant impact was the northeast quadrant where we lost both feeder lines into the Dunham Road station. The first one was restored by our internal capacity and the reserve capacity that we keep on ComEd's system to account for contingencies. We never load their lines all the way up so that if they lose one, we can move our load on to another one. The second line ComEd restored about four hours after the outage.

The line coming into North 12th Street impacted the northwest quadrant which was not the 35kV line, it was the 138kV line into South Elgin. ComEd restored that within 38 minutes. On August 4, the line coming into the Peck Road station sustained a loss; ComEd had a lightning hit on their LDC. The difference we have in our design vs. ComEd is that the connections we specify allow for advanced lightning protection. We are allowed to put lightning arrestors on every connection so that lightning has no way to get into the station and cause problems.

There were four momentaries, and while inconvenient they were not a significant problem.

In terms of customer outage minutes for the entire year – this data is the product of how many customers' times how many minutes they were out. This is the best way to portray total reliability for your system. On July 1 we had over 1,000,000 customer outage minutes. In all of 2011, we had 548,000, so on July 1, we incurred twice as many customer outage minutes as all of 2011. Of those, over 800,000 were related to the loss of the four ComEd lines.

We are going to get a new feed, which is the same feed that currently comes into the City Hall sub. We worked with ComEd to get a tenth feed off of a different line, but it's not close enough and it's not economically feasible.

Aldr. Carrignan: Having these meetings is really making a difference. We've come a long way from having a lot of short outages to having a pretty clean slate. Thank you.

Mr. Bruhl: Through working with ComEd's planning staff, we have reserved capacity on their lines that gives us the flexibility when one of the lines go out, we don't have to wait for them to restore it. We can use the reserve capacity on an adjacent line and our internal ties and some of our neighbors aren't as fortunate to have the capability and they have to wait for ComEd.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

5.e. Recommendation to approve budget addition for electric utility work related to the Bio Solids Project.

Tom Bruhl presented. As with all new business projects, this internal project was not budgeted for in the electric utility. The costs that are incurred by the electric utility need to be borne by the customer; in this case it's the wastewater utility.

This will be 100% reimbursable from the wastewater utility.

Staff recommends a budget addition in the amount of $43,000.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

5.f. Recommendation to approve participation in IMEA Energy Efficiency Program.

Peter Suhr presented. The Public Services Group and the Electric Utility have teamed up to pursue this agenda item. The Illinois Municipal Electric Agency, also known as IMEA, has extended an offer to the City of St. Charles to participate in a program that seeks to reduce energy consumption at peak hours in the summer. This is proposed by supplementing one of our existing air conditioning units with a system called an Ice Bear Unit which is produced by a company named Verde Systems.

The Ice Bear will make ice at night when power is much less expensive and then use the ice to provide cooling during the day which will ultimately save the city money on the electric bill during those summer months. Your packet contains a picture of the Ice Bear Unit that we are proposing.

The project is valued at approximately $75,000 which includes a brand new mechanical system in addition to the Ice Bear Unit at no cost to the city. We have selected to install this new system at the Lab Building which is located on the Public Works Campus. We are only one of two communities in Illinois that have been offered this opportunity; I believe Naperville is considering same.

The city's main responsibility in this agreement is staff effort related to promoting the project via the city website and display materials in the lobby of the Public Works Facility. Staff would certainly support another "green" project to promote.

If there are no questions, staff recommends approval of participation in this program and authorization to enter into an agreement with Verde Systems and also IMEA.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

5.g. Recommendation to approve proposal for Final Clarifier Drive Project for the Wastewater Treatment Plan.

John Lamb presented. The city has two clarifier drives at our main treatment plant; one was replaced last year in response to it malfunctioning during a high flow event. This year staff would like to replace the second drive which is 25 years old, at a cost of approximately $60,000. We are being proactive in this replacement, we would prefer to replace it now rather than respond to an emergency due to the age of the equipment.

We did not go out to bid, but we did receive proposals from two contractors for the work and DPS was the low proposal and they are the same contractor that performed the work on the other clarifier drive last year. They are also certified by the equipment manufacturer.

Staff requests approval to waive the formal bid process and recommend approval of the proposal from DPS in the amount of $60,350.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

5.h. Recommendation to approve extension of contract with Capital Infrastructure Group, LLC.

Mark Koenen presented. This is an extension of a contract that we currently hold with Capital Infrastructure Group, LLC, who is a firm out of Springfield. We have used them

for the past couple years to assist us with coordination, namely on the Red Gate Bridge Project, as well as the IL Rt. 64 project between 7th Avenue and IL Rt. 59.

We have used this firm to assist us with coordinating payments, as well as grant coordination on the Red Gate Bridge project. Most recently there is a new proposal being considered by the State to deal with stormwater revisions for how we deal with maintenance and long term perpetual obligations of owners, whether private or public in maintaining stormwater facilities. I refer to this proposal as the 1.35 Rule which has to do with any amount of rainfall up to 1.35 inches. This rain amount in a given storm has to be retained in your detention facility and either absorbed into the ground or evaporated.

We have been working with this firm to assist us in understanding IDOT's posture on that, because it would affect city development as well as reconstruction projects on buildings or having to do with street projects. I would encourage you to support this and direct staff to extend this contract.

Aldr. Turner: Is this a new regulation from the State?

Mr. Koenen: Yes, it is actually being drafted now and would be forwarded to IEPA for consideration in the next three to four months.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

5.i. Recommendation to approve Change Order Number 8 for the Red Gate Bridge Advanced Contract Project.

James Bernahl presented. This is a recommendation to approve the final change order for the Red Gate Bridge Advance Contract Project. As you may recall, this was the mass earth work and also the installation of the temporary causeway. This contract has come to conclusion. The original contract amount was $1,651,000; after balancing the final contract items there was a deduct from the contract.

Staff recommends approval of Change Order number 8 for a deduction of $84,260.05.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

5.j. Recommendation to approve Change Order Numbers 1-7 for the Red Gate Bridge Main Contract Project.

James Bernahl presented. This is a recommendation to approve change order numbers 1 through 7 for the Red Gate Bridge Main Contract Project. I've included a spreadsheet in your packet, which is IDOT's change order tracking sheet. We have been able to deduct some items due to value engineering changes.

Staff recommends approval of Change Orders 1 through 7 for a total deduct of $146,865.38.

Aldr. Rogina: On a different topic, I appreciate your updates on the IL Rt. 64 project. I realize for the east side this has been a burden, but as I was driving IL Rt. 64 today, I observed the beauty of the curbs on the south side of the road compared to the old structure on the east side of the road and I realized how beautiful it's going to be when it's done, and the comparison is unbelievable. So I just want to say good job to everybody involved, but Jim, your updates have been very good.

No further discussion.

Motioned by Aldr. Monken, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

5.k. Discussion regarding Red Gate Road status anticipating the Red Gate Bridge Opening on December 15.

Mark Koenen and Chief Lamkin presented. Chief Lamkin and I are presenting this item in response to concerns that we have heard through the last 24 months because the vehicle portion of the Red Gate Bridge will be open to the general public on December 15. The pedestrian bridge will not be open until spring 2013.

Some of the concerns we have heard are due to traffic congestion, particularly congestion that is present in the morning hours when students are trying to access St. Charles North High School. When we presented alternatives 18 months ago, we talked about implementation in a metered fashion. We would consider a proposal, implement a proposal, evaluate the results and then move ahead if necessary. Some of the first steps that were completed from the initial alternatives were to restripe the pavement on Red Gate Road and that work was completed this summer before school started. The second piece was that District 303 changed how students accessed the parking, (people are able to access the parking lot much more fluently now with slightly less stacking along Red Gate Road).

However, stacking still exists in the morning hours on Red Gate Road for vehicles approaching the school from the west and eastbound stacking is still considerable as well. We believe that when the Red Gate Bridge is open, that stacking is still going to exist. To that effect, we have heard neighbors say they are concerned about traffic in that neighborhood. We have outlines several different option, anticipating the Red Gate

Bridge opening on December 15, some of which I have outlined on the Executive Summary in your packet.

Chief Lamkin: When we talked before about the stacking on Red Gate Road, experience showed us that people are creating their own four way stop intersection, which is contributing to the eastbound stacking. Even though it is not posted as a four way stop, the drivers are treating it like a four way stop.

Mr. Koenen: In response to this concern, the thought was that the section of Riverview Drive during the a.m. school session would basically be closed to southbound traffic from 6:30 to 7:30 in the morning so there would be no vehicles approaching the high school from the north at this particular location. We would give people advance notice using signage before December 15.

The Police Department is also going to have a squad car present and an officer to not only monitor traffic, but help manage traffic in this intersection if necessary.

Chief Lamkin: From 6:50 to 7:20 a.m., we would put an officer at that intersection, primarily if we stopped the southbound leg from coming through because we are basically dealing with an eastbound and westbound leg. With one officer directing traffic, that will alleviate the trained mindset of the four way stop to direct the eastbound cars into the lot. This would allow us to clear the traffic on Red Gate Road more efficiently. As Mark stated, changing the access configuration in the parking lot has helped to keep the parking lot clear. Obviously when we start moving the cars into the parking lot faster we are going to have to see how that works. But that will allow for us to address, at least initially, the eastbound and westbound traffic and keep those two legs cleared and not worry about the southbound leg.

The intended goal is to keep the cut through traffic out of the neighborhood and once the traffic is moving better on Red Gate Road itself, the cars that would have been going through the neighborhood will use the intended path on Red Gate Road.

Mr. Koenen: Brian Townsend has been meeting with District 303 staff about the addition of a traffic signal, as well as the addition of a right turn lane on the west approach to the intersection. There has been a staff understanding established where there is acknowledgement of equal participation in helping fund that project. That begins to open the door for us to look at the next alternative, which is if people should continue to see this as a four way stop during the morning rush, we need to put something more substantial there to address the issue that it's not a four way stop. By putting a traffic signal there, people will obviously have to obey the traffic control devices. Unfortunately a signal will not address the issue of back-up on the west leg of Red Gate Road. The real issue is that there is one primary access into the school site along Red Gate Road and during rush hour at the beginning of the day, everyone is coming at the same time. So whether there is a traffic signal there or not, we are still going to have back-up there until the School District has the means to build another access into the high

school. If you look at St. Charles East High School and the number of access points they have, you get some sense of the demand on a high school campus during the morning hours.

We are bringing this forward, in part because Aldr. Rogina asked us to continue to monitor this to make you aware that we haven't forgotten about what people said and that we are concerned about safety at this intersection. We are going to monitor it again with the next change which is the opening of the bridge on December 15. School will be in session for about a week and then there will be winter break. After the students return we will be out there monitoring again.

For right now, we have done everything we believe to be reasonably possible to try and promote a very safe environment.

Aldr. Rogina: As Mark stated during discussions of construction of the bridge, there was observable angst of safety around St. Charles North High School and Rivers Edge Subdivision. I suspect human condition itself would suggest that was not unwarranted. As you also said, and I think is very accurate, as a Council and staff, we didn't rush to judgment. The city listened very carefully and I think what you described as a starting point here tonight is commendable, first of all to the School District for being a partner, then to Brian Townsend, Mark Koenen and Chief Lamkin and the rest of the staff for really going all out to make this the best it can be. The bridge is going to be a wonderful asset to the community and I think ultimately the neighborhood and the school will find it to be just that. We will continue to monitor it and make sure that safety is of the utmost important. So I just want to say thank you very much; I really appreciate it.

Aldr. Turner: Has the School District even hinted at a time line to put in a right turn lane on eastbound Red Gate Road?

Mr. Koenen: The plan now is that the right turn lane as it approaches the entrance to the high school could be constructed at the same time as we put the traffic signal at the intersection of St. Charles North High and Red Gate Road. Pending our observations during the second semester of this school year, there would be a contract we would be willing to move into with the Council's approval coming spring/summer 2013 so that the signal and the right turn lane would be in place for fall 2013.

Aldr. Turner: Did we put the infrastructure in for the signals?

Mr. Koenen: The infrastructure is in place at the IL Rt. 31 and Red Gate Road intersection and stubbed out, but we have to get our infrastructure there to tie it together.

Aldr. Lewis: You are going to stop traffic north at the first entrance at River Ridge Drive and Riverview Drive. Is there going to be a police officer there stopping people from turning into the subdivision or are you going to stop them on Red Gate and River Ridge Drive?

Chief Lamkin: The officer will be on Red Gate Road. We intended on signing and barricading Riverview.

Aldr. Lewis: On IL Rt. 31?

Chief Lamkin: We were going to sign on IL Rt. 31 to point out the fact that there is no access at the leg where it goes to the high school.

Aldr. Lewis: But you will probably still have people turn there anyway.

Chief Lamkin: There will be a police officer at the intersection trying to manage the traffic into the high school, so if there are cars trying to make a southbound turn, we may have to bolster that until we get people educated that we mean business.

Aldr. Lewis: Are you going to let them out or are you going to make them turn around and go out some other way?

Chief Lamkin: I don't know that I can answer that; we are going to give plenty of advance notice. Part of this is retraining how people are driving. Our concern is that we don't want the neighborhood to be dealing with cut through traffic. As long as that access remains, there are going to be people during that half hour period that are going to take advantage of that; we still see that today.

Aldr. Lewis: Safety needs to be the number one issue, but I do have a few concerns about the residents who live there and are on their way to work. They are not going to be allowed out either?

Chief Lamkin: They are allowed out either on the north side onto IL Rt. 31 or from Meadowview.

Aldr. Lewis: Once we put a traffic signal in place, will they be able to go southbound on Riverview Drive out of the subdivision?

Mr. Koenen: That would be the plan. It would be opened 24/7 for four way traffic and managed by the signal.

Aldr. Lewis: So then the high school students will still be able to go through the neighborhood, but the residents would be able to get out?

Mr. Koenen: Correct.

Chief Lamkin: If that continued to be a problem even with the signal, we could still put a restriction in place during that period of time if we needed to, because we are only talking about 30 minutes on school days. This is similar to Red Gate Road eastbound; we

put a restriction there regarding left turns in the morning during the same time because we had trouble with students that would come down Red Gate Road and turn left on Meadowview, come around and try to circumvent the line by cutting through, which caused poor driving habits in the neighborhood.

Aldr. Krieger: Would it be possible to go ahead with the right turn lane for eastbound traffic prior to the stop light? That might alleviate some of the problems.

Mr. Koenen: That is an alternative, but the key is that we want to observe what happens between now and the summer construction season and then come back with that recommendation for your consideration.

We have a 90 day window to build whatever we want to build, because we don't want to have construction in front of the high school during the school year, whether it's the right turn lane or the traffic signal.

Chief Lamkin: At the peak time in the morning, we see the eastbound stacking to Chesapeake at times. The right turn lane will probably help reduce some of that, but the right turn will probably not go that far.

Aldr. Payleitner: There are two entrances, correct? Southbound can get in from IL Rt. 31 on a right in/right out?

Mr. Koenen: Correct.

Chairman Stellato: Mark, in your professional opinion, if the School District were to consider another entrance out of the school, is there any location that makes sense?

Mr. Koenen: From my perspective, I believe the vast student population comes from the west and people are coming in from Red Gate Road. If I had the choice to redo this project, I would consider putting another access point along Red Gate Road. Another option is that they have athletic facilities and I don't know what their plan is for that site, but maybe there is another way to integrate that area for access for athletic events and to bring people into the site on the back side.

Aldr. Payleitner: I just want to add that when St. Charles East High School was 10 years old, we only had two exits in as well, so I think this is just growing pains.

Chairman Stellato: Thank you, gentlemen. Great job!!!

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

6. Additional Business

a. Cancellation of December 24 Government Services Committee Meeting.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

Aldr. Carrignan: Mark, this is directed to your team. Sunday morning I drove down Main Street about 6:20 a.m. and you couldn't tell there had been 10,000 people in the street the night before. Downtown looked great the next morning; great job cleaning up from the parade.

To Chief Lamkin; great job running the parade! It was a great night and a lot of fun.

Aldr. Lewis: I just wanted to thank Mark and the Public Works Crews who cleaned up all the leaves in the Fifth Ward. There were many residents who were very pleased, so thank you to all who did such a great job!!!

Aldr. Martin: I would like to take this opportunity to thank Chief Mullen for five years of great service. We wish you well in the future!

Aldr. Turner: Is the resurfacing on IL Rt. 25 done now?

Mr. Bernahl: Most of that work is being completed right now. They are getting the final surface down as well as the final striping. The traffic signal is going up in the next week or so. All the big pieces are coming together now and it will be ready to go for December 15.

Aldr. Turner: Are they done pouring the bridge deck?

Mr. Bernahl: Yes.

Aldr. Turner: So it's just waiting for it to cure and landscaping?

Mr. Bernahl: Items that need to be completed are installation of the remainder of the railings, final actual components of the bridge, some of the electrical components and clean up. Finally, the traffic signal needs to be approved by IDOT and turned on and we'll be ready to.

7. Adjournment

Motion by Aldr. Carrignan, seconded by Aldr. Turner. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	
	Title:	Motion to approve an Ordinance Approving a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan (Lexington Club PUD)
	Presenters:	Rita Tungare

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council (1/7/13)
	Public Hearing		

Estimated Cost:	NA	Budgeted:	YES		NO	

If NO, please explain how item will be funded:

Executive Summary:

The attached ordinance was prepared in accordance with the Planning and Development Committee recommendation of 5/14/12.

The Committee recommended approval with a number of conditions. The developer has agreed to all of the conditions of the Committee recommendation and has revised all plans accordingly. Obligations not identified on the plans have been memorialized in the PUD Ordinance.

1. For building materials, fiber cement will be required and vinyl siding will be prohibited.
2. The entrance monument sign has been removed from the plans.
3. Revised engineering and subdivision plans reflecting all off-site improvements have been submitted. All staff plan review comments have been addressed.
4. Offsite improvements are noted on the plans and memorialized in Section 5(i) of the PUD ordinance, including full improvement of 9th St. north of State St. and offsite sidewalk installation on State St. from 7th to 9th St. and on 7th St. north of State St.
5. The $200,000 contribution for future offsite street/intersection improvements is memorialized in Section 5(j) of the PUD Ordinance.
6. A construction route (haul road) is designated in Section 5(n) of the PUD Ordinance (From Main St. to 9th St. to State St. to 9th St. into the site).
7. An Affordable Housing Agreement requiring the developer to pursue funding to make units in the development affordable is attached as PUD ordinance Exhibit F.

Additionally, the Committee recommended that the property be "cleaned up" by Fall 2012. No further cleanup of the site has occurred due to the ongoing discussion of the Redevelopment Agreement. The developer's obligation to clean up the site is detailed in the Redevelopment Agreement and cross referenced in Section 5(o) of the PUD ordinance.

Attachments: *(please list)*

Ordinance approving Map Amendment, Special Use for Planned Unit Development, PUD Preliminary Plan
Correspondence received since 5/14/12 (posted as a separate attachment)

Recommendation / Suggested Action *(briefly explain)*:

Approve as presented.

For office use only:	*Agenda Item Number:* IIC4

City of St. Charles, Illinois
Ordinance No. 2013-Z-___

An Ordinance Granting Approval of Map Amendment, Special Use for a Planned Unit Development, and Approval of a PUD Preliminary Plan (Lexington Club PUD)

WHEREAS, on or about December 8, 2009, the Lexington Homes LLC ("Applicant") and St. Charles-333 North Sixth Street, LLC ("Record Owner") filed applications for (i) Map Amendment to rezone the property legally described on Exhibit "A" attached hereto and made a part hereof ("Single Family Parcel") from the M-1 Special Manufacturing District to the RT-3 Traditional Single Family Residential District and to rezone the property legally described on Exhibit "B" attached hereto and made a part hereof ("Townhome Parcel") from the M-1 Special Manufacturing District to the RM-2 Medium Density Multi-Family Residential District; (ii) Special Use for a Planned Unit Development so as to permit a residential development project on the property legally described on Exhibit "C" attached hereto and made a part hereof ("Subject Realty"), with deviations from the regulations of the St. Charles Zoning Ordinance; and (iii) PUD Preliminary Plan for the Subject Realty; and

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development were published on or about July 30, 2011, in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said notice, the Plan Commission conducted public hearings on or about August 16, 2011, September 20, 2011 and October 4, 2011(collectively, the "Public Hearing"), on said application in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said application and all interested parties were afforded an opportunity to be heard; and,

WHEREAS, on October 18, 2011, the Plan Commission made all required Findings of Fact and forwarded them to the City Council together with its recommendation that the relief requested in said petitions be approved subject to the conditions stated therein; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said applications subject to conditions on or about May 14, 2012; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning and Development Committee and has considered the same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

Section 2. That the Official Zoning Map of the City, which is on file in the Office of the City Clerk, is hereby amended by rezoning the property legally described in Exhibit "A" from the "M-1 Special Manufacturing District" to "RT-3 Traditional Single Family Residential District" and rezoning the property legally described in Exhibit "B" from the "M-1 Special Manufacturing District" to the "RM-2 Medium Density Multi-Family Residential District". Said rezoning is based upon Petitioner's application and the evidence presented at the Public Hearing. The City Council hereby finds that the Zoning Map Amendments are in the public interest and adopts the Findings of Fact set forth on Exhibit "D-1" which is attached hereto and incorporated herein.

Section 3. That a Special Use for a Planned Unit Development is hereby granted for the Subject Realty, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended. Based upon the Petitioner's application and the evidence presented at the Public Hearing, the City Council hereby finds that the Planned Unit Development is in the public interest and adopts the Findings of Fact set forth on Exhibit "D-2", which is attached hereto and incorporated herein.

Section 4. That passage and approval of this Ordinance shall constitute approval of the PUD Preliminary Plan, consisting of the following documents:

- Preliminary Site Plan prepared by BSB Design dated 4/18/12
- Preliminary Subdivision Plans prepared by TFW Surveying & Mapping Inc. dated 12/17/10 and last revised 9/6/12
- Preliminary Engineering Plans prepared by Wills Burke Kelsey Associates Ltd. dated 12/17/10 and last revised 10/9/12
- Preliminary Landscape Plans prepared by Pugsley & Lahaie Ltd. dated 11/25/09 and last revised 4/18/12
- Preliminary Architectural Elevations prepared by BSB Design dated 7/21/11, including three sheets of Character Elevations for the detached single-family buildings and two sheets of Character Elevations for the attached single family buildings.

reduced copies of which are attached hereto and incorporated herein as Exhibit "E" (PUD Preliminary Plan), subject to the terms, conditions and restrictions set forth herein and subject to compliance with such conditions, corrections, and modifications as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code.

Section 5. The Subject Realty shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

a. Dwelling Units: A maximum of one-hundred thirty (130) dwelling units may be constructed on the Subject Realty, comprised of one-hundred two (102) attached single family dwellings on the Townhome parcel and twenty-eight (28) detached single-family dwellings on the Single Family Parcel.

b. Single Family Parcel: The development shall comply with the standards of the RT-3 zoning district, except that the following deviations are hereby approved:

   1. The maximum building coverage for one-and-one-half and two-story structures is hereby increased to 45%.
   2. The minimum interior side yard requirement is hereby reduced to 5 feet.
   3. The minimum rear yard requirement is hereby reduced to 25 ft.

c. Townhome Parcel: The development shall comply with the standards of the RM-2 zoning district, except that the following deviations are hereby approved:

   1. The minimum lot area per dwelling unit requirement is hereby reduced to 3,912 square feet.
   2. The minimum front yard requirement is hereby reduced to 15 ft. for corner or building end units, where the garage door for the unit faces the exterior side yard.
   3. The minimum interior side yard requirement is hereby reduced to 9 ft.
   4. The minimum exterior side yard requirement is hereby reduced to 15 ft.; however, no garage door shall be less than 20 ft. from the street right-of-way.

d. Design Review Standards and Guidelines: The development shall comply with the Design Review Standards and Guidelines of Chapter 17.06 of the Zoning Ordinance, and with the following conditions:

   1. Uniform building materials as required by Section 17.06.050(F)(3) of the Zoning Ordinance shall not be required for the townhome buildings, provided that the elevations otherwise conform to the PUD Preliminary Plans.
   2. In addition to the building materials requirements and restrictions listed in Section 17.06.050(F)(1) and 17.06.050(F)(2) of the Zoning Ordinance, all exterior siding materials on buildings constructed on the Subject Realty shall be cedar or equivalent wood or fiber cement siding and trim. Vinyl, aluminum or equivalent material shall not be used for siding or trim.
   3. All garage doors shall be "Designer Series" as shown on the PUD Preliminary Plans or an equivalent with comparable details and glass window panels.
   4. Detached Single-Family building elevations facing exterior side yards or pedestrian access ways (Lots 3, 4, 16, 17, 28 as shown in the PUD Preliminary Plan) shall include architectural detailing equivalent or better than the Character Side elevations shown in the PUD Preliminary Plans.
   5. The PUD Preliminary Plans have identified eight (8) character elevations for the detached single-family buildings and two (2) character elevations for the townhome buildings. The character elevation styles shall be interspersed such that a detached single-family building is not adjacent to more than one of the same

character elevation and the townhome buildings are approximately 50% of each character elevation.

6. Variations to the Character Elevations shown in the PUD Preliminary Plans may be reviewed and approved by the Director of Community Development as an Authorized Administrative Change in accordance with the provisions of Section 17.04.430.C of the Zoning Ordinance. Rearrangement/substitution of townhome unit types within the buildings shall be reviewed as an Administrative Change.

e. Landscaping

1. Perimeter site landscaping and all landscaping shown on common lots shall be reviewed as a part of the Final PUD Plan. All perimeter site landscaping, including any landscape bufferyards, shall be completed for each phase prior to the occupancy of any building, or portion thereof, in the phase.
2. Lot landscaping for the townhomes shall be reviewed as part of the building permit submittals.
3. Final Landscape Plans which provide comparable quality, quantity, and character but do not strictly comply with the Preliminary Plan may be reviewed and approved by the Director of Community Development as an Authorized Administrative Change in accordance with the provisions of Section 17.04.430.C of the Zoning Ordinance.

f. Owner's Association:

The Applicant will create one or more Owners Associations and create a Master Declaration of Covenants, Conditions & Restrictions that clearly identifies all responsibilities of the Owners Associations with respect to the use, maintenance and continued protection of common open space and improvements in the development, including, but not limited to, stormwater management facilities. The Declaration shall also regulate modifications to building architecture following the initial construction of the development. Such Declaration shall be in a form reasonably acceptable to the City and shall be recorded immediately following the recording of the Final Plat of Resubdivision for the Subject Realty.

g. School and Park Contributions:

The Applicant has agreed to convey, and the St. Charles Park District has agreed to accept, the .09-acre parcel fronting on 9th Street shown as Lot 59 on the PUD Preliminary Plan. The remainder of the Park and School contribution shall be provided as cash in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time. If the bedroom count used to calculate the initial cash contribution changes, the amount of the contribution shall be adjusted at the time of building permit.

h. Inclusionary Housing:

The Applicant has requested a deviation to the requirements of Chapter 17.18 of the Zoning Ordinance, Inclusionary Housing, to enable the development to begin construction without designating any affordable units or providing a fee-in-lieu contribution. The deviation request is hereby granted conditioned upon the Applicant executing and complying with the attached Affordable Housing Agreement, attached at Exhibit "F" for the duration of the project build out. In the event the Applicant fails to comply with the Affordable Housing Requirement at any time during the project build out, the requirements of Chapter 17.18 shall apply to the remaining housing units to be constructed.

i. Subdivision Improvements: The following shall be constructed as a part of the initial Land Improvements for the development:

1. Installation of a 10 inch water main as shown on the PUD Preliminary Plans (generally along Mark Street from 6th Street to 9th Street, along 9th Street south to State Street, continuing to the existing 10" water main near Dean Street, to complete a 10" water main loop through the development site). Following acceptance of the water main by the City, the City shall reimburse the Applicant for the actual cost to install the portion of the water main located offsite, including the cost to resurface existing streets which are not required to be reconstructed as a part of the development. Improvements to be reimbursed and the total maximum reimbursement shall be as specified in Exhibit G.
2. Full improvement of 9th Street from State Street north into the development site, improved to the same standards as the streets within the development, including curb and gutter, storm sewer, sidewalks, street trees, and street lighting.
3. Installation of a 5 ft. wide sidewalk on the north side of State Street, between 9th and 7th Streets, connecting to existing sidewalks at both intersections.
4. Installation of missing sidewalk segments on 7th Street north of State Street.

j. Off-site traffic contribution: Prior to the 65th occupancy permit, the applicant shall deposit with the City a cash contribution of $200,000 to be used for off-site street or intersection improvements, at the sole discretion of the City Council.

k. Ryan Street Right-of-Way: As a part of the Final Plat of Subdivision for the project, the City shall vacate the existing Ryan Street right-of-way located east of 9th Street and convey title of the property to the applicant. The City shall retain easements over any public utilities existing in the right-of-way.

l. Future Ryan Street extension: As a part of the Final Plat of Subdivision for the project, applicant shall dedicate right-of-way for a future Ryan Street extension at the western end of the site (shown on the PUD Preliminary Plans as Lot 54). This property shall be maintained by the Owner's Association for the development until such time the street is constructed and accepted by the City.

m. Access Easements: As a part of the Final Plat of Subdivision for the project, the applicant shall provide public access easements for pedestrian paths shown on the PUD Preliminary Plans (paths connecting Ryan Street to 12th Street, Ryan Street to the St. Charles Park District site, and the two paths connecting Mark Street to the railroad right-of-way).

n. Construction Route: Construction related traffic shall access the site by following a route from Main Street, to 9th Street, to State Street to 9th Street into the site. No construction traffic shall utilize Mark Street east of 5th Street; 5th, 6th or 7th Street south of the Subject Realty; or State Street east of 9th Street.

o. Site Cleanup: Complete demolition and clearing of debris and structures and environmental remediation of the property shall occur in accordance with a schedule to be mutually agreed upon by the parties, as set forth in a separate development agreement with the City.

p. The Applicant shall execute a Developer's Undertaking/Land Improvement Agreement in the City's standard form, and tender the security required therein prior to the recording of the Final Plat of Subdivision.

q. Stormwater Special Service Area: Following recording of the Final Plat of Subdivision, the City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Realty. The Record Owner shall not sell or transfer ownership of any portion of the Subject Realty until such Special Service Area has been established. Such Special Service Area shall be of perpetual duration with a maximum rate sufficient to provide for maintenance, repair, and reconstruction of such facilities. Such Special Service Area may provide for maintenance by the City in the event that stormwater management facilities or other facilities are not adequately maintained by the Owner or successors.

Section 6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 7. That this Ordinance shall become effective from passage, approval and publication in pamphlet form as provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ day of _____, 2013.

_____
Donald P. DeWitte, Mayor

Attest:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

APPROVED AS TO FORM:

_____
City Attorney

DATE: _____, 2013

EXHIBIT "A"
LEGAL DESCRIPTION OF SINGLE FAMILY PARCEL

PARCEL TO BE ZONED RT-3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, BEING AN ASSUMED BEARING AND THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, ALONG SAID LAST DESCRIBED SOUTH LINE, 362.12 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF 6TH STREET, AS DELINEATED ON THE PLAT OF T.E. RYAN'S ADDITION TO THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1889 AS DOCUMENT NUMBER 24117, ALSO BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTH 11 DEGREES 43 MINUTES 06 SECONDS EAST ALONG SAID LAST DESCRIBED WEST RIGHT OF WAY LINE, 186.93 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 610.92 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 29 SECONDS WEST, 58.19 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 14 SECONDS WEST, 108.55 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTER LINE OF 9TH STREET, AS DELINEATED ON THE PLAT OF MILLINGTON THIRD ADDITION TO ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1926 AS DOCUMENT NUMBER 272865; THENCE NORTH 00 DEGREES 55 MINUTES 11 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHERLY EXTENSION, 120.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A NON TANGENT CURVED LINE, CONCAVE NORTH, HAVING A RADIUS OF 101.50 FEET, AN ARC LENGTH OF 43.61 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 74 DEGREES 51 MINUTES 47 SECONDS WEST, 43.28 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 60.42 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 75 DEGREES 52 MINUTES 06 SECONDS WEST, 59.88 FEET); THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 58.51 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 00 SECONDS EAST, 140.96 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (A.K.A. UNION PACIFIC RAILROAD); THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 932.55 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, 97.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886 AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 33.30 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "B"
LEGAL DESCRIPTION OF TOWNHOME PARCEL

PARCEL TO BE ZONED RM-2:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET), ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET, 1043 FEET; THENCE NORTH 2 DEGREES 44 MINUTES 00 SECONDS EAST, 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES 34 MINUTES 00 SECONDS EAST, 149.92 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 00 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 31 MINUTES 00 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 135.80 FEET; THENCE NORTH, 7.90 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS WEST, 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST, 106 FEET; THENCE SOUTH, 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES 34 MINUTES 00 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES 34 MINUTES 00 SECONDS EAST, 19.73 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 30 SECONDS EAST, 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE EAST, 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES 13 MINUTES 00 SECONDS EAST, PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST, 69 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, 60 FEET; THENCE WEST, 56.84 FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE, 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES 37 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 46 MINUTES 00 SECONDS EAST, 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES 48 MINUTES 00 SECONDS WEST

ALONG SAID WESTERLY LINE, 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES 37 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

-- TOGETHER WITH --

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES 07 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET, 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND, 174 FEET; THENCE NORTH 60 DEGREES 19 MINUTES 00 SECONDS WEST, 168.19 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 00 SECONDS WEST, 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 29 MINUTES 00 SECONDS WEST, 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES 31 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 01 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION, 285 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 132 FEET; THENCE SOUTH 01 DEGREE 04 MINUTES 00 SECONDS EAST, 255.77 FEET TO A POINT SOUTH 80 DEGREES 02 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 02 MINUTES 00 SECONDS WEST, 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREE 04 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION, 285.0 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 132.0 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 00 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 01 DEGREE 04 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, 255.77 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 100.00 FEET; THENCE SOUTH 01 DEGREE 04 MINUTES 00 SECONDS EAST PARALLEL WITH SAID WEST LINE, 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES 06 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 06 MINUTES 00 SECONDS EAST, 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

-- TOGETHER WITH --

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE

NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 01 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 01 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

-- EXCEPTING THEREFROM ALL OF THE ABOVE --

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, BEING AN ASSUMED BEARING AND THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, ALONG SAID LAST DESCRIBED SOUTH LINE, 362.12 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF 6TH STREET, AS DELINEATED ON THE PLAT OF T.E. RYAN'S ADDITION TO THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1889 AS DOCUMENT NUMBER 24117, ALSO BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTH 11 DEGREES 43 MINUTES 06 SECONDS EAST ALONG SAID LAST DESCRIBED WEST RIGHT OF WAY LINE, 186.93 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 610.92 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 29 SECONDS WEST, 58.19 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 14 SECONDS WEST, 108.55 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTER LINE OF 9TH STREET, AS DELINEATED ON THE PLAT OF MILLINGTON THIRD ADDITION TO ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1926 AS DOCUMENT NUMBER 272865; THENCE NORTH 00 DEGREES 55 MINUTES 11 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHERLY EXTENSION, 120.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A NON TANGENT CURVED LINE, CONCAVE NORTH, HAVING A RADIUS OF 101.50 FEET, AN ARC LENGTH OF 43.61 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 74 DEGREES 51 MINUTES 47 SECONDS WEST, 43.28 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 60.42 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 75 DEGREES 52 MINUTES 06 SECONDS WEST, 59.88 FEET); THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 58.51 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 00 SECONDS EAST, 140.96 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (A.K.A. UNION PACIFIC RAILROAD); THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 932.55 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, 97.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886 AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 33.30 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "C"

LEGAL DESCRIPTION OF SUBJECT REALTY

SUBJECT PROPERTY:
PARCEL ONE:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET); ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL TWO:
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT
PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL THREE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH EAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET 1043 FEET; THENCE NORTH 2 DEGREES, 44 MINUTES, 0 SECONDS EAST 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 149.92 FEET; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 0 SECONDS WEST 135.80 FEET; THENCE NORTH 7.90 FEET; THENCE SOUTH 89 DEGREES, 20 MINUTES, 0 SECONDS WEST 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST 106 FEET; THENCE SOUTH 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES, 34 MINUTES, 0 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 19.73 FEET; THENCE
SOUTH 74 DEGREES, 16 MINUTES, 30 SECONDS EAST 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FOUR:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE EAST 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET, FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST 69 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 10 SECONDS EAST 60 FEET; THENCE WEST 56.84 FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES, 13 MINUTES, 0 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FIVE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES, 37 MINUTES, 0 SECONDS WEST ALONG THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78

DEGREES, 46 MINUTES, 0 SECONDS EAST 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES, 48 MINUTES, 0 SECONDS WEST ALONG SAID WESTERLY LINE 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES, 37 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES, 07 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND 174 FEET; THENCE NORTH 60 DEGREES, 19 MINUTES, 0 SECONDS WEST, 168.19 FEET; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES, 31 MINUTES, 0 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 285 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST 255.77 FEET TO A POINT SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION 285.0 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132.0 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 04 MINUTES, 0 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 255.77 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 100.00 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES, 06 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES, 06 MINUTES, 0 SECONDS EAST 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

EASEMENT FOR PRIVATE ROADWAY RESERVED BY DEED RECORDED JULY 16, 1957, IN BOOK 1855, PAGE 119, AS DOCUMENT 839306, MADE BY HAWLEY PRODUCT COMPANY TO CARL E. SODERQUIST AND SONS FOR THE BENEFIT OF THE NORTH 30 FEET OF LOT 11 IN BLOCK 5 OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES IN PARCEL TWO, OVER THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 535 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE EAST 30 FEET; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 134.45 FEET; THENCE NORTH 1 DEGREE WEST PARALLEL WITH THE WEST LINE OF SAID ADDITION

30 FEET; THENCE SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST 134.45 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 1 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 1 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "D-1"

FINDINGS OF FACT FOR MAP AMENDMENT

Plan Commission recommendation shall be based upon the preponderance of the evidence presented and the Commission shall not be required to find each Finding of Fact in the affirmative to recommend approval of an application for Map Amendment.

1. The existing uses and zoning of nearby property.

   The property is surrounded by both residential and manufacturing uses and zoning. Areas to the north and south of the site are primarily residential. Areas to the east and west contain a mix of residential and industrial land uses.

2. The extent to which property values are diminished by the existing zoning restrictions.

   It is not known if the existing zoning restriction is diminishing property values in the area. Industrial uses are generally considered to be incompatible with single-family residential uses, which may cause property values surrounding the site to be diminished.

3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.

   The current zoning restriction has not produced any perceptible public benefits during the last 5 years that the property has remained vacant. The property is in a deteriorated state and is environmentally contaminated. Under the existing zoning, the property could be developed with industrial uses that may be incompatible with the surrounding neighborhood, which is primarily residential.

4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification.

   The property is not well suited for industrial use. The property was originally used for industrial purposes because of its proximity to the railroad. The railroad line is no longer active and is in the process of abandonment. Access to the site requires use of minor streets and crossing through a residential neighborhood. The site has limited visibility from any arterial or collector street.

5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.

   Applied Composites closed and vacated the property in 2005. The property has remained vacant. Some of the structures on the site were torn down in 2008 and other structures were recently demolished in 2011. The area surrounding the site is mostly developed.

6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district.

Higher quality and better suited industrial sites surrounded by similar land uses are available elsewhere in the community. The proximity of the property relative to the Downtown area makes the property more desirable for residential use.

7. The consistency of the proposed amendment with the City's Comprehensive Plan.

   In 2008 the City adopted an amendment to the Comprehensive Plan which designated a future land use for the site of "Medium Residential", with a gross density range of 2.5 to 6.5 dwelling units per acre. The proposed zoning districts of RT-2 (net 8.7 du/acre) and RM-2 (net 10 du/acre), after accounting for street rights-of-way and land for stormwater detention, will result in an overall gross density within the range recommended by the Comprehensive Plan.

8. Whether the proposed amendment corrects an error or omission in the Zoning Map.

   No, the proposed amendment does not correct an error or omission in the Zoning Map.

9. The extent to which the proposed amendment creates nonconformities.

   No non-conformities will be created by the Map Amendment.

10. The trend of development, if any, in the general area of the property in question.

    There is no perceptible trend of development in the area. The subject property represents a substantial portion of the land area of the neighborhood and has been vacant for 5 years. The neighborhood surrounding the site is otherwise stable.

EXHIBIT "D-2"

FINDINGS OF FACT FOR SPECIAL USE FOR PLANNED UNIT DEVELOPMENT

From the St. Charles Zoning Ordinance, Section 17.04.410.D.3:
The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

1. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:

   1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.

      The PUD Preliminary Plans provide for a modified grid street pattern connected to existing access locations. The development plan is more "suburban" in layout and building form than recommended in the Comprehensive Plan.

   2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.

      The PUD Preliminary Plans interconnect all existing streets that currently terminate at the site. Complete sidewalks systems connect with the existing sidewalk grid in the neighborhood. Off-site sidewalks will be constructed on 7th Street, 9th Street, and along State Street between 7th and 9th Street to complete the sidewalk grid between the site and the neighborhood. The PUD Preliminary Plans provide recreational facilities in the form of the pedestrian/bike path connections off site to a future regional trail on the railroad right-of-way, a trail to the St. Charles Park District park site, and a trail connecting to 12th Street.

   3. To encourage a harmonious mix of land uses and a variety of housing types and prices.

      The PUD provides residential land uses that are compatible with the adjacent residential neighborhood. The residential land uses are not compatible with isolated industrial properties that adjoin the site. However, the Comprehensive Plan recommends a future land use of "Medium Residential" for the properties at 229 N. 9th Street and 602 N. 12th Street.

      The PUD provides two different housing types within the site, but with limited variation within each category. The PUD does not provide any affordable residential units, which is a requirement of the Zoning Ordinance.

   4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.

      The property has been previously developed. The PUD Preliminary Plans generally leave the State Street Creek and wooded areas south of the creek undisturbed.

5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.

   The PUD Preliminary Plans include engineering plans for infrastructure facilities to serve the site. The plans follow City Code requirements for subdivisions and stormwater management. The Illinois EPA will require that environmental contamination of the property be remediated prior to development for residential use.

6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.

   The Planned Unit Development will facilitate the redevelopment of a vacant site containing obsolete and deteriorated site improvements.

7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.

   Neighborhood meetings were held in 2006 and 2007 to consider the future land use of the subject property. A Comprehensive Plan amendment was reviewed and adopted by the City Council in 2008.

   Consideration of this development as a PUD has allowed a public hearing process and input from neighboring property owners and residents, governmental bodies, and the community. The PUD was discussed during Concept Plan review meetings before the Plan Commission and Planning and Development Committee of the City Council in 2008 and 2009. The Plan Commission held 2 public hearings to review the PUD.

2. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:

   A. Conforming to the requirements would inhibit creative design that serves community goals, or
   B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

   Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.

   The PUD Preliminary Plans provide recreational facilities in the form of the pedestrian/bike path connections off site to a future regional trail on the railroad right-of-way, a trail to the St. Charles Park District park site, and a trail connecting to 12th Street. Off-site sidewalks will be constructed on 7th Street, 9th Street, and State Street.

2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.

   The PUD Preliminary Plans will leave the wooded area south of State Street Creek mostly undisturbed.

3. The PUD will provide superior landscaping, buffering or screening.

The PUD Preliminary Plans provide landscaping in compliance with the City's Zoning Ordinance. Landscape buffering is provided along the property lines adjoining existing industrial uses.

4. The buildings within the PUD offer high quality architectural design.

   The single-family detached houses are traditional in form as recommended by the Comprehensive Plan, however the buildings are uniform in terms of mass and orientation on the lot. Garages are set back from the façade and porches are provided on some elevations. The elevations have varied architectural style treatments.

   The townhome buildings are more suburban in form than recommended by the Comprehensive Plan, with garage entrances on the front elevations. The architectural elevations for the townhomes include more articulation, detailing, and variation in building materials and textures than is required by the Design Standards of the Zoning Ordinance. The PUD proposes elevations with masonry materials that do not continue around the entire building, which deviates from the Design Standard of continuous materials on all elevations. The PUD proposes two townhome buildings containing six units attached in a row, which exceeds the Design Standard maximum of five units attached in a row.

5. The PUD provides for energy efficient building and site design.

   Energy efficient features of the building and site design have not been identified.

6. The PUD provides for the use of innovative stormwater management techniques.

   The PUD Preliminary Plans include a stormwater management system in compliance with City Code requirements. The property is not currently served by a stormwater management system. The detention basins will be naturalized, which can improve water quality.

7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.

   No accessible dwelling units have been proposed as part of the PUD.

8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.

   The PUD deviates from the requirements of the City's Zoning Ordinance with respect to providing affordable dwelling units. The PUD does not include any affordable dwelling units and no fee-in-lieu of constructing the units is proposed. The developer will follow the recommendation of the City's Housing Commission to actively seek grant funding assistance that can reduce the cost of the residential units to a level that is closer to a level considered "affordable" by the City's Zoning Ordinance.

9. The PUD preserves historic buildings, sites or neighborhoods.

   The proposed PUD is not within a Historic District, but is located approximately two blocks from the Central Historic District. The property is a former industrial facility that is located within an older neighborhood which contains two designated Landmark buildings located approximately two blocks south of the subject property. The buildings and other site improvements on the subject property have not been identified as having any unique historic value and have been substantially demolished.

3. The proposed PUD conforms with the standards applicable to Special Uses (section 17.04.330.C.2):

   From the Charles Zoning Ordinance, Section 17.04.430.C.2:
   No Special Use or amendment to Special Use shall be recommended by the Plan Commission unless it finds that the proposed Special Use or amendment to Special Use will conform with each

of these standards. The Plan Commission shall submit its written findings together with its recommendations to the City Council after the conclusion of the Public Hearing, and also may recommend such conditions as it may deem necessary to ensure conformance with these standards.

On the basis of the evidence presented at the public hearing, the Plan Commission shall record its reasons for recommending approval or denial of the petition (findings of fact) in accordance with the following standards:

A. Public Convenience: The Special Use will serve the public convenience at the proposed location.

The location is desirable for residential development due to its proximity to downtown. The Comprehensive Plan recommends more residential housing in close proximity to downtown to enhance the Downtown's viability.

B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.

The following studies have been completed to determine infrastructure improvements necessary to support the development:

- **Traffic Impact Study prepared by KLOA dated September 27, 2011, indicates that adequate access roads will be provided.**
- **Water Supply Modeling Study prepared by Trotter and Associates dated December 27, 2010 indicates that adequate water supply will be provided.**
- **Sanitary Sewer Evaluation prepared by Wills Burke Kelsey Associates dated December 17, 2010 indicates that adequate sanitary sewer utilities will be provided.**

PUD Preliminary Engineering Plans have been reviewed by City staff for compliance with City Codes and Ordinances, including the Kane County Stormwater Ordinance. Based on these reviews, adequate on-site utilities, access roads, drainage, and related facilities have been provided on the plan documents,.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

Evaluations and studies were conducted to identify potential impacts of the proposed development. The studies, which were entered into the record at the public hearing, identified any necessary improvements or measures to be taken to mitigate those impacts, and concluded with these improvements or measures, there would be no negative effect on nearby property.

With respect to traffic, there was significant testimony regarding existing delays encountered for vehicles exiting the neighborhood on to IL Route 64 and IL Route 31. The proposed development is expected to increase these delays. The traffic study for the project concluded that all intersections analyzed would operate at an overall acceptable level of service in 2015 when the project is fully constructed. However, the study also identified that the level of service for individual traffic movements out of the neighborhood and on to IL Route 64 and 31 would be degraded to an unacceptable level for certain locations. The developer will provide a contribution for off-site traffic

improvements in the amount of $200,000 to be used for improvements to these intersections, as determined by the City.

Residential land uses surrounding the subject property are compatible and complementary to the land uses proposed for the PUD. The PUD will not diminish or impair residential property values in comparison to the existing property value and condition of the site.

Existing industrial land uses surrounding the subject property are not compatible with the proposed land uses for the PUD. The isolated industrial properties surrounding the site are already located in close proximity to other residential uses. The industrial properties located immediately to the west and south have existing legal non-conforming building setbacks from the development site. The Zoning Ordinance requires that where two incompatible uses adjoin along a property line, buffering and screening are the responsibility of the more intensive use (the industrial property). Any future development of the industrial sites under the existing zoning will require additional buffering and screening.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Evaluations and studies were conducted to identify potential impacts of the proposed development. The studies, which were entered into the record at the public hearing, identified any necessary improvements or measures to be taken to mitigate those impacts, and concluded with these improvements or measures, there would be no negative effect on surrounding property.

Residential land uses surrounding the subject property are compatible and complementary to the land uses proposed for the PUD, as discussed in Item C. above.

Industrial land uses surrounding the subject property are not compatible with the proposed land uses for the PUD, as discussed in Item C. above.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

Evaluations and studies were conducted to identify potential impacts of the proposed development. The studies, which were entered into the record at the public hearing, identified any necessary improvements or measures to be taken to mitigate those impacts, and concluded with these improvements or measures, there would be no negative effect on surrounding property.

For the reasons stated under Item C. above, further traffic analysis is recommended.

F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The PUD complies will all City Codes, with the exception of any Zoning Ordinance deviations requested through the Planned Unit Development. The City will not authorize the construction of residential dwelling units on the property until the Illinois Environmental Protection Agency issues No Further Remediation letter(s) indicating that the site has been appropriately cleaned of environmental contaminants.

4. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.

The City has adopted policy through the Comprehensive Plan to support development of the subject property with residential uses within a specified density range. The proposed development meets this objective and is within the recommended density range.

5. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

The subject property is classified in the Comprehensive Plan, Future Land Use Map #14 as "Medium Residential." The PUD Preliminary Plans conform to the Future Land Use Designation.

The Comprehensive Plan includes the following Goals and Objectives to be used when evaluating development proposals in this location:

Provide for future redevelopment while preserving the character of the surrounding neighborhood

- *Maintain the existing typology of the surrounding residential neighborhood through the interconnection of streets and similar types of housing styles.*
- *Residential housing in close proximity to Downtown St. Charles is encouraged, to provide residents the opportunity to enjoy downtown amenities and to enhance Downtown's viability.*
- *Provide buffers or transition areas between different uses such as industrial and residential.*
- *Locate any areas of redevelopment that have a higher density away from existing lower density development, and provide appropriate transitions between dissimilar uses.*
- *Avoid land use and street patterns that result in heavy trucks using residential streets to access industrial or retail businesses.*

The development provides interconnected streets. The architectural style treatments are similar to those in the neighborhood; however the building forms are dissimilar to those found in the neighborhood. The development is more regular and uniform than the existing neighborhood.

Higher density townhomes have been located adjacent to the neighboring industrial uses.

Only limited buffers and transition areas have been provided adjacent to the isolated industrial uses on 9th and 12th Streets. The Comprehensive Plan recommends a long term future land use of "Medium Residential" for these properties.

Provide Public open space to serve the neighborhood needs

- *Look for opportunities to address changes to State Street Creek where possible.*
- *Provide for adequate park space to serve local needs.*

No changes are proposed to State Street Creek. Stormwater basins will be constructed north of the creek. Most trees will be preserved on the south side of the creek.

The subject property represents the most significant development site within the neighborhood, and therefore is the only opportunity for a significant park land donation. The St. Charles Park District has acquired the 2.76 acre site located at 229 N. 9th Street, to be called "Belgium Town Park". The Park District will accept a small parcel on 9th Street as a land donation to improve access to the Belgium Town Park site. The rest of the requirement will be met as a cash donation to the Park District that can be used to improve the park.

The City's Subdivision Ordinance requires a land or cash donation based on the expected population of the subdivision (Population of 307, with a requirement at 10 acres per 1,000 population, equals a donation size of 3.07 acres). The park site acquired by the Park District is less than the recommended preferred size for the proposed development. A private park for the residents of the PUD is proposed on the north side of Mark Street between 5th and 6th Streets.

Provide a range of housing that is available, accessible and affordable

- *Maintain the quality of the existing housing stock.*
- *Look for opportunities to add Senior housing to the area.*
- *Require high quality construction for new development.*
- *Promote subdivision design that creates desirable and cost efficient residential neighborhoods.*

The PUD provides two distinct housing types- single-family detached houses and townhome units. No units are specifically designed to be accessible. No units are considered "affordable" by the City's Zoning Ordinance. No units have been designed specifically for senior housing.

In terms of construction and design quality, the proposed townhomes comply with the City's Design Standards, with deviations requested to allow the use of masonry materials on front and side elevations only.

The overall subdivision layout is desirable, but it is unknown how cost efficient the development plan is without comparison to an alternate plan.

EXHIBIT "E"

PUD PRELIMINARY PLANS

56', 58' x 110' SF Lots

No Parking Sign
Pedestrian Access
Utility Access
Pedestrian Access
Dedicated ROW
Park
MARK STREET
MARK STREET
Vacated ROW
Dedicated ROW
GRIND & OVERLAY
Industrial
12TH STREET
RYAN STREET
Detention
Detention
Detention
HOLM INDUSTRY SITE - 2.00 ACRES
FULL DEPTH PAVEMENT RECONSTRUCT
Lot 59
Future Park
Pedestrian Access to 12th Street
creek
2 Story Townhomes
DEAN STREET
9TH STREET
7TH STREET
5TH STREET
STATE STREET
CONNECT TO EXISTING 7TH STREET SIDEWALK
GRIND & OVERLAY
260 Garage Spaces

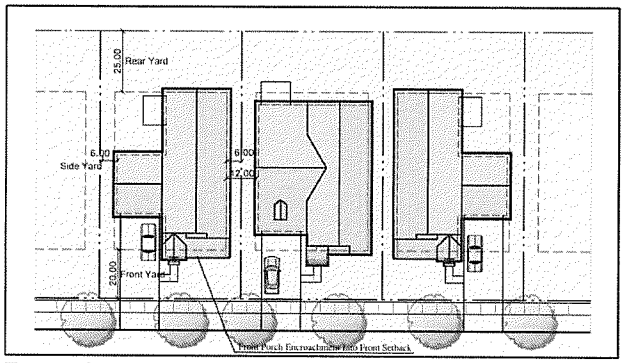
SITE INFORMATION

Residential Data
- 28 - Single Family Lots (56', 58' x 110')
- 102 - Townhomes
- 130 Total Units

28.70 acres -Gross Total
5.07 acres -Environmental Constraints
23.63 acres -Net Total
Project Density- 5.50 Du/Ac.

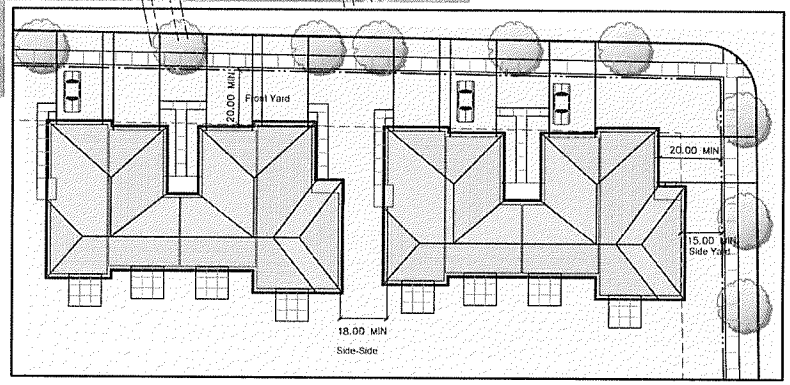
Townhome Lot Area-399,060 SF
Townhome Lot Area/Unit -3,912 SF

Total Parking
- 260 Off-Street Guest Spaces (2 Garages Spaces per Unit)
- 520 Total Spaces (4.00:1)



Typical Single Family Lot Layout

Scale: 1"=20'



Typical Townhome Layout

Scale: 1"=20'

North

Scale: 1" = 80'

0 40 80 160 320

Concept Site Plan

The Lexington Club
St. Charles, Illinois

Date: April 18, 2012

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BSB DESIGN

Lexington Homes
1731 North Marcey Suite 200
Chicago, IL 60614
312-280-0980

ARC	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	23.30'	30.00'	22.81'	S2°40'23"W
C2	47.95'	33.00'	30.73'	S81°16'44"E
C3	70.30'	215.00'	70.00'	S43°18'32"W
C4	85.02'	214.00'	84.45'	N47°00'34"E
C5	50.47'	172.00'	50.29'	N48°36'35"E

LOT TIE TABLE		
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 62	DISTANCE TO LOT CORNER AT RIGHT ANGLES
1	77.72'	231.79'
2	23.06'	78.03'
3	59.87'	20.98'
4	215.71'	20.98'
5	271.14'	20.98'
6	5.00 25'	20.98'
7	309.31'	20.98'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 63	DISTANCE TO LOT CORNER AT RIGHT ANGLES
8	218.06'	10.00'
9	141.03'	10.00'
10	13.16'	10.00'
11	286.92'	129.00'
12	136.48'	139.11'
13	7.00'	148.13'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 64	DISTANCE TO LOT CORNER AT RIGHT ANGLES
14	18.70'	10.00'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 64	DISTANCE TO LOT CORNER AT RIGHT ANGLES
15	10.90'	109.09'
16	146.53'	109.19'
17	14.31'	10.99'
18	144.74'	10.99'
19	298.66'	20.04'
TIE NUMBER	DISTANCE ALONG WEST LINE FROM SW CORNER OF LOT 66	DISTANCE TO LOT CORNER AT RIGHT ANGLES
20	82.74'	14.74'
21	78.66'	148.29'
22	23.94'	369.00'
23	40.04'	482.98'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 63	DISTANCE TO LOT CORNER AT RIGHT ANGLES

TYPICAL SINGLE FAMILY SETBACK
LOTS 1-16

TYPICAL SINGLE FAMILY SETBACK
LOTS 7-28

PROPOSED SETBACK TABLE

SINGLE FAMILY ATTACHED	
MINIMUM LOT AREA	3600 SF/DU
MINIMUM LOT WIDTH	20'
MAXIMUM BUILDING COVERAGE	35%
MAXIMUM BUILDING HEIGHT	35'
MINIMUM FRONT YARD	15' FOR CARS 10' TOWNHOMES
INTERIOR SIDE YARD	5' TOWNHOME UNIT B
EXTERIOR SIDE YARD	18' TOWNHOME, TU TERRITORIAL
MINIMUM REAR YARD	15'
OVERALL LANDSCAPE AREA	25 / 5' TO ALLEY
LANDSCAPE BUFFER YARDS	30%
	8'
SINGLE FAMILY	
MINIMUM LOT AREA	5000 SF
MINIMUM LOT WIDTH	50'
MAXIMUM BUILDING COVERAGE	35%
MAXIMUM BUILDING HEIGHT	35'
MINIMUM FRONT YARD	20' (15' WITH PORCH ENCROACHMENT)
INTERIOR SIDE YARD	5'
EXTERIOR SIDE YARD	20' TYPICAL 15' FOR LOT 17
MINIMUM REAR YARD	25'
OVERALL LANDSCAPE AREA	30%
LANDSCAPE BUFFER YARDS	8'

ACCESS EASEMENT PROVISIONS
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS IS HEREBY RESERVED FOR AND GRANTED TO THE FIRE DISTRICT OVER THE AREA DESIGNATED AS ACCESS EASEMENT PROVIDED IN THE ACCESS EASEMENT IS PROVIDED.

NORTH
1" = 30'

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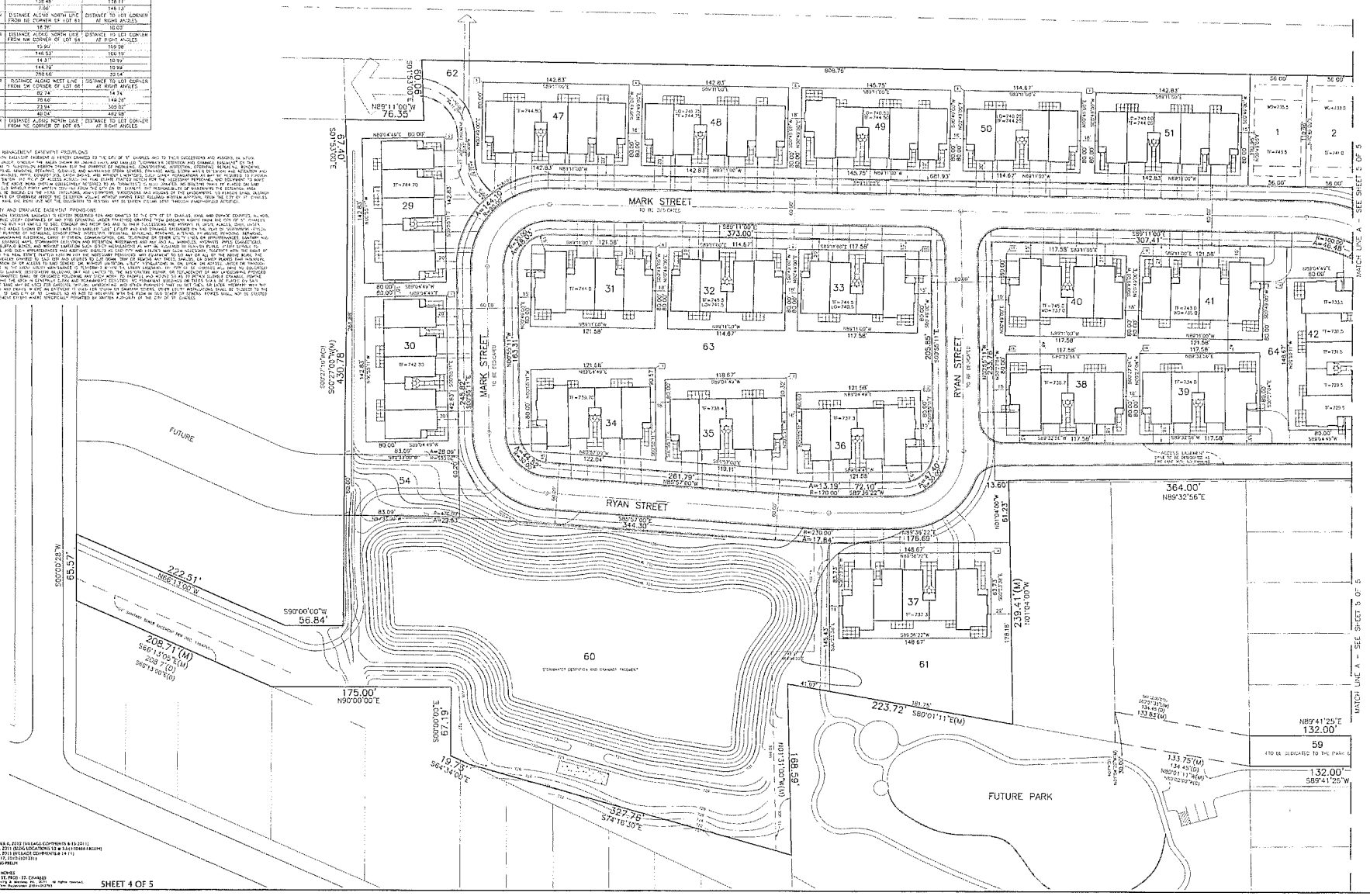
PRELIMINARY PLAN
LEXINGTON CLUB

LEXINGTON CLUB, BEING A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8E EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

A BLANKET EASEMENT (FOR PUBLIC UTILITIES, VILLAGE UTILITIES AND DRAINAGE) OVER LOTS 59, 61 THROUGH 68 WILL BE GRANTED ON THE FINAL PLAT OF SUBDIVISION.

LOT 54 WILL BECOME PUBLIC RIGHT OF WAY IN THE FUTURE WHEN/IF FUTURE ROAD CONNECTION FROM 12TH STREET IS CONSTRUCTED.

PERMANENT UTILITY EASEMENTS WILL BE GRANTED OVER VACATED RYAN ROAD ON THE FINAL PLAT OF SUBDIVISION.



STORMWATER MANAGEMENT EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, OVER, UNDER AND THROUGH THE AREAS DESIGNATED AS "STORMWATER DETENTION AND DRAINAGE EASEMENT" ON THE FINAL PLAT OF SUBDIVISION, HEREINAFTER REFERRED TO AS THE "FINAL PLAT" OF THE LEXINGTON CLUB SUBDIVISION, HEREINAFTER REFERRED TO AS THE "SUBDIVISION", TO INSTALL, OPERATE AND MAINTAIN STORM SEWERS, DRAINAGE AREAS, STORM WATER DETENTION AND RETENTION AREAS AND AND ALL APPURTENANCES THERETO, INCLUDING, BUT NOT LIMITED TO, CATCH BASINS AND INTAKES, MANHOLES, SUCH OTHER FACILITIES AS MAY BE REQUIRED TO CONVEY STORMWATER DETENTION AND RIGHT OF ACCESS ACROSS THE FINAL PLAT AS STATED HEREIN FOR THE INGRESS AND EGRESS TO MAKE REPAIRS, MAINTENANCE, REPLACEMENT, RECONSTRUCTION AND REMOVAL OF SAID FACILITIES, PROVIDED, HOWEVER, THAT THE OWNERS OF LOTS OR PARCELS OF REAL ESTATE SUBJECT TO SAID EASEMENTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SUCH EASEMENTS, AND THE CITY SHALL HAVE NO RIGHT OR OBLIGATION TO MAINTAIN SAID EASEMENTS, PROVIDED, HOWEVER, THAT THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN, AND TO CHARGE THE COST THEREOF TO THE OWNERS OF LOTS OR PARCELS OF REAL ESTATE SUBJECT TO SAID EASEMENTS, IN THE EVENT THE OWNERS FAIL TO MAINTAIN SAID EASEMENTS IN GOOD CONDITION, AND PROVIDED, HOWEVER, THAT THE CITY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENTS AND TO REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS OR OBSTRUCTIONS WHICH, IN THE JUDGMENT OF THE CITY, MAY INTERFERE WITH THE EXERCISE OF THE RIGHTS GRANTED HEREIN.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AND TO ALL PUBLIC UTILITY COMPANIES OF ANY TYPE OPERATING UNDER FRANCHISE GRANTED FROM EARLIEST RIGHTS FROM THE CITY OF ST. CHARLES, ILLINOIS, INCLUDING BUT NOT LIMITED TO SBC, COMCAST AND NICOR GAS AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ALONG, OVER, UNDER AND THROUGH THE AREAS SHOWN ON THE PLAT HEREIN AND AS SUBSEQUENT PLAT EXHIBITS AND DRAWINGS DESIGNED ON THE PLAT OF SUBDIVISION HEREIN (SHALL FOR THE PURPOSE OF REFERENCE, EXHIBIT STRIPS, INCLUDING, BUT NOT LIMITED TO, INSTALLING, REMOVING, REPAIRING, MAINTAINING, OPERATING AND REPLACING WATER MAINS, STEAM, ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION, FIBER OPTIC, STORM SEWER, SANITARY SEWER, STORMWATER DETENTION AND RETENTION, WETLANDS AND ALL SUCH OTHER FACILITIES AS MAY BE REQUIRED TO PROVIDE ENTIRE BUILDING, BUILDING BLOCK, AND INDIVIDUAL LIMITATION SUCH ENTITY INSTALLATIONS AS MAY BE REQUIRED TO PROVIDE PUBLIC UTILITY SERVICE TO ADJACENT AREAS AND SUCH APPURTENANCES AND MAINTAINS SUBJECT AND SAID CITY AND UTILITIES MAY GRANT NECESSARY, TOGETHER WITH THE RIGHT OF ADDED ACCESS TO THE ENTIRE PARCEL HEREIN BY OVER THE INDEFINITE PERIODICS, ANY COMPANY TO DO MAY OR ALL OF THE ABOVE WORK THE RIGHT TO REMOVE ALL TREES, SHRUBS, OR OTHER PLANTS OR OBSTRUCTIONS WHICH, IN THE JUDGMENT OF THE CITY, MAY INTERFERE WITH THE EXERCISE OF THE RIGHTS GRANTED HEREIN. THE RIGHT OF ACCESS TO AND GENERAL USE WITHIN DETENTION, WETLAND, OR OTHER OPEN AREAS WITHIN THE SUBDIVISION SHALL BE RESTRICTED TO THE NON-UTILITY MAINTENANCE OF STORMWATER WITHIN THE UTILITY EASEMENT. THE PORTION OF UNITED WILL BEING NOT EXCLUDED NOR RESTRICTED TO EXCLUDE RESTRICTIVE REASONS, BUT NOT LIMITED TO, THE NATURAL FLOW OF ANY UNDERGROUND PROVIDER NORMALLY THE CHARGES SHALL BE DEDICATED FOLLOWING ANY STORM WHICH THE PARCELS AND ROADS SO AS TO ENTER SUBJECT EXCLUDED PROVIDE ANY PROVISIONS OF THE CITY OF ST. CHARLES, ILLINOIS, ANY PROVISIONS OF THE FINAL PLAT OF SUBDIVISION, ANY EASEMENTS, BUT SHALL NOT BE LIMITED FOR CARRYING TRAFFIC, MAINTENANCE AND OTHER PURPOSES THAT DO NOT CAUSE DAMAGE WITH THE AGREEMENT UNDER AND PROVIDE, HOWEVER, THAT AN EASEMENT IS GRANTED FOR STORM SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF THE CHARGES, SO AS NOT TO INTERFERE WITH THE FLOW OF SUCH STORM SEWERS. POWER SHALL NOT BE CREATED UPON SAID EASEMENT EXCEPT WHERE SPECIFICALLY PERMITTED BY WRITTEN AUTHORITY OF THE CITY OF ST. CHARLES.

REVISED: SEPTEMBER 6, 2012 (VILLAGE COMMENTS 8-13-2012)
REVISED: JULY 25, 2011 (VILLAGE LOCATIONS 12 & 3-11 (FIRE & ENGINE))
REVISED: JULY 21, 2011 (VILLAGE COMMENTS 8-14-11)
DATE: DECEMBER 17, 2010 (12/17/2010)
ORDER NO.: 120965-PRELIM
PROJ. NO.: 120965
FIELD: 10-12-2010 (N/A)
PROJ. MANAGER: RTB ST. PROJ. - ST. CHARLES
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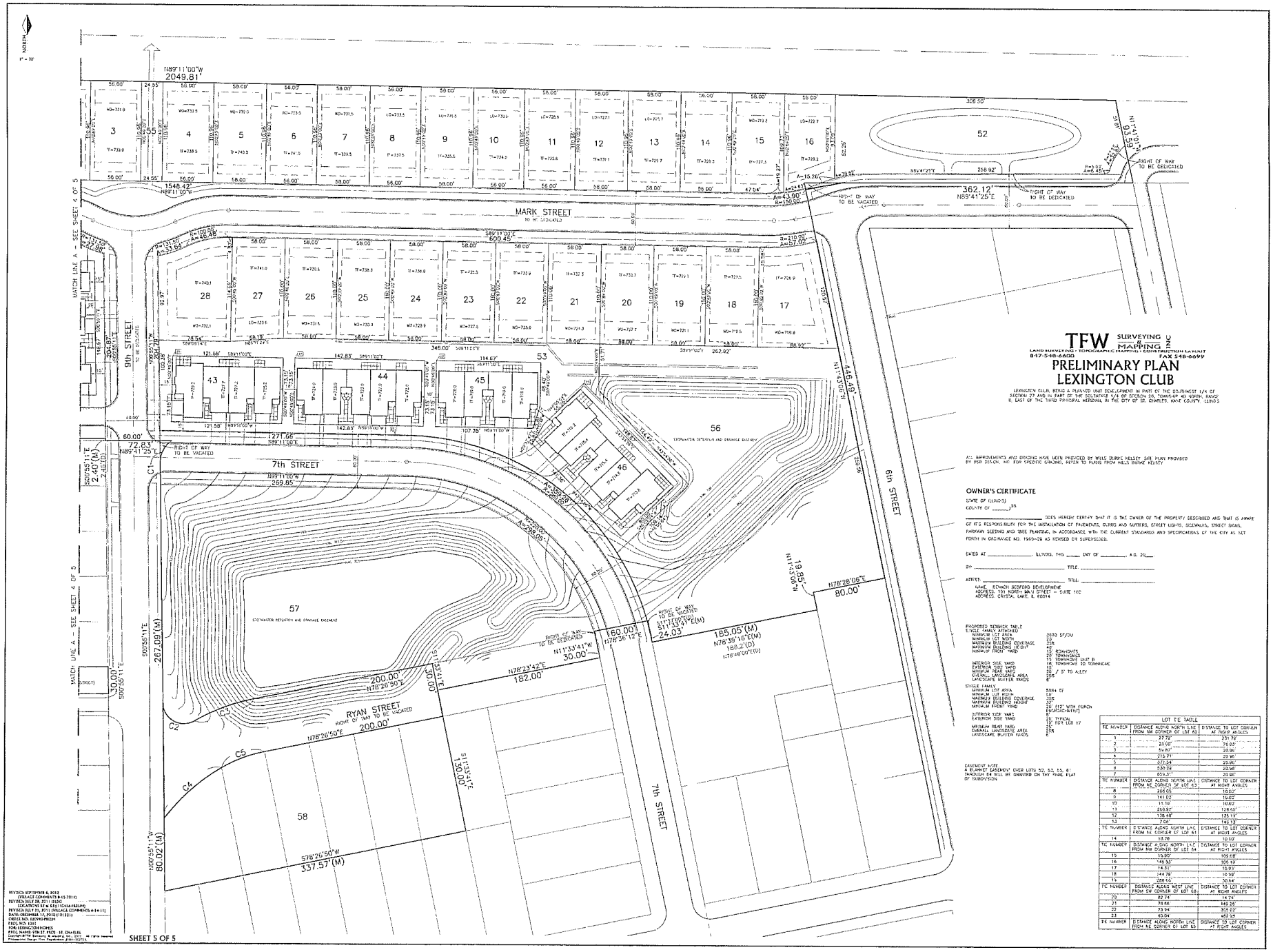
Professional Design Firm Registration #184-002793

SHEET 4 OF 5



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PRELIMINARY PLAN
LEXINGTON CLUB

LEXINGTON CLUB, BEING A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

ALL IMPROVEMENTS AND GRADING HAVE BEEN PROVIDED BY WILLIS BURKE KELSEY. SITE PLAN PROVIDED BY DSD DESIGN, INC. FOR SPECIFIC GRADING, REFER TO PLANS FROM WILLIS BURKE KELSEY

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

_____ DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT IS AWARE OF ITS RESPONSIBILITY FOR THE INSTALLATION OF PAVEMENTS, CURBS AND GUTTERS, STREET LIGHTS, SIDEWALKS, STREET SIGNS, PARKWAY SODDING AND TREE PLANTING, IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY AS SET FORTH IN ORDINANCE NO. 1960-28 AS REVISED OR SUPERSEDED.

DATED AT _____ ILLINOIS, THIS _____ DAY OF _____, A.D. 20__

BY: _____ TITLE: _____

ATTEST: _____ TITLE: _____

NAME: BENACH BEDFORD DEVELOPMENT
ADDRESS: 100 NORTH MAIN STREET - SUITE 100
ADDRESS: CRYSTAL LAKE, IL 60014

PROPOSED SETBACK TABLE

SINGLE FAMILY ATTACHED	
MINIMUM LOT AREA	2600 SF/DU
MINIMUM LOT WIDTH	32
MAXIMUM BUILDING COVERAGE	35%
MAXIMUM BUILDING HEIGHT	42
MINIMUM FRONT YARD	15 BOWHOMES 15 TOWNHOMES
INTERIOR SIDE YARD	25 TOWNHOME UNIT B
EXTERIOR SIDE YARD	15 TOWNHOME TO TOWNHOME
MINIMUM REAR YARD	15
OVERALL LANDSCAPE AREA	20 / 5' TO ALLEY
LANDSCAPE BUFFER YARDS	20%
	6'
SINGLE FAMILY	
MINIMUM LOT AREA	5884 SF
MINIMUM LOT WIDTH	58
MAXIMUM BUILDING COVERAGE	35%
MAXIMUM BUILDING HEIGHT	42
MINIMUM FRONT YARD	20' (12' WITH PORCH ENCROACHMENT)
INTERIOR SIDE YARD	6
EXTERIOR SIDE YARD	20 TYPICAL 15 FOR LOT 17
MINIMUM REAR YARD	20
OVERALL LANDSCAPE AREA	20%
LANDSCAPE BUFFER YARDS	6'

EASEMENT NOTE
A BLANKET EASEMENT OVER LOTS 52, 53, 55, 61, THROUGH 64 WILL BE GRANTED ON THE FINAL PLAT OF SUBDIVISION

LOT TIE TABLE

TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 52	DISTANCE TO LOT CORNER AT RIGHT ANGLES
1	27.72'	231.79'
2	23.00'	79.03'
3	54.87'	20.96'
4	215.71'	20.96'
5	327.54'	20.96'
6	530.29'	20.96'
7	650.41'	20.96'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 53	DISTANCE TO LOT CORNER AT RIGHT ANGLES
8	268.05	10.00'
9	141.03'	10.00'
10	11.18	10.00'
11	268.97'	128.50'
12	136.48'	128.11'
13	7.00'	140.13'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 61	DISTANCE TO LOT CORNER AT RIGHT ANGLES
14	18.78	10.00'
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 64	DISTANCE TO LOT CORNER AT RIGHT ANGLES
15	10.90'	109.08'
16	146.53'	106.19'
17	14.31'	10.99'
18	144.79'	10.99'
19	266.62'	30.64'
TIE NUMBER	DISTANCE ALONG WEST LINE FROM SW CORNER OF LOT 68	DISTANCE TO LOT CORNER AT RIGHT ANGLES
20	87.74'	14.74'
21	78.66	149.28'
22	73.94	305.03'
23	40.04	482.95
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 65	DISTANCE TO LOT CORNER AT RIGHT ANGLES

REVISION SEPTEMBER 6, 2012
(VILLAGE COMMENTS 8-15-2011)
REVISED JULY 18, 2011 (ELDC)
REVISED JUNE 20, 2011 (ELDC/PZC)
REVISED JULY 21, 2011 (VILLAGE COMMENTS 6-8-11)
DATE: DECEMBER 17, 2010 (TO 2011)
CHECKED BY: GEORGE/PRICE
PROJ. NO. 1303
FOR: LEXINGTON HOMES
PROJ. NAME: 9TH ST. PROJ. - ST. CHARLES
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Professional Design Firm Registration #184-001792

PRELIMINARY ENGINEERING PLANS
for
LEXINGTON CLUB

ST. CHARLES, ILLINOIS
PROJECT NO: 06-941D

SURVEYOR

TFW SURVEYING & MAPPING, INC.
888 E. BELVIDERE RD., SUITE 413
GRAYSLAKE, IL 60030
(847) 548-6600

PLANNER

BSB DESIGN
3436 N. KENNICOTT, SUITE 100
ARLINGTON HEIGHTS, IL 60004
(847) 705-2200

DEVELOPER

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:

COUNTY: KANE
CITY, TOWNSHIP: ST. CHARLES, ST. CHARLES
SEC & 1/4 SEC NO: 27 & 28

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

AREA = 27.8 ACRES

BENCHMARK

ELEVATION:

DESCRIPTION: SEE SHEET GR1 FOR BENCHMARK INFORMATION

EXISTING ZONING: INDUSTRIAL
TOWNSHIP: 40N RANGE: 8E SECTION: 28

NOTE:

WILLS BURKE KELSEY ASSOCIATES, LTD. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

ENGINEER: JOHN W. WITTE, P.E. DATE: SEAL:
ILLINOIS REGISTRATION NO.: 062-058599
EXPIRATION DATE: 11/30/2011

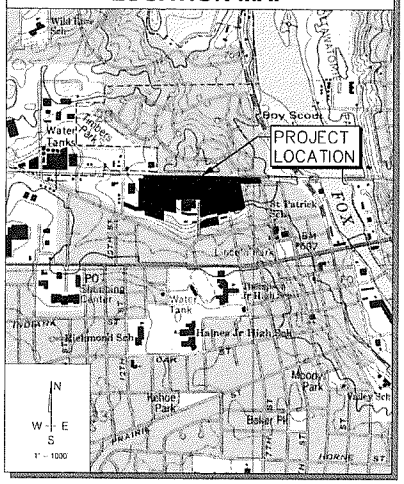
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER.

PROFESSIONAL DESIGN FIRM NO: 184-002697
EXPIRATION DATE: 4/30/2011

INDEX

SHEET #	SHEET ID	SHEET DESCRIPTION
1	C1	COVER SHEET
2	ET1	EXISTING CONDITIONS AND DEMOLITION PLAN
3	GR1	GRADING PLAN
4	UT1	UTILITY PLAN
5-6	PP1-PP2	PLAN & PROFILES
7-10	TP1-TP4	TREE PRESERVATION PLAN

LOCATION MAP



LEGEND

EXISTING	LINETYPES	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	WATER MAIN (W/ SIZE)	W 8"
	PIPE TRENCH BACKFILL	
	GAS MAIN	G G
	TELEPHONE LINES	T T
	ELECTRIC LINE	E E
	FENCE	
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
680	CONTOUR	680

STRUCTURES	
SANITARY MANHOLE	
STORM MANHOLE	
CATCH BASIN	
INLET	
SUMP STRUCTURE	
FIRE HYDRANT	
PRESSURE CONNECTION	
PIPE REDUCER	
VALVE & VAULT, VALVE	
FLARED END SECTION	
STREET LIGHT	
UTILITY POLE	
CONTROL POINT	
SIGN	
SPOT ELEVATION	XXX.XX
OVERLAND FLOW ROUTE	
DRAINAGE SLOPE	
GUARDRAIL	
TREE, EVERGREEN, SHRUB & PROPOSED TREE TO REMOVE	

REVISIONS

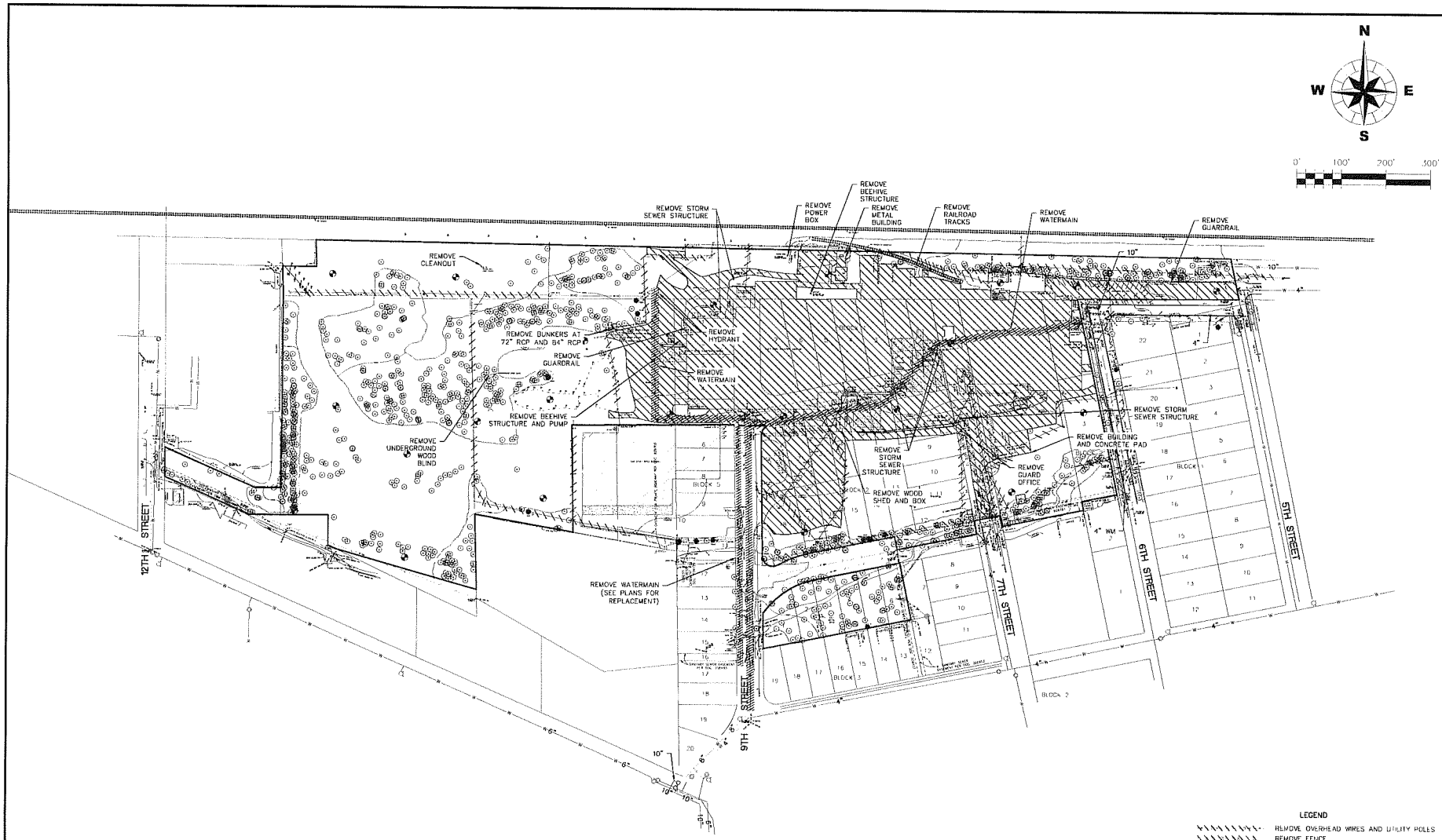
ORIGINAL PLAN DATE: 12/17/2010

#	SHEET #	REMARKS	DATE
1	3-6	REVISIONS PER CITY OF ST CHARLES COMMENTS	02/25/2011
2	3-6	REVISIONS PER CITY OF ST CHARLES JUNE 14, 2011 LETTER	07/20/2011
3	1,3-5 9	UPDATED LAND PLAN - REMOVED ROW HOMES	04/20/2012
4	2-4	UPDATED PER CITY OF ST. CHARLES MEMORANDUM DATED 8/15/12	09/25/2012
5	3,4,6	PER CITY REVIEW MEETING 10/09/12	10/09/2012

LEXINGTON CLUB

WBK
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201, St. Charles, Illinois 60174 (630) 443-7755

FILENAME: 06-941D COV.DWG
JOB NO. 06-941D
SHEET C1 1 OF 10



LEGEND

- REMOVE OVERHEAD WIRES AND UTILITY POLES
- REMOVE FENCE
- REMOVE STORM SEWER
- REMOVE ASPHALT, BUILDING FOUNDATION, CONCRETE, GRAVEL

NOTES:

1. ALL ABANDONED SERVICES SHALL BE ABANDONED AT THE PUBLIC MAIN AND WITNESSED BY A CITY REPRESENTATIVE.

TITLE: **LEXINGTON CLUB**

EXISTING CONDITIONS AND DEMOLITION PLAN

DSGN.	VRD
DWN.	EAM
CHKD.	JCL
SCALE 1" = 100'	
06-941D-ET.DWG	

NO.	DATE	REVISIONS
4	12/20/12	REVISED PER 2ND SET OF CHARLES RAVONA COMMENTS DATED 9-5-12
3	11/29/11	PER CITY COMMENTS
2	11/09/11	PER CITY COMMENTS
1	10/28/11	NATURE OF REVISIONS

CLIENT: **LEXINGTON HOMES**
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

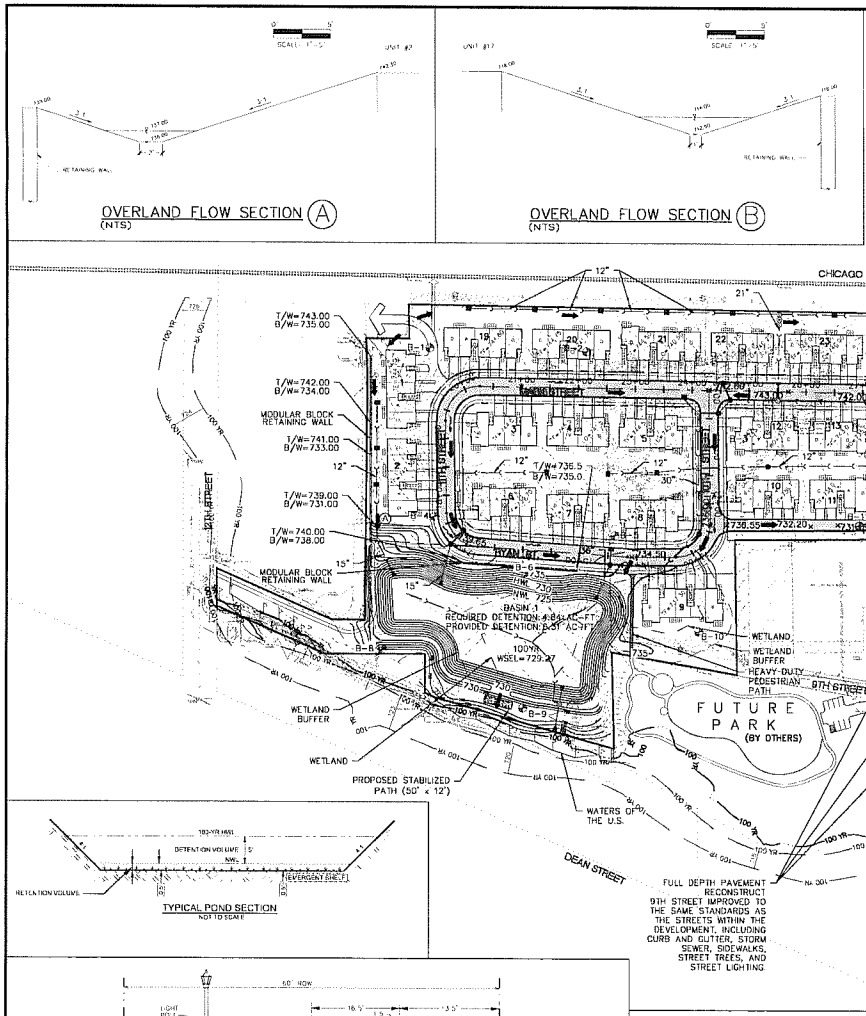
PROJECT NO. 06-941D

DATE : 12/17/2010

SHEET 2 OF 10

DRAWING NO.

ET1



NO	DATE	NATURE OF REVISION
6	10/09/12	PER CITY REVIEW MEETING 10/09/12
5	8/23/12	REVISED 2ND ST. PARKS/DRAINAGE STUDY
4	8/23/12	UPDATED LAND AREA OF NON-HOMES
3	7/20/11	PER CITY OF ST. CHARLES
2	4/18/11	PER CITY OF ST. CHARLES
1	4/18/11	PER CITY OF ST. CHARLES

DSGN VRD
DWN EAM
CHKD JCL
SCALE 1" = 100'
06-941D-GR.DWG

TITLE
LEXINGTON CLUB
GRADING PLAN

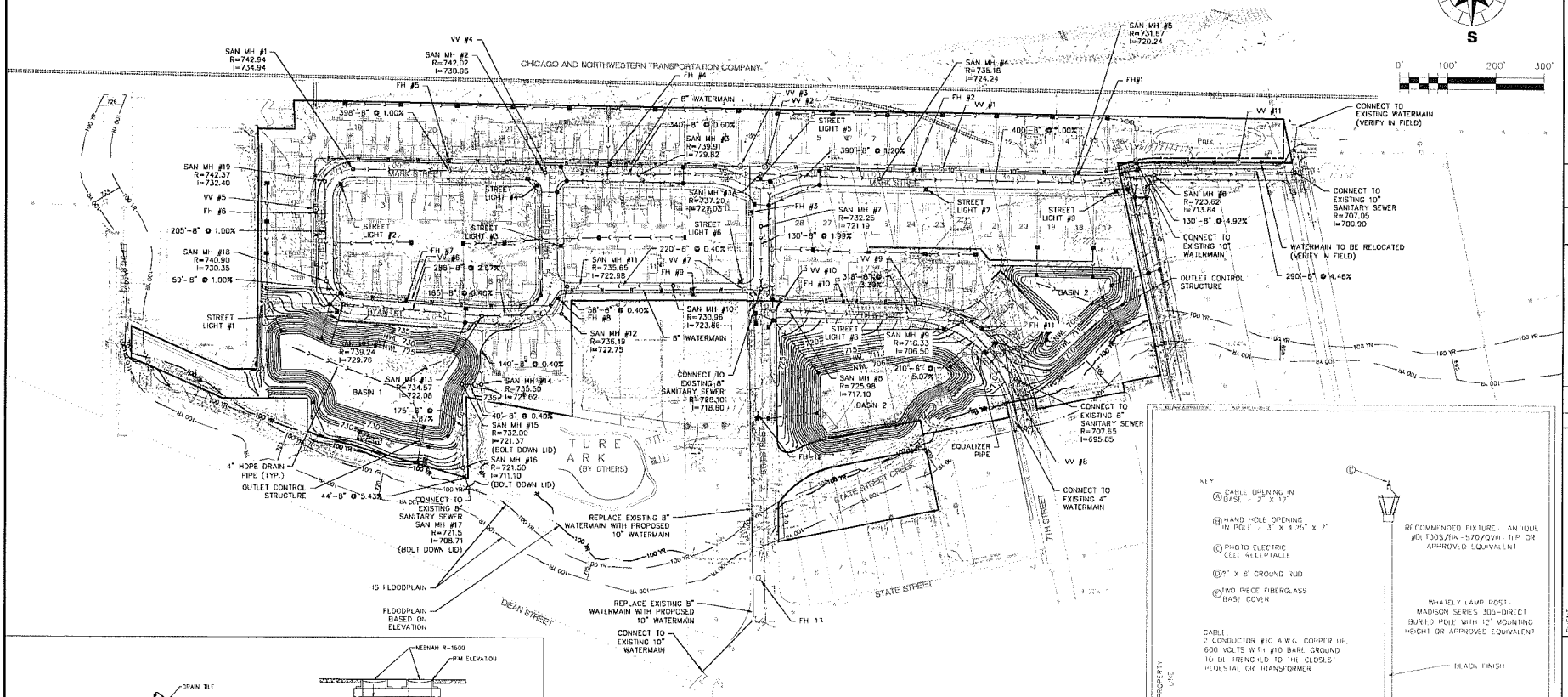
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

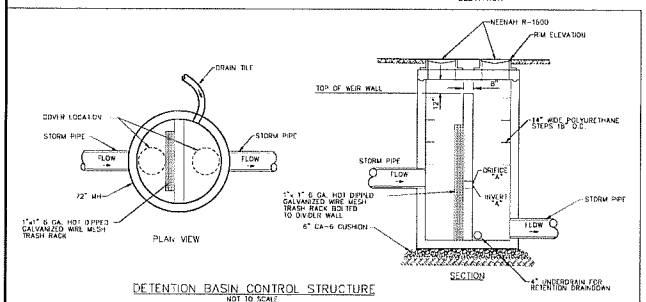
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 3 OF 10
DRAWING NO
GR1

NOTE:

* ALL SANITARY SEWER TO BE 8" PVC SDR26.

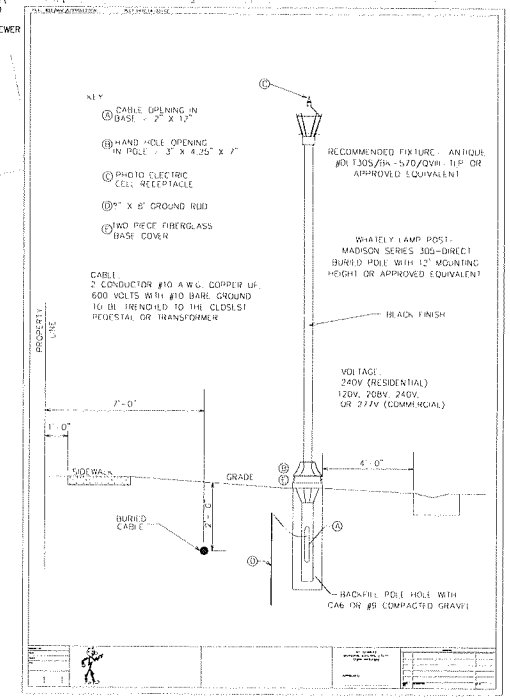




DETENTION BASIN CONTROL STRUCTURE
NOT TO SCALE

SUMMARY TABLE					
BASIN NUMBER	TOP OF WEIR WALL	INVERT "A"	ORIFICE "A" (DIA.)		
#1	730.00	725.00	4.44"		
#2	711.00	706.00	4.56"		

NOTES:
1. ALL SANITARY SEWER MANHOLES AS POINTS OF CONNECTION SHALL BE REPLACED
2. THE 10" WATERMAIN EXTENDED TO STATE AND DEAN STREETS WILL BE INSTALLED AND PAID FOR BY THE DEVELOPER, BUT THE CITY OF ST. CHARLES WILL REIMBURSE THE COST OF THE MAIN TO THE DEVELOPER FROM THE CITY'S GENERAL OBLIGATION FUNDS AND NOT TIF FUNDS.



NO.	DATE	NATURE OF REVISION
5	10/09/12	PER CITY REVIEW MEETING 10/09/12
4	9/25/12	REVISED PLAN PER ST. CHARLES REVIEWS (ETC.)
3	4/20/11	UPDATED LAND PLAN REMOVED NON-POWER
2	4/18/11	PER CITY REVIEW
1	4/18/11	PER CITY OF ST. CHARLES

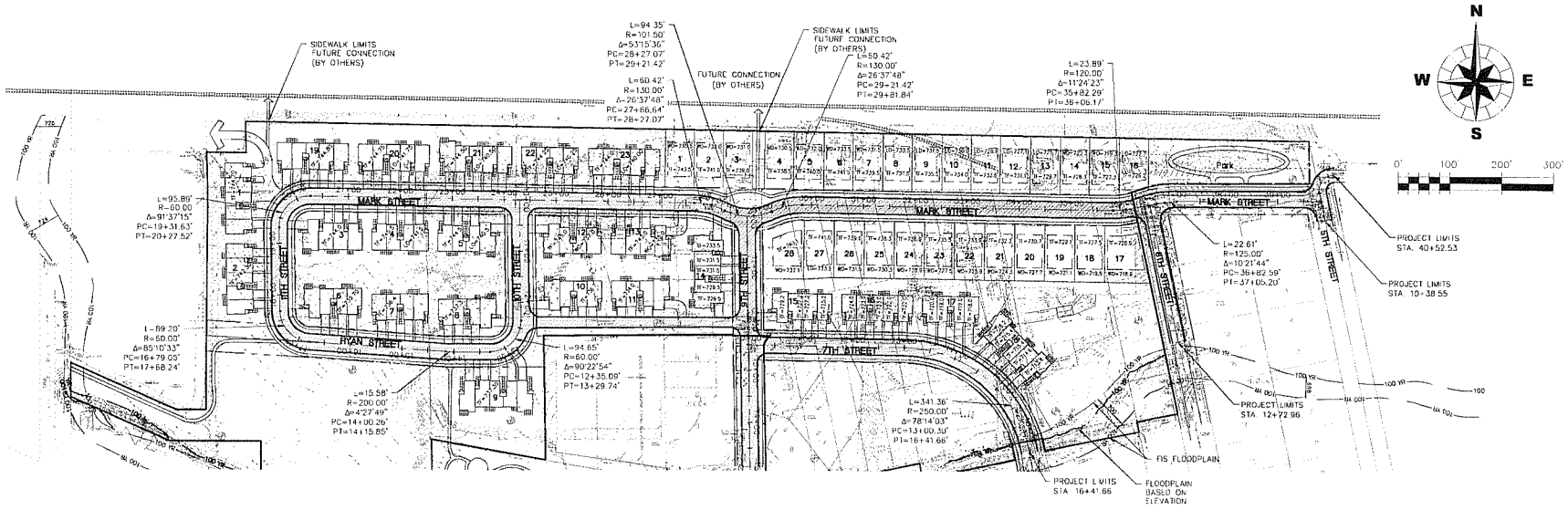
DSGN. VRD
DWN. EAM
CHKD. JCL
SCALE 1" = 100'
06-9410-UT.DWG

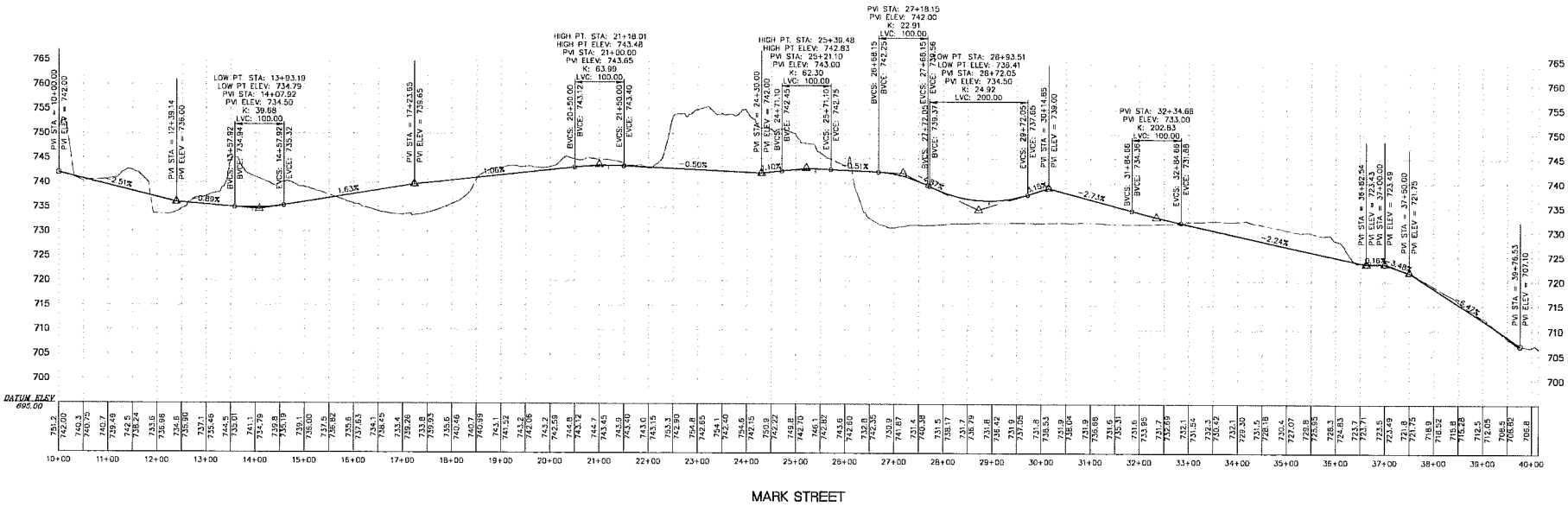
TITLE: LEXINGTON CLUB
UTILITY PLAN

CLIENT: LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-9410
DATE 12/17/2010
SHEET 4 OF 10
DRAWING NO. UT1





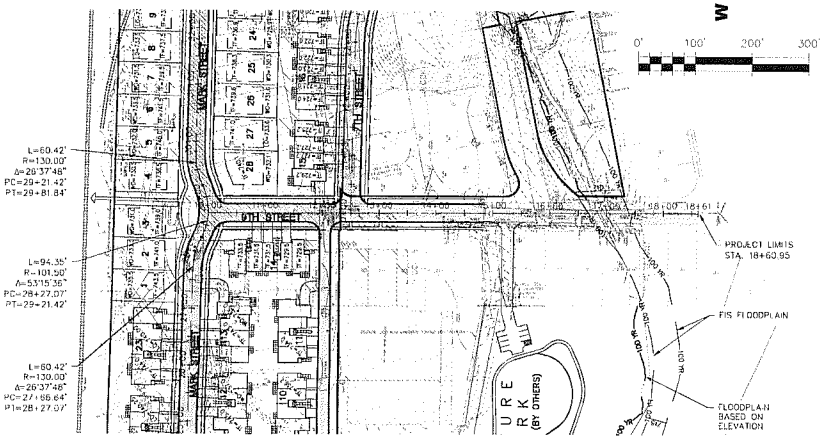
TITLE	LEXINGTON CLUB
	PLAN & PROFILES
DSGN	VRD
DWN	EAM
CHKD	JCL
SCALE	1" = 100' H 1" = 10' V
06-941D-PP.DWG	

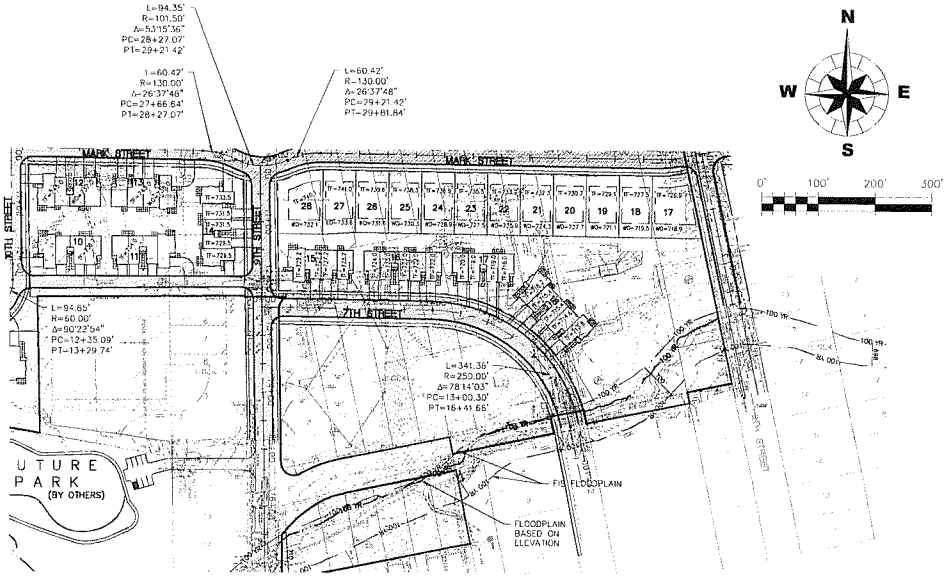
NO	DATE	NATURE OF REVISION
3	4/20/12	UPDATED LAND PLAN AND REVISED ROW PER WES
2	4/18/11	PER CITY OF ST. CHARLES
1	4/18/11	PER CITY OF ST. CHARLES

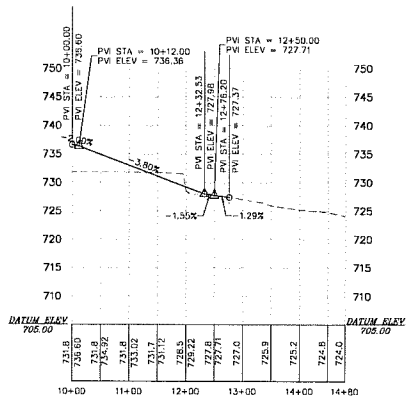
DEVELOPER
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WBK
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

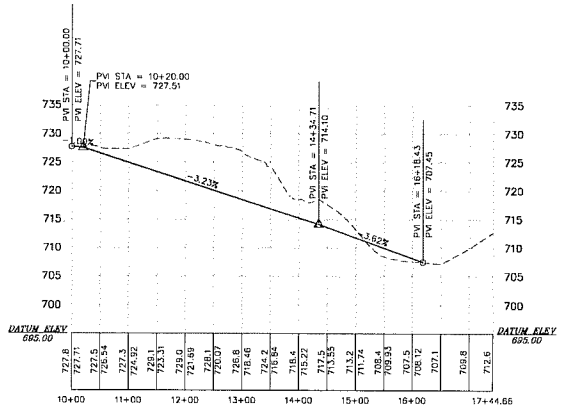
PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 5 OF 10
DRAWING NO.
PP1







9TH STREET



7TH STREET

NO.	DATE	REVISION	DSGN.	VRD
5	10/26/12	PER CITY REVIEW MEETING 10/26/12	DWN.	EAM
2	7/29/11	PER CITY COMMENTS	CHKD.	JCL
1	4/19/11	PER CITY OF ST CHARLES	SCALE	H = 1" = 10' V
		WITLINE OF KEVISION		06-941D-PP.DWG

TITLE: LEXINGTON CLUB

PLAN & PROFILES

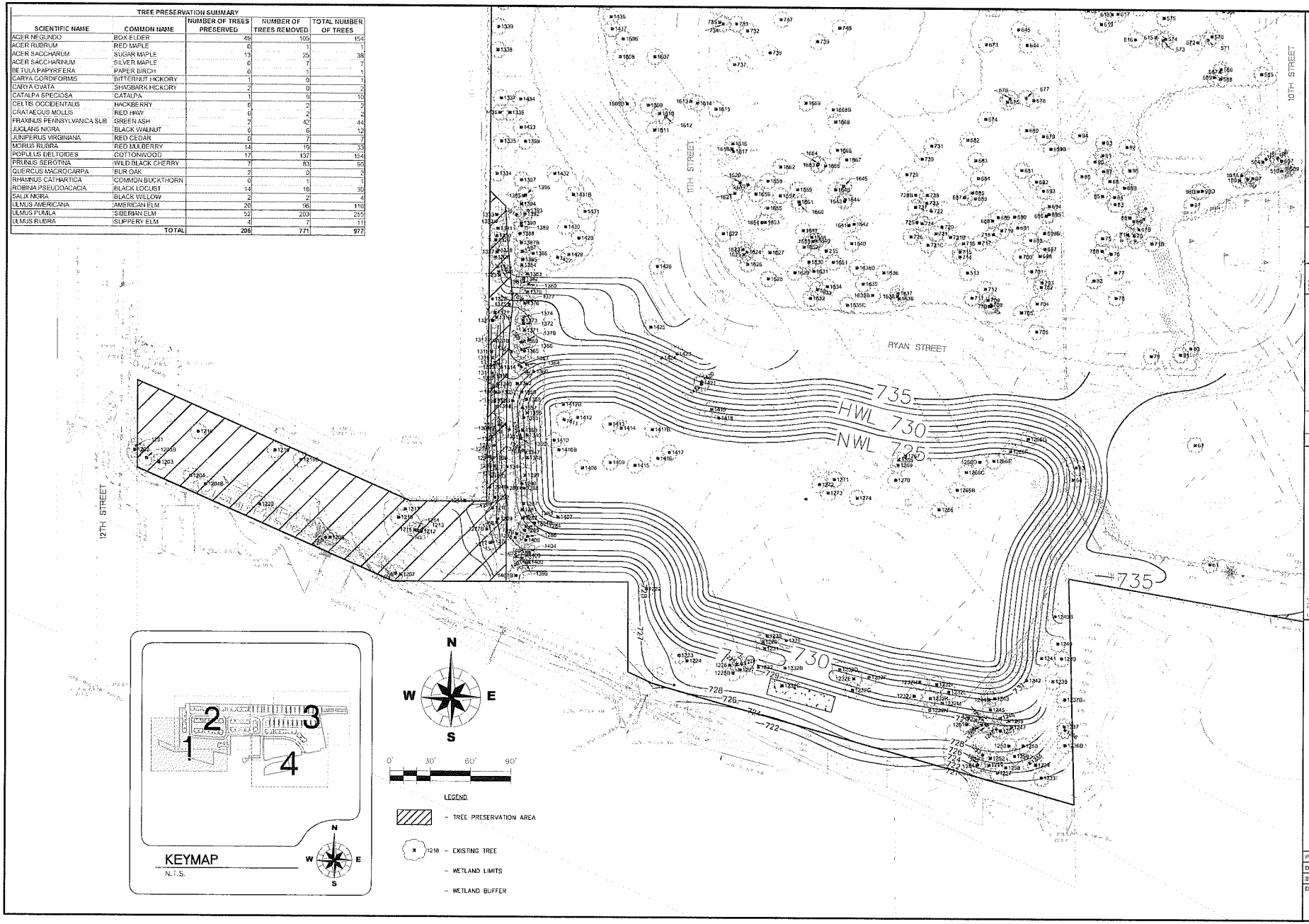
OWNER: LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO 06-941D
DATE 12/17/2010
SHEET 6 OF 10
DRAWING NO
PP2

TREE PRESERVATION SUMMARY

SCIENTIFIC NAME	COMMON NAME	NUMBER OF TREES PRESERVED	NUMBER OF TREES REMOVED	TOTAL NUMBER OF TREES
ACER NEGUNDO	BOX ELDER	45	109	154
ACER RUBRUM	RED MAPLE	0	1	1
ACER SACCHARUM	SUGAR MAPLE	13	25	38
ACER SACCHARINUM	SILVER MAPLE	0	7	7
BETULA PAPYRIFERA	PAPER BIRCH	0	1	1
CARYA CORDIFORMIS	BITTERNUT HICKORY	1	0	1
CARYA OVATA	SHAGBARK HICKORY	2	0	2
CATALPA SPECIOSA	CATALPA	1	9	10
CELTIS OCCIDENTALIS	HACKBERRY	0	2	2
CRATAEGUS MOLLIS	RED HAW	0	2	2
FRAXINUS PENNSYLVANICA SUB	GREEN ASH	2	42	44
JUGLANS NIGRA	BLACK WALNUT	6	6	12
JUNIPERUS VIRGINIANA	RED CEDAR	0	7	7
MORUS RUBRA	RED MULBERRY	14	19	33
POPULUS DELTOIDES	COTTONWOOD	17	137	154
PRUNUS SEROTINA	WILD BLACK CHERRY	7	83	90
QUERCUS MACROCARPA	BUR OAK	2	0	2
RHAMNUS CATHARTICA	COMMON BUCKTHORN	0	1	1
ROBINIA PSEUDOACACIA	BLACK LOCUST	14	16	30
SALIX NIGRA	BLACK WILLOW	2	2	4
ULMUS AMERICANA	AMERICAN ELM	20	96	116
ULMUS PUMILA	SIBERIAN ELM	52	203	255
ULMUS RUBRA	SLIPPERY ELM	4	7	11
	TOTAL	206	771	977



NO.	DATE	NATURE OF REVISION
2	7/20/11	PER CITY OF DOCUMENTS
1	4/18/11	PER CITY OF ST CHARLES

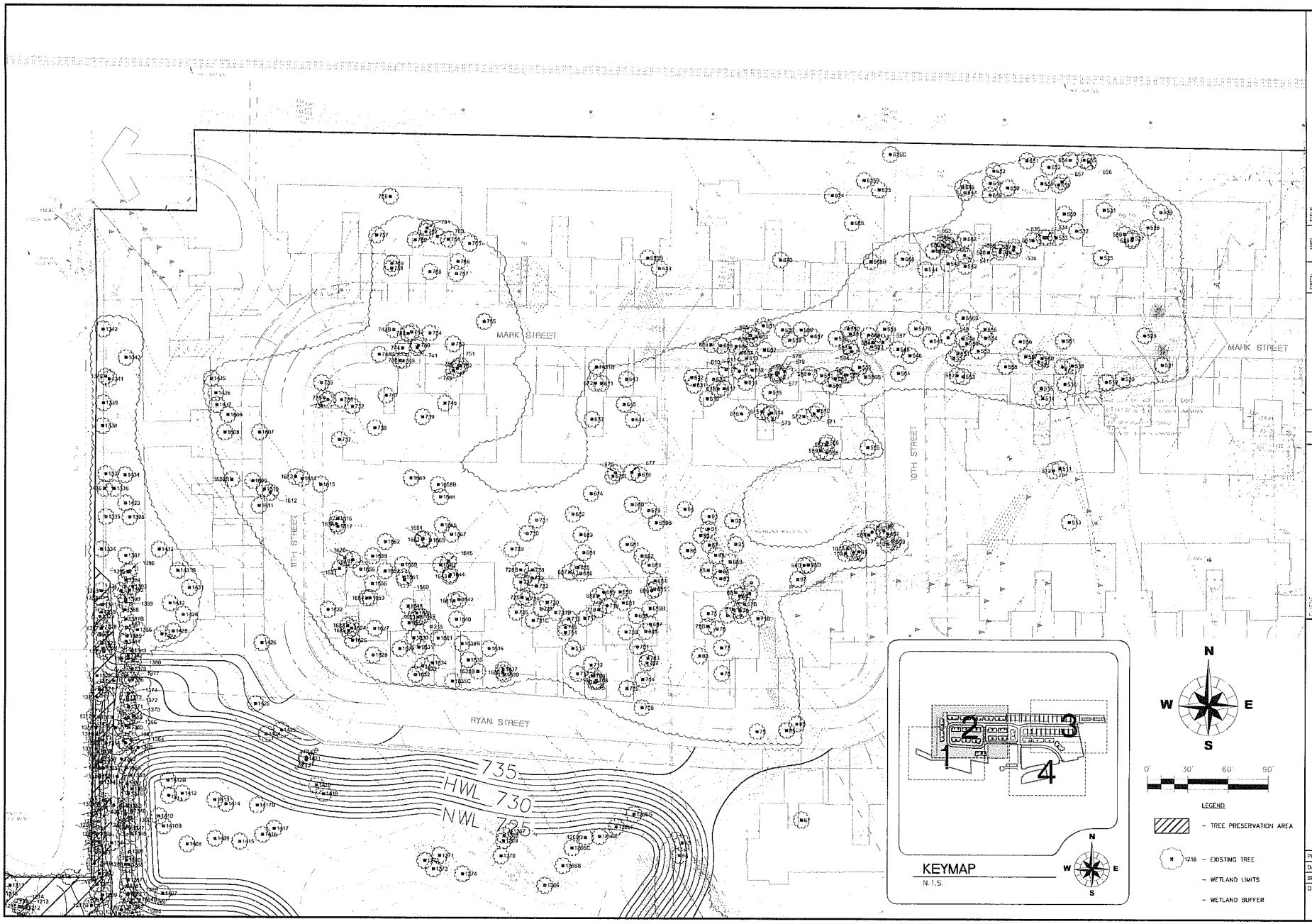
DSGN VPD
DWN EAM
CHKD JCL
SCALE 1" = 100'
06-941D-TP.DWG

TITLE
LEXINGTON CLUB
TREE PRESERVATION PLAN

CLIENT
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 7 OF 10
DRAWING NO.
TP1



NO.	DATE	NATURE OF REVISION
2	7/20/11	PER CITY COMMENTS
1	4/18/11	PER CITY OF ST. CHARLES

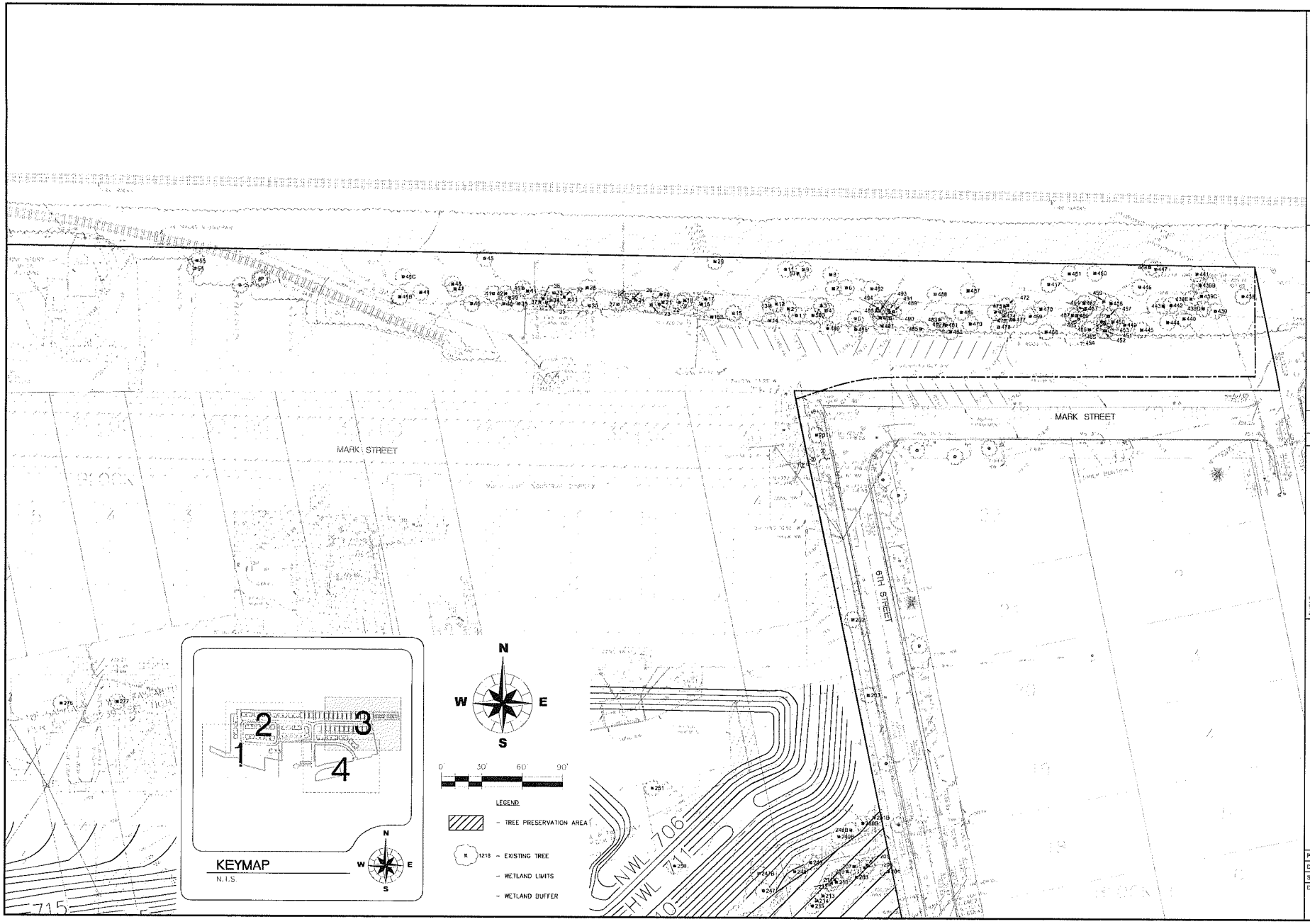
DSGN. VRD
DWN. EAM
CHKD. JCL
SCALE 1" = 100'
05-941D-TP.DWG

TITLE
LEXINGTON CLUB
TREE PRESERVATION PLAN

CLIENT
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 05-941D
DATE 12/17/2010
SHEET 8 OF 10
DRAWING NO.
TP2



NO	DATE	NATURE OF REVISION
3	4/20/11	UPDATED LAND BLANKED/REPORTED ROW HOMES
2	1/20/11	PER CITY COMMENTS
1	4/18/11	PER CITY OF ST. CHARLES

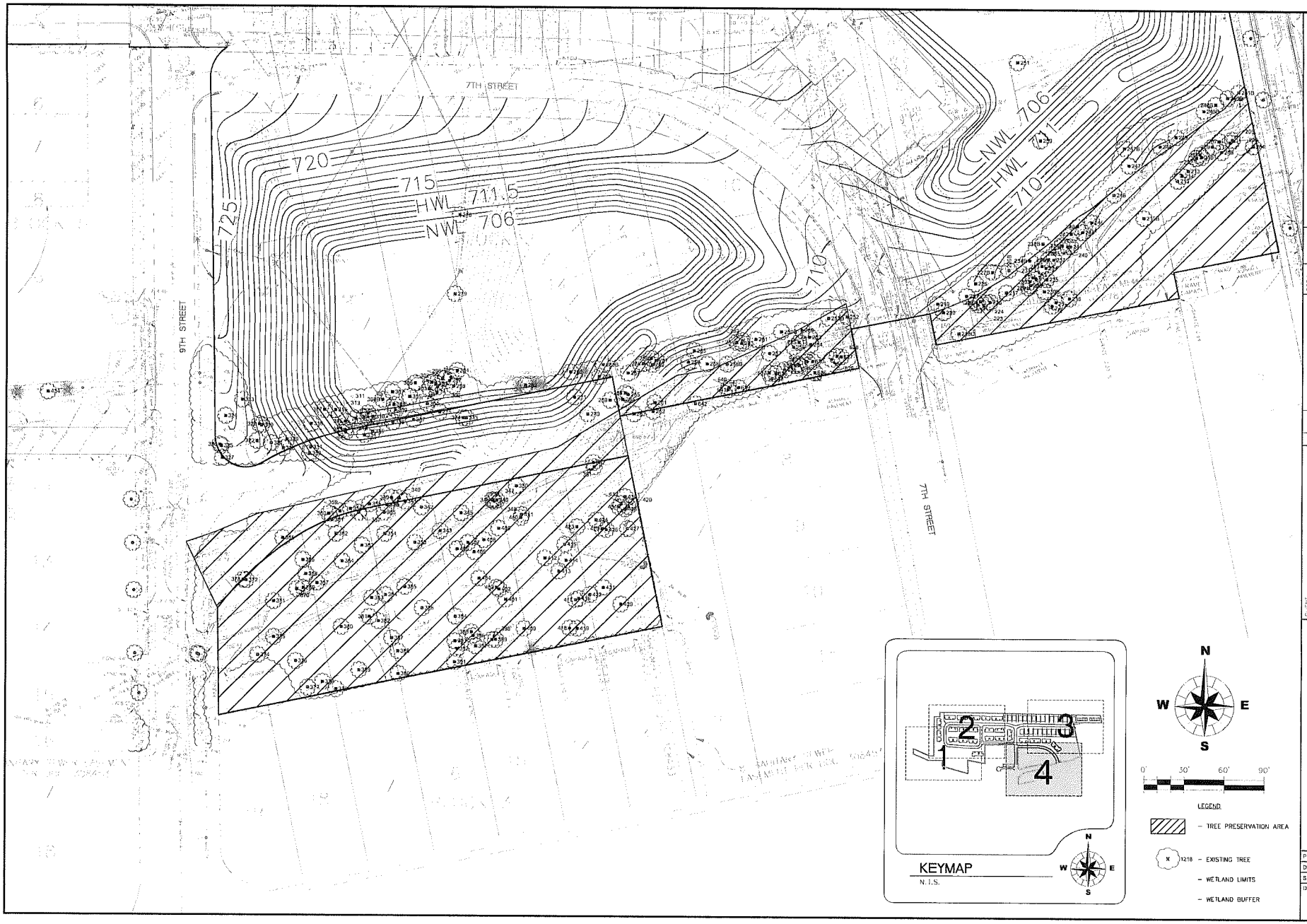
DESIGN VRD
DWN EAN
CHKD JCL
SCALE 1" = 100'
06-941D-TP.DWG

TITLE
LEXINGTON CLUB
TREE PRESERVATION PLAN

CLIENT
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 9 OF 10
DRAWING NO.
TP3



TITLE

LEXINGTON CLUB

TREE PRESERVATION PLAN

DSGN	VRD
DWN	EAM
CHKD	JCL
SCALE 1" = 100'	
06-941D-TP.DWG	

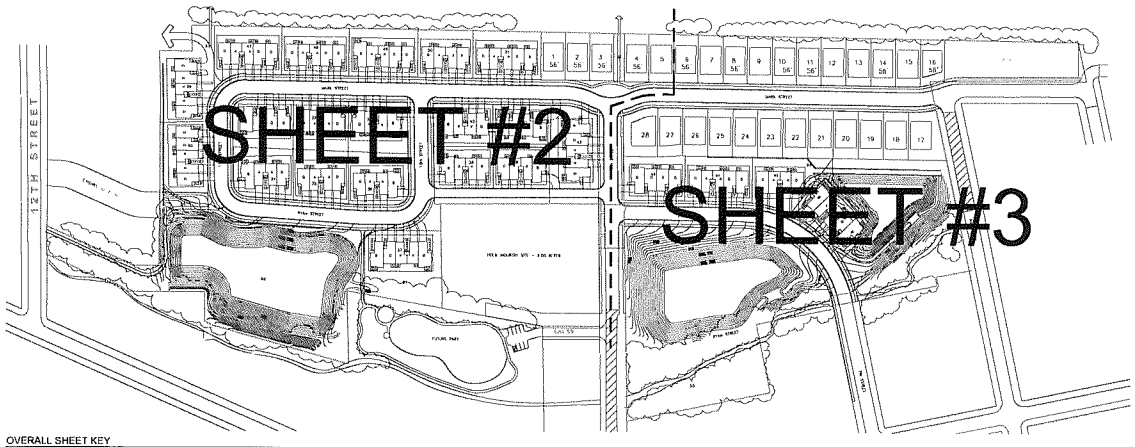
NO	DATE	NATURE OF REVISION
2	7/20/11	PER CITY COMMENTS
1	4/18/11	PER CITY OF ST. CHARLES

CLIENT

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WBK
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 10 OF 10
DRAWING NO
TP4



OVERALL SHEET KEY
NOT TO SCALE

PLANT KEY

SHADE TREES, 2.5"-4": AUTUMN BLAZE MAPLE, SUGAR MAPLE, CRIMSON KING NORWAY MAPLE, GINKGO, KENTUCKY COFFEETREE, SWAMP WHITE OAK, ACCOLADE ELM, THORNLESS HONEYLOCUST, LINDEN, & COMMON HACKBERRY

NOTE! ALL PARKWAY SHADE TREES WILL BE INSTALLED AT 2.5" CALIPER, WHILE COMMON AREA SHADE TREES WILL BE INSTALLED IN A RANGE OF SIZES, VARYING FROM 2.5" CALIPER TO 4" CALIPER

EVERGREEN TREE, 6'-10': COLORADO SPRUCE, NORWAY SPRUCE, AUSTRIAN PINE, DOUGLAS FIR, & ARBORVITAE

ORNAMENTAL TREES, 6'-8': SERVICEBERRY, CORNELIANCHERRY DOGWOOD, FLOWERING CRABAPPLE, RIVER BIRCH, EUROPEAN BLACK ALDER, JAPANESE TREE LILAC, & BLACKHAW VIBURNUM

EVERGREEN SHRUBS, 24": KALLAY COMPACT JUNIPER, DENSE YEW, EMERALD & GOLD EUONYMUS, & EMERALD ARBORVITAE

LARGE, DECIDUOUS SHRUBS, 36": VIBURNUM, REDTWIG DOGWOOD, PEKING COTONEASTER, RED CHOKEBERRY, MEADOWLARK FORSYTHIA, LILAC, BURNING BUSH, HYDRANGEA, & WEIGELA

SMALL, DECIDUOUS SHRUBS, 24": SPIREA, ALPINE CURRANT, CRANBERRY COTONEASTER, CUTLEAF STEPHANANDRA, DIERVILLA, & GRO-LOW SUMAC

ORNAMENTAL GRASSES, 1 GAL.-3 GAL.: MAIDEN GRASS, KARL FOERSTER FEATHER REED GRASS, SWITCH GRASS, DWARF FOUNTAIN GRASS, & PRAIRIE DROPSEED

PERENNIALS & GROUNDCOVER, 3" POT-1 GAL.: DAYLILY, ASTER, COREOPSIS, BLACK EYED SUSAN, PURPLE CONEFLOWER, CRANESBILL, HOSTA, SEDUM, BLAZING STAR, & PURPLELEAF WINTERCREEPER

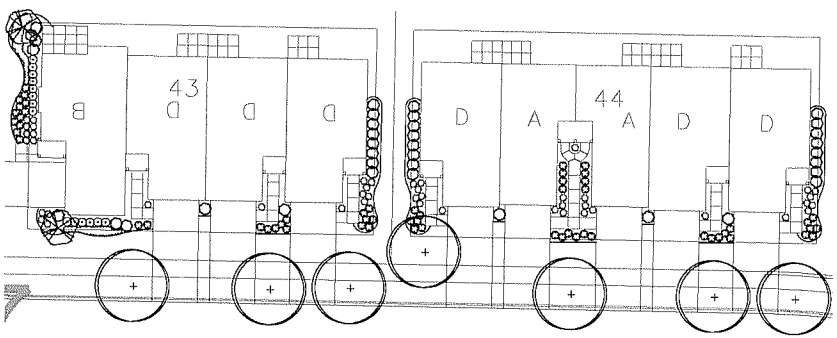
WET-MESIC NATIVE SEED MIX & EROSION CONTROL BLANKET (DETENTION AREA SLOPES): ACTUAL SPECIES & SIZES TO BE DETERMINED AT TIME OF FINAL PLANS

EMERGENT PLANTINGS (DETENTION AREA BASIN BOTTOMS): ACTUAL SPECIES & SIZES TO BE DETERMINED AT TIME OF FINAL PLANS

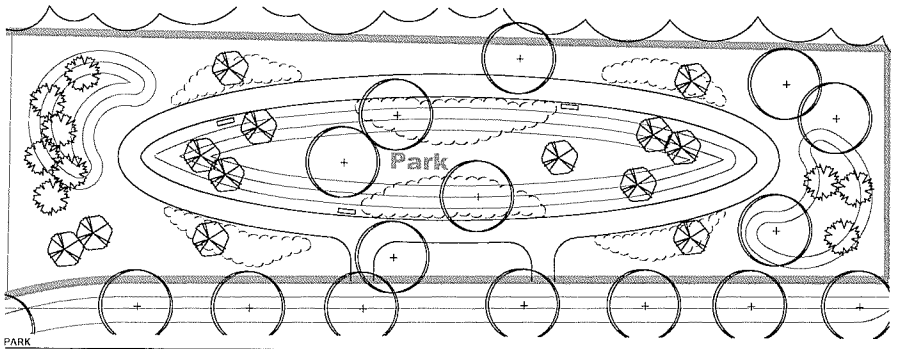
EXISTING TREES, WITH THE POTENTIAL TO BE PRESERVED

NOTE! REFER TO CIVIL ENGINEERING PLANS FOR ACTUAL TREE PRESERVATION & REMOVAL PLAN.

NOTES
1. ALL PLANTING BEDS AND TREE RINGS SHALL:
   - RECEIVE SHREDDED HARDWOOD MULCH AT A DEPTH OF 3"
   - HAVE A SPADED EDGE.
2. PLANTS SHALL:
   - BE ALLOWED TO GROW AND BE MAINTAINED IN THEIR NATURAL FORM
   - SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES. ALL DEAD, DISEASED, OR DAMAGED PLANT MATERIAL SHALL BE REPLACED PROMPTLY WITH LIVE MATERIAL IN GOOD CONDITION AND IN QUANTITIES AND SIZES THAT MEET THE REQUIREMENTS OF THE CITY.
   - BE INSTALLED IN ACCORDANCE WITH THE PLANTING PROCEDURES ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL TURF TREATMENT SHALL BE KENTUCKY BLUEGRASS BLEND SOD, UNLESS OTHERWISE NOTED ON PLAN.
   - DETENTION AREA SLOPES SHALL BE TREATED WITH A NATURALIZED SEED MIX AND EROSION CONTROL BLANKET FROM NORMAL WATER LINE (NWL) TO HIGH WATER LINE (HWL); AREAS ABOVE THE HWL SHALL BE SEEDED WITH KENTUCKY BLUEGRASS BLEND SEED AND BLANKET.
   - A THREE-YEAR MONITORING AND MAINTENANCE PLAN, BY A QUALIFIED PROFESSIONAL, SHALL BE INCORPORATED INTO THE INITIAL CARE OF THE NATURALIZED PLANTING AREAS AROUND ALL DETENTIONS.
   - FRONT YARDS & SIDE YARDS OF SINGLE-FAMILY LOTS SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL SOD ONLY, NO PEAT); REAR YARDS SHALL BE SEEDED WITH KENTUCKY BLUEGRASS BLEND SEED AND BLANKET.
   - FRONT & SIDE YARDS OF ROW HOUSES SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL SOD ONLY, NO PEAT.)
4. LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND LOCATION OF SITE UTILITIES.
5. FOR SYMBOL/PLANT KEY, SEE THIS SHEET.
6. FOR TYPICAL FOUNDATION LANDSCAPE PLANS FOR TOWN HOUSES, SEE THIS SHEET.
   - TYPICAL FOUNDATION LANDSCAPES MAY VARY DUE TO NUMBER OF UNITS PER BUILDING AND/OR ORIENTATION, BUT SHALL REMAIN CONSISTENT IN PLANT MATERIAL TYPES, DESIGN INTENT, & PLANT INTENSITY.
   - TYPICAL FOUNDATIONS FOR SINGLE-FAMILY HOUSES SHALL BE DETERMINED AT TIME OF FINAL LANDSCAPE PLANS.
7. FOR PARK CONCEPT DESIGN DETAIL, SEE THIS SHEET.
8. FOR ARTISTIC RENDERING OF LANDSCAPE BUFFER ALONG INDUSTRIAL-USE NEIGHBORS, SEE SHEET #2.
9. FOR TREE PRESERVATION FENCE DETAIL, SEE SHEET #3.
10. FOR TREE PRESERVATION & REMOVAL PLAN, SEE ENGINEERING PLANS.



TYPICAL FOUNDTION LANDSCAPE PLAN - TOWN HOUSES
SCALE: 1" = 20'-0"



PARK
SCALE: 1" = 20'-0"

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PUGSLEY & LAHAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
24414 N. Old McHenry Rd. Lake Zurich, Illinois 60047-8904
Ph: 847.438.0013 fax: 847.438.0084 e-mail: general@plgroup.com

revisions:
1. Per City comments 8/17/01
2. Per City comments 8/28/01
3. Per City comments 9/7/01
4. Per City comments 9/21/01
5. Per PZ & Plan 10/4/01
6. Per Village Board 10/16/01

north

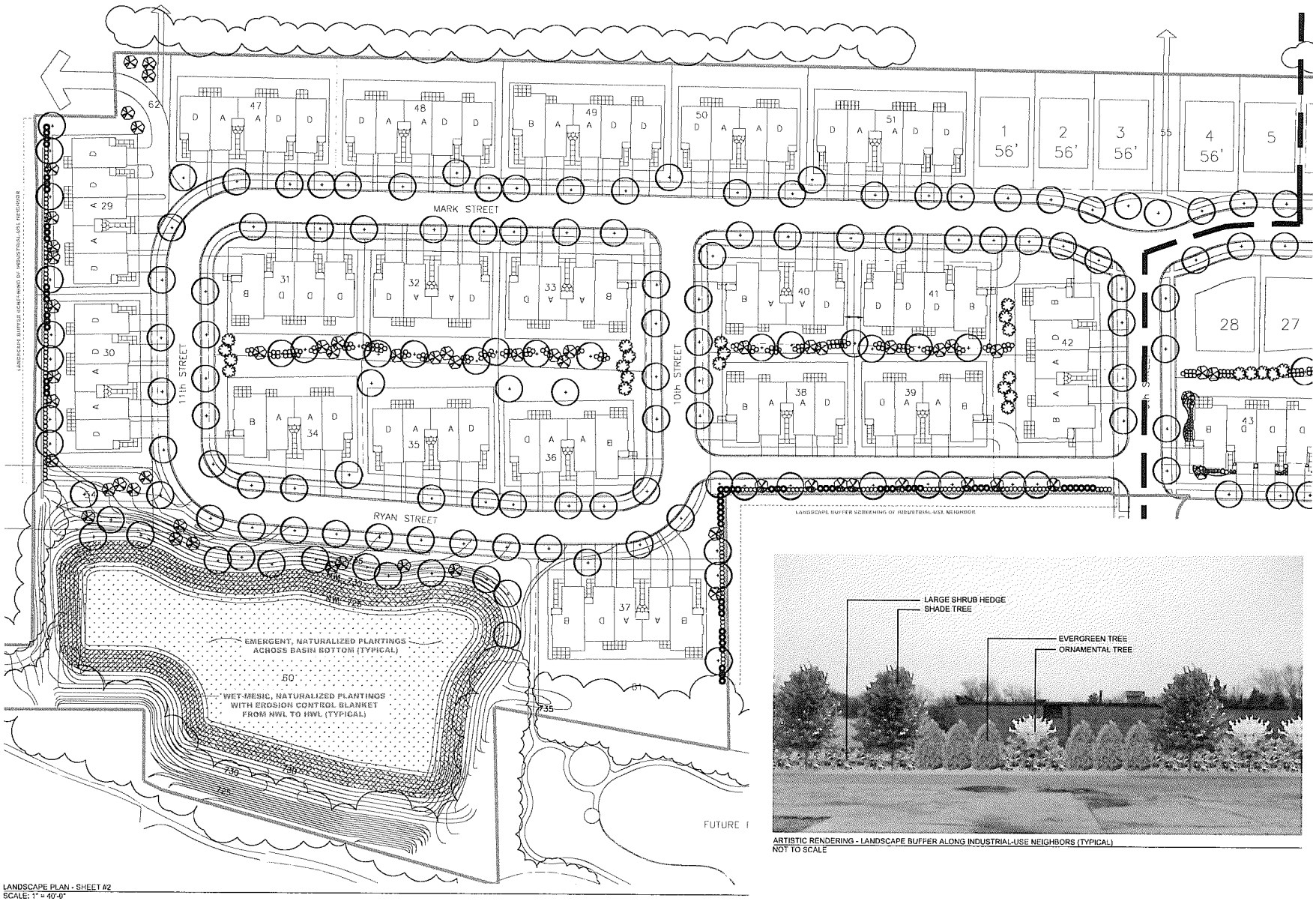
scale: AS SHOWN

LEXINGTON CLUB
Preliminary Landscape Plan
LEXINGTON HOMES
Chicago, IL

date: 11/25/09

sheet 1 of 3

job no. 093703



LANDSCAPE PLAN - SHEET #2
SCALE: 1" = 40'-0"

NOTE! LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND LOCATION OF SITE UTILITIES.

ARTISTIC RENDERING - LANDSCAPE BUFFER ALONG INDUSTRIAL-USE NEIGHBORS (TYPICAL)
NOT TO SCALE

PUGSLEY & LAHAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
24414 N. Old Mellenry Rd. Lake Zurich, Illinois 60047-8904
Ph. 847.438.0013 fax 847.438.0024 e-mail pwr@pugsleys.com

revisions
1 Per comments 12/07/03
2 Per comments 02/26/04
3 Per comments 03/25/04
4 Per comments 05/25/04
5 Per Industrial Buffer 06/16/04

scale: AS SHOWN
north

project: LEXINGTON CLUB
Preliminary Landscape Plan
LEXINGTON HOMES
Chicago, IL

date: 11/25/03
sheet: 2 of 3
job no. 063703

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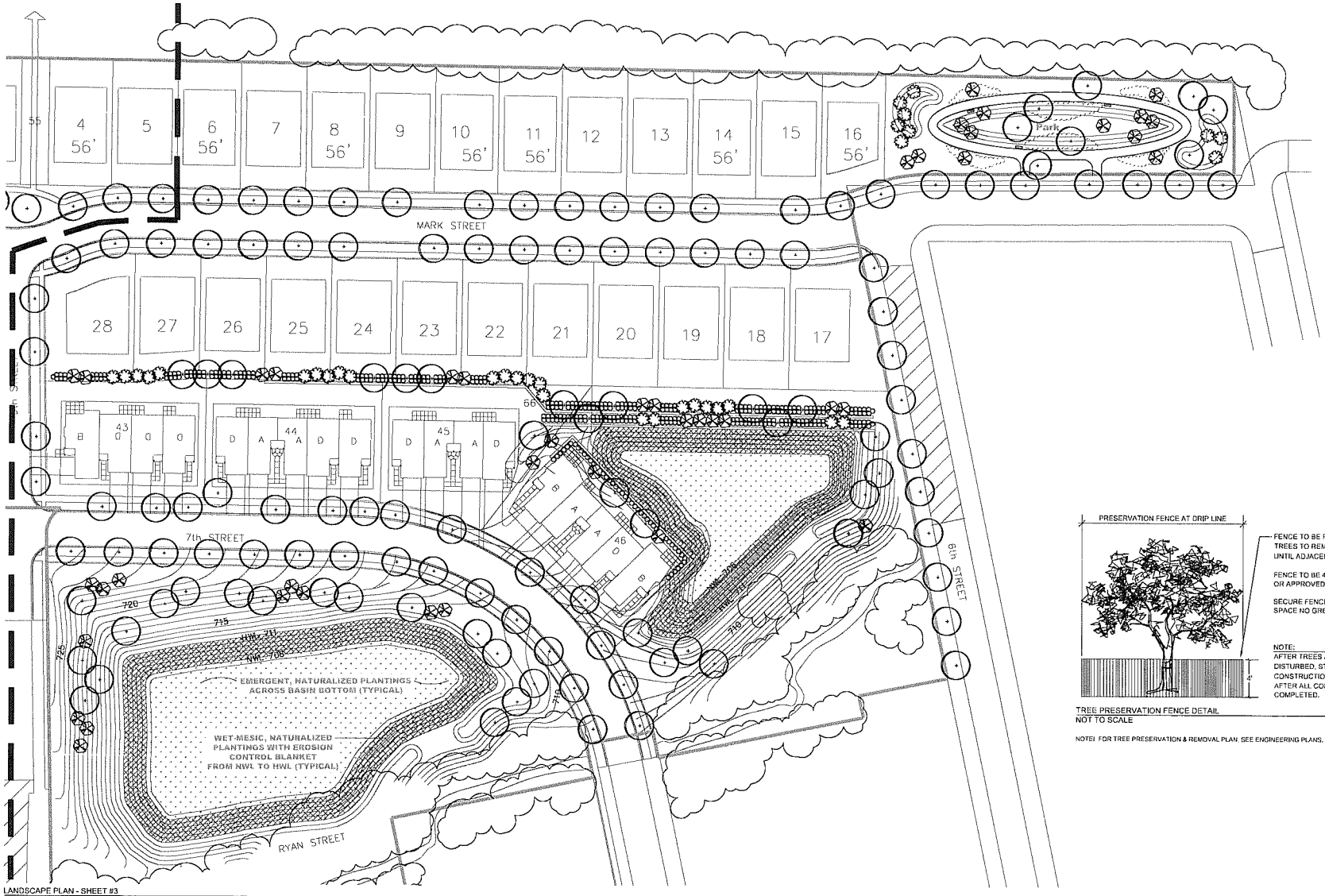

LANDSCAPE PLAN - SHEET #3
SCALE: 1" = 60'-0"

NOTE! LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND LOCATION OF SITE UTILITIES.

FENCE TO BE PROVIDED AROUND ALL EXISTING TREES TO REMAIN. FENCE TO REMAIN IN PLACE UNTIL ADJACENT CONSTRUCTION IS COMPLETE.

FENCE TO BE 4' TALL, ROLLED WOOD LATHE OR APPROVED EQUAL.

SECURE FENCE TO METAL STAKES, SPACE NO GREATER THAN 8' O.C.

NOTE:
AFTER TREES ARE FENCED, NOTHING IS TO BE DISTURBED, STORED, OR CUT INSIDE CONSTRUCTION FENCE. REMOVE FENCE ONLY AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED.

TREE PRESERVATION FENCE DETAIL
NOT TO SCALE

NOTE! FOR TREE PRESERVATION & REMOVAL PLAN, SEE ENGINEERING PLANS.

PUGSLEY & LAHAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
24414 N. Old Mchenry Rd. Lake Zurich, Illinois 60047-8904
Ph. 847-438-3013 fax 847-438-3084 e-mail: pnrw@pugsleys.com

date	by
12/17/09	comments
01/25/10	comments
02/26/10	comments
03/04/10	comments
04/26/10	comments
05/06/10	Per Industrial Buffer

north

scale: AS SHOWN

LEXINGTON CLUB

sp. overlay 4

Preliminary Landscape Plan

LEXINGTON HOMES
Chicago, IL

date: 11/25/09

sheet: 3 of: 3

job no. 093753

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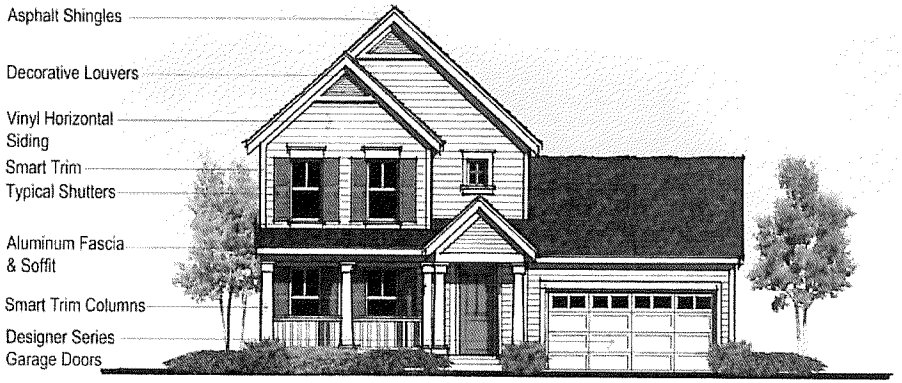
Plan 500 & 503: Prairie

scale: 3/16" = 1'-0"

Plan 500: Craftsman

scale: 3/16" = 1'-0"



Plan 501: Farmhouse

scale: 3/16" = 1'-0"

Plan 501: French Country

scale: 3/16" = 1'-0"

Character Elevations

Lexington Homes
Chicago, IL

Lexington Club
St. Charles, IL

July 21, 2011

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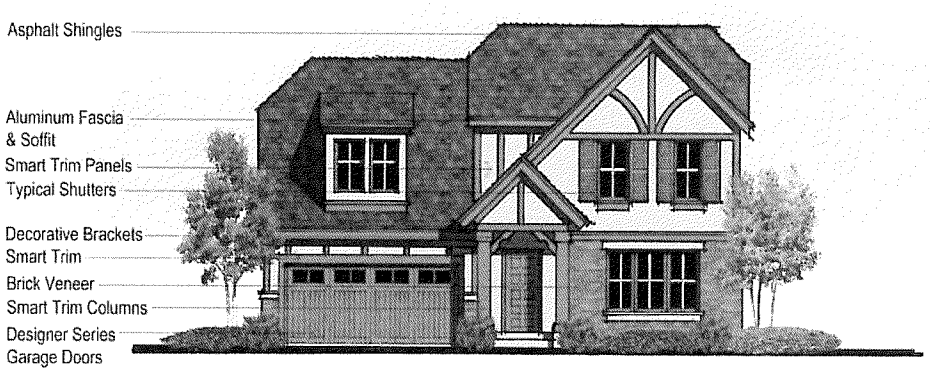
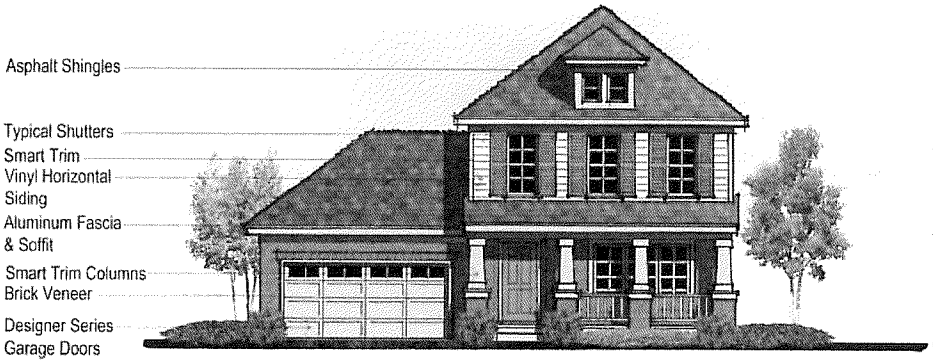


Plan 502: Tudor

scale: 3/16" = 1'-0"

Plan 502: Victorian

scale: 3/16" = 1'-0"



Plan 503: Four Square

scale: 3/16" = 1'-0"

Plan 503: Old English

scale: 3/16" = 1'-0"

Character Elevations

Lexington Homes
Chicago, IL

Lexington Club
St. Charles, IL

July 21, 2011

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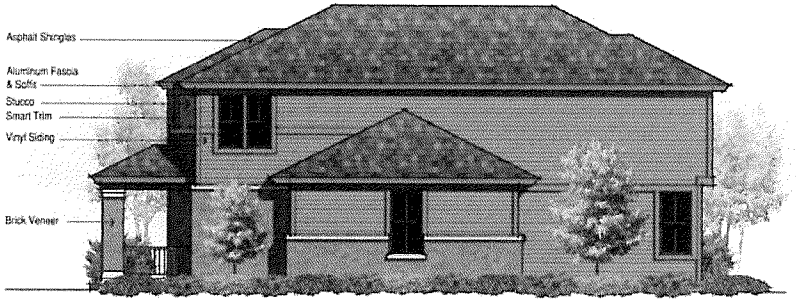


Plan 500 & 503: Prairie - Side Elevation

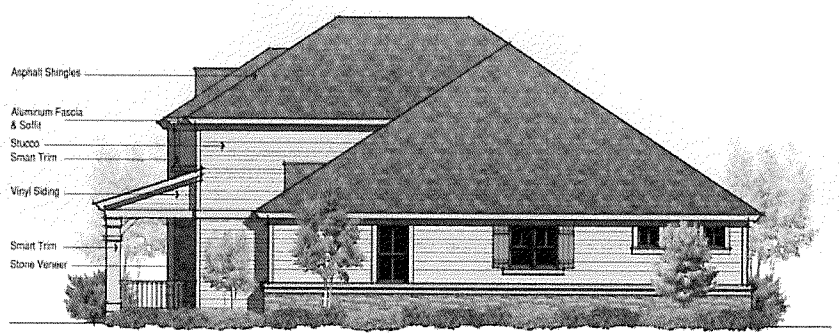
scale: 3/16" = 1'-0"

Plan 500: Craftsman - Side Elevation

scale: 3/16" = 1'-0"

Plan 501: Farmhouse - Side Elevation

scale: 3/16" = 1'-0"



Plan 501: French Country - Side Elevation

scale: 3/16" = 1'-0"

Character Elevations

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St. Charles, IL

Lexington Homes
Chicago, Illinois

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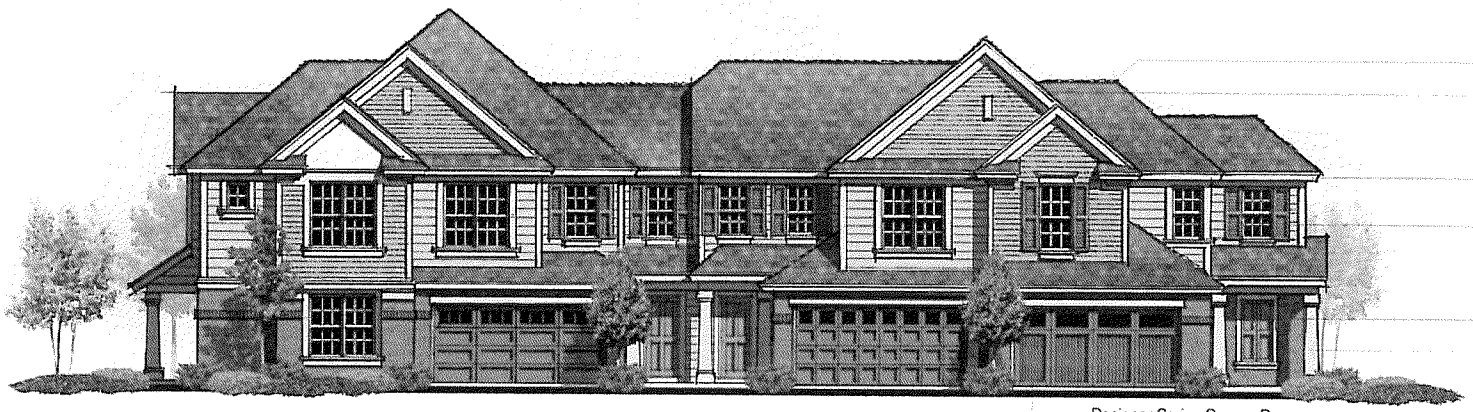
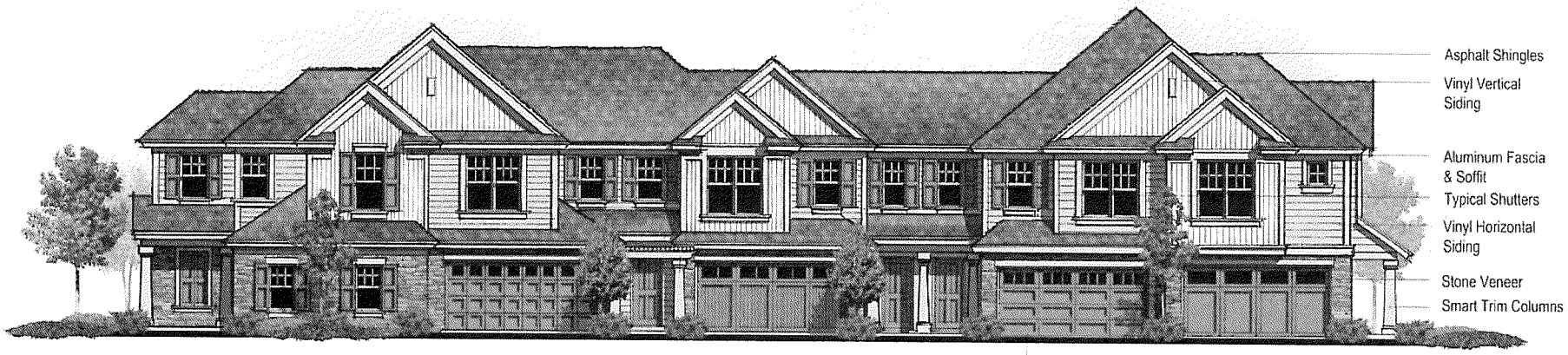


Front Elevation - 4 Unit Building
scale: 3/16" = 1'-0"



Front Elevation - 5 Unit Building
scale: 3/16" = 1'-0"

Character Elevations

Lexington Club
St. Charles, IL

Lexington Homes
Chicago, IL

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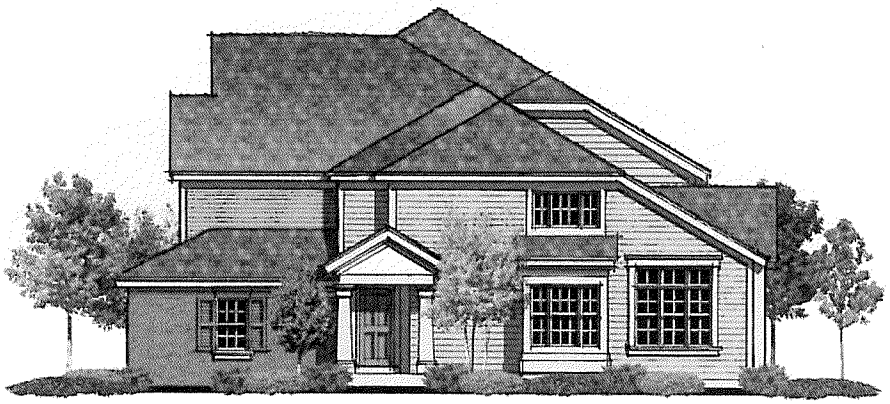
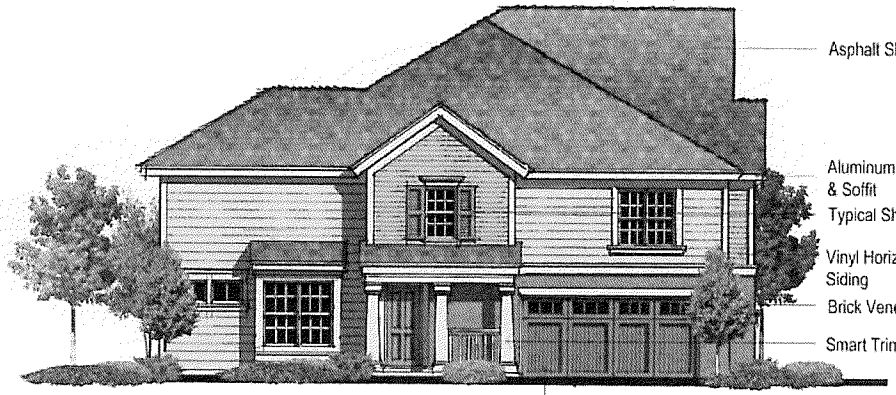


Side Elevation - Unit B

scale: 3/16" = 1'-0"



Side Elevation - Unit C

scale: 3/16" = 1'-0"

Rear Elevation - 4 Unit Building

scale: 3/16" = 1'-0"

Character Elevations

Lexington Club

St. Charles, IL

Lexington Homes
Chicago, IL

July 21, 2011

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EXHIBIT "F"

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 2013, by and between the City of St. Charles, a municipal corporation (the "City"), organized and incorporated under the laws of the State of Illinois and Lexington Homes, LLC, an Illinois limited liability company (the "Developer"; the City and the Developer each known individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Developer is the owner of the real estate legally described on Exhibit "A", attached hereto and made a part hereof (the "Subject Realty"); and

WHEREAS, the Developer has filed applications with the City regarding the Subject Realty for, among other things, (a) a zoning map amendment, (b) a special use for a planned unit development, and (c) certain deviations from the City's Zoning Ordinance, in order to allow construction of a residential development consisting of 102 two-story townhomes and 28 single family detached homes, all as more specifically described in Ordinance No. 2013-Z-_____, passed by the City on _____, 2013 (the "Project"); and

WHEREAS, one of the deviations requested by the Developer is exemption from the requirements of Chapter 17.18 of the City's Zoning Ordinance regarding inclusionary housing; and

WHEREAS, as a condition of approving such a deviation, the Developer is required to take certain actions to seek funding for providing Affordable Housing (as defined in the Zoning Ordinance) on the Subject Realty, and to enter in to this Agreement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1, and this Agreement shall be construed in accordance therewith.

Section 2. Application for Affordable Housing Funding. Commencing with the execution of this Agreement, and until the last certificate of occupancy is granted for the Project, the Developer shall apply for grant funding for the purpose of obtaining financing for the construction of Affordable Housing as part of the Project. At a minimum, application shall be made to Kane County Office of Community Reinvestment, Illinois Housing Development Authority, and the U.S. Department of Housing and Urban Development for all programs for which the project may qualify.

Applications shall be made each calendar year, or grant funding cycle, whichever is more frequent. The Developer shall provide copies of each funding application to the City for review prior to filing such application. In the event the project does not qualify for any program offered during the calendar year or grant funding cycle, the developer shall provide documentation demonstrating that the project does not qualify or shall provide a letter confirming such from each respective agency.

Section 3. Use of Funds. Should the Developer obtain any of the grant funding applied for, it shall utilize the funds to construct Affordable Housing on the Subject Realty as part of the Project, in conformance with all applicable laws, ordinances and regulations.

Section 4. Meeting with Housing Commission. Upon filing the first grant application, the Developer shall meet with the Housing Commission of the City to discuss strategies and activities related to the Developer's obligations hereunder. Additional meetings shall occur periodically thereafter, pursuant to the request of either Party.

Section 5. Failure to Comply. Should the Developer fail to comply with the terms of this Agreement at any time during construction of the Project, the City may declare the Developer to be in default by providing written notice to the Developer. Upon such written notice, the requirements of Chapter 17.18 of the City's Zoning Ordinance shall apply to all remaining housing units comprising the Project which have not, at the time of such written notice, received a final occupancy permit.

Section 6. Miscellaneous Provisions.

(a) *Mutual Cooperation.* The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement.

(b) *Disclaimer.* Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third Party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Developer.

(c) *Covenants Running with the Land.* It is intended and agreed that all covenants provided in this Agreement on the part of the Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Subject Realty, other than individual owners of residential units constructed on the Subject Realty.

(d) *Paragraph Headings.* The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret of construe the terms and provisions of this Agreement.

(e) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

(f) *Recordation of Agreement.* The Parties agree to execute and deliver the original of this Agreement in proper form for recording in the office of the Recorder of Deeds, Kane County, Illinois.

(g) *Notices.* Notices herein required shall be in writing and shall be served upon the Parties, either personally or mailed by certified or registered mail, return receipt requested:

If to the City:

City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

with a copy to:

Gorski & Good, LLP
211 South Wheaton Avenue, Suite 305
Wheaton, Illinois 60187
Attn: Ms. Robin Jones

If to Developer:
Lexington Homes, LLC
1731 N. Marcey Street, Suite 200
Chicago, Illinois 60614

with a copy to:

Rathje & Woodward, LLC
300 E. Roosevelt Road, Suite 300
Wheaton, IL 60187
Attn: Mr. Henry Stillwell

If to any Mortgagee: To the person and address designated to the City in writing by the Mortgagee.

A Party's address may be changed from time to time by such Party giving notice as provided above to the other Parties noted above.

(h) *Integration.* This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Developer.

(i) *Amendment.* This Agreement, and any Exhibit attached hereto, may be amended only by written instrument properly executed by the Parties or their successors in interest. Execution of any such amendment by the City shall first have been authorized by the Ordinance or Resolution duly adopted by the corporate authorities of the City.

(j) *Successors and Assignees.* The terms and conditions of this Agreement are to apply to and bind and inure to the benefit of the City, the Developer and their successors and assignees.

(k) *Severability.* If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

(l) *Term.* This Agreement shall be in full force and effect from and after the execution hereof by the last Party to execute the same and shall remain in full force and effect until final completion of the Project, as evidenced by issuance of a final occupancy certificate for the last unit comprising the Project.

(m) *Governing Law.* The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

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

CITY OF ST. CHARLES, an Illinois municipal corporation,

By:_____
Mayor

ATTEST:

_____
City Clerk

_____, an Illinois limited liability company

By:_____
Its:_____

ATTEST:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald P. DeWitte, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2013.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____of _____, an Illinois limited liability company, and _____, _____ of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____, 2013.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT REALTY

SUBJECT PROPERTY:
PARCEL ONE:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET); ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL TWO:
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT
PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL THREE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH EAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET 1043 FEET; THENCE NORTH 2 DEGREES, 44 MINUTES, 0 SECONDS EAST 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 149.92 FEET; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 0 SECONDS WEST 135.80 FEET; THENCE NORTH 7.90 FEET; THENCE SOUTH 89 DEGREES, 20 MINUTES, 0 SECONDS WEST 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST 106 FEET; THENCE SOUTH 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES, 34 MINUTES, 0 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 19.73 FEET; THENCE
SOUTH 74 DEGREES, 16 MINUTES, 30 SECONDS EAST 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FOUR:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE EAST 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET, FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST 69 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 10 SECONDS EAST 60 FEET; THENCE WEST 56.84 FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES, 13 MINUTES, 0 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FIVE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES, 37 MINUTES, 0 SECONDS WEST ALONG THE EASTERLY LINE OF WEST

SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES, 46 MINUTES, 0 SECONDS EAST 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES, 48 MINUTES, 0 SECONDS WEST ALONG SAID WESTERLY LINE 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES, 37 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES, 07 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND 174 FEET; THENCE NORTH 60 DEGREES, 19 MINUTES, 0 SECONDS WEST, 168.19 FEET; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES, 31 MINUTES, 0 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 285 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST 255.77 FEET TO A POINT SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION 285.0 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132.0 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 04 MINUTES, 0 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 255.77 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 100.00 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES, 06 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES, 06 MINUTES, 0 SECONDS EAST 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

EASEMENT FOR PRIVATE ROADWAY RESERVED BY DEED RECORDED JULY 16, 1957, IN BOOK 1855, PAGE 119, AS DOCUMENT 839306, MADE BY HAWLEY PRODUCT COMPANY TO CARL E. SODERQUIST AND SONS FOR THE BENEFIT OF THE NORTH 30 FEET OF LOT 11 IN BLOCK 5 OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES IN PARCEL TWO, OVER THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 535 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE EAST 30 FEET; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST

134.45 FEET; THENCE NORTH 1 DEGREE WEST PARALLEL WITH THE WEST LINE OF SAID ADDITION 30 FEET; THENCE SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST 134.45 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 1 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 1 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT G

REIMBURSEMENT FOR OFF-SITE WATER MAIN IMPROVEMENTS

	ASPHALT ROADS			
	Street Name	**Unit**	**Quantity**	**Cost**
	State St., 9th to Dean St	FT	250	**$ 13,863.33**
	WATERMAIN			
		Unit	**Quantity**	**Cost**
1	10" DIP, Class 52, Water Main	LF	820	$65,600.00
2	Fire Hydrant Assembly, With Auxillary Valve and Box	EA	1	$3,200.00
3	1" Type "K" Copper Water Service, With B-Box Assembly	EA	6	$12,000.00
4	Curb and Gutter Removal and Replacement	LF	30	$630.00
5	Restoration	LS	1	$2,000.00
				$83,430.00
	TOTAL FOR ALL WORK			***$97,293.33***

IIC4-2

Correspondence for Lexington Club PUD

Received since 5/14/12

Lexington Homes

05/30/2012 11:49 AM

From: <billryan510@comcast.net>

To: <rcolby@stcharlesil.gov>

May 30, 2012

Dear Russell,

I am writing to you today to voice my concerns and questions, regarding the former Applied Composites site and its proposed redevelopment, by Lexington Homes. I would appreciate your acknowledgement and response to the following.

1. What obligation do you feel the City of St Charles has to help a developer that has made a poor decision in (knowingly) purchasing a contaminated parcel of land that is zoned for something other than residential? If you feel that there is some obligation please list for me your reasons.

2. I have attended many of the meetings held in regard to this proposed development. Even before the TIF was considered I had not heard nor seen any value that would be added to the City of St Charles as a result of approving this development. The City of St Charles compromised its values, previously established ordinances and comprehensive plan to help Lexington Homes develop 130 residential homes and townhomes on approximately 25 acres of land previously zoned for business. There have been questions regarding consultants that were used, land ownership and amendments to the City's Comprehensive Plan. This development does not fit the surrounding residential area. The costs to the residents, the density, the quality of materials, the traffic congestion and affordable housing are issues that have not been adequately addressed by the developer to the satisfaction of the people attending the meetings, signing the petitions and writing letters. Yet the developer seems to have the City back peddling. If you are not convinced that this group (mentioned above) represents the rest of the city then ask other residents that have not attended meeting, signed petitions and written letters. How do the majority of the people you represent (and own property in that area) feel about this development?

3. In regard to the proposed TIF. Although this TIF is to be financed by a bank(s) instead of the use of bonds the end result would be a financial set back for someone if the development fails. Please consider the track record of the City with its other TIF (commercial) districts. Before we establish another TIF the City should be required to explain to the residents what the benefits have been of the other TIF districts in terms of increased property value, additional jobs created, changes in sales tax revenues, improved economic stability in said districts, and success in achieving land use goals. We/you need a scorecard for the above mentioned goals (and others) along with timeframes to know if we/you are successful or are failing. The residents of this city have something at stake regardless of how this development is financed! In the current economic climate with less than positive housing forecasts (except possibly

rental units) a TIF district to develop residential housing is NOT a good idea. Others questions that come to mind regarding this TIF: What would be the consequences if the developer and City do not succeed? Who will pay and how? What will the situation be if the land is more contaminated than originally predicted? (This situation happened in the city of Aurora with at least one down town river front development. I believe it will now be a city/park district funded facility. Should we review past situations like these to have a plan B proposed)? I am interested to know if you feel these are real concerns.

4. The TIF will set a precedent. This decision will be the driver for several other such properties in St Charles. Examples of other properties are the Shodeen Mall property, the old Smurfit/ Diamond International property, the east side Charlestown Mall to name just a few. Another bothersome aspect of this TIF is the legal fees, surveys, administration costs and analysis being rolled into the agreement?

I am aware that the city is in the process of considering many questions and aspects of the plan, and documents need to be finalized, prior to approval of the Lexington Club PUD, Redevelopment Plan and TIF. I am also mindful that during the course of events surrounding this proposed redevelopment, there have been opportunities, over the years, for the public to be heard, and that is appreciated. However, at this point in time, I feel as though much of what has been discussed and voice by the people has long been forgotten and no longer acknowledged.

Please add my letter to the public commentary in the Lexington Club PUD document packet, that will be made available to the Planning & Development Committee and all other governing bodies in this process. Thank you.

Cordially,

Bill Ryan

510 S 14th Street

St Charles IL

Lexington Club

06/15/2012 05:40 PM

From: Larry Bollaert <lbollaert@sbcglobal.net>

To: <rcolby@stcharlesil.gov>

Hello Mr. Russel Colby,

This letter is about our neighborhood disaproving of the Lexington Club development. My home is at 912 Dean Street, which is located near the intersection of N. 9th St. I have been a resident most of my life. Now that I am a senior citizen, I want to live here the rest of my life in peace and quiet. The traffic is getting worse every year around here without having an additional traffic from this monster development

Our city does not need this development at this time. The econony is down and housing is down. We have many vacant homes in town due to forclosures. We have at least four or five empty homes just in our area on Dean St. Large housing projects like this one are not happening over the past few years. We have a development going on west of Randall behind the bowling alley and Aldis. That started out as townhomes priced at $400K and up. They didn't sell many if any at those prices. Then I heard that the prices went down to around $250K to $300K. Now they are building single family homes next to these 4 or 5 townhouses and another one by itself further east. I don't know how many acres this development, but it does include some commercial and/or retail lots near Aldis. This project has all the roads and sewers in place but hardly any buildings. Plenty of weeds growing beneath the signs on the lots advertising good deals.

Rentals - lets talk about this. Our city has plenty of rentals whether it's apartments, townhomes, condos, or even houses. Yeah, Houses!! In the area aound my house I counted at least five rental houses and seven homes where the owners lived in them. What does that tell you?

Well, it tells me that houses aren't selling that much and some owners decided to rent them out. Add the house rentals to all of the other rentals in our city and other surrounding cities and we have a higher percentage of rentals than we used to have. You can check it out for yourself.

Lexington Club does not coinside with our neighborhood either. We have mostly single family homes, no townhouses, a few apts.. This project lowered the number of homes to 28 and kept the number of townhouses at over 100. Oh yeah, they dropped the rowhouses too.

The entire project is too large and too dense. I don't think that our city has a subdivision with 100 townhomes. There is probably a mix with apts. and maybe homes too. Whatever, this development could end up with a lot of rentals down the road if they cant sell them.

We are not against renters whether it be houses, townhuses, or apts.

Most of the renters that I know are decent lawbiding citizens. However, there are a small number of bad eggs that give all renters a bad reputatuon, The same goes for homeowners. Not all of them are good neighbors either. We can't really put the entire blame on people who rent. It's just the density - too many people in one area can cause problems for everyone.

Thank you for your time and consideration.

Larry Bollaert

lexington homes development at the complied composite sight

07/16/2012 09:46 PM

From: <ewalsh26@comcast.net>

To: <rcolby@stcharlesil.gov>, <jmonken@stcharlesil.gov>, <dstellato@stcharlesil.gov>, <rpayleitner@stcharlesil.gov>, <ccarrignan@stcharlesil.gov>, <aldmartin@stcharlesil.gov>, <wturner@stcharlesil.gov>, <ebessner@stcharlesil.gov>, <jkrieger@stcharlesil.gov>, <rrogina@stcharlesil.gov>, <mlewis@stcharlesil.gov>

Good evening:

My names is James Walsh; I live at 21 N 5th Street in Saint charles. I am contacting you with my concerns regarding the proposed Lexington Homes development. I cannot understand why St Charles would consider spending millions of dollars on a TIF district to assist the developer when the developer knew the property had environmental issues. It would appear the city could have just purchased the property for less than the proposed TIF amount. What is the rationale for this TIF proposal?

Thank you in advace for your response.

James Walsh

Lexington Proposal

08/01/2012 07:06 PM

From: Mario VanDerHeyden <mariovanderheyden@yahoo.com>

To: "rcolby@stcharlesil.gov" <rcolby@stcharlesil.gov>, "dstellato@stcharlesil.gov" <dstellato@stcharlesil.gov>, "jmonken@stcharlesil.gov" <jmonken@stcharlesil.gov>, "rpayleitner@stcharlesil.gov" <rpayleitner@stcharlesil.gov>, "ccarrignan@stcharlesil.gov" <ccarrignan@stcharlesil.gov>, "jkrieger@stcharlesil.gov" <jkrieger@stcharlesil.gov>, "aldrmartin@stcharlesil.gov" <aldrmartin@stcharlesil.gov>, "rrogina@stcharlesil.gov" <rrogina@stcharlesil.gov>, "wturner@stcharlesil.gov" <wturner@stcharlesil.gov>, "mlewis@stcharlesil.gov" <mlewis@stcharlesil.gov>, "ebessner@stcharlesil.gov" <ebessner@stcharlesil.gov>

Please respond to Mario VanDerHeyden <mariovanderheyden@yahoo.com>

Greetings,

My name is Mario VanDerHeyden of 115 N. 7th st, and property owner of 700 W. Main St. Lifelong rsident of 7th street and concerned husband/parent of two young girls.

I am against the Lexington project as presented in each version for the following reasons:

-Neighborhood impact

-Density

-Traffic congestion and flow

-Developer TIF

-D303 impact

-Utility impact

-Lack of remediation by current owner

This developer paid too much and does not want to bear the burden of their poor decision. The city should not either.

I drive 86 miles round trip day since graduating college to live in St. Charles. I have no problem with the old zoning, and would argue very few people realize what is at the bottom of the hill. The last proposal does not make St. Charles a better place for the rest of the community. It would be a an injustice to allow this scale of a project in the working neighborhood.

Thank you,

Mario VanDerHeyden

630.377.0073

Lexington Homes PUD

08/06/2012 03:40 PM

From: Linda Schmidt <schlinda@gmail.com>

To: <rcolby@stcharlesil.gov>, <dstellato@stcharlesil.gov>, <jmonken@stcharlesil.gov>, <ccarrignan@stcharlesil.gov>, <rpayleitner@stcharlesil.gov>, <wturner@stcharlesil.gov>, <rrogina@stcharlesil.gov>, <aldermartin@stcharlesil.gov>, <jkrieger@stcharlesil.gov>, <ebessner@stcharlesil.gov>, <mlewis@stcharlesil.gov>, <jmartin@stcharlesil.gov>

Cc: <ccforss@gmail.com>

To our city leaders:

I have been a resident of St. Charles for 12 years. When I first moved here, the city was at its best. There was a good mix of independent retail and restaurant, the East Gateway/North Avenue corridor was almost 100% populated, even though there were some obvious signs of decline.

My community (Kingswood) has fought proposals, for the land behind Charleston Mall and backing up to Foxfield Drive, since the day I moved in. All of the residential plans that have been proposed have been far too dense for that land parcel and all seemed to have one objective – to squeeze as many residences in as possible for the greatest profit with no concern for the surrounding communities. Our objective as homeowners has never been to prevent improvements on that site, but to build responsibly so that existing schools, roads, and basic infrastructure would not be compromised and cause undue burden to nearby residents or other St. Charles citizens. After defending our cause with builder after builder, we had our greatest challenge ever with the crazy idea of building a Super Walmart right in the heart of a residential community, behind Charlestown Mall, with visability from North Avenue blocked by the Mall.

Now, it seems that the Lexington Homes PUD is proposing a similar housing plan which again, appears to be too dense for the parcel of land. And, as I hear the surrounding areas resident's concerns, I feel that they are the same concerns we've voiced over the years. I understand that any potential builder is going to try and get as many units on the parcel of land as possible: more units built, more units sold = more money in their pocket. They will build and move on without worrying about the impact to the surrounding community and the people who live there.

As you meet on Monday, August 13th, I hope you'll honestly consider what the city will gain from the current proposed development. What exactly is owed to Lexington? Is the amount of revenue generated for the city and its residents really worth compromising the lifestyle of those in the immediate area of this proposed development? At a time when money is tight and the housing market is in decline, does our city really feel confident that having more housing is the direction to go? What about all the properties that are currently for sale and all the foreclosures on the market in our area? Will this be an area that when built and finished, will look good but stand empty?

Lexington bought this property with full disclosure. They knew the site had previously held a manufacturing plant. I'm sure a company such as Lexington did their due diligence on the state of the land prior to purchasing it to determine if there was industrial waste or any other cleanup that would be needed prior to building residential structures. If so, is it St. Charles' responsibility to make their plan work? Should we let them over-populate an area, just so they can break even or make a big profit? Should the current residents have to put up with an inordinate amount of traffic and overburdening to the infrastructure to make their investment worthwhile?

I hope when you meet to discuss this matter, you carefully consider what's right for the people who live in this neighborhood and question if the final decision is in the best interest of St. Charles. I'm sure the residents in this area recognize that something will be built on this parcel and their preference would be to see it developed instead of remaining in its current state. But, as tax paying citizens, our concerns for our homes and neighborhoods should be recognized and a reasonable solution agreed to for all parties involved.

While I am not directly involved and don't live near the area in question, I do realize that just because it's not happening in my backyard, decisions made will affect everyone's quality of life as well as impact all infrastructures all resident's in St. Charles support with their tax dollars. We are depending on our elected officials to represent our best interest.

I appreciate your time and consideration of this email.

Linda Schmidt

3731 King George Lane

St. Charles, IL 60174

RE: Lexington Club PUD

08/16/2012 05:15 PM

From: Deborah Jahn <dlj.sof@gmail.com>

To: <rcolby@stcharlesil.gov>, <dstellato@stcharlesil.gov>, <jmonken@stcharlesil.gov>, <rpayleitner@stcharlesil.gov>, <ccarrignan@stcharlesil.gov>, <jkrieger@stcharlesil.gov>, <jmartin@stcharlesil.gov>, <rrogina@stcharlesil.gov>, <wturner@stcharlesil.gov>, <mlewis@stcharlesil.gov>, <ebessner@stcharlesil.gov>

Hello,

We oppose Lexington Club PUD as currently proposed to planning and development and City Council.

Helmut & Deborah JAHN

Opposed to both the Lexington Club PUD and TIF

12/13/2012 02:53 PM

From: jthomasiokas <jthomasiokas@earthlink.net>

To: <wturner@stcharlesil.gov>

Cc: <rcolby@stcharlesil.gov>

Dear Alderman Turner,

I have written to you before to express my opposition to both the Lexington Club Pud and Lexington Club TIF. I want to reiterate some points: 1. 400 stakeholders signed petitions against the Lexington Club PUD.

2. Approximately 700 stakeholders (the final number is not knowed because some petitions have yet to be turned in) signed petitions against the Lexington Club TIF

3. The City's Priority Survey, which has a 95% accuracy rate shows that a minority of St. Charles residents agree or strongly agree that the City needs more housing of any type and that the farther one gets from single-family detached housing the smaller the minority is that is favorable.

4. The 2007 Comprehensive Plan Amendment is the end result of a process which was rife with conflict of interest, misrepresentation, and failure to consider public input (the Transparency v. Opacity five part letter to the editor of the Patch, which you have been sent previously, will be included immediately following my remarks).

5. The members of 2R2R: River to Randall, Railway to Route 64, of which I am the Chairperson, are not opposed to responsible development on the former Applied Composites site. We have sent you a previous letter regarding our desire to see the new Comprehensive Plan reflect the fact that we would like to see either 74 to 80 single-family detached houses on the site (which would reflect both the density of the surrounding area and the type of structure predominant in the area) or to see a complex for independent and assisted living for seniors and handicapped service veterans). We might even be open to other type of development there. We merely want to see responsible development that will not unduly burden existing older neighborhoods with a flood of traffic.

6. Our issues with the TIF are even more numerous and complex. Suffice it to say, that we do not feel it is right to pay a developer twice for the same costs, in that the developer has not shown that the prices charged for his structures will not include a component for the precise work that he wants to be reimbursed for under the TIF. The developer willingly purchased the property, knowing full well what the issues were but he did not come before either the Planning and Development Committee or the City Council to discuss City participation in the costs before completing his purchase.

7. An election year for City offices is upcoming and citizens from throughout St. Charles will be watching to see if the City Council is making a stand in favor of responsible development or if it is favoring the profits of developers over what is best for the City and its citizens.

I urge you and the other Aldermen to vote against both the Lexington Club PUD and Lexington Club TIF when they come up for a vote.

Sincerely,

Joseph Masiokas, Chairperson of 2R2R

23 North 7th Street

TRANSPARECY v. OPACITY

At a time when 'transparency' is one of the buzzwords in political discourse, we have a situation with Lexington Homes, the former Applied Composites property, and the Comprehensive Plan Amendment of 2007 that is murky, to say the least. It is practically a textbook case for how the system should not work.

Applied Composites went out of business in 2005. St. Charles—333 North Sixth Street, LLC purchased twenty-five plus acres of land, zoned for manufacturing, and several buildings from Applied Composites in August 2006 for $3,825,000. The purchaser immediately took out a mortgage with J.P. Morgan Chase Bank for $6,940,653. That means they got a $3,115,653 tax-free windfall right out of the gate.

Who is St. Charles—333North Sixth Street, LLC? The listed representative is Ms. Marilyn Magafas, whose contact email address is at FAPLLC.com. Go to www.fapllc.com and you find yourself on the web page of First American Properties, LLC. The Chairman of the Board of FAPLLC is Ronald J. Benach, who throughout his four decade career in construction has owned 3-H Building Corporation, Lexington Homes, Concord Homes, and Lexington Homes, once again. By the way, Ms. Magafas is the long-time secretary of Mr. Benach. So, from the very beginning, Lexington Homes,LLC, which is one of several entities related to FAPLLC, has been and is the owner of the property.

In August 2006, there is communication between Mr. Robert Hupp, then Director of Community Development for the City of St. Charles, and Mr. Charles Hanlon of Land Vision, Inc. about doing a land use recommendation plan for Applied Composites and surrounding properties. At the September 11, 2006 Planning and Development Committee meeting Mr. Hupp told the Committee, "It was determined that with the potential for redevelopment of the former Applied Composites site it would be a good time to do a land use study for the property." In recommending Land Vision to do the study, Mr Hupp said, "The consultant being recommended is also being employed by the developer of the site for their

Site Plan design...and the developer has agreed to reimburse the City for the cost of the study ($29,457)." The study was approved by the City Council at its September 18, 2006 meeting. So, Land Vision was working for both the City and Lexington Homes and yet it was really only being paid by the developer. Now, that may not be illegal, but it certainly seems like there would have been a conflict of interest. It would be almost impossible for any person or agency in that position to do a fair and objective job.

In the proposal between Land Vision and the City of St. Charles, among the objectives listed was one that stated, "Provide strategies that provide for quality residential growth, positive environmental impacts, and general protection of the quality of life in the neighborhood." What I read there is that it was predetermined that the best use of the former Applied Composites property would be residential development rather than manufacturing or any other option. The validity of the 'study' was compromised from the very beginning because Land Vision was working for Lexington Homes; and Lexington Homes wanted to build houses and townhouses on the site.

Another stated objective was to, "Involve St. Charles stakeholders—residents, property owners, business people, open space advocates, and municipal officials—in the planning process in a meaningful way." Yes, there would be a couple of meetings where they would solicit opinions from the area residents, but those opinions were not reflected well in the final document that became the Comprehensive Plan Amendment of 2007. None of the residents who were present and involved wanted to see the density of housing that Lexington Homes eventually proposed for the site and none of them wanted to see townhomes or rowhomes there either. And as I will show later, even the input of the St. Charles Plan Commission members was ignored by the consultant. Ironically, the proposal contains this statement, "The objective of our project approach is to encourage stakeholders to articulate their vision, aspirations, expectations and desires for the future of the neighborhood; to generate enthusiasm for the vision; and to generate support for the planning process after the recommendations are adopted." Given the outcry from the neighborhood and the petition signed by 400 stakeholders against the Lexington Homes proposed PUD for the Applied Composites property, it would appear that objective was not met. In fact, one could easily say that involving the neighborhood stakeholders was nothing more than window dressing; nothing more than a failed attempt to give the actual process an air of legitimacy.

On February 15, 2007, an open house was held at Thompson Middle School for the stated purpose of gathering feedback regarding land use recommendations for the area including and around the Applied Composites site. The open house was attended by about 70 residents. In talking with those who attended, Lexington Homes displayed drawings and plans for possible units but kept stating that they had no firm development proposal. This reinforces the idea that the process was a sham because while the consultant and the City were stating that they wanted the public's input, the stakeholders were basically being told that residential was what they were going to get.

Attendees had concerns about the planning process, the clean-up of the property, the traffic that would be generated by a residential proposal, whether anything other than residential was being studied/recommended, and the number of children that would be added to District 303 schools by a

residential project. Some attendees wanted to see the property remain as a manufacturing site, some wanted to see it become park land, some wanted to see part of the property used for offices and businesses, some wanted there to be housing for seniors and the disabled, if it was going to be residential. Most felt it was important to keep the street grid in place. Some wanted to see a road connection to the north into the Timbers subdivision. Basically, none of the public input mattered because it was predetermined what would be there and the public's voice was not going to be heard.

The City of St. Charles hosted a meeting on April 4, 2007 at the Municipal Center to provide residents "an additional meeting to ask questions, voice concerns, and offer ideas on the future of this area (Applied Composites)." The City went on to state in its letter to property owners, "If it is to be redeveloped for residential use, how much density is appropriate? Should it match the surrounding neighborhoods to the south?" The public was told its feedback would be used in deciding how to amend the Comprehensive Plan. At the end of the day, the public's feedback meant nothing because the Comprehensive Plan Amendment reflected relatively little of what the public wanted to see.

At the April 9, 2007 meeting of the Planning and Development Committee, Mr. Hupp told the Committee about the two meetings. He commented, "there was a good turn out of the neighbors and...that their comments and concerns were noted and the consultants are reviewing those comments to see how they can be addressed." Evidently, the consultants didn't feel that the public's input was worth much because most of it was ignored in putting the Comprehensive Plan Amendment together. And Mr. Hupp gave the Aldermen, who made up the Planning and Development Committee at that time, the impression that the final result would reflect what the public wanted.

Perhaps even more revealing than the City's and the consultant's actions is an article dated April 5, 2007 that appeared on Chicago Real Estate Daily.com, a Crain's Chicago Business affiliate. The article entitled, "Homebuilding Veteran Launches New Venture" is about Mr. Ronald Benach. He talks about how he is the Chairman of the Board of the relaunched Lexington Homes, LLC, which was created in 2006. He speaks about developments that they have under way and future ones planned in St. Charles and Des Plaines. So, before the public input could even be digested, before the consultants could finish their study, before the Comprehensive Plan Amendment could even be drafted, and before the Amendment could even be approved by the City, Mr. Benach is not only confident that Lexington Homes will be building a residential complex in St. Charles but he is bragging about it. Why the confidence? Because he is paying the consultant, he knows what the Comprehensive Plan Amendment is going to allow before it is ever put on paper.

On October 2, 2007, a draft of the Comprehensive Plan Amendment was brought before the St. Charles Plan Commission " to obtain public comment at an informal setting." The Chairman of the Commission said, "This amendment needs to focus on future land use for this area and be creative in the transportation connection to address traffic needs...incorporating into the Comprehensive Plan a future roadway connection across the railroad line to the north." Mr Hupp, "agreed this is the time to address as a text statement whether more future street connections should be considered." Mr. Spear, Secretary of the Plan Commission stated that the lot sizes in any new residential project should be comparable to surrounding neighborhoods. Mr. Anderson, a Commission member, reiterated what the

Chairman had suggested that there be a connection at Sixth Street and Sedgewick Circle. Mr. Lencioni Vice Chairman of the Commision, agreed .

The St. Charles Plan Commission met again on November 6,2007. The draft Amendment to the Comprehensive Plan was again on the agenda. Once again several members of the Commission commented on the importance of including a street connection to the north of the Applied Composites property. Mr. Spear suggested looking at the right-of-way for old Route 31, as a possibility. In their motion recommending approval of the draft Amendment, the Plan Commission stated, "In addition, potential roadways and bikeway connections to the north of the site should be explored." There were two rationale for bringing up this roadway connection to the north: first, to alleviate the burden of traffic on the neighborhoods to the south and second, and more importantly, to conform to the City's Comprehensive Plan, which states that no subdivision should have only one point of ingress and egress. The Timbers subdivision has only one.

When the amendment was presented to the Planning and Development Committee on December 10, 2007, Mr. Hanlon of Land Vision made no mention of the items that the Plan Commission wanted to see changed or amended, and those items were not included in the Amendment. He talked about different types of zoning along Dean Street and State Street, including R2-4 (which is the type that allows the developer to seek such high density on the site). Now had Land Vision really done an objective study they would have noted that the only R2-4 zoning are the parcels on which the two apartment buildings on Dean Street sit. Talk to any residents out there and they will tell you that those buildings are the bane of their existence. If Applied Composites residential development were to meet the median density of the surrounding neighborhoods, there would be no more than approximately 80 residential units there. In fact, the presentation was more like pitch for the future development than it was for a Comprehensive Plan Amendment. In the end the Committee voted to recommend the Amendment and set a public hearing for January 7, 2008.

At the January 7, 2008 City Council meeting, the truth finally came out that the property "was purchased by a developer. Representatives of this developer advised the City that they were considering residential development of the site." So, the very genesis of the study, which became the Amendment was not as Mr. Hupp previously stated because the City thought the time was ripe to do one, it was because the developer/purchaser of the Applied Composites site wanted it done. The amendment was approved by the City Council.

On October 7,2008 at a meeting of the St. Charles Plan Commission, Lexington Homes presented the first of its concept plans for consideration. That plan, the subsequent concept plan, and the actual plan presented in 2011 have all involved a much higher density for the site than anyone from the neighborhoods surrounding the site, than those who participated in the public forums , and than the Plan Commission when it was reviewing the study ever envisioned. No roadway connection to the north, not much open space, failure to maintain the grid pattern of the existing streets, no concern with how the traffic generated by the development would impact the existing neighborhoods.

One question that needs to be answered is: couldn't or shouldn't the City have found a consultant to perform the study, which became the Comprehensive Plan Amendment, who was impartial and who would have been objective in the performance of the study, instead of being biased in favor of its ultimate employer, Lexington Homes.

Another question is why was public advice and input sought to begin with, other than to serve as nothing more than window dressing for an opaque process, if it was going to be completely ignored. One item that was brought up at the public forums and by the members of the St. Charles Plan Commission, and which has come up since then, is a roadway connection to the Timbers subdivision. Yet in the final document there is no mention of this. That is significant because the City's Comprehensive Plan calls for every subdivision to have at least two entrances/exits, which the Timbers subdivision does not have. This would have been the perfect opportunity to correct that situation. So, why did neither the City's staff nor the consultant see fit to include mention of this in the Amendment? Why did they fail to bring it to the Planning and Development Committee? Could it be because the Mayor of St. Charles resides in the Timbers? If this is the reason, it is impossible to avoid the perception that the Mayor feels free to ignore public policy goals when they conflict with his own self-interest. Interesting that he doesn't want his neigborhood impacted while not being remotely concerned with the impact on other neighborhoods, as long as St. Charles gets more rooftops.

The entire process that brought us to the Comprehensive Plan Amendment is why citizens do not bother to get more actively involved --they have the feeling that their voice will not be heard, that the planning process is cut and dried, and that the City will do what it wants regardless of public involvement and participation . In this case, they would be completely correct.

We, the citizens, have been told that this is our Comprehensive Plan Amendment. Actually, nothing could be farther from the truth. This Comprehensive Plan Amendment was bought and paid for by Lexington Homes. Citizen participation mattered not one iota in the formulation of the Amendment. What is even more galling is that Lexington Homes then feels free to ignore what few stipulations and criteria do exist in the Amendment, and bring forth a proposal that violates the letter and the spirit of the Amendment. It is the ultimate irony and the ultimate insult to the community.

City of St. Charles, Illinois
Ordinance No. _____

An Ordinance Authorizing the Mayor and City Clerk to enter into a Certain Lexington Club Development Agreement Regarding the City of St. Charles Lexington Club Redevelopment Project Area

WHEREAS, the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois (the "City") has heretofore determined that it is necessary and advisable for the public health, safety, welfare and convenience of residents of the City that the City undertake a redevelopment project and have heretofore approved a redevelopment plan (the "Plan") and designated a redevelopment project area (the "Project Area") for that portion of the City known as the City of St. Charles Lexington Club Redevelopment Project Area, all as authorized by the Tax Increment Allocation Redevelopment Act, as amended; and,

WHEREAS, it is desirable and in the best interest of the residents of the City for the City to enter into a development agreement (the "Agreement") with St. Charles – 333 North Sixth Street, LLC (the "Developer") regarding a portion of said Project Area, in furtherance of the Plan; and

WHEREAS, the Agreement is on file with the City Clerk of the City and available for public inspection.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois, as follows:

Section 1. That the Mayor and City Clerk be and the same are hereby authorized to execute the Agreement between the City and the Developer, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein, with such changes as are approved by the City Attorney.

Section 2. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this ____ day of _____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:

Ayes:_____
Nays:_____
Absent:_____
Abstain:_____

EXHIBIT "A"

LEXINGTON CLUB DEVELOPMENT AGREEMENT

LEXINGTON CLUB DEVELOPMENT AGREEMENT

This Lexington Club Development Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 2013, by and between the City of St. Charles, a municipal corporation, organized and incorporated under the laws of the State of Illinois and St. Charles – 333 North Sixth Street, LLC, an Illinois limited liability company.

RECITALS

A. Pursuant to the terms of a Redevelopment Plan entitled "Lexington Club Redevelopment Project Area Redevelopment Plan and Project", dated January 10, 2012 (as amended from time to time, hereinafter referred to as the "Redevelopment Plan"), the City designated a certain area within its municipal limits for redevelopment and revitalization. Part of the Lexington Club Redevelopment Project Area which is the subject matter of this Agreement (the "Site") in said Redevelopment Plan is outlined on Exhibit "A" and legally described on Exhibit "B", which Exhibits are attached hereto and made a part hereof.

B. The Redevelopment Plan recites that the Lexington Club Redevelopment Project Area is characterized by conditions which warrant the designation of portions of the area as a "conservation area" and the remaining portions of the area as a "blighted area", as such terms are defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"). The Redevelopment Plan further recites that City is desirous of having the Site redeveloped and revitalized as a vibrant residential district in order to strengthen the City's economic base and enhance the quality of life of the City as a whole.

C. The Developer, in accordance with the Redevelopment Plan, will construct a residential development consisting of up to 102, but not less than 100, two-story townhomes, and up to 28, but not less than 27, single family detached homes and install certain Required Public

Improvements, all as more fully described on Exhibit "C" attached hereto and made a part hereof (the "Project").

D. The City has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, and to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

E. The City is authorized under the provisions of the Act to finance eligible redevelopment project costs in accordance with the conditions and requirements set forth in the Act.

F. To stimulate the redevelopment of the Area, and pursuant to the Act, the corporate authorities of the City passed the following Ordinances: (1) Ordinance No. _____, "An Ordinance Of The City Of St. Charles, Kane And Du Page Counties, Illinois, Approving A Tax Increment Redevelopment Plan And Redevelopment Project For The Lexington Club Redevelopment Project Area"; (2) Ordinance No. _____, "An Ordinance Of The City Of St. Charles, Kane And Du Page Counties, Illinois, Designating The Lexington Club Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act"; (3) Ordinance No. _____, "An Ordinance Of The City Of St. Charles, Kane And Du Page Counties, Illinois, Adopting Tax Increment Allocation Financing For The Lexington Club Redevelopment Project Area" (the Ordinances together with the exhibits appended thereto are sometimes hereinafter collectively referred to as the "Ordinances").

G. The City Council of the City has determined that the construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan.

H. The City Council has further determined that a deviation from the requirements under Chapter 17.18 of the City's Zoning Ordinance pertaining to affordable dwelling units and the

payment or reimbursement of a portion of the Redevelopment Costs, as hereinafter more fully defined, would promote the development of the Project consistent with the purposes of the Act, the Redevelopment Plan, the Ordinances, and this Agreement.

In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1, and this Agreement shall be construed in accordance therewith.

Section 2. Definitions. For purposes of this Agreement, the capitalized terms not otherwise defined in this Agreement shall have the following meanings:

"Applicable Laws" – means any and all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Project as the same may, from time to time, be in force and effect, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq*. the Environmental Barriers Act, 410 ILCS 25/1 *et seq*., and the Fair Housing Act, 42 U.S.C. 3601, *et seq*. and all amendments thereto.

"Area" - means the Lexington Club Redevelopment Project Area, as designated in Ordinance No. _____ of the City.

"Budget" - means the Developer's estimate of the costs of the Project, as more fully described in Section 6 hereof.

"Certificate of Completion" – means a certificate issued by the City in a recordable form upon completion of construction in compliance with the terms and conditions of this Agreement that

certifies the Developer has fulfilled its obligation to complete the Project in compliance with the terms and conditions of this Agreement.

"Certificate of Redevelopment Costs" - means the certificate provided by the Developer to the City in accordance with this Agreement and evidencing Redevelopment Costs incurred by the Developer, as more fully described in Section 9(b) hereof.

"Charges" – means all generally applicable Federal, State and local governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, fees, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the Site, the Project, Developer's business, Developer's income and/or gross receipts and insurance premiums due on any policy or policies of insurance required pursuant to Section 12 hereof.

"City" - means the City of St. Charles, a municipal corporation organized and incorporated under the laws of the State of Illinois.

"Control Documents" – means all of the terms and conditions of this Agreement, the Ordinances, the Applicable Laws, the Zoning Approval Ordinance and each and every exhibit attached to and incorporated in any of the foregoing documents, the Plans and Specifications, and any required permits issued by City or other governmental body, as any of the same may from time to time be duly and lawfully amended.

"Cure Period" – means the period of forty five (45) days after an Event of Default within which the defaulting Party may remedy the default as further described in Section 10(g).

"Developer" - means St. Charles – 333 North Sixth Street, LLC, it successors and assigns, and any trustee under any title-holding trust which shall, during the term of this Agreement, hold legal title to any portion or all of the Site, but not including any subsequent owners of individual residential units.

"Fund" - means the City of St. Charles Lexington Club Redevelopment Project Area Special Tax Allocation Fund.

"Net TIF Proceeds" - means tax funds deposited into the Fund attributable to the parcel identification numbers (P.I.N.s) of the Site, minus those funds paid or set aside pursuant to Section 9(d)(i) and (ii) hereof.

"Party" or "Parties" - means the City and/or the Developer.

"Project" - means the redevelopment project described in Exhibit "C" hereto and the Required Public Improvements.

"Redevelopment Costs" - means eligible "redevelopment project costs" as defined in the Act, and as identified in Exhibit "D" attached hereto and incorporated herein.

"Required Public Improvements" - means the public land improvements, both on-site and off-site, described in the Improvement Agreement and the final engineering plans.

"Tax Increment" - means real estate revenues generated from time to time within the Site, if any, which are attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Site, as certified by the Kane County Clerk.

"Zoning Approval Ordinance" – means the ordinance passed by the City granting the rezoning and special use approval necessary to proceed with construction of the Project, as may be amended from time to time.

Section 3. Developer's Covenants, Representations and Warranties. The Developer covenants, represents and warrants to the City as follows:

(a) *Charges.* Developer shall pay promptly when due all proper and lawful Charges arising or incurred from and after the date hereof with respect to the Site and the Project.

(b) *Organization and Authority.* The Developer is a duly organized and existing limited liability company organized and existing in good standing under the laws of the State of Illinois, and has the authority to enter into, execute, deliver and perform this Agreement.

(c) *Progress Reports.* Until construction of the Project is complete, the Developer shall make quarterly progress reports to the City regarding the Project by the first day of January, April, July and October of each year. Said reports shall include an updated construction schedule and shall be in the form attached hereto and incorporated herein as Exhibit "E".

(d) *Right of Inspection.* The Developer hereby agrees to permit the City's authorized agents and employees to, during the normal business hours, inspect the Project as it is being constructed. If the City desires to inspect an occupied unit once a certificate of occupancy has been issued for said unit, it may only do so upon the agreement of the unit owner or occupant, or as otherwise permitted by law.

(e) *No Discrimination.* The Developer, in connection with the construction of the Project, shall comply with the fair employment/affirmative action provisions set forth in the Redevelopment Plan and as required by the Act and Applicable Laws (as hereinafter defined).

(f) *Miscellaneous Developer Covenants.* (i) The Developer is now solvent and able to pay its debts as they mature; (ii) Developer, upon due inquiry, is unaware of any actions at law, in equity or similar proceedings which are pending or threatened against the Developer, which are reasonably likely to be adversely determined and result in any material and adverse change to the Developer's financial condition, or materially affect the Developer's assets as of the date of this Agreement; (iii) the Developer has or will obtain all required government

permits, certificates, consents (including, without limitation, appropriate environmental clearances and approvals) necessary to permit Developer to construct, occupy and operate the Project; (iv) no default has been declared with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of moneys to which the Developer is a Party or by which it is bound which has not been cured or which is reasonably likely to result in a material and adverse change to the Developer; and (v) there has been no material and/or adverse change in the assets, liabilities or financial condition of the Developer other than as a result of the ordinary and customary conduct of its business; (vi) the execution and delivery of this Agreement by the Developer, and the performance of this Agreement by Developer, have been duly authorized by Developer, and this Agreement is binding on Developer and enforceable against Developer in accordance with its terms; (vii) no consent of any creditor, investor, judicial or administrative body, governmental authority or other Party to such execution, delivery and performance is required; (viii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which Developer is a Party or by which Developer is bound; or (b) violate any restriction, court order or agreement to which Developer is subject.

Section 4. City's Covenants. The City covenants, represents and warrants to the Developer as follows: (a) the City has authority pursuant to the Act to execute and deliver and perform the terms and obligations of this Agreement; (b) the execution and delivery of this Agreement by the City, and the performance of this Agreement by the City, have been duly authorized by the corporate authorities of the City, and this Agreement is binding on the City and enforceable against the City in accordance with its terms; (c) no consent of any creditor, investor,

judicial or administrative body, governmental authority or other Party to such execution, delivery and performance is required; (d) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which the City is a Party or by which the City is bound; or (ii) violate any restriction, court order or agreement to which the City is subject.

Section 5. Remedies Upon Failure To Complete. If the Developer fails to timely comply with the Enrollment Completion Date, or thereafter, the Required Public Improvement Completion Date or the Project Completion Date, as those terms are defined in Section 7(g), in compliance with the terms of this Agreement, then the City will have, but will not be limited to, the right to terminate this Agreement upon written notice to the Developer and cease all reimbursement of Redevelopment Costs not yet reimbursed under this Agreement.

Section 6. Budget; Evidence of Financing. Attached hereto and incorporated herein as Exhibit "F" is the Budget setting forth the Developer's best estimate of the costs of the Project and indicating Redevelopment Costs.

Prior to commencing construction on the Project, the Developer shall submit documentation in a form satisfactory to the City evidencing the Developer's equity contribution to the Project and a commitment from a bank or other financial institution to finance the remaining costs of the Project.

Section 7. Approval and Construction of the Project.

(a) *Zoning.* Construction of the Project is contingent upon the passage of the Zoning Approval Ordinance, a copy of which is attached hereto as Exhibit "G". All provisions of the Zoning Approval Ordinance, as from time to time duly and lawfully amended, are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

Minor changes and authorized administrative changes, as those terms are defined in the City's Zoning Ordinance, may be made regarding the Project without amendment to this Agreement if the City determines, in its sole discretion, that such changes are not inconsistent with this Agreement. Major changes, as defined in the City's Zoning Ordinance, shall not be made without amendment of this Agreement.

(b) *Submission of Final Plat Approval Application; Plans and Specifications; Permit Applications.* Developer shall submit a complete application for Final Subdivision and PUD Plat approval within sixty (60) days following the date the City Council passes the Zoning Approval Ordinance.

Prior to the issuance of the initial building permit for the Project, the Developer shall submit complete building plans, engineering plans and construction documents containing working drawings and specifications to the City for review and approval in such form as the City customarily requires (the "Plans and Specifications") prepared in accordance with the other Control Documents.

The Developer shall also file all required applications and supporting documentation as may be necessary to secure any permit required to be issued by any other unit of government whose approval is a necessary precondition to Developer's right to construct the Project.

(c) *Environmental Remediation.* The Developer shall take all necessary actions to obtain a "Final No Further Remediation" letter or letters from the Illinois Environmental Protection Agency ("IEPA") for the entire Site. Following the issuance of "Draft No Further Remediation" letter(s) for the Site, as described elsewhere, the Developer shall, on a quarterly basis as part of the progress reports required by Section 3(c) hereof, keep the City apprised of activities it has undertaken in order to obtain the "Final No Further Remediation" letter(s) for the Site.

No building permits shall be issued by the City until (i) the demolition phase of the Project has been completed, (ii) a "Draft No Further Remediation" letter has been issued by the IEPA for the portion of the Project for which permits are requested, and (iii) the Developer's environmental consultant, Huff & Huff, has submitted a certification to the City that the required pre-construction remedial work for such portion has been satisfactorily completed.

(d) *Construction of Project in Conformance with Control Documents.* Developer shall construct the Project in conformance with, and, in connection therewith, shall be governed by, adhere to and obey, the Control Documents.

To the extent required by law, the Developer shall comply with, and shall require its contractor to comply with, the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (the "PWA"). The Developer hereby agrees to indemnify and hold the City harmless from all liability, loss, cost, fine, penalty, interest or other expense, including court costs and attorneys' fees relating to any such judgments, awards, litigation, suits, demands or proceedings that may result from any failure by the Developer or its contractors or subcontractors to comply with the PWA.

(d) *Competitive Proposals for Construction of Project.* The Developer shall cause its General Contractor to obtain competitive proposals from at least three (3) qualified firms for contracts regarding work comprising the Redevelopment Costs, and shall prepare a written memorandum documenting its reasons for selecting the successful firm.

(e) *Diligence.* Developer shall, after obtaining all required approvals, construct the Project with due diligence. At the time of application for Final Subdivision and PUD Plat approval, as referenced in (b) above, the Developer shall submit its anticipated construction schedule.

(f) *Covenant to Construct all Required Public Improvements.* The Developer shall cause the Required Public Improvements to be constructed by the Required Public Improvement Completion Date, as defined in subsection (g) below. Prior to the issuance of the first building permit for the Project, the Developer shall submit an executed copy of the City's standard Developer's Undertaking/Improvement Agreement (the "Improvement Agreement") and submit the financial guarantee/performance security required therein.

In addition to the on-site Required Public Improvements, the Developer shall construct the following off-site Required Public Improvements:

(i) Installation of a 10 inch water main generally along Mark Street from 6th Street to 9th Street, along 9th Street south to State Street, continuing to the existing 10" water main near Dean Street, to complete a 10" water main loop through the Site.
(ii) Full improvement of 9th Street from State Street north into the Site, improved to the same standards as the streets within the development, including curb and gutter, storm sewer, sidewalks, street trees, and street lighting.
(iii) Installation of a 5 ft. wide sidewalk on the north side of State Street, between 9th and 7th Streets, connecting to existing sidewalks at both intersections.
(iv) Installation of missing sidewalk segments on 7th Street north of State Street.

With respect to the Developer's offsite extension and installation of the approximately 800 feet of ten inch (10") water main along the west side of 9th Street and the north side of State Street, as identified on the preliminary engineering plans approved as part of the Zoning Approval Ordinance, the City shall reimburse the Developer for the actual cost to install the portion of the water main located offsite, subject to the limitations, terms and conditions of the Zoning Approval Ordinance.

Upon completion of any Required Public Improvement and, further, upon (i) receipt and approval of record drawings by the City, and (ii) the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Required Public Improvement has been completed in conformance with the Plans and Specifications, the City shall, within thirty (30)

days after the City receives the aforesaid certification from the Developer's engineer, either (i) finally accept said Required Public Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Required Public Improvement, specifically citing sections of the Plans and Specifications relied upon by the City.

Should the City reject any Required Public Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Required Public Improvement such corrections or modifications. The Developer shall cause the Required Public Improvements to be submitted and resubmitted as herein provided until the City shall finally accept same. No Required Public Improvement shall be deemed to be finally accepted until the City shall finally accept same.

In addition to all other requirements of this subsection, for those on-site Required Public Improvements that the Developer is required to convey to the City pursuant to an Improvement Agreement, the City shall not take title until such time as (i) a "Draft No Further Remediation" letter by the IEPA has been issued for the area surrounding such improvement, and (ii) the Developer's environmental consultant, Huff & Huff, has submitted a certification to the City that the required remedial work for such area has been satisfactorily completed.

(g) *Time for Completion.* The Developer shall complete the following components of the Project no later than the dates hereinafter provided:

(i) Site Remediation Program Enrollment: The Developer shall perform all things necessary and appropriate to cause the Project to be enrolled with the IEPA in a Site Remediation Program within 240 days following the date the City records the Final Plat of Subdivision ("Enrollment Completion Date").

(ii) Required Public Improvements: The Developer shall substantially complete all Required Public Improvements by October 15, 2016. For purposes of this subsection, "substantially complete" means that the construction of all Required

Public Improvements is complete other than: sidewalks, final lift of asphalt, parkway landscaping and punch list items ("Required Public Improvement Completion Date").

(iii) Project Completion: The Developer shall complete construction of the Project no later than December 31, 2021 ("Project Completion Date").

Upon completion of construction of the Project, and at the request by the Developer, the City shall issue a Certificate of Completion in a recordable form indicating that the Developer has completed its obligations under this Agreement. Notwithstanding the foregoing, the Developer shall not be entitled to the Certificate of Completion until such time as a "Final No Further Remediation" letter or letters has or have been issued by the IEPA for the entire Site.

Section 8. Fees. Developer shall pay, in connection with the development of the Project and the construction of the Required Public Improvements, such demolition, building or excavation permit fees, engineering, connection or tap-on fees, charges and inspection fees, any cash in lieu of property donation requirements for school and park purposes or any other permit or license (hereinafter the "Fees") that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City or this Agreement, except to the extent otherwise provided in the Zoning Approval Ordinance.

Section 9. Financing of Project Costs.

(a) *Developer's Cost.* Subject to payment or reimbursement of certain Redevelopment Costs by the City as hereinafter provided, the Developer shall be responsible for the entire cost of constructing the Project. Should the actual cost or expense of construction of any item constituting a Redevelopment Cost be greater than the amount set forth in Exhibit D, the Developer shall be required to pay such excess cost. Notwithstanding the foregoing, if actual costs for a particular line item shown in Exhibit D exceed the line item amount, the City shall reimburse Developer for such excess cost so long as the total amount reimbursed to the Developer does not exceed $6,000,000.

The City reserves the right to examine all records relating to all costs paid by the Developer and to obtain from such consultants or experts as the City determines to be appropriate, such other information as is necessary for the City to evaluate compliance by the Developer with the terms hereof.

(b) *Reimbursement for Redevelopment Costs; Placeholder Note.* Subject to the terms and conditions of this Agreement and the Act, the City hereby pledges Net TIF Proceeds to reimburse Developer for Redevelopment Costs up to a maximum principal amount of $6,000,000. The City shall evidence its obligation to reimburse Developer for such Redevelopment Costs by the execution and delivery of a "Placeholder Note" substantially in the form set forth in Exhibit "H" attached hereto and incorporated herein. The Placeholder Note shall be issued upon execution by both Parties of this Agreement; however, it shall only accrue interest on the outstanding principal balance as evidenced by an approved Certificate of Redevelopment Costs verifying that the requested reimbursement is solely for Redevelopment Costs incurred.

The Certificate of Redevelopment Costs shall include the following information:

(i) a copy of the executed contract(s), agreement(s) for services or purchase order(s) underlying the payment of funds for which the Developer is requesting reimbursement;

(ii) signed sworn statement and a contractor's affidavit listing the subcontractor(s) and material supplier(s) with the total contract price, the amount previously paid, the amount of the requested payment and the balance due;

(iii) certified payroll records;

(iv) partial lien waivers for the amount of the requested reimbursement; and

(v) such other information requested by the City in order to verify that the requested reimbursement is solely for Redevelopment Costs.

The City shall have thirty (30) days from the date of a complete request for issuance to approve said request or to request the Developer to supplement or revise the information submitted.

The Placeholder Note shall bear interest on the outstanding principal amount, as evidenced by approved Certificates of Redevelopment Costs, at the rate of the lesser of (i) the BAA 20-Year G.O. Bond Index as published by Reuters Municipal Market Data on the date of issuance of the Placeholder Note plus 150 basis points or (ii) 6.75% (computed on the basis of a 360-day year of twelve 30-day months). The rate shall be set upon the date immediately prior to the date of execution of this Agreement by the last Party to execute it and shall be fixed for the full maturity of the Note (the "Fixed Interest Rate"). Interest shall not compound.

If there are Certificates of Redevelopment Costs approved in an initial amount of less than $6,000,000 and the Developer subsequently incurs additional Redevelopment Costs, the principal balance of the Placeholder Note shall be increased upon the submission and approval of an additional Certificate of Redevelopment Costs pursuant to the procedure outlined above. Interest shall accrue on the additional principal amount commencing on the date of approval of the additional Certificate of Redevelopment Costs.

The Parties agree that no payments shall be due under the Placeholder Note and that the purpose of its issuance is simply to evidence the City's obligation to reimburse certain Redevelopment Costs to the Developer pursuant to the provisions of this Agreement.

(c) *Retirement of Placeholder Note; Issuance of Note(s).* Upon substantial completion of the Required Public Improvements, as described in Section 7(g)(ii), the Developer shall return the Placeholder Note to the City. The City shall retire the Placeholder Note and issue a note or notes (each a "Note), substantially in the form attached hereto and incorporated herein as Exhibit "I", to the Developer in the same aggregate principal amount and bearing the same interest rate as the Placeholder Note and subject to the other terms and provisions of this Agreement.

If the principal amount of the Note(s) issued to replace the Placeholder Note is less than $6,000,000, and additional Redevelopment Costs are incurred by the Developer, the Developer may submit a request for additional Note(s) upon the same procedures set forth in subsection (b).

The Note(s) shall be payable solely from and secured by a lien on the Net TIF Proceeds.

The Developer acknowledges that no opinion regarding exemption of interest on the Note(s) from federal income taxation will be provided by the City.

The Note(s) shall not constitute a general obligation of the City, nor shall it be secured by the full faith and credit of the City. Interest shall not compound. The Note(s) shall mature twenty (20) years following its date of issuance or December 31, 2036, whichever shall first occur. The Note(s) shall be subject to mandatory redemption, without premium, in whole or in part, on any Scheduled Payment Date (as defined below) to the extent there are Net TIF Proceeds available for such payment. Each Note shall be subject to redemption at the option of the City without premium, as a whole or in part, at any time from and after three (3) years from its date of issuance but only to the extent that there are Net TIF Proceeds available.

The City shall have no obligation to make any payment on any Scheduled Payment Date if the Developer is in default under this Agreement and such payment will be suspended until such default has been remedied. No interest shall accrue during any such period of default.

Each Note shall be dated as of its date of issuance. Interest on each Note shall be payable on February 15th of each year that a Note is outstanding, except that the final payment shall be no later than December 31, 2036 (each hereinafter referred to as a "Scheduled Payment Date"). The Note(s) shall bear interest as follows: (a) any Note(s) issued in exchange for the Placeholder Note, shall bear interest from the date and at the rate indicated in the Placeholder Note, and (b) any other Note, if any, shall bear interest from its dated date at the Fixed Interest Rate.

Net TIF Proceeds shall be applied first to the payment of interest on the Note and then to the mandatory redemption of the Note as provided above. If more than one (1) Note is issued, such payments shall be made on a pro rata basis.

A Note may be (i) assigned or pledged as collateral by the Developer to any senior lender or project financing source, or (ii) upon the City's approval, not to be unreasonably withheld, sold or assigned to a Qualified Investor. Qualified Investor shall mean an Accredited Investor as defined under rule 501(D) of the Securities Act of 1933.

Additionally, and without restriction, the Developer may transfer the Note to (i) any entity controlling, controlled by or under common control with Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer.

In all such cases, the City shall be provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

Transfer of the ownership of a Note to a person other than one permitted by this subsection shall relieve the City of all of its obligations under the Note.

Provided that the Developer is not in default hereunder, the City's obligation to repay each Note shall continue until each Note, including accrued interest, is paid in full, or until the expiration of the term of this Agreement, whichever is earlier. If the Agreement is terminated pursuant to the terms hereof, the City's obligation to repay the Note(s) shall also terminate.

(d) *Utilization of Tax Increment.* The City shall deposit all Tax Increment, as it is received, into the Fund, and shall disburse the same as follows:

(i) First, the City shall pay, or allocate amounts sufficient to satisfy any payments to school districts (currently limited to a maximum of twenty-five percent (25%) of the Tax Increment) and library districts required pursuant to Section 3(q)(7.5) and (7.7) of the Act.

(ii) Next, the City pay, or allocate amounts sufficient to pay amounts sufficient to satisfy: (a) all reasonable or necessary costs incurred by the City (including costs of studies, surveys, the development of plans and specifications, and professional service costs for engineering, legal, financial planning and other similar services) in establishing the Area and in preparing, implementing and administering the Redevelopment Plan and this Agreement, to the extent not otherwise reimbursed; (b) all reasonable or necessary costs incurred by the City in complying with all state and county requirements concerning initial and annual filings and submissions for, and qualifications of, the Area; and (c) all reasonable or necessary costs incurred by the City in maintaining and auditing the Fund as part of the City's annual audit; provided, however, that such amounts paid or allocated shall not exceed $15,000 in each fiscal year.

(iii) Next, the City shall pay, or allocate amounts sufficient to pay, interest on the Note(s) and the mandatory redemption payments on the Note(s).

(iv) Next, the City shall, at its option, pay or allocate amounts sufficient to pay any other costs permitted under the Act, including, but not limited to, optional redemption payments on the Note(s), to the extent permitted by applicable law.

(v) The balance, if any, after the Notes have been fully amortized, shall be paid to the Kane County Collector for distribution to the City and the affected taxing districts for deposit in their appropriate accounts, in accordance with the surplus distribution provisions of the Act.

Section 10. Performance.

(a) *Time of the Essence.* Time is of the essence of this Agreement.

(b) *Unavoidable Delay.* Performance by either Party hereunder shall not be deemed to be in default as a result of unavoidable delays or defaults due to war, insurrection, strikes, lockouts, riots, floods, earth-quakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, acts of the other Party, the act or the failure to act of any public or governmental agency or entity (except that the acts or failure to act of the City shall not excuse performance by the City) or any other like event or condition beyond the reasonable control of the Party affected thereby which in fact interferes with the ability of such Party to discharge their respective obligations hereunder (collectively, "Force Majeure Events"); provided, however, that unavoidable delays shall not include (i) economic hardship or

impracticability of performance, (ii) commercial or economic frustration of purpose, or (iii) a failure of performance by a contractor (unless caused by Force Majeure Events).

In addition, neither the City nor the Developer shall be considered in breach of, or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the City to act under the Ordinances, or perform under this Agreement. The City shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Developer or reduce the Developer's rights or increase its obligations under this Agreement.

The Party seeking the benefit of the provisions of this subsection shall, within ten (10) days after the beginning of any such unavoidable delay, notify the other Party in writing of the cause or causes thereof, and request an extension for the period of the forced delay. Such notice may be given to a mortgagee in possession or seeking to obtain possession or any mortgagee, successor or assign becoming an assignee by foreclosure or deed in lieu of foreclosure.

(c) *No Waiver by Delay.* Unless otherwise provided herein, any delay by a Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder against the other Party shall not operate as a waiver of any such Party's rights or to deprive it of or limit such rights in any way. No waiver in fact made by the City with respect to any specific default by Developer shall be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing. No waiver in fact made by the Developer with respect to any specific default by

the City shall be considered or treated as a waiver of the rights of the Developer with respect to any other defaults by the City or with respect to the particular default except to the extent specifically waived in writing.

(d) *Forum and Remedies.* Upon the breach of this Agreement, any of the Parties hereto may, exclusively in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, by action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained or recover damages for the failure of performance or any of the above.

In the event either Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement, on the part of either Party to be kept or performed, the prevailing Party shall be entitled to recover all actual damages (except consequential damages), costs and expenses, including reasonable attorney's fees incurred therefore. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise of it, at the same time or different times, of any rights or remedies for the same default or for any other default by the other Party, as provided herein.

(e) *Default.* Subject to the Unavoidable Delays provisions set forth above hereof and to provisions for notice as provided herein, failure or delay by either Party to perform any term or provision of this Agreement shall constitute an Event of Default under this Agreement. Furthermore, each of the following acts or omissions of Developer shall also constitute an Event of Default under this Agreement:

(i) Developer transfers (except to subsequent individual residential owners), or suffers any involuntary transfer of the Site or any part thereof, in violation of this Agreement;

(ii) The filing, execution or occurrence of a voluntary or involuntary petition filed seeking any debtor relief, or the making of an assignment for the benefit of creditors by Developer, or Developer's execution of any instrument for the purpose of

effecting a composition of creditors or the adjudication of Developer as bankrupt or insolvent; and

(iii) Developer is in default under any reimbursement of fees agreement between the Developer, or related entity, and the City.

(f) *Notice of Default.* A Party claiming an Event of Default under this Agreement shall give written notice of the alleged Default to the Party alleged to be in Default, specifying the Default(s) complained of by the injured Party.

(g) *Cure Period.* The Party alleged to be in Default shall cure, correct or remedy such alleged Event of Default within forty five (45) days ("Cure Period"). The injured Party may not institute proceedings against the Party in default until the end of the Cure Period. If such Default is cured within such Cure Period, the Default shall be deemed cured. If the Default is one which cannot be reasonably cured within the Cure Period, and if the defaulting Party shall commence curing the same within such Cure Period, the Cure Period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the defaulting Party diligently proceeds therewith; if such Default is cured within such extended period, the Default shall be deemed cured.

(h) *Notification to Mortgagees.* Whenever the City shall deliver any notice of Default to Developer with respect to any alleged Event of Default by Developer hereunder, the City shall at the same time deliver to each holder of record of any mortgage, or grantee under any other conveyance for financing, a copy of such notice or demand, provided City has been advised in writing of the name and address of any such holder. Each such holder or other entity shall have the right to cure or remedy or commence to cure or remedy any such Default after the expiration of the Cure Period subject to the same conditions as are applicable to the Developer pursuant to subsection (g) hereof.

In the event the Developer's Default is not one curable by a mortgagee or holder of other interests under a conveyance by the Developer for purposes of financing acquisition of the Site and

construction of the Project (i.e., insolvency or bankruptcy of the Developer), such holder may request and the City may agree to enter into an assumption agreement with such holder upon such terms as the parties may then agree. Any such assumption agreement shall minimally incorporate this Agreement and all Exhibits attached hereto, together with such other reasonable terms as the parties may agree to secure the City in the prompt completion of the Project and the Required Public Improvements.

(i) *City Right to Cure Defaults.* In the event the Developer defaults in the construction or completion of construction of the improvements contemplated by the Agreement, and such default is also a default under any mortgage, deed of trust, other security instrument or lease-back or obligation to the grantee under any other conveyance for financing the acquisition or financing of the construction, and the holder, lessor or grantee, as the case may be, elects not to exercise its option to cure such default, the City may, after expiration of the notice and Cure Period set forth in subsection (g) above, cure such default, or cause the same to be cured, prior to completion of any foreclosure, termination of lease or other remedial proceeding as a result of such default. In such event, the City, or its nominee, shall be entitled to reimbursement from the Developer, or such other entity, of all reasonable costs and expenses incurred by the City in curing the default (including reasonable attorney's fees).

Section 11. Indemnification. The Developer and the City hereby agree to indemnify, defend and hold harmless the other Party and its officers, agents and employees from and against any losses, costs, damages (except consequential damages), liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorney's fees and court costs) suffered or incurred by such Party arising from or in connection with the failure of the indemnifying Party to perform its obligations under this Agreement. In addition, the Developer

hereby agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorney's fees and court costs) for the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the Project.

Section 12. Insurance and Destruction of Project. Prior to the Developer's commencement of construction of the Project, the Developer shall provide the City with all policies of insurance which the City may reasonably require in forms and coverages, issued by companies and in amounts reasonably satisfactory to the City, including without limitation, comprehensive public liability, workmen's compensation and builder's risk insurance coverage naming the City as an additional insured on said policies.

The Developer shall furnish or cause to be furnished to the City duplicate originals, if requested, or appropriate certificates of insurance evidencing that there shall be in effect on a per project limit basis, comprehensive public liability insurance (covering bodily injury and property damage) in the amount of at least Five Million and no/100ths Dollars ($5,000,000.00) as combined single limits, per occurrence and shall include the City, its officers, agents and employees as additional insureds in all such policies.

All such policies shall also provide for at least ten (10) days prior notice to the City of the cancellation or termination of such policies. The City shall have the right but not the obligation to pay any delinquent insurance premiums hereunder and Developer shall reimburse City for any such payments. Any liability of the City, its officers, agents and employees, for the construction of the Required Public Improvements shall be fully insured under these policies for the limits set forth above. Such insurance shall be maintained in force by Developer until construction of the Required

Public Improvements is completed and accepted by the City at which time the insurance requirements shall pass to the City.

Prior to the completion of the Project, Developer shall cause same to be insured in an amount equal to the full replacement value thereof, such that should any portion thereof be damaged or destroyed by fire or other insurable casualty, sufficient funds shall be available to permit the reconstruction thereof; provided, however, that once the City has accepted the Required Public Improvements, it shall be the City's responsibility to insure the Required Public Improvements. Should the Project be damaged or destroyed prior to completion, the Developer shall either rebuild the Project or repay to the City all moneys paid by the City under the provisions of this Agreement. In the event that the amount of insurance proceeds is in excess of all amounts due to any lender holding a mortgage on the Site, such excess shall be applied toward any amounts due to the City, if any, under the preceding sentence.

Section 13. Developer's Books and Records. Developer agrees that until such time as the Certificate of Completion is issued, the City shall have the right and authority to review and audit, from time to time at the Developer's offices, the Developer's books and records relating to the Project (including, but not limited to, Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts purchase orders, waivers of lien, paid receipts and invoices).

Section 14. Transfers. Prior to the issuance of a Certificate of Completion for the Project and the acceptance of the Required Public Improvements, and other than (a) the transfer of the property or the beneficial interests in the property to an entity owned or controlled by substantially the same persons as Developer, or (b) sales and mortgaging of the sale of individual residential units, the Developer shall not make, create or suffer to be made any sale, transfer,

assignment or conveyance, except regarding financing of the Project, with respect to this Agreement or the Site or the Project, or any part thereof, including without limitation, any transfer or assignment of the beneficial interest in title holding trust or any part thereof, or contract or agree to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Any proposed transferee within the forgoing period shall have the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by the City, to fulfill the obligations undertaken in this Agreement by the Developer. Any such proposed transferee, by instrument in writing reasonably satisfactory to the City and in recordable form, for itself and its successors and assigns, and for the benefit of the City, shall expressly assume all of the obligations of the Developer under this Agreement, shall agree to be subject to all the conditions and restrictions to which the Developer is subject and upon acceptance in writing by the City of such transferee the Developer shall be released from any obligation or responsibility under this Agreement. In the absence of the specific written agreement by the City no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other Party from any obligations as to the Site under this Agreement.

Section 15. Miscellaneous Provisions.

(a) *Real Estate Taxes.* Neither the Developer, nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer, shall, while this Agreement is in effect, directly or indirectly initiate, apply for or seek to reduce the equalized assessed value of any portion of the Site below an amount based upon the purchase price for said portion of the Site.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to, the Developer shall object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint for any year that this Agreement is in effect, provided that the complaint relates to a parcel that is being assessed below an amount based upon the purchase price of said parcel.

The foregoing covenants in this subsection shall be construed and interpreted as an express agreement by the Developer with the City that a major incentive inducing the City to enter into the arrangements and transaction described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Area. This Agreement may be used by the City, in the City's discretion, as admissions against Developer's interest in any tax assessment or related proceeding.

The provisions of this subsection shall not be applicable to the individual owners of any residential units ultimately constructed on the Site.

(b) *Mutual Assistance.* The City and the Developer agree to execute all documents, including permit applications, and to take all appropriate or necessary measures as required by this Agreement, by the Act, by the Ordinances, the statutes of the State of Illinois or of any other governmental agencies as may be applicable thereto in order to properly effectuate the implementation, purpose, intent and spirit of this Agreement and the completion of the Project in accordance with the Control Documents.

(c) *Disclaimer.* Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third Party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Developer.

(d) *Covenants Running with the Land.* It is intended and agreed that all covenants provided in this Agreement on the part of the Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Site, or any part thereof; provided, however, it is not the intent of the Parties that the covenants provided herein shall be binding on the individual owners of any residential units ultimately constructed on the Site.

(e) *Paragraph Headings.* The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret of construe the terms and provisions of this Agreement.

(f) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

(g) *Recordation of Agreement.* The Parties agree to execute and deliver the original of this Agreement in proper form for recording in the office of the Recorder of Deeds, Kane County, Illinois.

(h) *Notices.* Notices herein required shall be in writing and shall be served upon the Parties, either personally or mailed by certified or registered mail, return receipt requested:

If to the City:

City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

with a copy to:	Gorski & Good, LLP 211 South Wheaton Avenue, Suite 305 Wheaton, Illinois 60187 Attn: Ms. Robin Jones
If to Developer:	St. Charles – 333 North Sixth Street, LLC c/o Lexington Homes, LLC 1731 N. Marcey Street Suite 200 Chicago, Illinois 60614 Attn: Mr. Ronald J. Benach
with a copy to:	Rathje & Woodward, LLC 300 E. Roosevelt Road, Suite 300 Wheaton, IL 60187 Attn: Mr. Henry Stillwell or Mr. Tracy Kasson
If to any Mortgagee:	To the person and address designated to the City in writing by the Mortgagee.

A Party's address may be changed from time to time by such Party giving notice as provided above to the other Parties noted above.

(i) *Integration.* This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Developer.

(j) *Amendment.* This Agreement, and any Exhibit attached hereto, may be amended only by written instrument properly executed by the Parties or their successors in interest. Execution of any such amendment by the City shall first have been authorized by the Ordinance or Resolution duly adopted by the corporate authorities of the City.

(k) *Certificate of Continued Effectiveness.* Within ten (10) business days after the written request by Developer, the City shall execute and deliver to any existing or proposed mortgagee, or lessor or grantee a certificate stating that this Agreement is in full force and effect, that neither the City nor Developer are in default under this Agreement and containing such other information as may be reasonably requested by such mortgagee, lessor or grantor.

(l) *Successors and Assignees.* The terms and conditions of this Agreement are to apply to and bind and inure to the benefit of the City, the Developer and their successors and assignees.

(m) *Severability.* If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

(n) *Term.* This Agreement shall be in full force and effect from and after the execution hereof by the last Party to execute the same and shall remain in full force and effect, unless earlier terminated pursuant to any of the terms or provisions of this Agreement, until December 31, 2036. Upon the expiration of the term of the Agreement, the City will provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the term of the Agreement has expired.

(o) *Governing Law.* The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF ST. CHARLES, an Illinois municipal corporation,

By:_____
Mayor

ATTEST:

_____
City Clerk

ST. CHARLES – 333 NORTH SIXTH STREET, LLC, an Illinois limited liability company

By:_____
Its:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald P. DeWitte, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2013.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of St. Charles – 333 North Sixth Street, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that ___ signed and delivered the said instrument as ____ own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____,

2013.

_____
Notary Public

EXHIBIT A

OUTLINE OF SITE

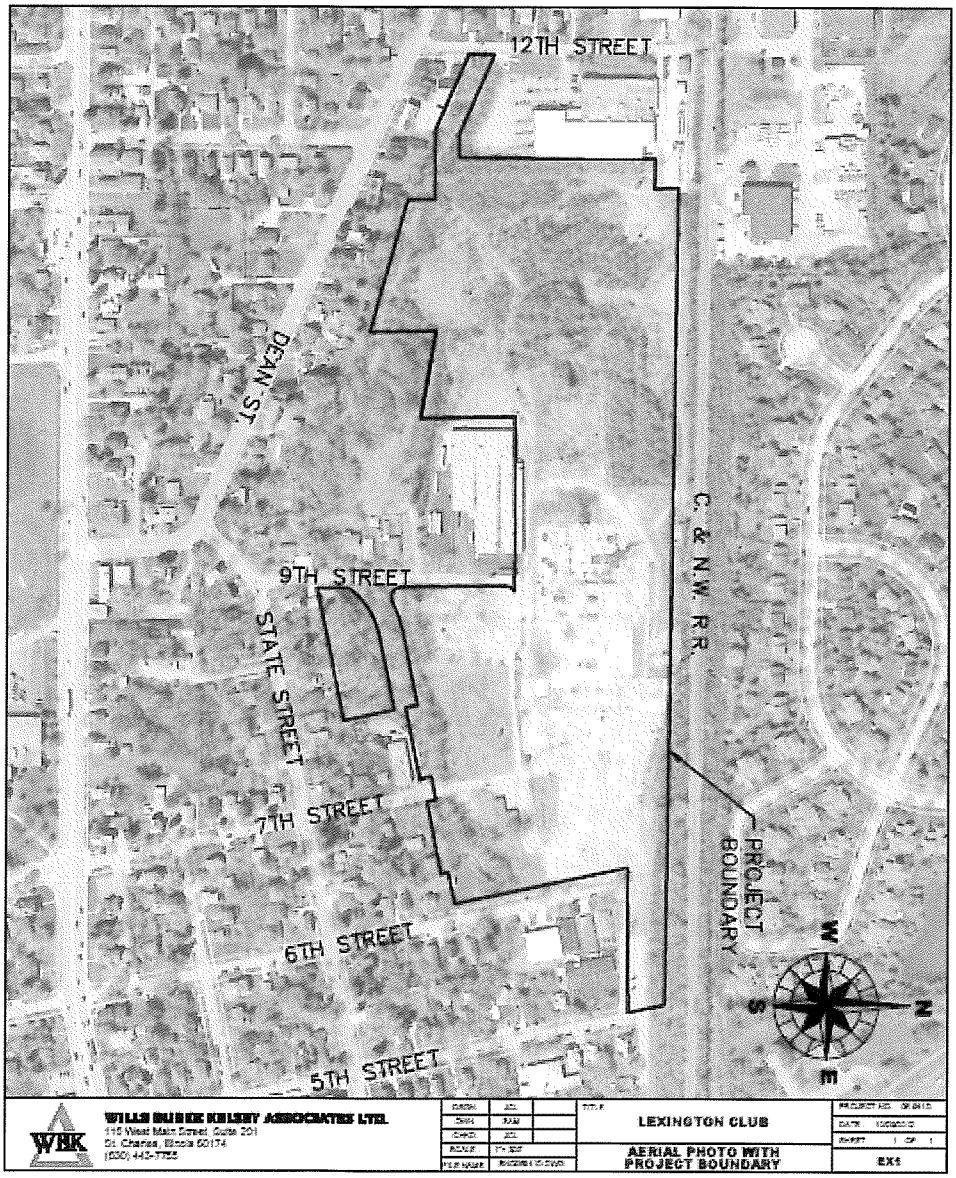


EXHIBIT B

LEGAL DESCRIPTION OF SITE

PARCEL ONE:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET); ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO:
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL THREE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH EAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET 1043 FEET; THENCE NORTH 2 DEGREES, 44 MINUTES, 0 SECONDS EAST 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 149.92 FEET; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 0 SECONDS WEST 135.80 FEET; THENCE NORTH 7.90 FEET; THENCE SOUTH 89 DEGREES, 20 MINUTES, 0 SECONDS WEST 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST 106 FEET; THENCE SOUTH 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES, 34 MINUTES, 0 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 19.73 FEET; THENCE SOUTH 74 DEGREES, 16 MINUTES, 30 SECONDS EAST 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL FOUR:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE EAST 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET, FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST 69 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 10 SECONDS EAST 60 FEET; THENCE WEST 56.84

FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES, 13 MINUTES, 0 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL FIVE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES, 37 MINUTES, 0 SECONDS WEST ALONG THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES, 46 MINUTES, 0 SECONDS EAST 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES, 48 MINUTES, 0 SECONDS WEST ALONG SAID WESTERLY LINE 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES, 37 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SIX:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES, 07 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND 174 FEET; THENCE NORTH 60 DEGREES, 19 MINUTES, 0 SECONDS WEST, 168.19 FEET; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES, 31 MINUTES, 0 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 285 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST 255.77 FEET TO A POINT SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS;

THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION 285.0 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132.0 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 04 MINUTES, 0 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 255.77 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 100.00 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES, 06 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES, 06 MINUTES, 0 SECONDS EAST 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:
EASEMENT FOR PRIVATE ROADWAY RESERVED BY DEED RECORDED JULY 16, 1957, IN BOOK 1855, PAGE 119, AS DOCUMENT 839306, MADE BY HAWLEY PRODUCT COMPANY TO CARL E. SODERQUIST AND SONS FOR THE BENEFIT OF THE NORTH 30 FEET OF LOT 11 IN BLOCK 5 OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES IN PARCEL TWO, OVER THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 535 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE EAST 30 FEET; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 134.45 FEET; THENCE NORTH 1 DEGREE WEST PARALLEL WITH THE WEST LINE OF SAID ADDITION 30 FEET; THENCE SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST 134.45 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL EIGHT:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE

NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 1 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 1 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT C

DESCRIPTION OF PROJECT

The Lexington Club is a proposed 130 unit residential development consisting of a mix of 28 detached single family dwellings and 102 two story townhomes, all to be constructed on the industrial site formerly known as the Applied Composites property.

In addition, there will be a privately-owned park on approximately 22,000 square feet of land, at the northeast corner of the proposed development.

The property is currently a blighted and environmentally contaminated industrial site within walking distance to the downtown. In conjunction with the development, all existing structures have been or will be demolished and the environmental contamination will be mitigated in compliance with all applicable laws and regulations. The Applicant also is proposing to preserve the State Street Creek as well as to bring the property into full conformity with all applicable storm water management and detention requirements.

EXHIBIT D

REDEVELOPMENT COSTS

Lexington Homes
St. Charles Project
Detail of Extraordinary Site Costs
DATE : 4/16/12

Demolition				
TREE CLEARING -			$	24,000
HOMER TREE BID 24,000	$	24,000		
TOTAL =	$	24,000		
DEMO TO DATE			$	166,597
ASBESTOS REMEDIATION (TECNICA ENVIRONMENTAL)	$	89,582		
WELL CAPPING, DOCUMENTATION (LAYNE CHRISTENSEN	$	18,883		
BUILDING DEMOLITION - DOWN TO SLABS (VANCO)	$	58,132		
TOTAL =	$	166,597		
DEMO TO COMPLETE			$	1,016,956
Overhead Wire Demolition	$	651,956		
Fence Removal	$	1,500		
Storm Sewer Removal	$	1,500		
Storm Sewer Structure Removal	$	1,500		
Misc. Building Demolition - guard house, misc.	$	8,000		
Remove Railroad Tracks	$	2,500		
Remove Guardrail	$	2,500		
Pavement Removal	$	12,500		
Removal of PCC slabs, foundations, crush on site.	$	320,000		
Private Electrical Demo	$	15,000		
TOTAL =	$	1,016,956		
Sub-Total Demolition and Clearing			$	1,207,553
CONTINGENCY 10%	$	120,755		
TOTAL DEMO AND CLEARING			$	1,328,308

Leveling of Site Due to Difficult Topography

MASS EARTHWORK			$	464,842
Topsoil Strip to Stockpile	$	42,775		
Cut to Fill	$	267,435		
Topsoil Respread Ponds, Parks	$	35,040		
Subgrade Streets, Backfill Curbs	$	19,592		
Undercut - weak soils, uncompacted fills	$	100,000		
TOTAL =	$	464,842		
EXPORT OF MATERIAL			$	3,120,000
CUT TO EXPORT AT MASS/SEWER SPOIL CCDD ($18/CY)	$	540,000		
CUT TO EXPORT AT MASS NON CCDD ($60/CY)	$	1,800,000		
CUT TO EXPORT AT FOUNDATION DIG CCDD ($18/CY)	$	180,000		
CUT TO EXPORT AT FOUNDATION DIG NON CCDD ($60/CY)	$	600,000		
TOTAL =	$	3,120,000		
Sub-Total Leveling of Site			$	3,584,842
TOTAL LEVELING OF SITE			$	3,584,842

Environmental Remediation			$	1,550,000
Reports, Studies, Documentation to date	$	10,000		
Reports, Studies, Documentation Environmental Anticipated	$	190,000		
Hauling Special Waste (15,000 CY @ $90)	$	1,350,000		
TOTAL =	$	1,550,000		
Sub-Total Environmental Remediation			$	1,550,000
TOTAL ENVIRONMENTAL REMEDIATION			$	1,550,000

Total Demolition, Leveling, and Environmental	$	6,463,150

EXHIBIT E

PROGRESS REPORT

Project: Lexington Club

Reporting Period: Month of _____, 20__

DESCRIPTION OF EXPENDITURE	AMOUNT BUDGETED	AMOUNT EXPENDED THIS REPORTING PERIOD	CUMULATIVE AMOUNT EXPENDED

ANTICIPATED CONSTRUCTION SCHEDULE FOR REMAINDER OF PROJECT:

STATUS OF ENVIRONMENTAL REMEDIATION ACTIVITIES UNDERTAKEN:

Date: _____, 20__.

EXHIBIT F

BUDGET

Lexington Homes
St. Charles Project
Project Budget
EXHIBIT F

Land Acquisition and Assembly		
Site Acquisition	$	3,285,000
Actual Land Carry Costs	$	1,682,914
Subtotal - Land Acquisition and Assembly	$	4,967,914

Site Preparation		
Site Preparation	$	9,055,607
Public Street Improvements	$	230,000
Subtotal - Site Preparation	$	9,285,607

Hard Costs of Vertical Construction		
Direct Costs of Construction - Base Homes	$	20,093,736
Direct Costs of Construction - Upgrades	$	1,393,675
Model Area Dev. Costs	$	490,770
Sub-Total Vertical Construction Costs	$	21,978,181

Soft Costs		
Indirect Construction	$	1,824,480
Sales & Marketing	$	2,280,600
G&A	$	912,240
General Contracting Fee	$	737,512
Corporate Overhead	$	1,576,313
Closing Costs	$	227,901
Loan Fees	$	175,469
Sub-Total - Soft Costs	$	7,734,515
Total Project Costs	$	43,966,218

EXHIBIT G

ZONING APPROVAL ORDINANCE

City of St. Charles, Illinois
Ordinance No. 2013-Z-___

An Ordinance Granting Approval of Map Amendment, Special Use for a Planned Unit Development, and Approval of a PUD Preliminary Plan (Lexington Club PUD)

WHEREAS, on or about December 8, 2009, the Lexington Homes LLC ("Applicant") and St. Charles-333 North Sixth Street, LLC ("Record Owner") filed applications for (i) Map Amendment to rezone the property legally described on Exhibit "A" attached hereto and made a part hereof ("Single Family Parcel") from the M-1 Special Manufacturing District to the RT-3 Traditional Single Family Residential District and to rezone the property legally described on Exhibit "B" attached hereto and made a part hereof ("Townhome Parcel") from the M-1 Special Manufacturing District to the RM-2 Medium Density Multi-Family Residential District; (ii) Special Use for a Planned Unit Development so as to permit a residential development project on the property legally described on Exhibit "C" attached hereto and made a part hereof ("Subject Realty"), with deviations from the regulations of the St. Charles Zoning Ordinance; and (iii) PUD Preliminary Plan for the Subject Realty; and

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development were published on or about July 30, 2011, in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said notice, the Plan Commission conducted public hearings on or about August 16, 2011, September 20, 2011 and October 4, 2011(collectively, the "Public Hearing"), on said application in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said application and all interested parties were afforded an opportunity to be heard; and,

WHEREAS, on October 18, 2011, the Plan Commission made all required Findings of Fact and forwarded them to the City Council together with its recommendation that the relief requested in said petitions be approved subject to the conditions stated therein; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said applications subject to conditions on or about May 14, 2012; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning and Development Committee and has considered the same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

Section 2. That the Official Zoning Map of the City, which is on file in the Office of the City Clerk, is hereby amended by rezoning the property legally described in Exhibit "A" from the "M-1 Special Manufacturing District" to "RT-3 Traditional Single Family Residential District" and rezoning the property legally described in Exhibit "B" from the "M-1 Special Manufacturing District" to the "RM-2 Medium Density Multi-Family Residential District". Said rezoning is based upon Petitioner's application and the evidence presented at the Public Hearing. The City Council hereby finds that the Zoning Map Amendments are in the public interest and adopts the Findings of Fact set forth on Exhibit "D-1" which is attached hereto and incorporated herein.

Section 3. That a Special Use for a Planned Unit Development is hereby granted for the Subject Realty, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended. Based upon the Petitioner's application and the evidence presented at the Public Hearing, the City Council hereby finds that the Planned Unit Development is in the public interest and adopts the Findings of Fact set forth on Exhibit "D-2", which is attached hereto and incorporated herein.

Section 4. That passage and approval of this Ordinance shall constitute approval of the PUD Preliminary Plan, consisting of the following documents:

- Preliminary Site Plan prepared by BSB Design dated 4/18/12
- Preliminary Subdivision Plans prepared by TFW Surveying & Mapping Inc. dated 12/17/10 and last revised 9/6/12
- Preliminary Engineering Plans prepared by Wills Burke Kelsey Associates Ltd. dated 12/17/10 and last revised 10/9/12
- Preliminary Landscape Plans prepared by Pugsley & Lahaie Ltd. dated 11/25/09 and last revised 4/18/12
- Preliminary Architectural Elevations prepared by BSB Design dated 7/21/11, including three sheets of Character Elevations for the detached single-family buildings and two sheets of Character Elevations for the attached single family buildings.

reduced copies of which are attached hereto and incorporated herein as Exhibit "E" (PUD Preliminary Plan), subject to the terms, conditions and restrictions set forth herein and subject to compliance with such conditions, corrections, and modifications as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code.

Section 5. The Subject Realty shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

a. Dwelling Units: A maximum of one-hundred thirty (130) dwelling units may be constructed on the Subject Realty, comprised of one-hundred two (102) attached single family dwellings on the Townhome parcel and twenty-eight (28) detached single-family dwellings on the Single Family Parcel.

b. Single Family Parcel: The development shall comply with the standards of the RT-3 zoning district, except that the following deviations are hereby approved:

   1. The maximum building coverage for one-and-one-half and two-story structures is hereby increased to 45%.
   2. The minimum interior side yard requirement is hereby reduced to 5 feet.
   3. The minimum rear yard requirement is hereby reduced to 25 ft.

c. Townhome Parcel: The development shall comply with the standards of the RM-2 zoning district, except that the following deviations are hereby approved:

   1. The minimum lot area per dwelling unit requirement is hereby reduced to 3,912 square feet.
   2. The minimum front yard requirement is hereby reduced to 15 ft. for corner or building end units, where the garage door for the unit faces the exterior side yard.
   3. The minimum interior side yard requirement is hereby reduced to 9 ft.
   4. The minimum exterior side yard requirement is hereby reduced to 15 ft.; however, no garage door shall be less than 20 ft. from the street right-of-way.

d. Design Review Standards and Guidelines: The development shall comply with the Design Review Standards and Guidelines of Chapter 17.06 of the Zoning Ordinance, and with the following conditions:

   1. Uniform building materials as required by Section 17.06.050(F)(3) of the Zoning Ordinance shall not be required for the townhome buildings, provided that the elevations otherwise conform to the PUD Preliminary Plans.
   2. In addition to the building materials requirements and restrictions listed in Section 17.06.050(F)(1) and 17.06.050(F)(2) of the Zoning Ordinance, all exterior siding materials on buildings constructed on the Subject Realty shall be cedar or equivalent wood or fiber cement siding and trim. Vinyl, aluminum or equivalent material shall not be used for siding or trim.
   3. All garage doors shall be "Designer Series" as shown on the PUD Preliminary Plans or an equivalent with comparable details and glass window panels.
   4. Detached Single-Family building elevations facing exterior side yards or pedestrian access ways (Lots 3, 4, 16, 17, 28 as shown in the PUD Preliminary Plan) shall include architectural detailing equivalent or better than the Character Side elevations shown in the PUD Preliminary Plans.
   5. The PUD Preliminary Plans have identified eight (8) character elevations for the detached single-family buildings and two (2) character elevations for the townhome buildings. The character elevation styles shall be interspersed such that a detached single-family building is not adjacent to more than one of the same

character elevation and the townhome buildings are approximately 50% of each character elevation.

6. Variations to the Character Elevations shown in the PUD Preliminary Plans may be reviewed and approved by the Director of Community Development as an Authorized Administrative Change in accordance with the provisions of Section 17.04.430.C of the Zoning Ordinance. Rearrangement/substitution of townhome unit types within the buildings shall be reviewed as an Administrative Change.

e. Landscaping

1. Perimeter site landscaping and all landscaping shown on common lots shall be reviewed as a part of the Final PUD Plan. All perimeter site landscaping, including any landscape bufferyards, shall be completed for each phase prior to the occupancy of any building, or portion thereof, in the phase.
2. Lot landscaping for the townhomes shall be reviewed as part of the building permit submittals.
3. Final Landscape Plans which provide comparable quality, quantity, and character but do not strictly comply with the Preliminary Plan may be reviewed and approved by the Director of Community Development as an Authorized Administrative Change in accordance with the provisions of Section 17.04.430.C of the Zoning Ordinance.

f. Owner's Association:

The Applicant will create one or more Owners Associations and create a Master Declaration of Covenants, Conditions & Restrictions that clearly identifies all responsibilities of the Owners Associations with respect to the use, maintenance and continued protection of common open space and improvements in the development, including, but not limited to, stormwater management facilities. The Declaration shall also regulate modifications to building architecture following the initial construction of the development. Such Declaration shall be in a form reasonably acceptable to the City and shall be recorded immediately following the recording of the Final Plat of Resubdivision for the Subject Realty.

g. School and Park Contributions:

The Applicant has agreed to convey, and the St. Charles Park District has agreed to accept, the .09-acre parcel fronting on 9th Street shown as Lot 59 on the PUD Preliminary Plan. The remainder of the Park and School contribution shall be provided as cash in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time. If the bedroom count used to calculate the initial cash contribution changes, the amount of the contribution shall be adjusted at the time of building permit.

h. Inclusionary Housing:

The Applicant has requested a deviation to the requirements of Chapter 17.18 of the Zoning Ordinance, Inclusionary Housing, to enable the development to begin construction without designating any affordable units or providing a fee-in-lieu contribution. The deviation request is hereby granted conditioned upon the Applicant executing and complying with the attached Affordable Housing Agreement, attached at Exhibit "F" for the duration of the project build out. In the event the Applicant fails to comply with the Affordable Housing Requirement at any time during the project build out, the requirements of Chapter 17.18 shall apply to the remaining housing units to be constructed.

i. Subdivision Improvements: The following shall be constructed as a part of the initial Land Improvements for the development:

1. Installation of a 10 inch water main as shown on the PUD Preliminary Plans (generally along Mark Street from 6th Street to 9th Street, along 9th Street south to State Street, continuing to the existing 10" water main near Dean Street, to complete a 10" water main loop through the development site). Following acceptance of the water main by the City, the City shall reimburse the Applicant for the actual cost to install the portion of the water main located offsite, including the cost to resurface existing streets which are not required to be reconstructed as a part of the development. Improvements to be reimbursed and the total maximum reimbursement shall be as specified in Exhibit G.
2. Full improvement of 9th Street from State Street north into the development site, improved to the same standards as the streets within the development, including curb and gutter, storm sewer, sidewalks, street trees, and street lighting.
3. Installation of a 5 ft. wide sidewalk on the north side of State Street, between 9th and 7th Streets, connecting to existing sidewalks at both intersections.
4. Installation of missing sidewalk segments on 7th Street north of State Street.

j. Off-site traffic contribution: Prior to the 65th occupancy permit, the applicant shall deposit with the City a cash contribution of $200,000 to be used for off-site street or intersection improvements, at the sole discretion of the City Council.

k. Ryan Street Right-of-Way: As a part of the Final Plat of Subdivision for the project, the City shall vacate the existing Ryan Street right-of-way located east of 9th Street and convey title of the property to the applicant. The City shall retain easements over any public utilities existing in the right-of-way.

l. Future Ryan Street extension: As a part of the Final Plat of Subdivision for the project, applicant shall dedicate right-of-way for a future Ryan Street extension at the western end of the site (shown on the PUD Preliminary Plans as Lot 54). This property shall be maintained by the Owner's Association for the development until such time the street is constructed and accepted by the City.

m. Access Easements: As a part of the Final Plat of Subdivision for the project, the applicant shall provide public access easements for pedestrian paths shown on the PUD Preliminary Plans (paths connecting Ryan Street to 12th Street, Ryan Street to the St. Charles Park District site, and the two paths connecting Mark Street to the railroad right-of-way).

n. Construction Route: Construction related traffic shall access the site by following a route from Main Street, to 9th Street, to State Street to 9th Street into the site. No construction traffic shall utilize Mark Street east of 5th Street; 5th, 6th or 7th Street south of the Subject Realty; or State Street east of 9th Street.

o. Site Cleanup: Complete demolition and clearing of debris and structures and environmental remediation of the property shall occur in accordance with a schedule to be mutually agreed upon by the parties, as set forth in a separate development agreement with the City.

p. The Applicant shall execute a Developer's Undertaking/Land Improvement Agreement in the City's standard form, and tender the security required therein prior to the recording of the Final Plat of Subdivision.

q. Stormwater Special Service Area: Following recording of the Final Plat of Subdivision, the City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Realty. The Record Owner shall not sell or transfer ownership of any portion of the Subject Realty until such Special Service Area has been established. Such Special Service Area shall be of perpetual duration with a maximum rate sufficient to provide for maintenance, repair, and reconstruction of such facilities. Such Special Service Area may provide for maintenance by the City in the event that stormwater management facilities or other facilities are not adequately maintained by the Owner or successors.

Section 6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 7. That this Ordinance shall become effective from passage, approval and publication in pamphlet form as provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ day of _____, 2013.

_____
Donald P. DeWitte, Mayor

Attest:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

APPROVED AS TO FORM:

_____
City Attorney

DATE: _____, 2013

EXHIBIT "A"
LEGAL DESCRIPTION OF SINGLE FAMILY PARCEL

PARCEL TO BE ZONED RT-3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, BEING AN ASSUMED BEARING AND THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, ALONG SAID LAST DESCRIBED SOUTH LINE, 362.12 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF 6TH STREET, AS DELINEATED ON THE PLAT OF T.E. RYAN'S ADDITION TO THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1889 AS DOCUMENT NUMBER 24117, ALSO BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTH 11 DEGREES 43 MINUTES 06 SECONDS EAST ALONG SAID LAST DESCRIBED WEST RIGHT OF WAY LINE, 186.93 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 610.92 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 29 SECONDS WEST, 58.19 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 14 SECONDS WEST, 108.55 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTER LINE OF 9TH STREET, AS DELINEATED ON THE PLAT OF MILLINGTON THIRD ADDITION TO ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1926 AS DOCUMENT NUMBER 272865; THENCE NORTH 00 DEGREES 55 MINUTES 11 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHERLY EXTENSION, 120.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A NON TANGENT CURVED LINE, CONCAVE NORTH, HAVING A RADIUS OF 101.50 FEET, AN ARC LENGTH OF 43.61 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 74 DEGREES 51 MINUTES 47 SECONDS WEST, 43.28 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 60.42 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 75 DEGREES 52 MINUTES 06 SECONDS WEST, 59.88 FEET); THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 58.51 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 00 SECONDS EAST, 140.96 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (A.K.A. UNION PACIFIC RAILROAD); THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 932.55 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, 97.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886 AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 33.30 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "B"
LEGAL DESCRIPTION OF TOWNHOME PARCEL

PARCEL TO BE ZONED RM-2:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET), ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET, 1043 FEET; THENCE NORTH 2 DEGREES 44 MINUTES 00 SECONDS EAST, 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES 34 MINUTES 00 SECONDS EAST, 149.92 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 00 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 31 MINUTES 00 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 135.80 FEET; THENCE NORTH, 7.90 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS WEST, 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST, 106 FEET; THENCE SOUTH, 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES 34 MINUTES 00 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES 34 MINUTES 00 SECONDS EAST, 19.73 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 30 SECONDS EAST, 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE EAST, 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES 13 MINUTES 00 SECONDS EAST, PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST, 69 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, 60 FEET; THENCE WEST, 56.84 FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE, 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
-- TOGETHER WITH --
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES 37 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 46 MINUTES 00 SECONDS EAST, 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES 48 MINUTES 00 SECONDS WEST

ALONG SAID WESTERLY LINE, 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES 37 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

-- TOGETHER WITH --

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES 07 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET, 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND, 174 FEET; THENCE NORTH 60 DEGREES 19 MINUTES 00 SECONDS WEST, 168.19 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 00 SECONDS WEST, 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 29 MINUTES 00 SECONDS WEST, 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES 31 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 01 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION, 285 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 132 FEET; THENCE SOUTH 01 DEGREE 04 MINUTES 00 SECONDS EAST, 255.77 FEET TO A POINT SOUTH 80 DEGREES 02 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 02 MINUTES 00 SECONDS WEST, 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREE 04 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION, 285.0 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 132.0 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 00 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 01 DEGREE 04 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, 255.77 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 100.00 FEET; THENCE SOUTH 01 DEGREE 04 MINUTES 00 SECONDS EAST PARALLEL WITH SAID WEST LINE, 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES 06 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 06 MINUTES 00 SECONDS EAST, 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

-- TOGETHER WITH --

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE

NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 01 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 01 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

-- EXCEPTING THEREFROM ALL OF THE ABOVE --

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, BEING AN ASSUMED BEARING AND THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, ALONG SAID LAST DESCRIBED SOUTH LINE, 362.12 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF 6TH STREET, AS DELINEATED ON THE PLAT OF T.E. RYAN'S ADDITION TO THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1889 AS DOCUMENT NUMBER 24117, ALSO BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTH 11 DEGREES 43 MINUTES 06 SECONDS EAST ALONG SAID LAST DESCRIBED WEST RIGHT OF WAY LINE, 186.93 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 610.92 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 29 SECONDS WEST, 58.19 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 14 SECONDS WEST, 108.55 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTER LINE OF 9TH STREET, AS DELINEATED ON THE PLAT OF MILLINGTON THIRD ADDITION TO ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1926 AS DOCUMENT NUMBER 272865; THENCE NORTH 00 DEGREES 55 MINUTES 11 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHERLY EXTENSION, 120.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A NON TANGENT CURVED LINE, CONCAVE NORTH, HAVING A RADIUS OF 101.50 FEET, AN ARC LENGTH OF 43.61 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 74 DEGREES 51 MINUTES 47 SECONDS WEST, 43.28 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 60.42 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 75 DEGREES 52 MINUTES 06 SECONDS WEST, 59.88 FEET); THENCE NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 58.51 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 00 SECONDS EAST, 140.96 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (A.K.A. UNION PACIFIC RAILROAD); THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 932.55 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, 97.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886 AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 33.30 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "C"

LEGAL DESCRIPTION OF SUBJECT REALTY

SUBJECT PROPERTY:
PARCEL ONE:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET); ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL TWO:
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT
PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL THREE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH EAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET 1043 FEET; THENCE NORTH 2 DEGREES, 44 MINUTES, 0 SECONDS EAST 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 149.92 FEET; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 0 SECONDS WEST 135.80 FEET; THENCE NORTH 7.90 FEET; THENCE SOUTH 89 DEGREES, 20 MINUTES, 0 SECONDS WEST 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST 106 FEET; THENCE SOUTH 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES, 34 MINUTES, 0 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 19.73 FEET; THENCE
SOUTH 74 DEGREES, 16 MINUTES, 30 SECONDS EAST 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FOUR:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE EAST 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET, FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST 69 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 10 SECONDS EAST 60 FEET; THENCE WEST 56.84 FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES, 13 MINUTES, 0 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FIVE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES, 37 MINUTES, 0 SECONDS WEST ALONG THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78

DEGREES, 46 MINUTES, 0 SECONDS EAST 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES, 48 MINUTES, 0 SECONDS WEST ALONG SAID WESTERLY LINE 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES, 37 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES, 07 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND 174 FEET; THENCE NORTH 60 DEGREES, 19 MINUTES, 0 SECONDS WEST, 168.19 FEET; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES, 31 MINUTES, 0 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 285 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST 255.77 FEET TO A POINT SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION 285.0 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132.0 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 04 MINUTES, 0 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 255.77 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 100.00 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES, 06 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES, 06 MINUTES, 0 SECONDS EAST 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

EASEMENT FOR PRIVATE ROADWAY RESERVED BY DEED RECORDED JULY 16, 1957, IN BOOK 1855, PAGE 119, AS DOCUMENT 839306, MADE BY HAWLEY PRODUCT COMPANY TO CARL E. SODERQUIST AND SONS FOR THE BENEFIT OF THE NORTH 30 FEET OF LOT 11 IN BLOCK 5 OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES IN PARCEL TWO, OVER THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 535 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE EAST 30 FEET; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 134.45 FEET; THENCE NORTH 1 DEGREE WEST PARALLEL WITH THE WEST LINE OF SAID ADDITION

30 FEET; THENCE SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST 134.45 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 1 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 1 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "D-1"

FINDINGS OF FACT FOR MAP AMENDMENT

Plan Commission recommendation shall be based upon the preponderance of the evidence presented and the Commission shall not be required to find each Finding of Fact in the affirmative to recommend approval of an application for Map Amendment.

1. The existing uses and zoning of nearby property.

   The property is surrounded by both residential and manufacturing uses and zoning. Areas to the north and south of the site are primarily residential. Areas to the east and west contain a mix of residential and industrial land uses.

2. The extent to which property values are diminished by the existing zoning restrictions.

   It is not known if the existing zoning restriction is diminishing property values in the area. Industrial uses are generally considered to be incompatible with single-family residential uses, which may cause property values surrounding the site to be diminished.

3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.

   The current zoning restriction has not produced any perceptible public benefits during the last 5 years that the property has remained vacant. The property is in a deteriorated state and is environmentally contaminated. Under the existing zoning, the property could be developed with industrial uses that may be incompatible with the surrounding neighborhood, which is primarily residential.

4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification.

   The property is not well suited for industrial use. The property was originally used for industrial purposes because of its proximity to the railroad. The railroad line is no longer active and is in the process of abandonment. Access to the site requires use of minor streets and crossing through a residential neighborhood. The site has limited visibility from any arterial or collector street.

5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.

   Applied Composites closed and vacated the property in 2005. The property has remained vacant. Some of the structures on the site were torn down in 2008 and other structures were recently demolished in 2011. The area surrounding the site is mostly developed.

6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district.

Higher quality and better suited industrial sites surrounded by similar land uses are available elsewhere in the community. The proximity of the property relative to the Downtown area makes the property more desirable for residential use.

7. The consistency of the proposed amendment with the City's Comprehensive Plan.

   In 2008 the City adopted an amendment to the Comprehensive Plan which designated a future land use for the site of "Medium Residential", with a gross density range of 2.5 to 6.5 dwelling units per acre. The proposed zoning districts of RT-2 (net 8.7 du/acre) and RM-2 (net 10 du/acre), after accounting for street rights-of-way and land for stormwater detention, will result in an overall gross density within the range recommended by the Comprehensive Plan.

8. Whether the proposed amendment corrects an error or omission in the Zoning Map.

   No, the proposed amendment does not correct an error or omission in the Zoning Map.

9. The extent to which the proposed amendment creates nonconformities.

   No non-conformities will be created by the Map Amendment.

10. The trend of development, if any, in the general area of the property in question.

    There is no perceptible trend of development in the area. The subject property represents a substantial portion of the land area of the neighborhood and has been vacant for 5 years. The neighborhood surrounding the site is otherwise stable.

EXHIBIT "D-2"

FINDINGS OF FACT FOR SPECIAL USE FOR PLANNED UNIT DEVELOPMENT

From the St. Charles Zoning Ordinance, Section 17.04.410.D.3:
The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

1. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:

   1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.

      The PUD Preliminary Plans provide for a modified grid street pattern connected to existing access locations. The development plan is more "suburban" in layout and building form than recommended in the Comprehensive Plan.

   2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.

      The PUD Preliminary Plans interconnect all existing streets that currently terminate at the site. Complete sidewalks systems connect with the existing sidewalk grid in the neighborhood. Off-site sidewalks will be constructed on 7th Street, 9th Street, and along State Street between 7th and 9th Street to complete the sidewalk grid between the site and the neighborhood. The PUD Preliminary Plans provide recreational facilities in the form of the pedestrian/bike path connections off site to a future regional trail on the railroad right-of-way, a trail to the St. Charles Park District park site, and a trail connecting to 12th Street.

   3. To encourage a harmonious mix of land uses and a variety of housing types and prices.

      The PUD provides residential land uses that are compatible with the adjacent residential neighborhood. The residential land uses are not compatible with isolated industrial properties that adjoin the site. However, the Comprehensive Plan recommends a future land use of "Medium Residential" for the properties at 229 N. 9th Street and 602 N. 12th Street.

      The PUD provides two different housing types within the site, but with limited variation within each category. The PUD does not provide any affordable residential units, which is a requirement of the Zoning Ordinance.

   4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.

      The property has been previously developed. The PUD Preliminary Plans generally leave the State Street Creek and wooded areas south of the creek undisturbed.

5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.

   The PUD Preliminary Plans include engineering plans for infrastructure facilities to serve the site. The plans follow City Code requirements for subdivisions and stormwater management. The Illinois EPA will require that environmental contamination of the property be remediated prior to development for residential use.

6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.

   The Planned Unit Development will facilitate the redevelopment of a vacant site containing obsolete and deteriorated site improvements.

7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.

   Neighborhood meetings were held in 2006 and 2007 to consider the future land use of the subject property. A Comprehensive Plan amendment was reviewed and adopted by the City Council in 2008.

   Consideration of this development as a PUD has allowed a public hearing process and input from neighboring property owners and residents, governmental bodies, and the community. The PUD was discussed during Concept Plan review meetings before the Plan Commission and Planning and Development Committee of the City Council in 2008 and 2009. The Plan Commission held 2 public hearings to review the PUD.

2. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:

   A. Conforming to the requirements would inhibit creative design that serves community goals, or
   B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

   Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

   1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.

      The PUD Preliminary Plans provide recreational facilities in the form of the pedestrian/bike path connections off site to a future regional trail on the railroad right-of-way, a trail to the St. Charles Park District park site, and a trail connecting to 12th Street. Off-site sidewalks will be constructed on 7th Street, 9th Street, and State Street.

   2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.

      The PUD Preliminary Plans will leave the wooded area south of State Street Creek mostly undisturbed.

   3. The PUD will provide superior landscaping, buffering or screening.

The PUD Preliminary Plans provide landscaping in compliance with the City's Zoning Ordinance. Landscape buffering is provided along the property lines adjoining existing industrial uses.

4. The buildings within the PUD offer high quality architectural design.

   The single-family detached houses are traditional in form as recommended by the Comprehensive Plan, however the buildings are uniform in terms of mass and orientation on the lot. Garages are set back from the façade and porches are provided on some elevations. The elevations have varied architectural style treatments.

   The townhome buildings are more suburban in form than recommended by the Comprehensive Plan, with garage entrances on the front elevations. The architectural elevations for the townhomes include more articulation, detailing, and variation in building materials and textures than is required by the Design Standards of the Zoning Ordinance. The PUD proposes elevations with masonry materials that do not continue around the entire building, which deviates from the Design Standard of continuous materials on all elevations. The PUD proposes two townhome buildings containing six units attached in a row, which exceeds the Design Standard maximum of five units attached in a row.

5. The PUD provides for energy efficient building and site design.

   Energy efficient features of the building and site design have not been identified.

6. The PUD provides for the use of innovative stormwater management techniques.

   The PUD Preliminary Plans include a stormwater management system in compliance with City Code requirements. The property is not currently served by a stormwater management system. The detention basins will be naturalized, which can improve water quality.

7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.

   No accessible dwelling units have been proposed as part of the PUD.

8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.

   The PUD deviates from the requirements of the City's Zoning Ordinance with respect to providing affordable dwelling units. The PUD does not include any affordable dwelling units and no fee-in-lieu of constructing the units is proposed. The developer will follow the recommendation of the City's Housing Commission to actively seek grant funding assistance that can reduce the cost of the residential units to a level that is closer to a level considered "affordable" by the City's Zoning Ordinance.

9. The PUD preserves historic buildings, sites or neighborhoods.

   The proposed PUD is not within a Historic District, but is located approximately two blocks from the Central Historic District. The property is a former industrial facility that is located within an older neighborhood which contains two designated Landmark buildings located approximately two blocks south of the subject property. The buildings and other site improvements on the subject property have not been identified as having any unique historic value and have been substantially demolished.

3. The proposed PUD conforms with the standards applicable to Special Uses (section 17.04.330.C.2):

   From the Charles Zoning Ordinance, Section 17.04.430.C.2:
   No Special Use or amendment to Special Use shall be recommended by the Plan Commission unless it finds that the proposed Special Use or amendment to Special Use will conform with each

of these standards. The Plan Commission shall submit its written findings together with its recommendations to the City Council after the conclusion of the Public Hearing, and also may recommend such conditions as it may deem necessary to ensure conformance with these standards.

On the basis of the evidence presented at the public hearing, the Plan Commission shall record its reasons for recommending approval or denial of the petition (findings of fact) in accordance with the following standards:

A. Public Convenience: The Special Use will serve the public convenience at the proposed location.

The location is desirable for residential development due to its proximity to downtown. The Comprehensive Plan recommends more residential housing in close proximity to downtown to enhance the Downtown's viability.

B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.

The following studies have been completed to determine infrastructure improvements necessary to support the development:

- **Traffic Impact Study prepared by KLOA dated September 27, 2011, indicates that adequate access roads will be provided.**
- **Water Supply Modeling Study prepared by Trotter and Associates dated December 27, 2010 indicates that adequate water supply will be provided.**
- **Sanitary Sewer Evaluation prepared by Wills Burke Kelsey Associates dated December 17, 2010 indicates that adequate sanitary sewer utilities will be provided.**

PUD Preliminary Engineering Plans have been reviewed by City staff for compliance with City Codes and Ordinances, including the Kane County Stormwater Ordinance. Based on these reviews, adequate on-site utilities, access roads, drainage, and related facilities have been provided on the plan documents,.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

Evaluations and studies were conducted to identify potential impacts of the proposed development. The studies, which were entered into the record at the public hearing, identified any necessary improvements or measures to be taken to mitigate those impacts, and concluded with these improvements or measures, there would be no negative effect on nearby property.

With respect to traffic, there was significant testimony regarding existing delays encountered for vehicles exiting the neighborhood on to IL Route 64 and IL Route 31. The proposed development is expected to increase these delays. The traffic study for the project concluded that all intersections analyzed would operate at an overall acceptable level of service in 2015 when the project is fully constructed. However, the study also identified that the level of service for individual traffic movements out of the neighborhood and on to IL Route 64 and 31 would be degraded to an unacceptable level for certain locations. The developer will provide a contribution for off-site traffic

improvements in the amount of $200,000 to be used for improvements to these intersections, as determined by the City.

Residential land uses surrounding the subject property are compatible and complementary to the land uses proposed for the PUD. The PUD will not diminish or impair residential property values in comparison to the existing property value and condition of the site.

Existing industrial land uses surrounding the subject property are not compatible with the proposed land uses for the PUD. The isolated industrial properties surrounding the site are already located in close proximity to other residential uses. The industrial properties located immediately to the west and south have existing legal non-conforming building setbacks from the development site. The Zoning Ordinance requires that where two incompatible uses adjoin along a property line, buffering and screening are the responsibility of the more intensive use (the industrial property). Any future development of the industrial sites under the existing zoning will require additional buffering and screening.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Evaluations and studies were conducted to identify potential impacts of the proposed development. The studies, which were entered into the record at the public hearing, identified any necessary improvements or measures to be taken to mitigate those impacts, and concluded with these improvements or measures, there would be no negative effect on surrounding property.

Residential land uses surrounding the subject property are compatible and complementary to the land uses proposed for the PUD, as discussed in Item C. above.

Industrial land uses surrounding the subject property are not compatible with the proposed land uses for the PUD, as discussed in Item C. above.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

Evaluations and studies were conducted to identify potential impacts of the proposed development. The studies, which were entered into the record at the public hearing, identified any necessary improvements or measures to be taken to mitigate those impacts, and concluded with these improvements or measures, there would be no negative effect on surrounding property.

For the reasons stated under Item C. above, further traffic analysis is recommended.

F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The PUD complies will all City Codes, with the exception of any Zoning Ordinance deviations requested through the Planned Unit Development. The City will not authorize the construction of residential dwelling units on the property until the Illinois Environmental Protection Agency issues No Further Remediation letter(s) indicating that the site has been appropriately cleaned of environmental contaminants.

4. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.

The City has adopted policy through the Comprehensive Plan to support development of the subject property with residential uses within a specified density range. The proposed development meets this objective and is within the recommended density range.

5. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

The subject property is classified in the Comprehensive Plan, Future Land Use Map #14 as "Medium Residential." The PUD Preliminary Plans conform to the Future Land Use Designation.

The Comprehensive Plan includes the following Goals and Objectives to be used when evaluating development proposals in this location:

Provide for future redevelopment while preserving the character of the surrounding neighborhood

- *Maintain the existing typology of the surrounding residential neighborhood through the interconnection of streets and similar types of housing styles.*
- *Residential housing in close proximity to Downtown St. Charles is encouraged, to provide residents the opportunity to enjoy downtown amenities and to enhance Downtown's viability.*
- *Provide buffers or transition areas between different uses such as industrial and residential.*
- *Locate any areas of redevelopment that have a higher density away from existing lower density development, and provide appropriate transitions between dissimilar uses.*
- *Avoid land use and street patterns that result in heavy trucks using residential streets to access industrial or retail businesses.*

The development provides interconnected streets. The architectural style treatments are similar to those in the neighborhood; however the building forms are dissimilar to those found in the neighborhood. The development is more regular and uniform than the existing neighborhood.

Higher density townhomes have been located adjacent to the neighboring industrial uses.

Only limited buffers and transition areas have been provided adjacent to the isolated industrial uses on 9th and 12th Streets. The Comprehensive Plan recommends a long term future land use of "Medium Residential" for these properties.

Provide Public open space to serve the neighborhood needs

- *Look for opportunities to address changes to State Street Creek where possible.*
- *Provide for adequate park space to serve local needs.*

No changes are proposed to State Street Creek. Stormwater basins will be constructed north of the creek. Most trees will be preserved on the south side of the creek.

The subject property represents the most significant development site within the neighborhood, and therefore is the only opportunity for a significant park land donation. The St. Charles Park District has acquired the 2.76 acre site located at 229 N. 9th Street, to be called "Belgium Town Park". The Park District will accept a small parcel on 9th Street as a land donation to improve access to the Belgium Town Park site. The rest of the requirement will be met as a cash donation to the Park District that can be used to improve the park.

The City's Subdivision Ordinance requires a land or cash donation based on the expected population of the subdivision (Population of 307, with a requirement at 10 acres per 1,000 population, equals a donation size of 3.07 acres). The park site acquired by the Park District is less than the recommended preferred size for the proposed development. A private park for the residents of the PUD is proposed on the north side of Mark Street between 5th and 6th Streets.

Provide a range of housing that is available, accessible and affordable

- *Maintain the quality of the existing housing stock.*
- *Look for opportunities to add Senior housing to the area.*
- *Require high quality construction for new development.*
- *Promote subdivision design that creates desirable and cost efficient residential neighborhoods.*

The PUD provides two distinct housing types- single-family detached houses and townhome units. No units are specifically designed to be accessible. No units are considered "affordable" by the City's Zoning Ordinance. No units have been designed specifically for senior housing.

In terms of construction and design quality, the proposed townhomes comply with the City's Design Standards, with deviations requested to allow the use of masonry materials on front and side elevations only.

The overall subdivision layout is desirable, but it is unknown how cost efficient the development plan is without comparison to an alternate plan.

EXHIBIT "E"

PUD PRELIMINARY PLANS

56', 58' x 110' SF Lots

No Parking Sign
Pedestrian Access
Utility Access
Pedestrian Access
Dedicated ROW
Park
Vacated ROW
Dedicated ROW
GRIND & OVERLAY

MARK STREET
MARK STREET
RYAN STREET
12TH STREET
9TH STREET
7TH STREET
6TH STREET
DEAN STREET
STATE STREET

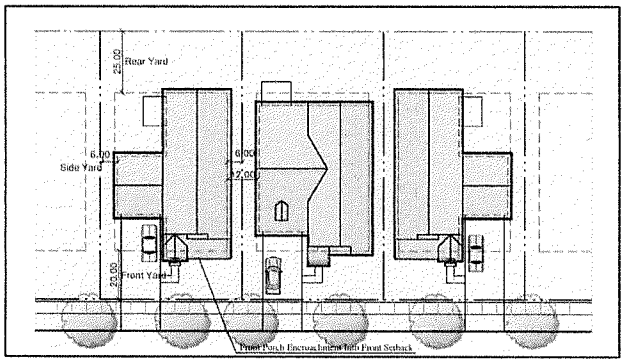
Industrial
future
Detention
Detention
Detention
HOLM INDUSTRY SITE - 2.00 ACRES
FULL DEPTH PAVEMENT RECONSTRUCT
Lot 60
Future Park
Pedestrian Access to 12th Street
creek
2 Story Townhomes
GRIND & OVERLAY
CONNECT TO EXISTING 7TH STREET SIDEWALK
260 Garage Spaces

SITE INFORMATION

Residential Data
28 - Single Family Lots (56', 58' x 110')
102 - Townhomes
130 Total Units
28.70 acres -Gross Total
5.07 acres -Environmental Constraints
23.63 acres -Net Total
Project Density- 5.50 Du/Ac.

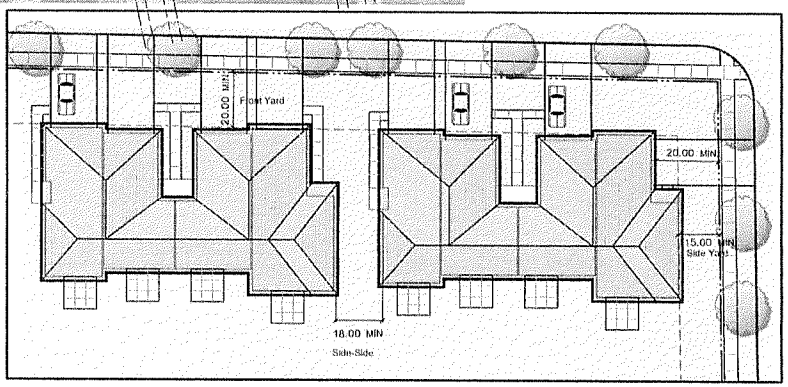
Townhome Lot Area-399,060 SF
Townhome Lot Area/Unit -3,912 SF

Total Parking
260 Off-Street Guest Spaces
(2 Garages Spaces per Unit)
520 Total Spaces (4.00:1)



Typical Single Family Lot Layout

Scale: 1"=20'



Typical Townhome Layout

Scale: 1"=20'

North

Scale: 1" = 80'

0 40 80 160 320

Concept Site Plan

The Lexington Club
St. Charles, Illinois

Date: April 18, 2012

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BSB DESIGN

Lexington Homes
1731 North Marcey Suite 200
Chicago, IL 60614
312-280-0960

CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING
C1	27.50'	23.00'	26.01'	S87°40'25"W
C2	47.95'	23.00'	32.33'	S68°38'44"E
C3	70.30'	215.00'	35.60'	S45°34'30"W
C4	80.02'	214.00'	40.48'	N47°55'54"E
C5	50.97'	152.00'	25.73'	N48°02'25"E

LOT TIE TABLE

TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 61	DISTANCE TO LOT CORNER AT RIGHT ANGLES
1	37.77'	231.69'
2	23.00'	78.01'
3	52.67'	20.98'
4	245.71'	20.98'
5	371.54'	20.98'
6	530.29'	20.98'
7	639.21'	20.98'

TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 63	DISTANCE TO LOT CORNER AT RIGHT ANGLES
8	218.66'	10.00'
9	149.03'	10.00'
10	11.18'	10.00'
11	266.70'	129.80'
12	125.48'	138.11'
13	7.06'	149.13'

TIE NUMBER	DISTANCE ALONG NORTH LINE FROM SE CORNER OF LOT 61	DISTANCE TO LOT CORNER AT RIGHT ANGLES
14	18.76'	10.00'

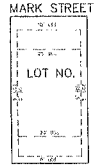
TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 61	DISTANCE TO LOT CORNER AT RIGHT ANGLES
15	13.90'	168.08'
16	146.53'	184.19'
17	14.31'	10.99'
18	144.79'	10.99'
19	283.68'	39.94'

TIE NUMBER	DISTANCE ALONG WEST LINE FROM SW CORNER OF LOT 61	DISTANCE TO LOT CORNER AT RIGHT ANGLES
20	99.74'	14.74'
21	29.66'	144.26'
22	23.94'	199.62'
23	40.01'	46.98'

TIE NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 63	DISTANCE TO LOT CORNER AT RIGHT ANGLES

TYPICAL SINGLE FAMILY SETBACK
LOTS 1-16

TYPICAL SINGLE FAMILY SETBACK
MARK STREET



DEVELOPMENT STANDARDS (MULTI FAMILY)
MINIMUM LOT AREA 1/2 ACRE
MINIMUM LOT WIDTH 100'
MAXIMUM BUILDING COVERAGE 40%
MAXIMUM BUILDING HEIGHT 45'
MINIMUM FRONT YARD 15' FOR CARS
10' FOR GARAGES
MINIMUM REAR YARD 15' NORMAL
10' NORMAL TO GARAGE
MINIMUM SIDE YARD 15' NORMAL TO BUILDING
MINIMUM LANDSCAPE AREA 20% OF 50' TO ABUTTING
LANDSCAPE BUFFER WIDTH 0'

SINGLE FAMILY
MINIMUM LOT AREA 5000 SF
MINIMUM LOT WIDTH 50'
MAXIMUM BUILDING COVERAGE 35%
MAXIMUM BUILDING HEIGHT 35' (2½ WITH PORCH)
MINIMUM FRONT YARD 25' (ENCROACHMENT)
MINIMUM SIDE YARD 5' TOTAL
7' FOR LOT 17
MINIMUM REAR YARD 25'
MINIMUM LANDSCAPE AREA 20%
LANDSCAPE BUFFER WIDTH 0'

AGENDA ATTACHMENT - PARAGRAPHS
A NON-EXCLUSIVE EASEMENT FOR OWNERS AND GUESTS, A MINIMUM REQUIRED FOR AND ADDED TO THE PLAN OVER THE PLAN.
ESTIMATED BY PUBLIC EASEMENTS. PRIVATE IN THE PUBLIC EASEMENT IS PROHIBITED.

NORTH
1" = 30'

TFW SURVEYING & MAPPING INC

LAND SURVEYORS · ENGINEERING · MAPPING · CONSTRUCTION LAYOUT
847-548-6600 FAX 548-6699

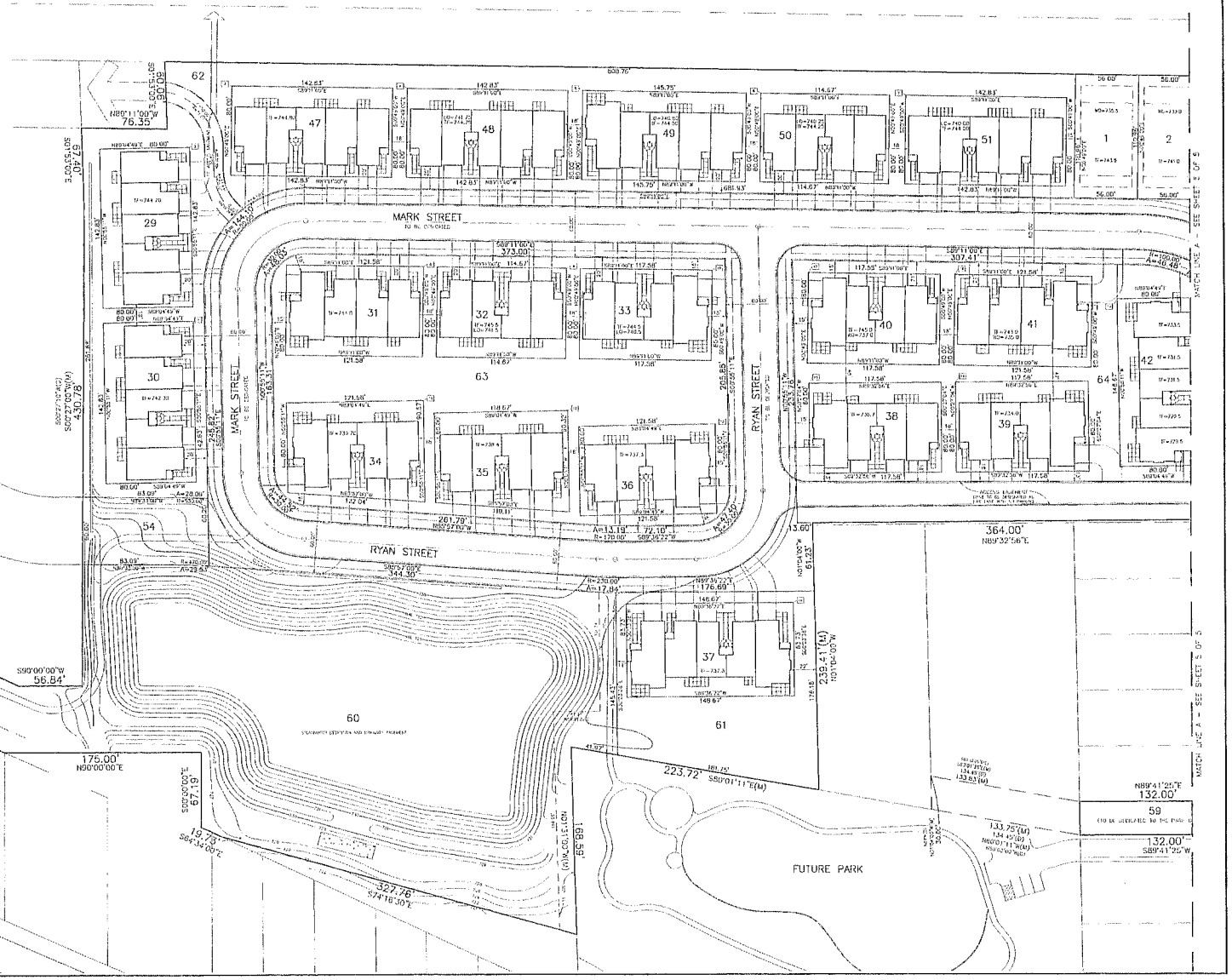
PRELIMINARY PLAN
LEXINGTON CLUB

LEXINGTON CLUB, BEING A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL, MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

A BLANKET EASEMENT FOR PUBLIC UTILITIES, VILLAGE UTILITIES AND DRAINAGE OVER LOTS 55, 61 THROUGH 68 WILL BE GRANTED ON THE FINAL PLAT OF SUBDIVISION.

LOT 54 WILL RECEIVE PUBLIC RIGHT OF WAY IN THE FUTURE WHEN/IF FUTURE ROAD CONNECTION FROM 12th STREET IS CONSTRUCTED

PERMANENT UTILITY EASEMENTS WILL BE GRANTED OVER VACATED RYAN ROAD ON THE FINAL PLAT OF SUBDIVISION.



REVISED: SEPTEMBER 6, 2012 (VILLAGE COMMENTS 8-15-2012)
REVISED: JULY 26, 2012 (BUILDING LOCATIONS 12 & 13 ADDED)
REVISED: JULY 23, 2012 (VILLAGE COMMENTS 6-11-12)
DATE: DECEMBER 12, 2010 (10-12-10)
DRAWN BY: JOSEPH FRILLY
PROJ. NO. 1551
FOR: LEXINGTON HOMES
FILE NAME: 1551 ST. PROJ - ST. CHARLES
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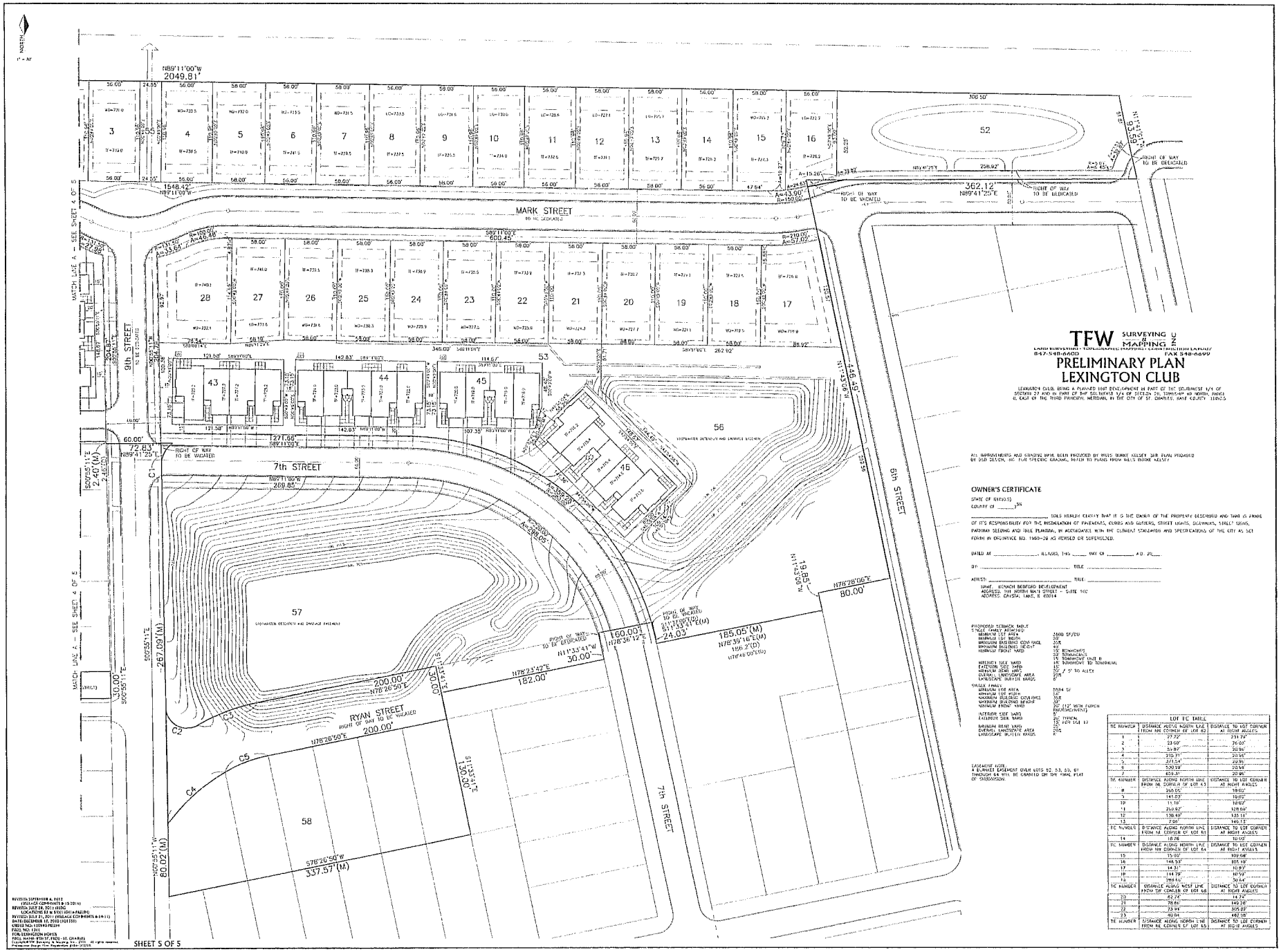
SHEET 4 OF 5



TFW SURVEYING & MAPPING

LAND SURVEYORS • TOPOGRAPHIC MAPPING • CONSTRUCTION LAYOUT

847-548-6400 FAX 548-6499

PRELIMINARY PLAN
LEXINGTON CLUB

LEXINGTON CLUB, BEING A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND IN PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

ALL IMPROVEMENTS AND GRADING HAVE BEEN PROVIDED BY WILES BURKE KELSEY 3YR PLAN PROVIDED BY DGD DESIGN, INC FOR SPECIFIC GRADING, REFER TO PLANS FROM WILES BURKE KELSEY

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF _____ }SS

_____ DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT IS AWARE OF ITS RESPONSIBILITY FOR THE INSTALLATION OF PAVEMENTS, CURBS AND GUTTERS, STREET LIGHTS, SIDEWALKS, STREET SIGNS, PARKWAY SEEDING AND TREE PLANTING, IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY AS SET FORTH IN ORDINANCE NO. 1969-20 AS REVISED OR SUPERSEDED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____ A.D. 20__

BY: _____ TITLE: _____

ATTEST: _____ TITLE: _____

NAME: KENNETH BEDFORD DEVELOPMENT
ADDRESS: 708 NORTH MAIN STREET - SUITE 100
ADDRESS: CRYSTAL LAKE, IL 60014

PROPOSED KENNETH BEDFORD
SINGLE FAMILY DETACHED

MINIMUM LOT AREA	7800 SF/DU
MINIMUM LOT WIDTH	50'
MAXIMUM BUILDING COVERAGE	50%
MAXIMUM BUILDING HEIGHT	40'
MINIMUM FRONT YARD	15' NONCORNER
	20' CORNER
INTERIOR SIDE YARD	5' NONCORNER
	10' NONCORNER UNIT B
	15' NONCORNER TO NONCORNER
REAR SIDE YARD	40'
EXTERIOR SIDE YARD	15'
MINIMUM REAR YARD	30' / 5' TO ALLEY
OVERALL LANDSCAPE AREA	20%
LANDSCAPE BUFFER YARDS	8'

SINGLE FAMILY
ATTACHED

MINIMUM LOT AREA	5994 SF
MINIMUM LOT WIDTH	50'
MAXIMUM BUILDING COVERAGE	50%
MAXIMUM BUILDING HEIGHT	35'
MINIMUM FRONT YARD	20' (12' MIN.-WITH PARAGRAPHS)
INTERIOR SIDE YARD	5'
EXTERIOR SIDE YARD	20' TYPICAL
MINIMUM REAR YARD	30' / 20' FOR TYPE 12
OVERALL LANDSCAPE AREA	20%
LANDSCAPE BUFFER YARDS	8'

EASEMENT NOTE
A BLANKET EASEMENT OVER LOTS 52, 53, 55, 61 THROUGH 64 WILL BE GRANTED ON THE FINAL PLAT OF SUBDIVISION.

LOT TIC TABLE

TIC NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 52	DISTANCE TO LOT CORNER AT RIGHT ANGLES
1	27.72'	231.72'
2	23.00'	76.00'
3	54.89'	20.96'
4	232.71'	20.96'
5	271.54'	20.96'
6	530.98'	20.96'
7	609.31'	20.96'

TIC NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 63	DISTANCE TO LOT CORNER AT RIGHT ANGLES
8	265.05'	19.00'
9	141.03'	19.00'
10	11.18'	19.00'
11	210.92'	128.66'
12	136.40'	135.11'
13	7.00'	146.13'

TIC NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 63	DISTANCE TO LOT CORNER AT RIGHT ANGLES
14	18.78	10.00

TIC NUMBER	DISTANCE ALONG NORTH LINE FROM NW CORNER OF LOT 64	DISTANCE TO LOT CORNER AT RIGHT ANGLES
15	15.00'	109.68'
16	148.53'	105.10'
17	14.31'	10.83'
18	144.79'	10.92'
19	289.63'	50.64'

TIC NUMBER	DISTANCE ALONG WEST LINE FROM SW CORNER OF LOT 66	DISTANCE TO LOT CORNER AT RIGHT ANGLES
20	62.74'	14.73'
21	78.66'	149.26'
22	73.94'	305.02'
23	40.94	482.05'

TIC NUMBER	DISTANCE ALONG NORTH LINE FROM NE CORNER OF LOT 65	DISTANCE TO LOT CORNER AT RIGHT ANGLES

REVISION SEPTEMBER 6, 2013
(VILLAGE COMMENTS 8-15-2013)
REVISED JULY 26, 2013 (BDG
LOCATIONS EX W 8/01/2013 PAULIN)
REVISED JULY 21, 2011 (VILLAGE COMMENTS 6-14-11)
DATE: DECEMBER 15, 2010 (10-12-11)
CROSS REF: 1109-PD PRELIM
FILE NAME: 1109-PD
FCN: LEXINGTON HOMES
FIELD: MATHE-WITH ST. FIELD-ST. CHARLES
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Preliminary Design Plan Regulation plan-10-2010

PRELIMINARY ENGINEERING PLANS
for
LEXINGTON CLUB

ST. CHARLES, ILLINOIS

PROJECT NO: 06-941D

SURVEYOR

TFW SURVEYING & MAPPING, INC.
888 E. BELVIDERE RD., SUITE 413
GRAYSLAKE, IL 60030
(847) 548-6600

PLANNER

BSB DESIGN
3436 N. KENNICOTT, SUITE 100
ARLINGTON HEIGHTS, IL 60004
(847) 705-2200

DEVELOPER

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:

COUNTY: KANE
CITY, TOWNSHIP: ST. CHARLES, ST. CHARLES
SEC & 1/4 SEC NO: 27 & 28

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

AREA – 27.8 ACRES

BENCHMARK

ELEVATION

DESCRIPTION: SEE SHEET GR1 FOR BENCHMARK INFORMATION

EXISTING ZONING: INDUSTRIAL
TOWNSHIP: 40N RANGE: 8E SECTION: 28

NOTE:

WILLS BURKE KELSEY ASSOCIATES, LTD. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

ENGINEER: JOHN W. WITTE, P.E. DATE SEAL

ILLINOIS REGISTRATION NO. 062-058589
EXPIRATION DATE: 11/30/2011

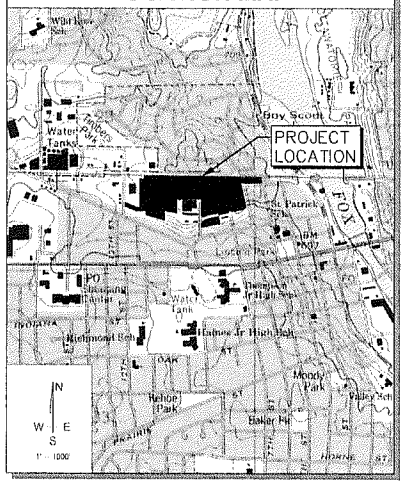
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

PROFESSIONAL DESIGN FIRM NO. 184.000297
EXPIRATION DATE: 4/30/2011

INDEX

SHEET #	SHEET ID	SHEET DESCRIPTION
1	C1	COVER SHEET
2	ET1	EXISTING CONDITIONS AND DEMOLITION PLAN
3	GR1	GRADING PLAN
4	UT1	UTILITY PLAN
5-6	PP1-PP2	PLAN & PROFILES
7-10	TP1-TP4	TREE PRESERVATION PLAN

LOCATION MAP



LEGEND

EXISTING	LINETYPES	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	WATER MAIN (W/ SIZE)	8"
	PIPE TRENCH BACKFILL	
	GAS MAIN	G
	TELEPHONE LINES	T
	ELECTRIC LINE	L
	FENCE	
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
680	CONTOUR	680

STRUCTURES	
SANITARY MANHOLE	
STORM MANHOLE	
CATCH BASIN	
INLET	
SUMP STRUCTURE	
FIRE HYDRANT	
PRESSURE CONNECTION	
PIPE REDUCER	
VALVE & VAULT, VALVE	
FLARED END SECTION	
STREET LIGHT	
UTILITY POLE	
CONTROL POINT	
SIGN	
XXX.XX SPOT ELEVATION	XXX.XX
OVERLAND FLOW ROUTE	
DRAINAGE SLOPE	
GUARDRAIL	
DEC., EVERGREEN, SHRUB & PROPOSED TREE TO REMOVE	

REVISIONS

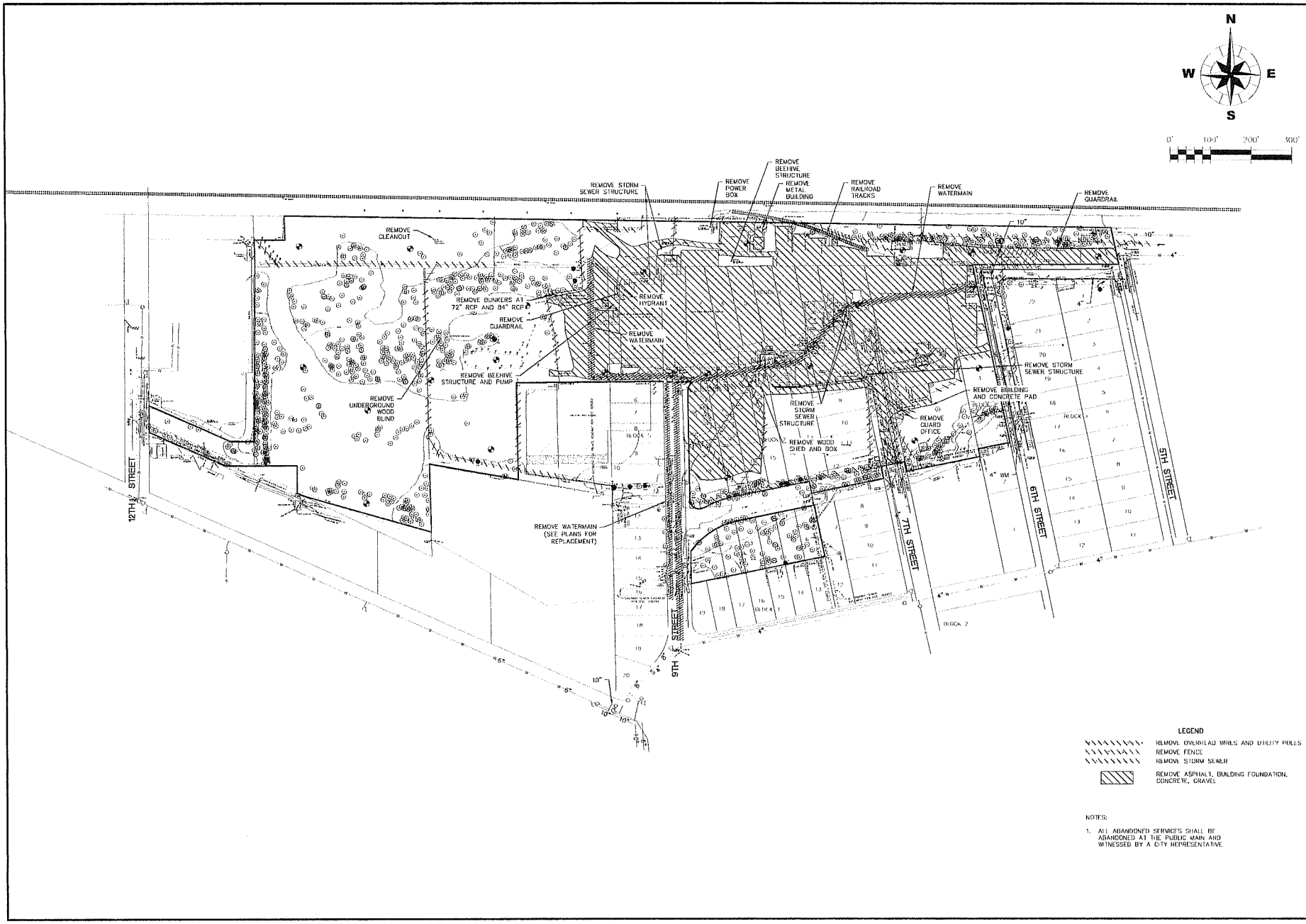
ORIGINAL PLAN DATE: 12/17/2010

#	SHEET #	REMARKS	DATE
1	3-6	REVISIONS PER CITY OF ST CHARLES COMMENTS	09/25/2011
2	3-6	REVISIONS PER CITY OF ST CHARLES JUNE 14, 2011 LETTER	07/20/2011
3	1,3-5,9	UPDATED LAND PLAN - REMOVED ROW HOMES	04/20/2012
4	2-4	UPDATED PER CITY OF ST. CHARLES MEMORANDUM DATED 8/15/12	09/25/2012
5	3,4,6	PER CITY REVIEW MEETING 10/09/12	10/09/2012

LEXINGTON CLUB

WBK
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201, St. Charles, Illinois 60174 (630) 443-7755

FILENAME: 06-941D COV.DWG
JOB NO. 06-941D
SHEET C1 1 OF 10



NOTES:

1. ALL ABANDONED SERVICES SHALL BE ABANDONED AT THE PUBLIC MAIN AND WITNESSED BY A CITY REPRESENTATIVE.

NO.	DATE	NATURE OF REVISION
4	12/20/12	REVISED PER 2-12-EPC/DAS/DEPT/FS
3	10/29/11	PER CITY COMMENTS
2	11/18/10	PER CITY COMMENTS

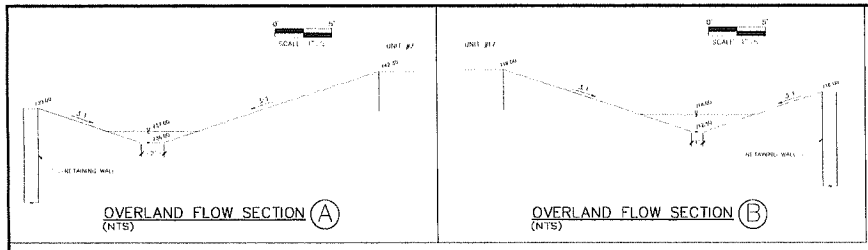
DESCN VRD
DWN EAM
CHKD JCL
SCALE 1" = 100'
06-941D-ET.DWG

TITLE
LEXINGTON CLUB
EXISTING CONDITIONS AND DEMOLITION PLAN

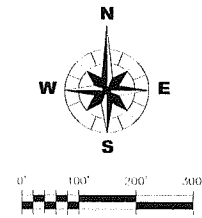
CLIENT
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

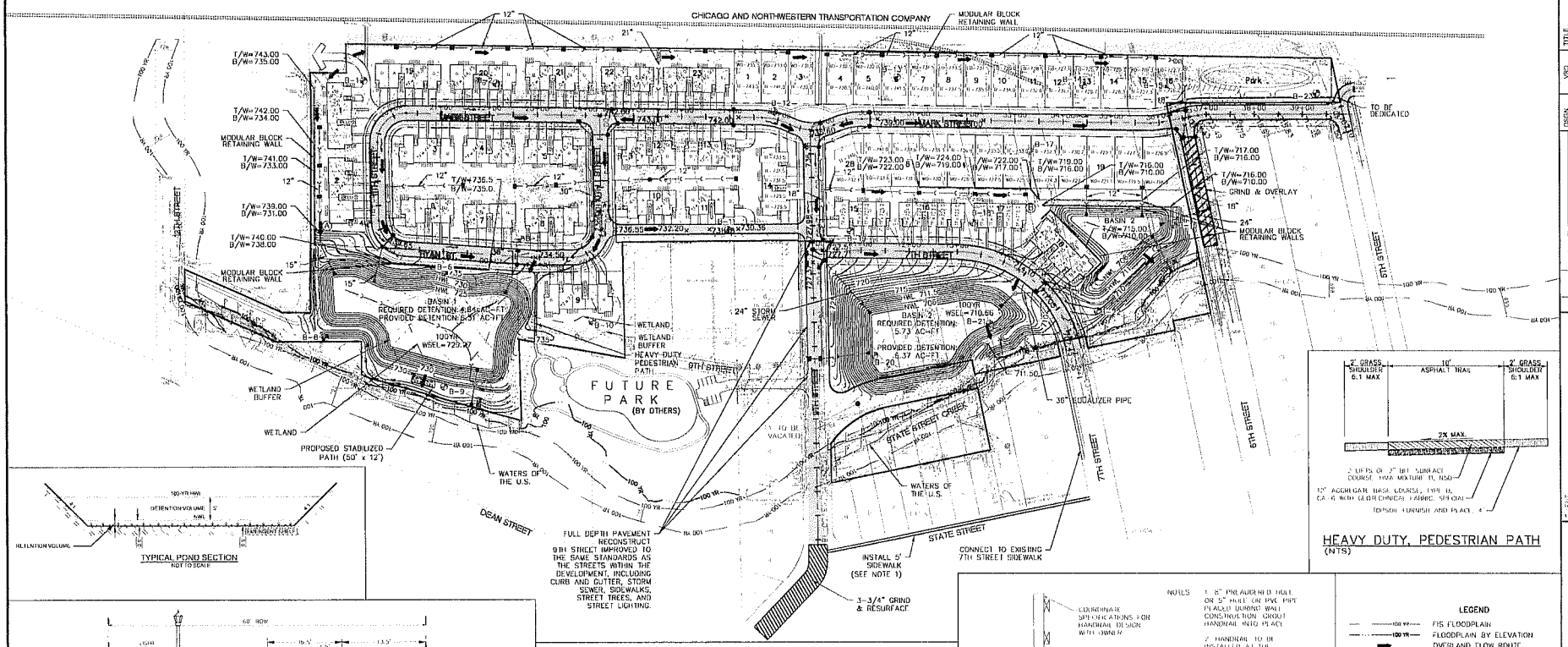
WBK
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

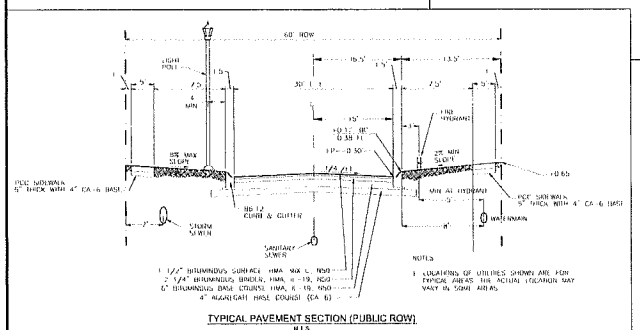
PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 2 OF 10
DRAWING NO
ET1



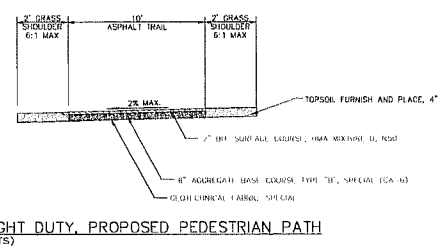
NOTES:
1. THE INSTALLATION OF THE SIDEWALK ALONG THE NORTH SIDE OF STATE STREET IS CONDITIONAL UPON SUFFICIENT R.O.W. AND THAT THE TOPOGRAPHIC FEATURES AND EXISTING CONDITIONS ARE SUCH THAT STANDARD CONSTRUCTION TECHNIQUES CAN BE FOLLOWED WITHOUT INCURRING UNDUE COSTS.



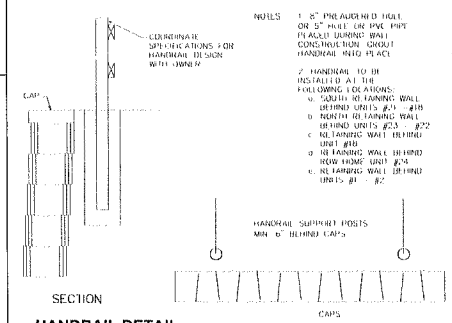




TYPICAL PAVEMENT SECTION (PUBLIC ROW)
NTS



LIGHT DUTY, PROPOSED PEDESTRIAN PATH
(NTS)



NOTES:
1. 6" PREAUGERED HOLE OR 5" HOLE OR PVC PIPE PLACED DURING WALL CONSTRUCTION. GROUT HANDRAIL INTO PLACE.
2. HANDRAIL TO BE INSTALLED AT THE FOLLOWING LOCATIONS:
   a. SOUTH RETAINING WALL BEHIND UNITS #21 - #18
   b. NORTH RETAINING WALL BEHIND UNITS #23 - #22
   c. RETAINING WALL BEHIND UNIT #18
   d. RETAINING WALL BEHIND ROW HOME UNIT #24
   e. RETAINING WALL BEHIND UNITS #1 - #2

HANDRAIL DETAIL
N.T.S.

HEAVY DUTY, PEDESTRIAN PATH
(NTS)

LEGEND

- FIS FLOODPLAIN
- 100 YR FLOODPLAIN BY ELEVATION
- OVERLAND FLOW ROUTE
- ROADWAY DRAINAGE ARROWS
- SOIL BORINGS
- GRIND AND OVERLAY

NOTES:
1. OWNER IS AWARE THAT STREET SIGNS SHALL BE REQUIRED PER THE CITY OF ST. CHARLES CODE.
2. ALL PARKWAYS SHALL BE SEEDED AND PARKWAY TREES PLANTED PER CITY OF ST. CHARLES SPECIFICATIONS.
3. THE UNDERGROUND DETENTION CHAMBER AND THE EMERGENCY OVERLAND FLOOD ROUTES WILL BE PRIVATELY OWNED AND MAINTAINED. ALL STORM UTILITIES IN AND AROUND THE BASINS SUCH AS UNDERGROUND DETENTION CHAMBER, CONTROL STRUCTURES, EQUALIZER PIPES, AND FLARED-END SECTIONS WILL ALSO BE PRIVATELY OWNED AND MAINTAINED.

NO.	DATE	NATURE OF REVISION
5	10/26/12	PER CITY REVIEW MEETING 10/26/12
4	10/26/12	REVISED PER SHEETS 10/26/12
3	10/26/12	UPDATED LAND PLAN-BEAVER RDY HOMES
2	7/20/11	PER CITY COMMENTS
1	12/17/10	PER CITY COMMENTS

DESIGN: VRD
DRAWN: EAM
CHKD: JCL
SCALE: 1" = 100'
06-941D-GR.DWG

TITLE: LEXINGTON CLUB
GRADING PLAN

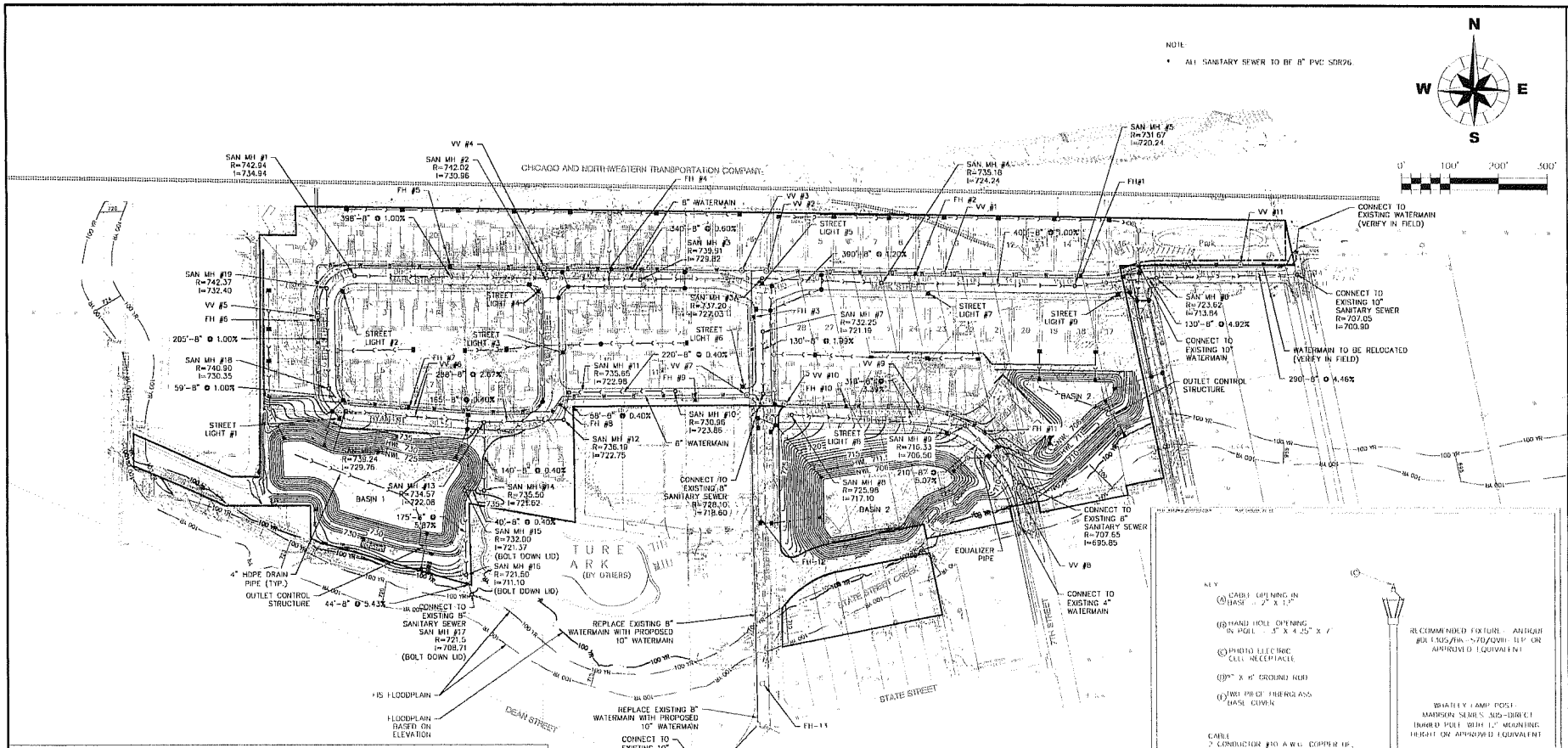
OWNER: LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

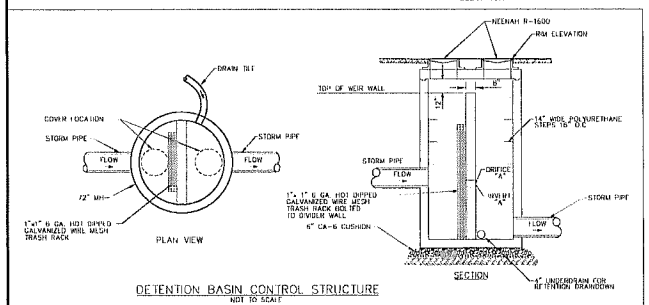
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE: 12/17/2010
SHEET 3 OF 10
DRAWING NO
GR1

NOTE:

* ALL SANITARY SEWER TO BE 8" PVC SDR26.

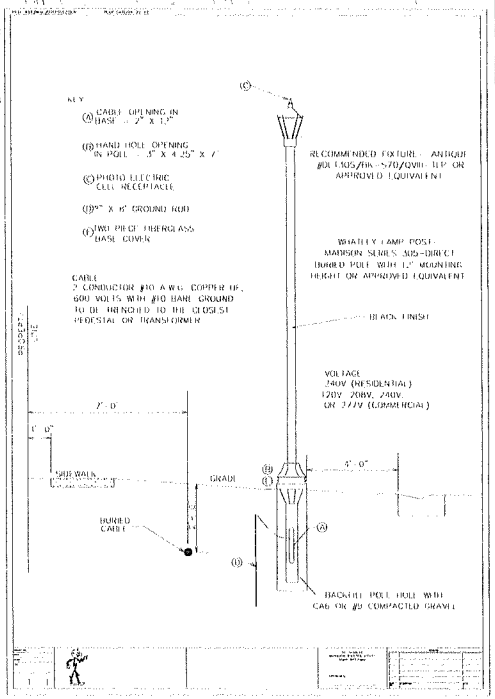




DETENTION BASIN CONTROL STRUCTURE
NOT TO SCALE

SUMMARY TABLE					
BASIN NUMBER	TOP OF WEIR WALL	INVERT "A"	ORIFICE "A" (DIA.)		
#1	730.00	725.00	4.44"		
#2	711.00	706.00	4.56"		

NOTES:
1. ALL SANITARY SEWER MANHOLES AS POINTS OF CONNECTION SHALL BE REPLACED
2. THE 10" WATERMAIN EXTENDED TO STATE AND DEAN STREETS WILL BE INSTALLED AND PAID FOR BY THE DEVELOPER, BUT THE CITY OF ST. CHARLES WILL REIMBURSE THE COST OF THE MAIN TO THE DEVELOPER FROM THE CITY'S GENERAL OBLIGATION FUNDS AND NOT TIF FUNDS.



LEXINGTON CLUB

UTILITY PLAN

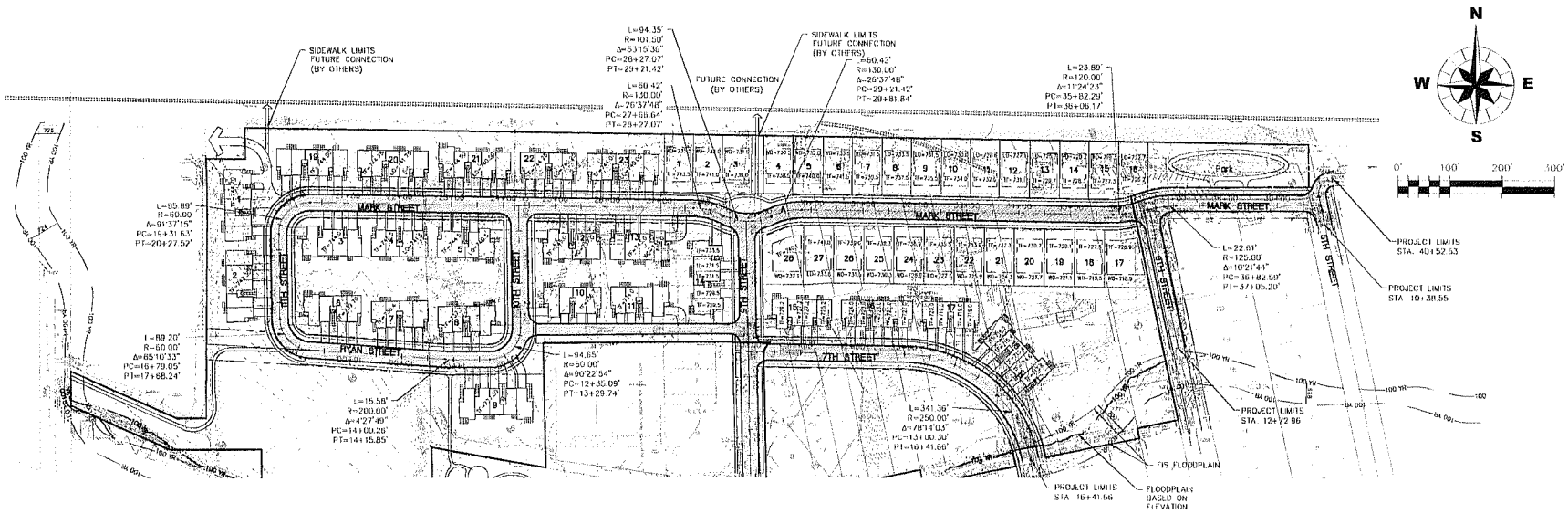
NO	DATE	NATURE OF REVISION
5	11/30/12	PER CITY REVIEW MEETING 10/25/12
4	8/29/12	REVISED PER 8/28/12 CITY MEETING
3	4/20/12	UPDATED LAND PLAN-REMOVED ROW HOMES
2	7/20/11	PER CITY COMMENTS
1	4/15/11	PER CITY COMMENTS

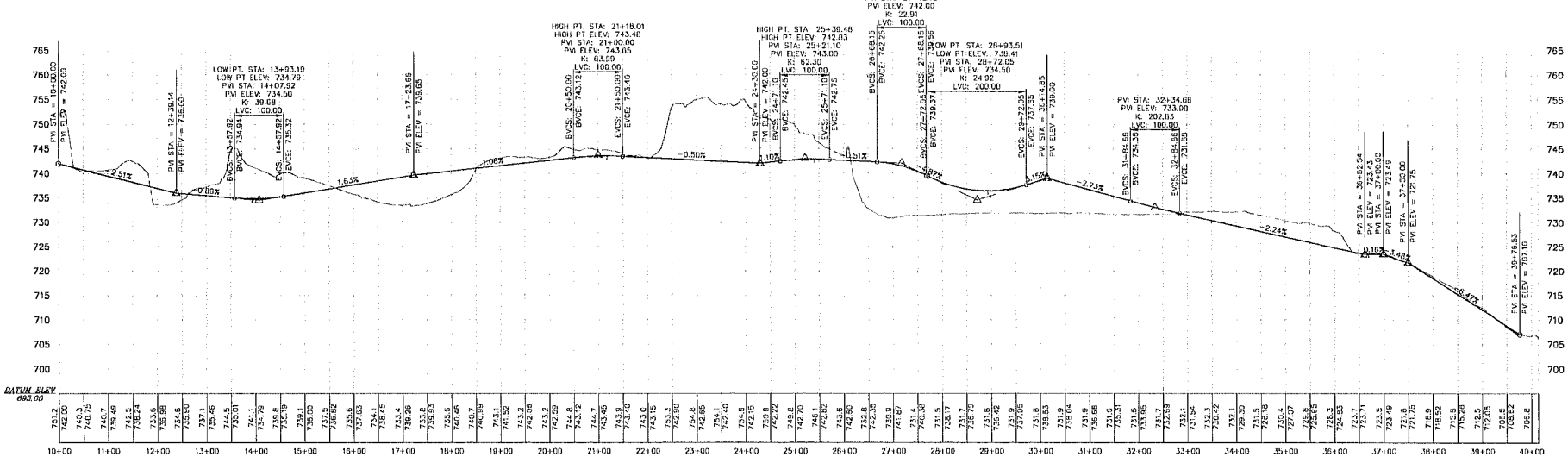
DSGN. VRD
DWN. EAM
CHKD. JCL
SCALE 1" = 100'
06-941D-UT.DWG

OWNER:
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

ENGINEER:
WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2012
SHEET 4 OF 10
DRAWING NO.
UT1





LEXINGTON CLUB

PLAN & PROFILES

NO	DATE	DESCRIPTION	DSGN	DWN	CHKD
3	12/20/12	UPDATED LAND PLAN-REVISED ROW+HOMES	VRD	EAM	JCL
2	7/26/11	REVISED STORMWATER			
1	4/28/11	REVISED PER COMMENTS			

SCALE 1" = 100' H 1" = 10' V

06-5410-PP DWG

NATURE OF REVISION

OWNER

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

ENGINEER

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

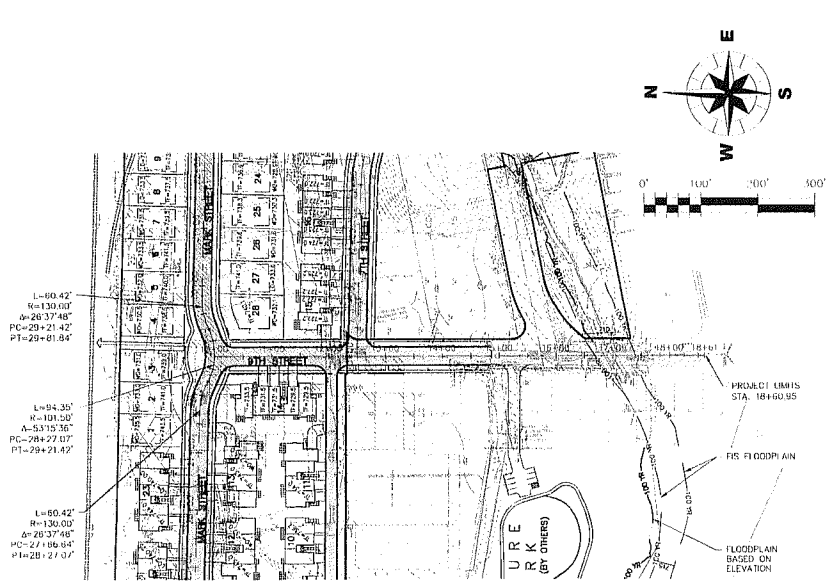
PROJECT NO. 06-5410

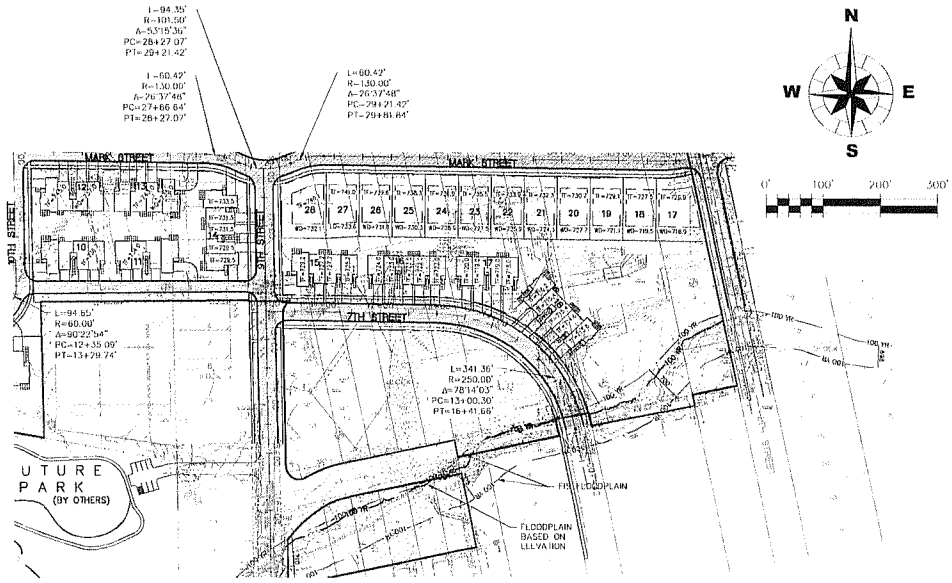
DATE 12/17/2010

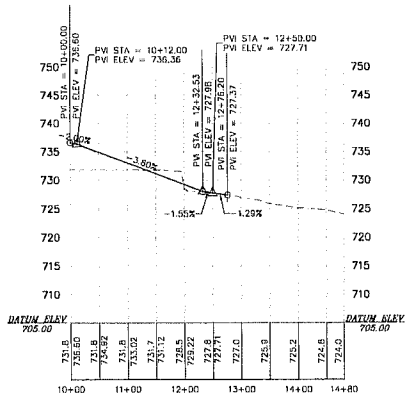
SHEET 5 OF 10

DRAWING NO.

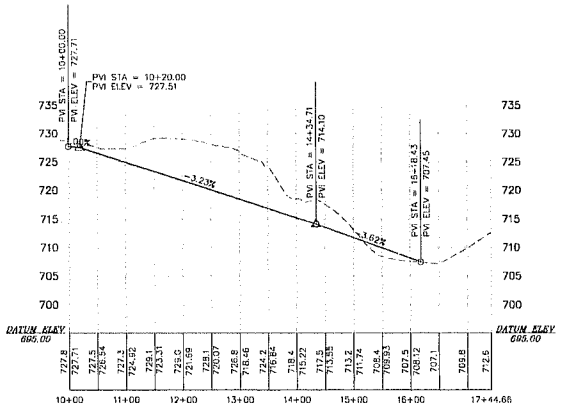
PP1







9TH STREET



7TH STREET

LEXINGTON CLUB

PLAN & PROFILES

NO	DATE	
5	11/09/15	PER CITY REVIEW MEETING 11/09/15
4	7/20/15	PER CITY COMMENTS
3	4/18/11	PER CITY OF ST CHARLES
1	4/18/11	NATURE OF REVISION

DSGN | DWN | CHKD | VRD EAM | JCL | TITLE

SCALE 1" = 100' H 1" = 10' V

06-9410-PP.DWG

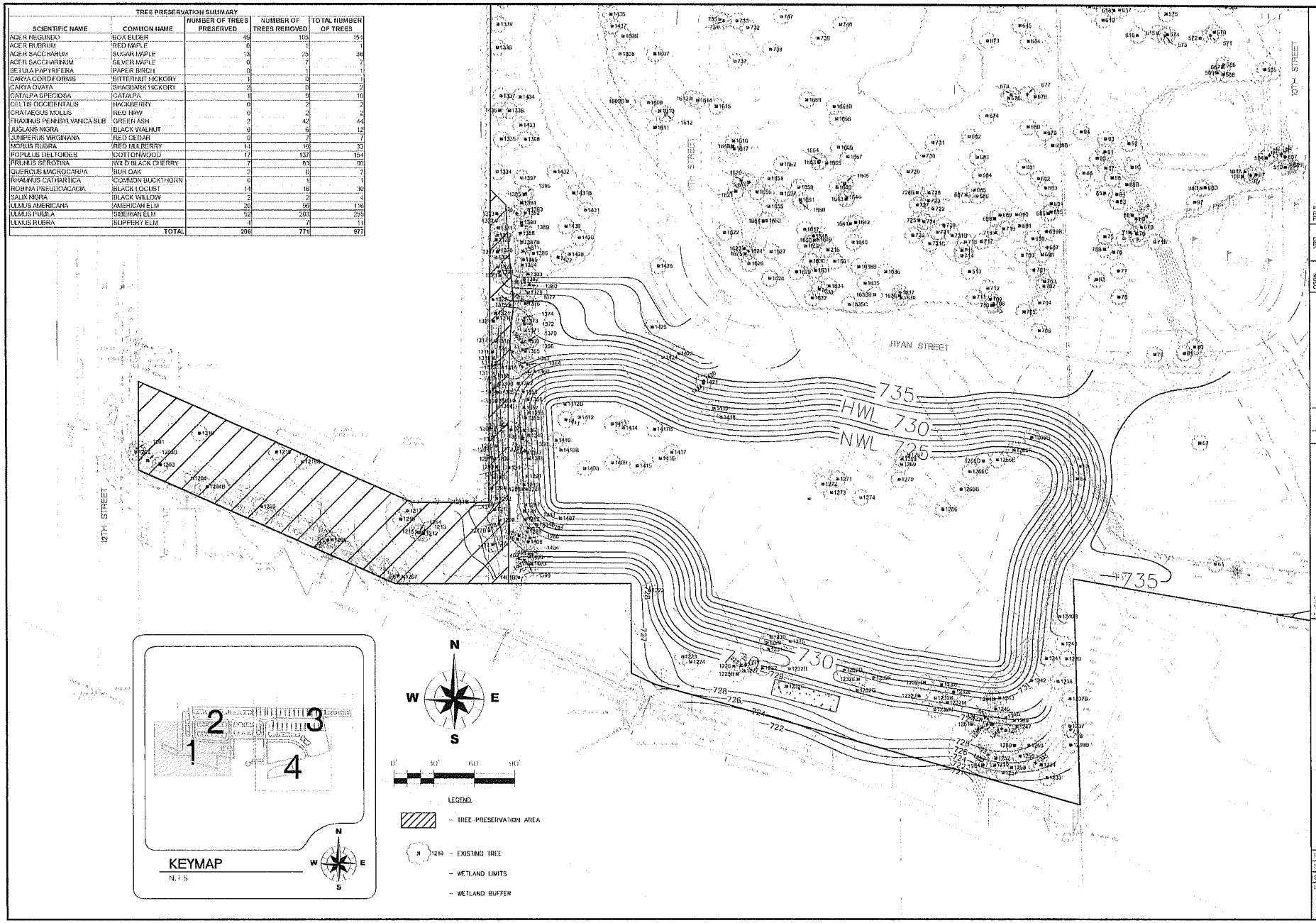
CLIENT
LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO 06-9410
DATE 12/17/2010
SHEET 6 OF 10
DRAWING NO
PP2

TREE PRESERVATION SUMMARY

SCIENTIFIC NAME	COMMON NAME	NUMBER OF TREES PRESERVED	NUMBER OF TREES REMOVED	TOTAL NUMBER OF TREES
ACER NEGUNDO	BOX ELDER	49	105	154
ACER RUBRUM	RED MAPLE	0	1	1
ACER SACCHARUM	SUGAR MAPLE	13	25	38
ACER SACCHARINUM	SILVER MAPLE	0	7	7
BETULA PAPYRIFERA	PAPER BIRCH	0	1	1
CARYA CORDIFORMIS	BITTERNUT HICKORY	1	0	1
CARYA OVATA	SHAGBARK HICKORY	2	0	2
CATALPA SPECIOSA	CATALPA	1	9	10
CELTIS OCCIDENTALIS	HACKBERRY	0	2	2
CRATAEGUS MOLLIS	RED HAW	0	2	2
FRAXINUS PENNSYLVANICA SUB	GREEN ASH	2	42	44
JUGLANS NIGRA	BLACK WALNUT	6	6	12
JUNIPERUS VIRGINIANA	RED CEDAR	0	7	7
MORUS RUBRA	RED MULBERRY	14	19	33
POPULUS DELTOIDES	COTTONWOOD	17	137	154
PRUNUS SEROTINA	WILD BLACK CHERRY	7	83	90
QUERCUS MACROCARPA	BUR OAK	2	0	2
RHAMNUS CATHARTICA	COMMON BUCKTHORN	0	1	1
ROBINIA PSEUDOACACIA	BLACK LOCUST	14	16	30
SALIX NIGRA	BLACK WILLOW	2	2	4
ULMUS AMERICANA	AMERICAN ELM	20	96	116
ULMUS PUMILA	SIBERIAN ELM	52	203	255
ULMUS RUBRA	SLIPPERY ELM	4	7	11
TOTAL		206	771	977



LEXINGTON CLUB

TREE PRESERVATION PLAN

TITLE

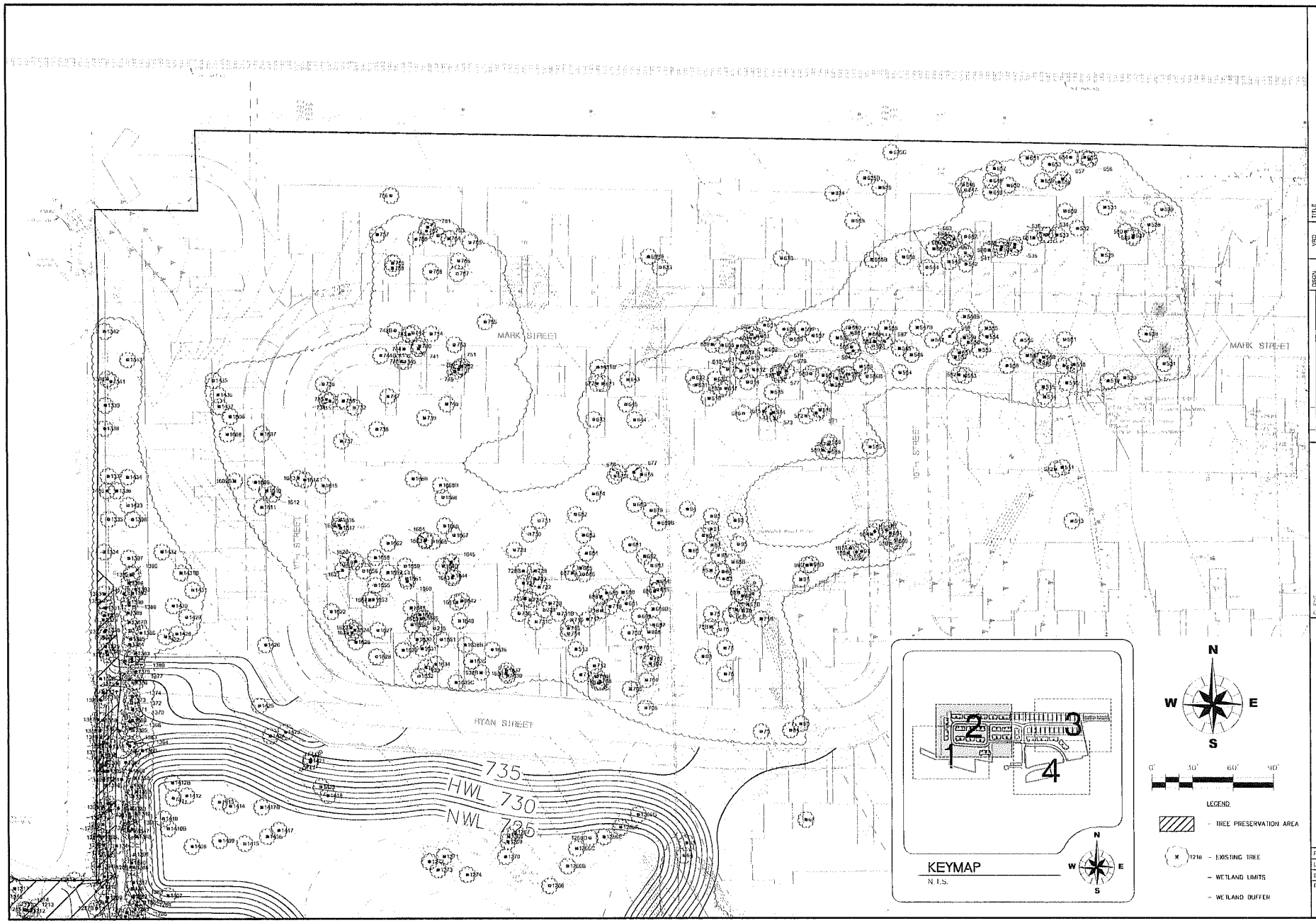
DSGN. VRD
DWN. EAM
CHKD. JJC
SCALE 1" = 100'
06-941D-TP.DWG

NO.	DATE	NATURE OF REVISION
2	12/20/11	PER CITY OF CHICAGO COMMENTS
1	12/06/11	PER CITY OF CHICAGO COMMENTS

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 7 OF 10
DRAWING NO.
TP1



NO	DATE	NATURE OF REVISION
3	12/2/11	PER DTV COMMENTS
1	4/18/11	PER CITY OF ST. CHARLES

DSGN. VRD
DWN. SAM
CHKD. JCL
SCALE 1" = 100'
05-941D-TP.DWG

TITLE
LEXINGTON CLUB
TREE PRESERVATION PLAN

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 05-941D
DATE 12/17/2010
SHEET 9 OF 10
DRAWING NO
TP2

MARK STREET

6TH STREET

NWL 706

HWL 711

KEYMAP

N.T.S.

1 2 3 4

N W E S

0' 30' 60' 90'

LEGEND

- TREE PRESERVATION AREA
- 1218 - EXISTING TREE
- WETLAND LIMITS
- WETLAND BUFFER

3	4/20/12	UPDATED LAND PLAN-REMOVED REW HOMES	
2	7/20/11	PER CITY COMMENTS	
1	2/18/11	PER CITY OF ST. CHARLES	
NO.	DATE	NATURE OF REVISION	

DSGN VBD
DWN EAM
CHKD JCL

TITLE

LEXINGTON CLUB

TREE PRESERVATION PLAN

SCALE 1" = 100'

06-941D-TP.DWG

CLIENT

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

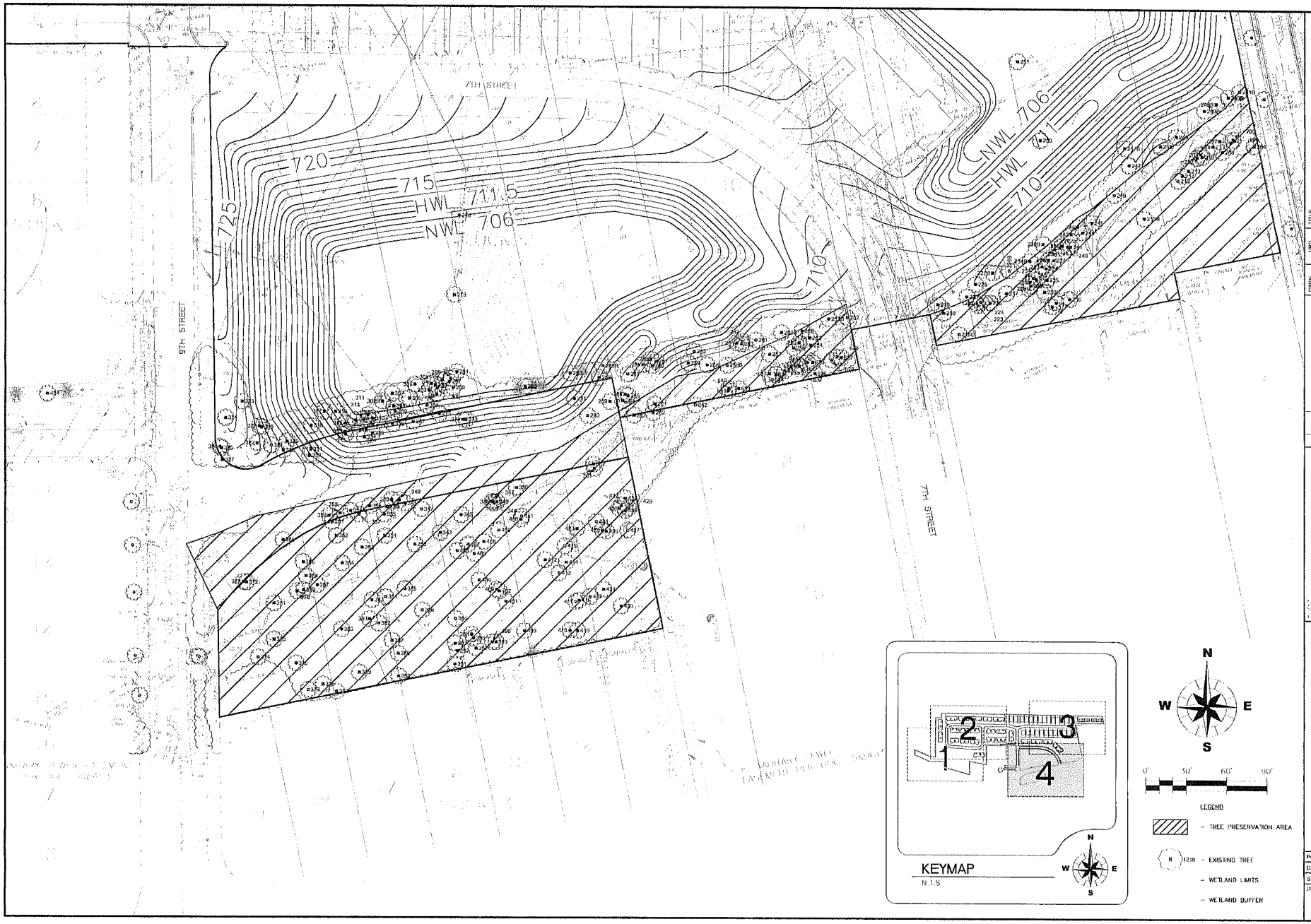
PROJECT NO. 06-941D

DATE 12/17/2010

SHEET 8 OF 10

DRAWING NO.

TP3



NO.	DATE	NATURE OF REVISION	DSGN.	VRD
2	7/20/11	PER CITY COMMENTS	DWN.	EAM
1	12/18/11	PER CITY OF ST CHARLES	CHKD	JCL
			SCALE 1" = 100'	
			06-941D-TP.DWG	

TITLE

LEXINGTON CLUB

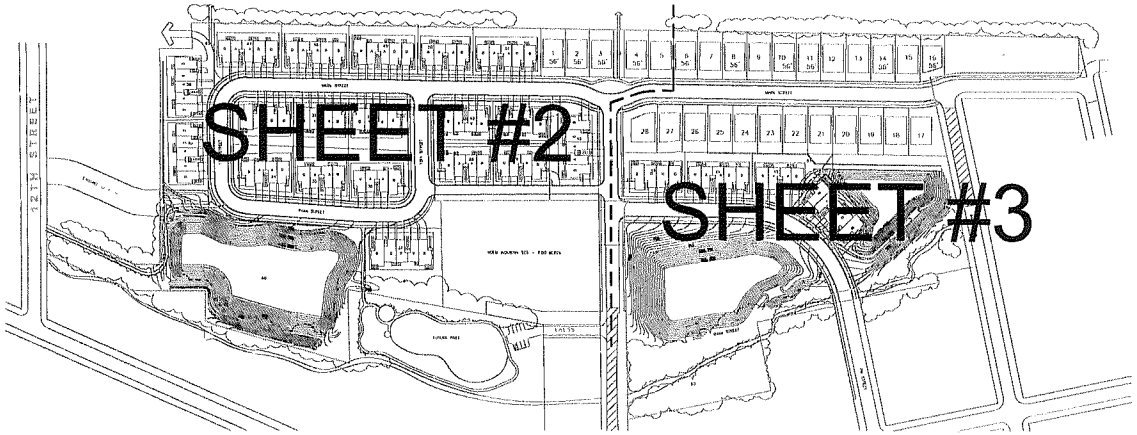
TREE PRESERVATION PLAN

CLIENT

LEXINGTON HOMES
1731 N. MARCEY ST., SUITE 200
CHICAGO, IL 60614
(773) 360-0300

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 06-941D
DATE 12/17/2010
SHEET 10 OF 10
DRAWING NO.
TP4



OVERALL SHEET KEY
NOT TO SCALE

NOTES

1. ALL PLANTING BEDS AND TREE RINGS SHALL:
   - RECEIVE SHREDDED HARDWOOD MULCH AT A DEPTH OF 3"
   - HAVE A SPADED EDGE.
2. PLANTS SHALL:
   - BE ALLOWED TO GROW AND BE MAINTAINED IN THEIR NATURAL FORM
   - SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES. ALL DEAD, DISEASED, OR DAMAGED PLANT MATERIAL SHALL BE REPLACED PROMPTLY WITH LIVE MATERIAL IN GOOD CONDITION AND IN QUANTITIES AND SIZES THAT MEET THE REQUIREMENTS OF THE CITY.
   - BE INSTALLED IN ACCORDANCE WITH THE PLANTING PROCEDURES ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL TURF TREATMENT SHALL BE KENTUCKY BLUEGRASS BLEND SOD, UNLESS OTHERWISE NOTED ON PLAN.
   - DETENTION AREA SLOPES SHALL BE TREATED WITH A NATURALIZED SEED MIX AND EROSION CONTROL BLANKET FROM NORMAL WATER LINE (NWL) TO HIGH WATER LINE (HWL); AREAS ABOVE THE HWL SHALL BE SEEDED WITH KENTUCKY BLUEGRASS BLEND SEED AND BLANKET.
   - A THREE-YEAR, MONITORING AND MAINTENANCE PLAN, BY A QUALIFIED PROFESSIONAL, SHALL BE INCORPORATED INTO THE INITIAL CARE OF THE NATURALIZED PLANTING AREAS AROUND ALL DETENTIONS.
   - FRONT YARDS & SIDE YARDS OF SINGLE-FAMILY LOTS SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL SOD ONLY, NO PEAT); REAR YARDS SHALL BE SEEDED WITH KENTUCKY BLUEGRASS BLEND SEED AND BLANKET.
   - FRONT & SIDE YARDS OF ROW HOUSES SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL SOD ONLY, NO PEAT.)
4. LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND LOCATION OF SITE UTILITIES.
5. FOR SYMBOL/PLANT KEY, SEE THIS SHEET.
6. FOR TYPICAL FOUNDATION LANDSCAPE PLANS FOR TOWN HOUSES, SEE THIS SHEET.
   - TYPICAL FOUNDATION LANDSCAPES MAY VARY DUE TO NUMBER OF UNITS PER BUILDING AND/OR ORIENTATION, BUT SHALL REMAIN CONSISTENT IN PLANT MATERIAL TYPES, DESIGN INTENT, & PLANT INTENSITY.
   - TYPICAL FOUNDATIONS FOR SINGLE-FAMILY HOUSES SHALL BE DETERMINED AT TIME OF FINAL LANDSCAPE PLANS.
7. FOR PARK CONCEPT DESIGN DETAIL, SEE THIS SHEET.
8. FOR ARTISTIC RENDERING OF LANDSCAPE BUFFER ALONG INDUSTRIAL-USE NEIGHBORS, SEE SHEET #2.
9. FOR TREE PRESERVATION FENCE DETAIL, SEE SHEET #3.
10. FOR TREE PRESERVATION & REMOVAL PLAN, SEE ENGINEERING PLANS.

PLANT KEY

SHADE TREES, 2.5"-4": AUTUMN BLAZE MAPLE, SUGAR MAPLE, CRIMSON KING NORWAY MAPLE, GINKGO, KENTUCKY COFFEETREE, SWAMP WHITE OAK, ACCOLADE ELM, THORNLESS HONEYLOCUST, LINDEN, & COMMON HACKBERRY

NOTE: ALL PARKWAY SHADE TREES WILL BE INSTALLED AT 2.5" CALIPER, WHILE COMMON AREA SHADE TREES WILL BE INSTALLED IN A RANGE OF SIZES, VARYING FROM 2.5" CALIPER TO 4" CALIPER

EVERGREEN TREE, 6'-10': COLORADO SPRUCE, NORWAY SPRUCE, AUSTRIAN PINE, DOUGLAS FIR, & ARBORVITAE

ORNAMENTAL TREES, 6'-8': SERVICEBERRY, CORNELIAN CHERRY DOGWOOD, FLOWERING CRABAPPLE, RIVER BIRCH, EUROPEAN BLACK ALDER, JAPANESE TREE LILAC, & BLACKHAW VIBURNUM

EVERGREEN SHRUBS, 24": KALLAY COMPACT JUNIPER, DENSE YEW, EMERALD & GOLD EUONYMUS, & EMERALD ARBORVITAE

LARGE, DECIDUOUS SHRUBS, 36": VIBURNUM, RED TWIG DOGWOOD, PEKING COTONEASTER, RED CHOKEBERRY, MEADOWLARK FORSYTHIA, LILAC, BURNING BUSH, HYDRANGEA, & WEIGELA

SMALL, DECIDUOUS SHRUBS, 24": SPIREA, ALPINE CURRANT, CRANBERRY COTONEASTER, CUTLEAF STEPHANANDRA, DIERVILLA, & GRO-LOW SUMAC

ORNAMENTAL GRASSES, 1 GAL.-3 GAL.: MAIDEN GRASS, KARL FOERSTER FEATHER REED GRASS, SWITCH GRASS, DWARF FOUNTAIN GRASS, & PRAIRIE DROPSEED

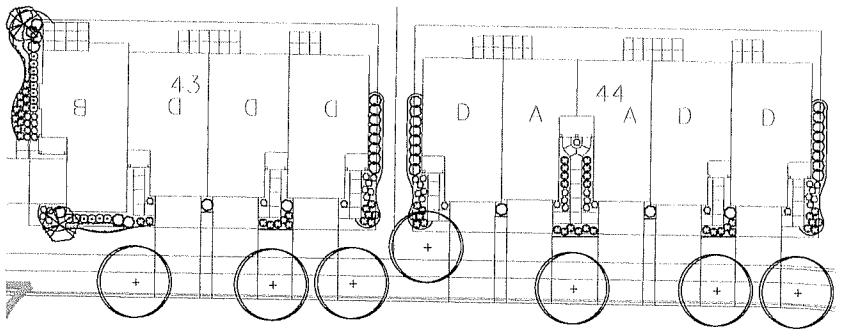
PERENNIALS & GROUNDCOVER, 2" POT-1 GAL.: DAYLILY, ASTER, COREOPSIS, BLACK EYED SUSAN, PURPLE CONEFLOWER, CRANESBILL, HOSTA, SEDUM, BLAZING STAR, & PURPLELEAF WINTERCREEPER

WET-MESIC NATIVE SEED MIX & EROSION CONTROL BLANKET (DETENTION AREA SLOPES); ACTUAL SPECIES & SIZES TO BE DETERMINED AT TIME OF FINAL PLANS

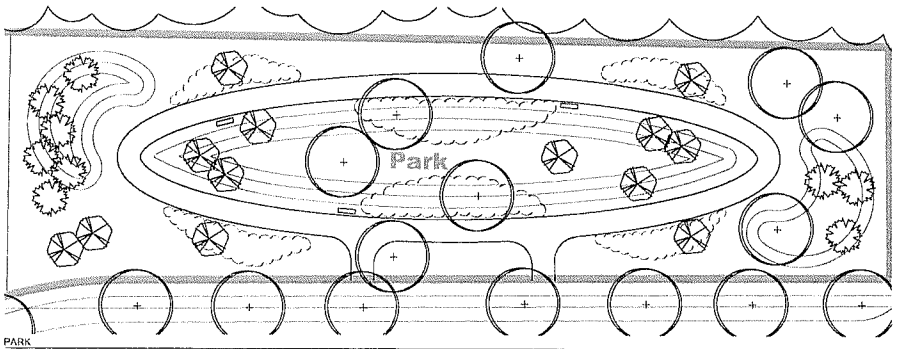
EMERGENT PLANTINGS (DETENTION AREA BASIN BOTTOMS); ACTUAL SPECIES & SIZES TO BE DETERMINED AT TIME OF FINAL PLANS

EXISTING TREES, WITH THE POTENTIAL TO BE PRESERVED

NOTE: REFER TO CIVIL ENGINEERING PLANS FOR ACTUAL TREE PRESERVATION & REMOVAL PLAN



TYPICAL FOUNDTION LANDSCAPE PLAN - TOWN HOUSES
SCALE: 1" = 20'-0"



PARK
SCALE: 1" = 20'-0"

PUGSLEY & LAHAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
24414 N. Old Mchenry Rd. Lake Zurich, Illinois 60047-8904
Ph: 847-438.0013 Fax: 847-438.2084 e-mail: pgreen@pugsleyla.com

Revisions:
1 Per Civil comments 12/17/10
2 Per Civil comments 01/20/11
3 Per Site Plan 03/14/11
4 Per Site Plan 05/16/11
5 Per Industrial Site 04/11/12

NORTH

SCALE: AS SHOWN

LEXINGTON CLUB

Preliminary Landscape Plan

LEXINGTON HOMES

Geneva, IL

DATE: 11/25/09

sheet 1 of: 3

job no. 093703

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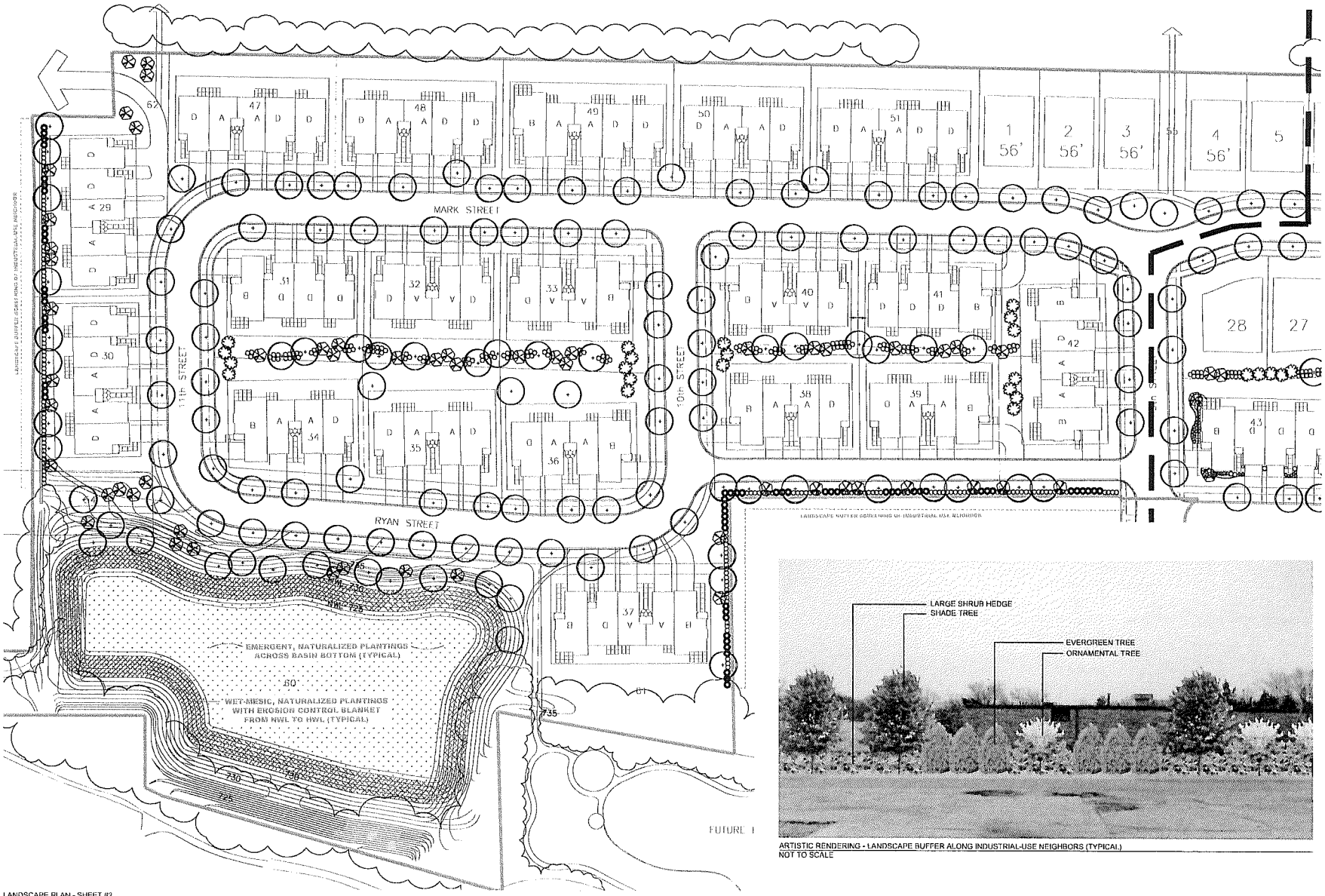

LANDSCAPE PLAN - SHEET #2
SCALE: 1" = 40'-0"

NOTE! LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND LOCATION OF SITE UTILITIES.

ARTISTIC RENDERING - LANDSCAPE BUFFER ALONG INDUSTRIAL-USE NEIGHBORS (TYPICAL)
NOT TO SCALE

PUGSLEY & LAHAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
24414 N. Old Mchenry Rd. Lake Zurich, Illinois 60047-8904
Ph: 847-438-2013 Fax: 847-438-3084 e-mail pwarch@pugsleyinc.com

revisions
1. Per City comments 12/17/10
2. Per City comments 02/08/11
3. Per City comments 02/28/11
4. Per Site Plan 03/17/11
5. Per Site Plan 03/17/11
6. Per Site Plan 03/17/11
7. Per Elevation Review 04/18/12

scale: AS SHOWN
north

LEXINGTON CLUB
Preliminary Landscape Plan
LEXINGTON HOMES
Chicago, IL

date: 11/25/08
sheet 2 of 3
job no. 083703

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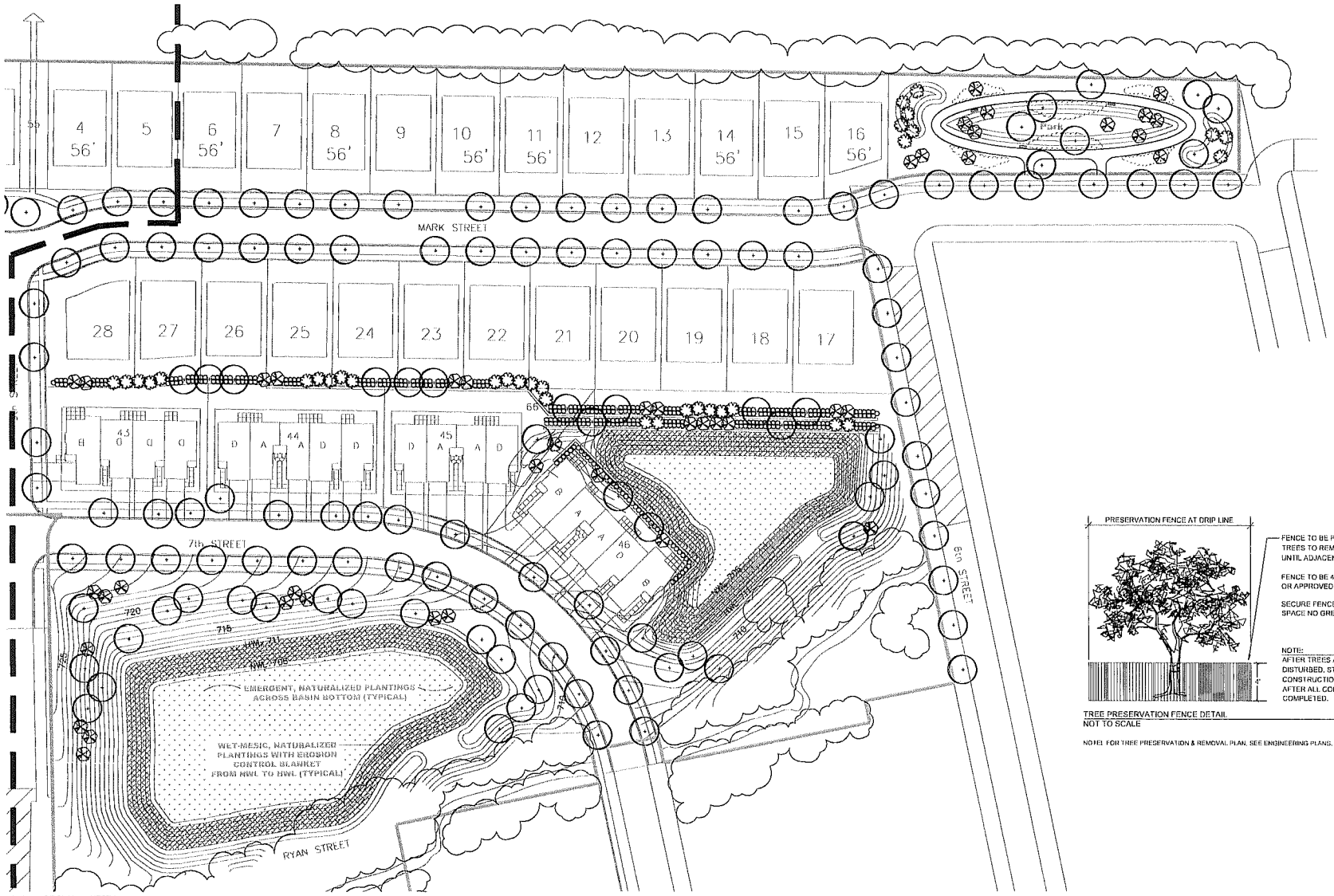

LANDSCAPE PLAN - SHEET #3
SCALE: 1" = 60'-0"

NOTE: LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND LOCATION OF SITE UTILITIES.

FENCE TO BE PROVIDED AROUND ALL EXISTING TREES TO REMAIN. FENCE TO REMAIN IN PLACE UNTIL ADJACENT CONSTRUCTION IS COMPLETE.

FENCE TO BE 4' TALL, ROLLED WOOD LATHE OR APPROVED EQUAL.

SECURE FENCE TO METAL STAKES, SPACE NO GREATER THAN 8' O.C.

NOTE:
AFTER TREES ARE FENCED, NOTHING IS TO BE DISTURBED, STORED, OR CUT INSIDE CONSTRUCTION FENCE. REMOVE FENCE ONLY AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED.

TREE PRESERVATION FENCE DETAIL
NOT TO SCALE

NOTE: FOR TREE PRESERVATION & REMOVAL PLAN, SEE ENGINEERING PLANS.

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LANDSCAPE ARCHITECTS AND CONTRACTORS
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revisions
1 by 07/07/09 City comments
2 by 08/07/09 City comments
3 by 09/07/09 City comments
4 by 10/07/09 City comments
5 by 11/07/09 Site Plan
6 by 03/01/12 Modified Buffer
7 by 04/04/12
8 by
9 by
10 by

scale: AS SHOWN
north

LEXINGTON CLUB
Preliminary Landscape Plan
LEXINGTON HOMES
Chicago, IL

date: 11/25/09
sheet: 3 of: 3
job no. 083703

Plan 500 & 503 : Prairie

scale: 3/16" = 1'-0"

Plan 500: Craftsman

scale: 3/16" = 1'-0"

Plan 501: Farmhouse

scale: 3/16" = 1'-0"

Plan 501: French Country

scale: 3/16" = 1'-0"

Character Elevations

Lexington Club
St. Charles, IL

Lexington Homes
Chicago, IL

July 21, 2011

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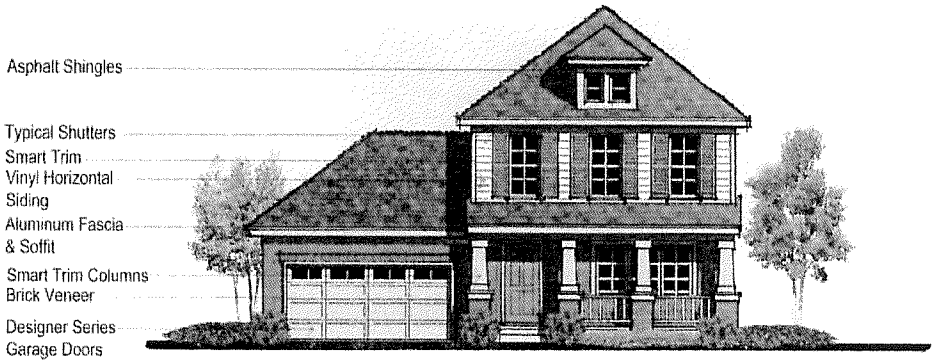
BSB DESIGN

Plan 502: Tudor

scale: 3/16" = 1'-0"

Plan 502: Victorian

scale: 3/16" = 1'-0"



Plan 503: Four Square

scale: 3/16" = 1'-0"

Plan 503: Old English

scale: 3/16" = 1'-0"

Character Elevations

Lexington Homes
Chicago, IL

Lexington Club
St. Charles, IL

July 21, 2011

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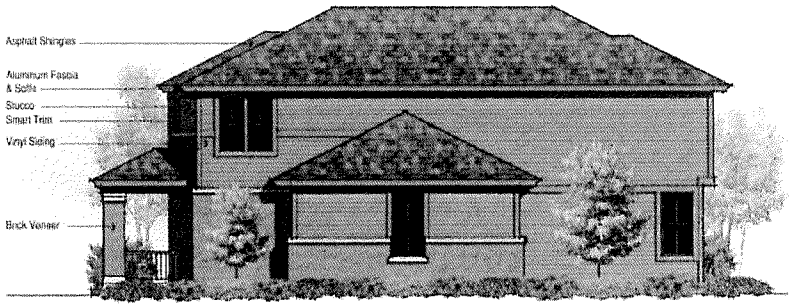


Plan 500 & 503: Prairie - Side Elevation

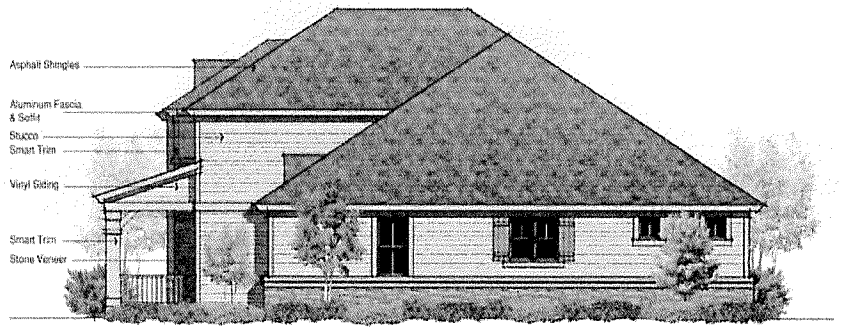
scale: 3/16" = 1'-0"

Plan 500: Craftsman - Side Elevation

scale: 3/16" = 1'-0"

Plan 501: Farmhouse - Side Elevation

scale: 3/16" = 1'-0"



Plan 501: French Country - Side Elevation

scale: 3/16" = 1'-0"

Character Elevations

Lexington Club

St. Charles, IL

Lexington Homes
Chicago, Illinois

July 21, 2011

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BSB DESIGN

Front Elevation - 4 Unit Building

scale: 3/16" = 1'-0"

Front Elevation - 5 Unit Building

scale: 3/16" = 1'-0"

Character Elevations

Lexington Club

St. Charles, IL

July 21, 2011

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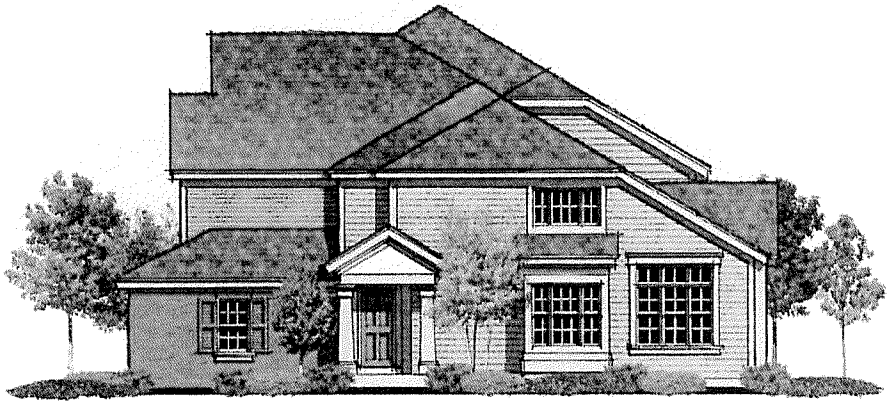
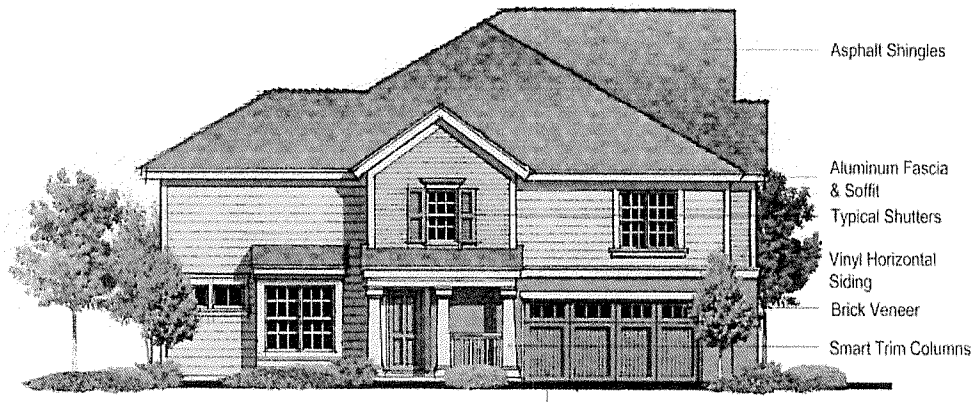
BSB DESIGN

Lexington Homes
Chicago, IL



Side Elevation - Unit B

scale: 3/16" = 1'-0"



Side Elevation - Unit C

scale: 3/16" = 1'-0"

Rear Elevation - 4 Unit Building

scale: 3/16" = 1'-0"

Character Elevations

Lexington Club

St. Charles, IL

July 21, 2011

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BSB DESIGN

Lexington Homes
Chicago, IL

EXHIBIT "F"

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 2013, by and between the City of St. Charles, a municipal corporation (the "City"), organized and incorporated under the laws of the State of Illinois and Lexington Homes, LLC, an Illinois limited liability company (the "Developer"; the City and the Developer each known individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Developer is the owner of the real estate legally described on Exhibit "A", attached hereto and made a part hereof (the "Subject Realty"); and

WHEREAS, the Developer has filed applications with the City regarding the Subject Realty for, among other things, (a) a zoning map amendment, (b) a special use for a planned unit development, and (c) certain deviations from the City's Zoning Ordinance, in order to allow construction of a residential development consisting of 102 two-story townhomes and 28 single family detached homes, all as more specifically described in Ordinance No. 2013-Z-_____, passed by the City on _____, 2013 (the "Project"); and

WHEREAS, one of the deviations requested by the Developer is exemption from the requirements of Chapter 17.18 of the City's Zoning Ordinance regarding inclusionary housing; and

WHEREAS, as a condition of approving such a deviation, the Developer is required to take certain actions to seek funding for providing Affordable Housing (as defined in the Zoning Ordinance) on the Subject Realty, and to enter in to this Agreement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1, and this Agreement shall be construed in accordance therewith.

Section 2. Application for Affordable Housing Funding. Commencing with the execution of this Agreement, and until the last certificate of occupancy is granted for the Project, the Developer shall apply for grant funding for the purpose of obtaining financing for the construction of Affordable Housing as part of the Project. At a minimum, application shall be made to Kane County Office of Community Reinvestment, Illinois Housing Development Authority, and the U.S. Department of Housing and Urban Development for all programs for which the project may qualify.

Applications shall be made each calendar year, or grant funding cycle, whichever is more frequent. The Developer shall provide copies of each funding application to the City for review prior to filing such application. In the event the project does not qualify for any program offered during the calendar year or grant funding cycle, the developer shall provide documentation demonstrating that the project does not qualify or shall provide a letter confirming such from each respective agency.

Section 3. Use of Funds. Should the Developer obtain any of the grant funding applied for, it shall utilize the funds to construct Affordable Housing on the Subject Realty as part of the Project, in conformance with all applicable laws, ordinances and regulations.

Section 4. Meeting with Housing Commission. Upon filing the first grant application, the Developer shall meet with the Housing Commission of the City to discuss strategies and activities related to the Developer's obligations hereunder. Additional meetings shall occur periodically thereafter, pursuant to the request of either Party.

Section 5. Failure to Comply. Should the Developer fail to comply with the terms of this Agreement at any time during construction of the Project, the City may declare the Developer to be in default by providing written notice to the Developer. Upon such written notice, the requirements of Chapter 17.18 of the City's Zoning Ordinance shall apply to all remaining housing units comprising the Project which have not, at the time of such written notice, received a final occupancy permit.

Section 6. Miscellaneous Provisions.

(a) *Mutual Cooperation.* The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement.

(b) *Disclaimer.* Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third Party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Developer.

(c) *Covenants Running with the Land.* It is intended and agreed that all covenants provided in this Agreement on the part of the Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Subject Realty, other than individual owners of residential units constructed on the Subject Realty.

(d) *Paragraph Headings.* The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret of construe the terms and provisions of this Agreement.

(e) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

(f) *Recordation of Agreement.* The Parties agree to execute and deliver the original of this Agreement in proper form for recording in the office of the Recorder of Deeds, Kane County, Illinois.

(g) *Notices.* Notices herein required shall be in writing and shall be served upon the Parties, either personally or mailed by certified or registered mail, return receipt requested:

If to the City:

City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

with a copy to:

Gorski & Good, LLP
211 South Wheaton Avenue, Suite 305
Wheaton, Illinois 60187
Attn: Ms. Robin Jones

If to Developer:
Lexington Homes, LLC
1731 N. Marcey Street, Suite 200
Chicago, Illinois 60614

with a copy to:

Rathje & Woodward, LLC
300 E. Roosevelt Road, Suite 300
Wheaton, IL 60187
Attn: Mr. Henry Stillwell

If to any Mortgagee: To the person and address designated to the City in writing by the Mortgagee.

A Party's address may be changed from time to time by such Party giving notice as provided above to the other Parties noted above.

(h) *Integration.* This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Developer.

(i) *Amendment.* This Agreement, and any Exhibit attached hereto, may be amended only by written instrument properly executed by the Parties or their successors in interest. Execution of any such amendment by the City shall first have been authorized by the Ordinance or Resolution duly adopted by the corporate authorities of the City.

(j) *Successors and Assignees.* The terms and conditions of this Agreement are to apply to and bind and inure to the benefit of the City, the Developer and their successors and assignees.

(k) *Severability.* If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

(l) *Term.* This Agreement shall be in full force and effect from and after the execution hereof by the last Party to execute the same and shall remain in full force and effect until final completion of the Project, as evidenced by issuance of a final occupancy certificate for the last unit comprising the Project.

(m) *Governing Law*. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

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

CITY OF ST. CHARLES, an Illinois municipal corporation,

By:_____
Mayor

ATTEST:

_____
City Clerk

_____, an Illinois limited liability company

By:_____
Its:_____

ATTEST:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald P. DeWitte, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2013.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____of _____, an Illinois limited liability company, and _____, _____ of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____, 2013.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT REALTY

SUBJECT PROPERTY:
PARCEL ONE:
LOT 2 (EXCEPT THE SOUTHERLY 116 FEET); ALL OF LOTS 3 AND 4 IN BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL TWO:
LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2; LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 AND LOTS 1, 2, 3, 4, 5 (EXCEPT THAT PART OF LOT 5 CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986) AND THE NORTH 30 FEET OF LOT 11 IN BLOCK 5, AND THAT
PART OF VACATED NINTH STREET NORTH OF THE SOUTH LINE EXTENDED EASTERLY OF LOT 5 IN SAID BLOCK 5 AND VACATED MARK STREET, AND THE NORTH 1/2 OF VACATED RYAN STREET LYING EASTERLY OF THE WESTERLY LINE OF LOT 13, BLOCK 2 EXTENDED AND LYING WESTERLY OF THE WESTERLY LINE OF SEVENTH STREET, ALL IN MILLINGTON'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL THREE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH EAST 1/4 WITH THE NORTHERLY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DEAN STREET 1043 FEET; THENCE NORTH 2 DEGREES, 44 MINUTES, 0 SECONDS EAST 150 FEET (SAID POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 149.92 FEET; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 31 MINUTES, 0 SECONDS WEST, 651.43 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 0 SECONDS WEST 135.80 FEET; THENCE NORTH 7.90 FEET; THENCE SOUTH 89 DEGREES, 20 MINUTES, 0 SECONDS WEST 282.40 FEET; THENCE SOUTH 00 DEGREES, 27 MINUTES, 10 SECONDS WEST 490.78 FEET; THENCE EAST 106 FEET; THENCE SOUTH 67.19 FEET TO A LINE DRAWN NORTH 64 DEGREES, 34 MINUTES, 0 SECONDS WEST FROM POINT "A" AFORESAID; THENCE SOUTH 64 DEGREES, 34 MINUTES, 0 SECONDS EAST 19.73 FEET; THENCE
SOUTH 74 DEGREES, 16 MINUTES, 30 SECONDS EAST 327.76 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FOUR:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE EAST 396.08 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 TO A POINT 150 FEET NORTH OF THE NORTHERLY LINE OF DEAN STREET, FOR THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES, 13 MINUTES, 0 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF DEAN STREET, 208.7 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A") THENCE EAST 69 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 10 SECONDS EAST 60 FEET; THENCE WEST 56.84 FEET TO A LINE DRAWN PARALLEL WITH AND 60 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES THERETO, LINE "A" AFORESAID; THENCE NORTH 66 DEGREES, 13 MINUTES, 0 SECONDS WEST ALONG SAID PARALLEL LINE, 222.51 FEET TO A LINE DRAWN NORTH, PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 65.57 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
PARCEL FIVE:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 OF MILLINGTON'S ADDITION TO THE TOWN OF ST. CHARLES; THENCE NORTH 11 DEGREES, 37 MINUTES, 0 SECONDS WEST ALONG THE EASTERLY LINE OF WEST

SEVENTH STREET EXTENDED, 356 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES, 46 MINUTES, 0 SECONDS EAST 186.2 FEET TO THE WESTERLY LINE OF BLOCK 2 OF T. E. RYAN'S ADDITION TO ST. CHARLES; THENCE NORTH 11 DEGREES, 48 MINUTES, 0 SECONDS WEST ALONG SAID WESTERLY LINE 481.9 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILWAY; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MILLINGTON'S THIRD ADDITION TO THE SOUTHEAST CORNER OF BLOCK 2 IN SAID ADDITION; THENCE EASTERLY ALONG THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 2 TO THE EASTERLY LINE OF WEST SEVENTH STREET EXTENDED; THENCE SOUTH 11 DEGREES, 37 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, ON THE NORTHERLY LINE OF DEAN STREET; THENCE NORTH 66 DEGREES, 07 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF DEAN STREET 335.3 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JULES VANOVERMEIREN BY DEED DATED DECEMBER 18, 1925, AND RECORDED DECEMBER 26, 1925 IN BOOK 788, PAGE 548, AS DOCUMENT 266367; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID TRACT OF LAND 174 FEET; THENCE NORTH 60 DEGREES, 19 MINUTES, 0 SECONDS WEST, 168.19 FEET; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 188.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 29 MINUTES, 0 SECONDS WEST 479.71 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY; THENCE NORTH 89 DEGREES, 31 MINUTES, 0 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 456.2 FEET TO THE NORTHWEST CORNER OF SAID MILLINGTON'S THIRD ADDITION; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 285 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST 255.77 FEET TO A POINT SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST 325.65 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION 285.0 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 132.0 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 255.77 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 04 MINUTES, 0 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 255.77 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 0 SECONDS WEST 100.00 FEET; THENCE SOUTH 1 DEGREES, 04 MINUTES, 0 SECONDS EAST PARALLEL WITH SAID WEST LINE 237.41 FEET TO A LINE DRAWN NORTH 80 DEGREES, 06 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES, 06 MINUTES, 0 SECONDS EAST 101.86 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED BY DOCUMENT 1788487 RECORDED AUGUST 19, 1986), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

EASEMENT FOR PRIVATE ROADWAY RESERVED BY DEED RECORDED JULY 16, 1957, IN BOOK 1855, PAGE 119, AS DOCUMENT 839306, MADE BY HAWLEY PRODUCT COMPANY TO CARL E. SODERQUIST AND SONS FOR THE BENEFIT OF THE NORTH 30 FEET OF LOT 11 IN BLOCK 5 OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES IN PARCEL TWO, OVER THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF MILLINGTON'S THIRD ADDITION TO ST. CHARLES; THENCE SOUTH 1 DEGREE EAST ALONG THE WEST LINE OF SAID ADDITION 535 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE EAST 30 FEET; THENCE NORTH 80 DEGREES, 02 MINUTES, 0 SECONDS WEST

134.45 FEET; THENCE NORTH 1 DEGREE WEST PARALLEL WITH THE WEST LINE OF SAID ADDITION 30 FEET; THENCE SOUTH 80 DEGREES, 02 MINUTES, 0 SECONDS EAST 134.45 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIFTH STREET (STATE ROUTE 31) AS PLATTED IN THE CITY OF ST. CHARLES WITH THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JUNE 2, 1886, BETWEEN JOHN WARNE, AND OTHERS, AND THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY, FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 4, 1886, IN BOOK 243 ON PAGE 17; THENCE WESTERLY ALONG THE SOUTH LINE BY SAID WARRANTY DEED, BEING ALONG THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DISTANCE OF 1857.64 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID JOG, A DISTANCE OF 7.90 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 282.85 FEET TO A JOG IN SAID SOUTH RIGHT OF WAY LINE; THENCE NORTHERLY, ALONG SAID JOG, A DISTANCE OF 127.46 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 2126.02 FEET TO THE CENTER LINE OF 5TH STREET (STATE ROUTE 31) AS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 93.59 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF ST. CHARLES BY DOCUMENT NO. 910272, SAID POINT BEING 50.00 FEET NORMALLY DISTANT SOUTHERLY FROM THE UNION PACIFIC RAILROAD MAIN TRACK CENTER LINE; THENCE SOUTH 89 DEGREES 11 MINUTES EAST, 76.35 FEET, PARALLEL WITH SAID MAIN TRACK CENTER LINE; THENCE SOUTH 1 DEGREES 53 MINUTES EAST, 60.06 FEET, PARALLEL WITH THE EAST LINE OF SAID LAND CONVEYED BY DOCUMENT NO. 910272; THENCE NORTH 89 DEGREES 11 MINUTES WEST, 76.35 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 910272; THENCE NORTH 1 DEGREE 53 MINUTES WEST, 60.06 FEET ALONG THE EAST LINE OF SAID DOCUMENT NO. 910272 TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT G

REIMBURSEMENT FOR OFF-SITE WATER MAIN IMPROVEMENTS

	ASPHALT ROADS			
	Street Name	**Unit**	**Quantity**	**Cost**
	State St., 9th to Dean St	FT	250	**$ 13,863.33**
	WATERMAIN			
		Unit	**Quantity**	**Cost**
1	10" DIP, Class 52, Water Main	LF	820	$65,600.00
2	Fire Hydrant Assembly, With Auxillary Valve and Box	EA	1	$3,200.00
3	1" Type "K" Copper Water Service, With B-Box Assembly	EA	6	$12,000.00
4	Curb and Gutter Removal and Replacement	LF	30	$630.00
5	Restoration	LS	1	$2,000.00
				$83,430.00
	TOTAL FOR ALL WORK			***$97,293.33***

EXHIBIT H

FORM OF PLACEHOLDER NOTE

$_____ ST. CHARLES, Illinois
_____, 20__

FOR VALUE RECEIVED, the undersigned, the City of St. Charles, an Illinois municipal corporation, with its principal address at 2 East Main Street, St. Charles, Illinois 60174 ("City"), hereby acknowledges that it is obligated to pay to the order of _____ ("Registered Owner"), the principal sum of _____ ($_____) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of ___% per annum. Interest shall not compound.

This Note is issued under and pursuant to the terms and provisions of a certain Development Agreement entered into as of the ____ day of _____, 2013, (the "Development Agreement") by and between the City and Registered Owner, all of the provisions of which are hereby incorporated herein as though set forth verbatim. Reference is hereby made to such Development Agreement for definition of all terms not otherwise defined herein.

THE PARTIES HEREBY ACKNOWLEDGE THAT NO PAYMENTS SHALL BE DUE UNDER THIS PLACEHOLDER NOTE AND THAT THE PURPOSE OF ITS ISSUANCE IS SIMPLY TO EVIDENCE THE CITY'S OBLIGATION TO REIMBURSE CERTAIN REDEVELOPMENT COSTS TO THE REGISTERED OWNER PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AGREEMENT. ALL PAYMENTS DUE TO THE REGISTERED OWNER SHALL BE MADE PURSUANT TO NOTE(S) ISSUED BY THE CITY UPON THE RETIREMENT OF THIS PLACEHOLDER NOTE.

This Placeholder Note shall not constitute a general obligation of the City, nor shall it be secured by the full faith and credit of the City. If the Development Agreement is terminated pursuant to the terms thereof, this Placeholder Note shall also terminate.

IN WITNESS WHEREOF, the City has executed this Placeholder Note as of the day and year first above written.

CITY OF ST. CHARLES, an Illinois
municipal corporation,

By:_____
City Administrator

By: _____
Finance Director

EXHIBIT I

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KANE
CITY OF ST. CHARLES
TAXABLE TAX INCREMENT ALLOCATION REVENUE NOTE
(LEXINGTON CLUB REDEVELOPMENT PROJECT AREA)

REGISTERED
NO. _____

$_____

Interest Rate: _____
Maturity Date: _____, 20___

FOR VALUE RECEIVED, the undersigned, the City of St. Charles, an Illinois municipal corporation, with its principal address at 2 East Main Street, St. Charles, Illinois 60174 (the "City"), hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as hereinafter provided, but solely from the sources hereinafter identified, the principal sum of _____ ($_____) Dollars, with interest on the unpaid principal balance payable as set forth below.

This Note is issued under and pursuant to the terms and provisions of a certain Lexington Club Development Agreement entered into as of the ____ day of _____, 2013 (the "Development Agreement"), by and between the City and St. Charles – 333 North Sixth Street, LLC (the "Developer"), all of the provisions of which are hereby incorporated herein as though set forth verbatim. Reference is hereby made to the Development Agreement for definition of all terms not otherwise defined herein.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Area which the City is entitled to receive pursuant to the TIF Act and the Development Agreement, in order to pay the principal of and interest of the Note. Reference is hereby made to the aforesaid Development Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note and the terms and conditions under which the Note is issued and secured. **THIS NOTE IS NOT A GENERAL OR MORAL OBLIGATION OF THE CITY BUT IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM NET TIF PROCEEDS, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER**

HEREOF ONLY AGAINST SAID SOURCE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

Provided that the Developer is not in default under the Development Agreement, the City's obligation to repay this Note shall continue until the Note, including accrued interest, is paid in full, or until the expiration of the term of the Development Agreement, whichever is earlier. If the Development Agreement is terminated pursuant to the terms thereof, the City's obligation to repay this Note shall also terminate.

This Note is subject to mandatory redemption without premium, pursuant to the provisions of the Development Agreement, at a redemption price of 100% of the principal amount redeemed plus interest accrued to the redemption date on each February 15th, to the extent there are Net TIF Proceeds available for such redemption.

This Note is also subject to optional redemption without premium, in whole or in part, at any time three (3) years from and after the date of issuance of this Note.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Finance Director of the City, as registrar and paying agent (the "Registrar"), on the applicable redemption or maturity date, and shall be paid by check or draft of the City, payable in lawful money of the United States of American, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in St. Charles, Illinois or as otherwise directed by the City.

Pursuant to the Development Agreement, the Developer has agreed to acquire and construct the Project and to advance funds for the incurrence under the TIF Act of certain eligible redevelopment project costs related to the Project. Such costs up to the amount of $6,000,000 as determined and adjusted pursuant to the Development Agreement shall be deemed to be a disbursement of the proceeds of the Note, and the outstanding principal amount of the Note shall be increased by the amount of each such advance as from time to time made. The principal amount outstanding of the Note shall be the sum of advances made pursuant to Certificates of Redevelopment Costs minus any principal amount paid on the Note or other reductions pursuant to the Development Agreement. The City shall not approve Certificates of Redevelopment Costs with respect to the Note that total in excess of $6,000,000.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

If this Note is initially issued to the Developer, this Note may be (i) assigned or pledged as collateral by the Developer to any senior lender or project financing source for the Project, or (ii) transferred to any entity controlling, controlled by or under common control with the Developer or any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer.

In all other cases, any assignment, sale or other transfer of this Note must be to a Qualified Investor. Qualified Investor shall mean an Accredited Investor as defined under rule 501(D) of the Securities Act of 1933.

In all such cases of assignment, sale or other transfer of this Note, the City shall be provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount and rate of interest will be issued to the transferee in exchange herefor. Such transfer shall be in accordance with the form at the end of this Note.

Transfer of the ownership of this Note to a person other than one permitted by the terms of the Development Agreement shall relieve the City of all of its obligations under this Note.

IN WITNESS WHEREOF, the City has executed this Note as of the day and year first above written.

CITY OF ST. CHARLES, an Illinois
municipal corporation,

By:_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Note is described in the
within-mentioned Development Agreement and
is the $_____ Taxable Tax Increment
Allocation Revenue Note
(Lexington Club Redevelopment Project Area),
of the City of St. Charles.

_____
Finance Director, as Registrar and Paying Agent

Date: _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
ASSINGEE of NOTE_____
the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Consented to as of: _____

City of St. Charles, Illinois

By: _____

Title: _____
Finance Director

IK 5

MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, DECEMBER 10, 2012 7:00 P.M.

Members Present: Chairman Carrignan, Ald. Stellato, Monken, Payleitner, Turner, Rogina, Martin, Krieger, Bessner, Lewis

Members Absent: None

Others Present: Mayor Donald P. DeWitte; Brian Townsend, City Administrator; Matthew O'Rourke, Planner; Russell Colby, Planning Division Manager; Chris Tiedt, Development Engineering Manager; Bob Vann, Building & Code Enforcement Manager; Chris Minick, Director of Finance; Chris Aiston, Director of Economic Development; Joe Schelstreet, Acting Fire Chief; Michael Mertes, Economic Development

Robin Jones-City Attorney

1. CALL TO ORDER

The meeting was convened by Chairman Carrignan at 7:00 P.M.

2. ROLL CALLED

Roll was called:
Present: Stellato, Monken, Payleitner, Turner, Carrignan, Rogina, Martin, Krieger, Bessner, Lewis
Absent: None

Chairman Carrignan welcomed the students from St. Charles East High School.

3. FIRE DEPARTMENT

a. Recommendation to extend the Residential Sprinkler Moratorium until January 1, 2014.

Chief Schelstreet said this is a request to extend the moratorium; on Jan. 1, the Residential Sprinkler Code requirement would have gone into place, as it was passed on July 19, 2010 by City Council. He said at this time the State Fire Marshal has put a request before the Governor to upgrade the State code from the 2000 edition of the life safety code to the 2012 edition and if that is adopted, it will make Residential Sprinklers the law of the land. He said that process is somewhat in depth and the Governor has not released it yet, but once released it will go to the Joint Committee on Administrative Rules (JCAR), then a 45 day period for public input, 45 days for the State Fire Marshal to reply and then a vote would be taken.

Aldr. Rogina asked if there is a feeling among the hierarchy of Fire Chiefs throughout the suburbs as to whether this statute might pass. Chief Schelstreet said currently the State Fire Marshal feels very confident that it would be successful, in which case it would a law of the state that it would be required. In August the State Fire Marshal sent out a reminder that the State code represents the minimum code of the land and the city would be required to enforce that.

Aldr. Martin made a motion to extend the Residential Sprinkler Moratorium until January 1, 2014. Motion was seconded by Aldr. Rogina. No additional discussion. Approved unanimously by voice vote. Motion carried.

4. COMMUNITY DEVELOPMENT

a. Presentation of a Concept Plan for 1915 W. Main Street (McDonald's).

Tracey Kasson-Rathje and Woodward Law firm-said McDonalds desires to demolish and rebuild the existing building and since this is a PUD, a Concept Plan is required to come before the Committee and has already gone before the Plan Commission. He said the current facility is 4,500 sq. ft. with a single drive thru and is on approximately 1 acre. He said the surrounding area is primarily commercial but to the south is multi-family with a directly adjoined parking lot. He said the proposed building would be oriented in the east to west direction along Main St. with the front facing east and the rear facing to the west. He said the building would be approximately 5,235 sq. ft. and will circulate counter clockwise with a one-way circulation. He said it will have 2 curb cuts instead of 4 and will contain 49 parking spaces along with 2 handicapped spaces. Circulation for the drive-thru would include 2 menu boards that split off, with one for ordering, and then circulate to the south to a pay window, then a pick-up window and a third window called the "pull forward" window for orders that take longer. He said it meets the stacking requirements of 15 spaces and is a much more efficient drive-thru system which is standard prototype being developed nationwide. He said the trash corral and recycling would be at the southwest corner of the site as a masonry enclosure with gates and there would be an outdoor patio with a water feature. He said they would be requesting a deviation on the south side; right now there is a chain link fence with no landscaping and a zero yard setback, and what is required is 10ft. They need to request 5ft. since it adjoins a parking lot and some open area and it would also enable them to get some more landscape foundation on the north side of the building, which staff felt was a good accomplishment. He said 52 parking spaces are required by the city's code and they would be providing 49 spaces, which would be more than adequate because of the more efficient drive-through system. He said the building elevations and the wall signage are very attractive with brick veneer walls, cultured stone arcades, awning and roof caps, metal trellises above the drive-through and the mechanical equipment would be screened by a metal parapet. He said the entrances would be on the north side, the other would be the east side which is the non-drive-thru side. He said the city's code only allows for one wall sign for each public street and since they only have frontage on Main St. they need a deviation because their prototype buildings all across the area contain the stone arcades with the logo sign, the McDonalds signs on the 2 entrances, and the west elevation. He said the rationale behind the request is that they are well under the 177 sq. ft. and the monument sign that will replace the existing sign will meet the code.

Keith Demchinski- Landscape Architect-Norris Design –explained the landscape plan for the site. He said it would be a significant upgrade in landscape as to what is there now. Trees will be along the frontage on Main St., with additional foundation landscape and a mixture of ornamental,

evergreen and canopy trees throughout the site. He said there is a retaining wall proposed on the south edge of the site but that there are a few deviations being requested; one is in the foundation landscaping because they are not able to meet all the foundation trees because they are one short due to the drive-through; there is a 75% requirement for front landscaping and they are exceeding that requirement, there is also a 50% requirement for the rest of the building sides where they are currently 8.5 linear ft. short; the street frontage will be short 12 ornamental and evergreen trees. He said the water feature would be just to the west of the outdoor seating area and will be visible from Main St. and will consist of a mixture of limestone and river rock around the pond. He said the landscape material will all be native to compliment the cultured stone of the building façade.

Mr. Kasson said the fence being proposed on the south side would be board on board and that the Plan Commission requested some similar fencing on the east and west side, but that they would meet with staff regarding that before submitting their package. He said he thinks it meets all the requirements for the PUD, the purposes of the PUD, the creative approach to landscaping, enhanced architecture, enhanced landscaping, the outdoor areas, water feature, less impervious area, eliminating 2 curb cuts and some innovative stormwater design.

Aldr. Rogina asked how long, from the time of demolition to up and running, the new building would be. Mr. Kasson said about 3 months and that the one in Batavia was done in even less, about 70 days.

Aldr. Lewis asked if this design is the same as the one in Batavia. Mr. Kasson said the elevation is similar as far as the brick veneer and stone arcades.

Aldr. Bessner asked how tall the fence would be on the south side and if it's to eliminate the light from headlights. Mr. Kasson said 6ft. and yes the board on board is to eliminate the light and there will be about 2 ft. between the drive thru lane and the relatively narrow fence with maybe a bit of sod.

Aldr. Turner said the elimination of the curb cuts is a really good idea.

Chairman Carrignan said the city does not like to do one lot PUD's. Mr. Kasson said he is aware but that the main reason is due to the deviations needed for the sign code. Chairman Carrignan said he thinks those are all workable along with the landscape issues, but what the Comprehensive Plan calls for on the west side is cross access between lots. He said he likes the 2 curb cuts but pushing a left out of the west side may be challenging and that west out of the east side might be more appropriate, and maybe on the west side having east out due to the cluster of driveways there. He said he would really like to see a conversation about cross access. Mr. Kasson said there are a number of hurdles on the west side and they will lose significant parking. There is already a problem with Beef Shack customers parking on their lot, and it would really affect the one-way circulation. Chairman Carrignan said he would consider having a right-in and then only a right-in to go into the Beef Shack lot and not exit out of that lot and he thinks that is important to look at. Chairman Carrignan asked if there is an escape lane behind the drive-thru. Mr. Kasson said yes, there would be.

Aldr. Stellato asked if there would be any type of cross access to the driveways for the shopping center across the street. Mr. Kasson said he would include those in the next go around to see how they line up. Aldr. Stellato said he agrees with the cross access easement to the west and that he doesn't have any problem with the signage, square footage being lower is good and that he is generally supportive of the application.

Aldr. Monken had no comments.

Aldr. Payleitner had no comments.

Aldr. Turner said he supports it.

Aldr. Martin said he supports it.

Aldr. Krieger had no comments.

Aldr. Bessner said he supports it but that he doesn't know that it would be aesthetically correct to have fencing around 3 parts of the property because it would cause a complete block off.

Aldr. Lewis said she supports it.

Chairman Carrignan said he supports it also, and he thinks the variances are doable but he would really like to see the cross access easement addressed. Mr. Kasson said they will look into it but he thinks it will be challenging. Chairman Carrignan said the reason for concept plans is to point out the challenges.

b. Recommendation to approve a Map Amendment, Amendment to a Special Use for a Planned Unit Development, and a PUD Preliminary Plan (Corporate Reserve Multi-Family Residential).

Paul Robertson- JCF Real Estate- 8608 W. Catalpa-Chicago, IL-said the last plan seen was at 317 units in 15 residential buildings plus a clubhouse on 20.3 acres of the project, which includes 2 story buildings on the west to buffer the housing to the west. He said they are now asking for approval of the elimination of 86 units and 4 buildings on the east side of the project, which is now 231 units and occupies 14.6 acres of the parcel. He said they have approval from the Housing Commission of a $1.3 million contribution or 13 units and that has not been reduced with the reduction of the units. He said by removing those buildings it gives them an additional 5.7 acres to use for the current office zoning and that it is just for illustrative purposes and is not a request for site plan approval for the 3 buildings; it just shows that given the same footprint they could potentially fit 3 more buildings on that. He said the apartment property now at 14.6 acres is a smaller component of the overall mixed use development with over 100,000 sq. ft. of single story offices, over 45,000 sq. ft. of multi-story office, which would be 16.5 acres of the site, and the retail/restaurant component along Main St. is 4.5 acres of the site. With the reduced apartment component it really becomes a balanced mixed use development. He said they believe the multi-family piece will drive demand for additional office and will create demand for the restaurant and retail out in front and with the 3 components working together it will have a synergistic effect in accelerating the whole development of the site.

Aldr. Bessner asked if they foresee when additional office space build-out would occur. Mr. Robertson said trying to lease with 25 acres of vacant land next door does not help but he believes with all the people, energy and activity they will be in a better position to lease the office and it certainly drives more use along Main St. as far as restaurant/retail in addition to the discretionary spending in the businesses across the street. He said he would like to give an exact number of years but he is not sure. Aldr. Bessner said he is trying to decipher whether it's a plan that's in place or if it's just moving stuff around. Mr. Robertson said it's not moving stuff

around, they are just trying to anticipate the demand, but that the 2 buildings that they have preliminary approval for would be moving first out of the site.

Chairman Carrignan noted for public record that he received 2 more pages of petitions with 19 additional signatures.

Aldr. Krieger said back in August she had asked about the payment of the property taxes and that she now sees that the County records show that the tax bill actually went into tax sale and it makes her wonder about the financial liability of the project and whether or not the owner of the property feels responsible for the taxes and if they are paying their fair share. Mr. Robertson said it is true that the taxes have not been paid and have been sold but that they do have every intention of making them current before May when the 2012 taxes will be up again. He said this project certainly gives them more ability to pay the taxes.

Aldr. Lewis asked for a memory refresher on the rent collection for each apartment layout. Mr. Robertson said market studies show it at about $1.45 per sq. ft. and the average is 900 sq. ft. He said the plan has 16 studios, 156 1-bedroom units and 145 2-bedroom units, so at a 960 sq. ft. average, it would be about $1,300 for a high end apartment. Aldr. Lewis asked how many garages. Mr. Robertson said each building has 8 individual garages and with 10 buildings there are 80 garages so not everyone will get a garage. He said that their market study shows that they should be at around 25% of enclosed parking for upscale rental, and that Amli on the east side is about the same ratio.

Kim Malay-526 S. 16th St.-said she is the president of the Near West Neighborhood Association, she said she is addressing concerns on both project being heard tonight. She said there seems to be a message from some at the City regarding those residents that take the time to involve and address their concerns and she knows that is not coming from the City Council, but it still reflects on the Council. She said the message is that there are only a few residents who have concerns, that they do not want anything built, that they are anti-development, that they do not give any direction of what they would like to see, that they believe there is an unending line of developers that would just be waiting to build here, and at times that they do not even know what they are talking about. She said to start with, she finds that attitude very disrespectful, and that many of us have taken a lot of time to get educated on the issues and to help inform those that have joined us, some have worked hard to circulate petitions that have generated thousands of signatures between 2 and 3 petitions. She said they have spent years attending these meetings and have followed the proposed developments from the beginning, and have never said do not build anything, and even though some choose to minimize their voice and efforts, they have even offered suggestions. She said she finds it interesting that the city's very own survey which was used to assist and justify in the Red Gate Bridge construction expresses the very same opinions that those of us have that have attended these meetings, that these high density developments are not wanted. She said the survey says 83.2% do not want apartments, 80.3% do not want townhomes, and it even shows that 71.5% do not want single-family and the survey claims to address the feelings of 95% of the residents. She said if this is the case, she thinks it's safe to say that there are not just a few residents with these concerns and with all of that being said she asked how many is enough before we are taking seriously. She said they realize economic times are tough and that there are not a zillion developers waiting to develop these properties but that it should not mean these should be developed just to develop. She said we are not saying to not develop ever, but are just asking for respectful, responsible and appropriate quality development; developments that will enhance their neighborhoods, not be a detriment. She said these 2

developments are extreme when it comes to their proposals and are not out in open areas but are within older existing neighborhoods and next to existing developments, some of the residents have lived in their homes 10, 20, 30 and even 50+ years and they know what they are living/moving by and never imagined that the use would change. She said others have bought more recently, but bought with the understanding of what the approved use was, as in the example of Corporate Reserves, which was office and retail, and they never imagined it could change to a high density residential development. She said again, that they realize times are tough, but that only begs the question more, why the push for high density, the market is not there and why sacrifice office and retail space for residential when the city's survey shows that 57.2% of the residents feel more office use is needed and 70.2% want more retail space, especially when there are properties in the surrounding area that have been conceptually approved for multi-family and there has been no interest on those. She said the developers on both Corporate Reserves and Lexington knew what they were getting into, and granted as previously stated by Mr. Stillwell that the developers were given the direction by some at the city, but that was not by the City Council nor is it the Council or the residents fault. She said during the Comprehensive Plan discussion at the Task Force meeting held on Oct. 30, the Task Force discussed the type of density appropriate for proposed developments and although there has not been a final decision regarding the two developments, it was clear that the feeling tended to be that the density should blend with the surrounding area, and in her opinion if the two proposals had come forward with a more appropriate density, they would have passed without a word being said; instead the last few developments being proposed have had such extreme density levels it has woken up the residents and they have realized they must take action. She said tonight there are three different sections of the west side joined together to address their concerns and some from other areas of the city as well. She asked the Committee that as their elected representatives, to please do what is best for the community now and in the future and look at what the impacts will be both positive and negative. She asked if that is what the Committee wants their legacy to be, and if not then the committee should deny the developments as they are proposed because they are not what is best in the end.

Aldr. Payleitner asked about the number quoted from the survey and said they do not match what Ms. Malay said. Ms. Malay said the undecided get put into the negative column. Aldr. Payleitner said she sees them broken out as "greatly needed", "needed", "neutral", and "not needed". Ms. Malay said right and they were told that the "neutral" and the "not needed" were supposed to be put together. Aldr. Payleitner said why would "neutral" be added to "not needed" and that the reality is that 56% of 435 people said that they prefer not to have rental apartments. Ms. Malay said and that is supposed to address 95% of the resisdent and that is in the survey as well. Aldr. Payleitner said she does not see that and that she only highlighted what was applicable for that evening.

Aldr. Payleitner said she appreciates the efforts put out on the petitions but that she feels verbally that some rumored information put out there by a resident via email and an article in The Patch claiming the Mayor's involvement and Section 8 housing may have been communicated to signees. Ms. Malay said there has been no discussion regarding Section 8 housing because they know that is not the case. Aldr. Payleitner said she is sure that is the case for Ms. Malay but how could the other residents that received that email or read the article in The Patch not be swayed and that it puts a taint on the signatures because the date the signatures are verified for is the same day, December 6, as the email from the resident. Ms. Malay said those are for Corporate Reserves and she had nothing to do with that so she cannot say anything. Aldr. Payleitner said

Corporate Reserves is what is being discussed right now on the agenda and that she was only asking because Ms. Malay made reference to it in her speech. Ms. Malay said that type of attitude honestly minimizes the efforts of the residents. Aldr. Payleitner said no, it makes her think twice because of all the rumors and it skews things, not that she thinks anything less of the residents or signees but that it is tainted. Ms. Malay said a lot of the people for Corporate Reserves have attended a lot of these meetings and have continually addressed their concerns before those emails or articles were even put out there. Chairman Carrignan said he agrees with Aldr. Payleitner because Section 8 housing has never been heard the entire time that Corporate Reserves has been discussed but yet there are emails that mention Section 8 housing and that if Ms. Malay is allowed to use that temperament than Committee is allowed to as well. He said someone out there is spreading inaccurate information and that Committee is to find the facts and accurate information. Ms. Malay said she agrees and it is up to them to educate the residents.

Aldr. Rogina said Aldr. Payleitner makes a good point and in regard to the survey, it is clear that almost 50% of the populous are against apartments, give or take a percent or 2, he thinks the Council needs to take into their own minds what neutral means as a decision is made. He said it does not mean that 85% are necessarily against the apartments.

Vanessa Bell-Lasota-1610 Howard St.-Said to Aldr. Payleitners comments for clarification in reading the survey, it does refer to the percentage of the small number being extrapolated to represent 95% of the population and that is the survey measurement tool, so if it is trusted for one project it should be trusted for all. Aldr. Payleitner said in all fairness she did not use it for the Red Gate Bridge either.

Ms. Bell-Lasota said there have been a number of petitions that have come forward to the city and many times these questions do come up and at some point the hearsay need to be trusted less than the signature. She said she believes when a resident signs a petition they take it quite seriously and she feels it's dangerous ground to stand on to start questioning what information those signatures received to cause those residents to sign the document. She said when treading in that area it's dangerous waters and how far does that go every time a petition goes forward to question the body of those petitions. She said as one who has gone door to door, the energy and the dedication that it took the people to write that petition correctly for Corporate Reserves and to strive to present the information correctly is a charge given to the petitioner that is taken seriously and she just does not want the doubts to cast a pall on the energies of so many. Aldr. Payleitner noted that there are signatures on the petition that also match the emails, so it is not just a coincidence. Ms. Bell-Lasota said she didn't know what Aldr. Payleitner was talking about in regard to the emails.

Orazio Difruscolo-282 Birch Lane-Remington Glen- said he was the one that sent the email regarding the rumors and he was not accusing the Mayor of anything, he is just looking for the truth and that was why he sent it directly to Council and the Mayor. He said he did delete the sender because she is not the publisher of the rumors, which also was shown in The Patch. He said he went door to door and his signature is also on the petition and people do not want the apartments and it has nothing to do with the rumors. He said he was not a coward; he went directly to the Council and Mayor for answers. Chairman Carrignan asked what his questions were. Mr. Difruscolo said the rumors are that there is a coincidence that there is a connection between the Mayor and developer; also that there would be Section 8 housing. He said the Mayor sent him a beautiful reply email, and that he just wanted it to be clear that he did not spread the rumors and he only sent the email directly to them to get the truth. Chairman

Carrignan asked Mayor DeWitte if he would like to address this or if his response email was sufficient. Mayor DeWitte said his email to the Mr. Difruscolo was sufficient. Chairman Carrignan asked Mr. Difruscolo if Mayor DeWitte's email to him answered his questions. Mr. Difruscolo said yes.

Sue Tills-224 Valley View Dr.-addressed the Traffic Study as being inaccurate and on page 1 and 7 it addresses the Campton Hills and Route 64 interchange. She said the delay time currently is 4.5 minutes to get onto Route 64 from Campton Hills Rd., which is accurate and is actually worse at times but the problem is that the traffic study says that the Oak St. construction is going to alleviate that, at it has not. She said apparently no one told the State that they were supposed to take the construction to Campton Hills Rd so they stopped 20 ft. short of it so there is still the same delay, and adding offices, apartments or anything will just add traffic and asked that Committee consider that there needs to be improvements made there because it is a dangerous situation as it is now.

Linda Radford-283 Remington Drive-said that nobody wants these apartments and that the Council passing the past Comprehensive Plan zoned that area for something that they knew would bring in tax revenue and that they now want to amend the plan and the residents do not want it. She said the city is in wonderful financial straits right now and she thinks things should be left as they are and to have some patience. She said perhaps someone from the Economic Development Dept. can do something to get businesses to come and rent those places but that the residents do not want apartments in their backyard, or the traffic, or anything other than what they were told would be there. She said she walked all weekend getting petitions signed and every person in Remington Glen is represented on that petition saying no, with the exception of 2 or 3 that were out of town and that the rumors mean nothing to her but what does mean something to her is looking out her window and seeing the prairie path, the geese, the deer, and to see it the way she bought her property, and the way the city meant for it to be. She said Remington Glen has a new buyer and hopefully they will finish the development and she asked the Committee to give them a break and to have patience.

Aldr. Rogina said he thinks he speaks for his third ward partner, Aldr. Turner, when he says that the survey is an important document that should be taken into consideration when making a decision. He said he is concerned about the traffic study at Route 64 and Peck Rd. and it bothers him already. He said there is a new Comprehensive Plan in the works so maybe right now they should stick to the old plan which calls for office and granted there is some vacancy in the county but maybe there should be some patience. He said ample consideration should be taken by the residents of the community and he has heard enough and himself and Aldr. Turner will be voting against the development.

Aldr. Turner said he understands we are in tough economic times but he is willing to give it more time, have some patience and give it 5-years and after that all bets are off and this cannot be left vacant forever. He said he thinks OR is the proper zoning classification especially on Rt. 64 which is the West Gateway.

Aldr. Lewis said she agrees that there is overwhelming evidence that this particular project is not necessarily what the residents are looking for and she believes and has been consistent in her comments that the zoning should remain OR. She said her vote is not about legacy but just concurs with the third ward alderman and she supports their decision.

Aldr. Turner made a motion to deny the Map Amendment, Amendment to a Special Use for Planned Unit Development, and PUD Preliminary Plan (Corporate Reserve Multi-Family Residential). Motion was seconded by Aldr. Rogina.

Aldr. Stellato said that for point of order, anytime there is a negative recommendation it is always confusing, so a positive vote is in concurrence with the negative recommendation. Chairman Carrignan clarified that a "yes" vote is a "no" for the applicant.

Roll Call Vote:
Ayes: Stellato, Monken, Payleitner, Turner, Rogina, Martin, Krieger, Bessner, Lewis
Nays:
Absent: None
Motion Carried.

5. ECONOMIC DEVELOPMENT

Aldr. Stellato recused himself from discussion for the next item due to being Co-Chairman of the Chamber Committee.

a. Recommendation to approve a proposed Industrial Arts College Scholarship Program.

Mr. Aiston said he was excited to announce a proposal for a new scholarship program that city staff has been working with the St. Charles Chamber of Commerce in developing as a means to assist graduating seniors at both North and East High Schools in finding tuition and financial assistance generally in meeting the needs of entering a program at Elgin Community College that is designed to benefit local employers, particularly those in the industrial sector. He said, as planned, the intention of the project is to award two $1,250 scholarships, one for North and one for East, which allow students to pursue an associate's degree in applied science as well as certification as a vocational specialists through disciplines offered through career and technical education at Elgin Community College. He said the plan is to have the city fully fund this which would be in the amount of $2,500 for academic year 2013/2014 with further intention that following year the program would be split between the city and the Chamber of Commerce.

Mr. Aiston showed a PowerPoint presentation which listed the associate degrees in Applied Science and Vocational Specialist Certificates conferred by ECC.

Mr. Aiston said this will allow for students who are not looking for traditional 4-year university colleges but rather for careers in technical and applied science and to better enable the local labor force to be skilled to meet employment needs of our local industrial sector. He said 2 members of the Chamber's Industrial Council, Jim Keller and Frank Weber, were present to answer any questions.

Aldr. Rogina said as Chair of the Business Education Dept. at St. Charles East for 14 years, he worked closely with the Chamber to develop an internship and apprenticeship program and he wished this speech was being made 14 or 15 years ago. Mr. Aiston said staff is looking for the endorsement to move forward because they have developed a template application they would like to get to the schools and it would be placed in the 2013/2014 budget. Aldr. Rogina said sometimes students that may only want to do a 2-year program to go right into manufacturing or some type of technology are sometimes the forgotten ones so the opportunity is to provide them with some financial assistance. Chairman Carrignan said as someone living and working in the

industrial world every day that he has had the opportunity to join Mr. Keller and his group to attend a few of the Industrial Committee meetings and he is excited about this because St. Charles has one of the top 20 industrial parks in Illinois and there is a critical need for people in the industrial manufacturing technology world.

Aldr. Rogina made a motion to approve a proposed Industrial Arts College Scholarship Program. Motion was seconded by Aldr. Martin. No additional discussion. Approved unanimously by voice vote. Motion carried.

Aldr. Stellato rejoined the Committee.

b. Presentation of East Gateway Business District Plan (Ehlers).

Mr. Aiston said the presentation for tonight is for general information purposes. He said in recent months the city initiated the consideration of developing per state statute a business development district along E. Main St. He said the proposed district runs from Hunt Club Dr. east out to the corporate boundaries including all the commercial properties that front and are proximate to Main St.

Mr. Aiston then showed a PowerPoint presentation on business districts. He presented that business districts are: an economic development tool to help jumpstart economically sluggish commercial areas; a marketing tool to help local governments attract private development and new business; and a financial tool to help with the improvements needed for that attraction, like building renovation and rehabilitation.

Mr. Aiston said the city should seek to designate a portion of E. Main St as the East Gateway Business District because the resident survey indicated that E. Main St. had the lowest number of rating of excellent or good with respect to attractiveness or appearance. He said the way to address that is to develop economic development opportunities along Main St. to bring private property owners to the table to address their properties and buildings. He said the study proved the area is eligible under state statute because: commercial property values have not kept up with the surrounding area, existing conditions being economic underutilization, unsafe conditions, defective or inadequate street layout, deterioration of site improvements, improper subdivision/obsolete platting. He then showed some properties that are currently under those conditions.

Mr. Aiston said in looking specifically at property values and in terms of lagging equalized assessed value, looking at the percentage that reflects a change from year to year with the exception of 2008, the areas values have been significantly lower than the rest of the community in terms of change, specifically Charlestowne Mall. He said then gave some examples for other towns that have used money generated through the district statute; Lombard-Yorktown Mall, Long Grove-Sunset Grove, Bloomindale-Stratford Square and East Dundee-Dundee Gateway.

Mr. Aiston said the eligibility study was done and Council then authorized staff to enter phase 2 with the consultant which was to write the redevelopment plan and that has been done in draft form. He then listed the objectives; strengthen the economic well-being of the business district, stimulate private investment in new construction and redevelopment, create new job opportunities, improve the visual attractiveness of the business district and reduce or eliminate the factors that qualify the area as a business district. He said the plan components and the draft plan has been completed which include: boundary map, general description/location, estimated

cost, method and terms of financing and funding mechanisms. He said the mechanisms that are at our disposal, if the plan is created, the sales tax can be raised up to 1% for the retailer's occupation tax as well as the service occupation tax. He said a business district hotel/motel tax could be imposed that is up to 1 penny per dollar at .25 increments, but that creating the district does not require the Council to act on a tax. He said the next steps would be: to host meetings with businesses, return to P&D Committee with report on outcome of meetings as early as February, hold a public hearing, consider an Ordinance designating the district, and utilize business district to encourage development and redevelopment with district.

Aldr. Bessner asked if there is a way to measure how many years it will take for a significant improvement. Mr. Aiston said in looking at retail it depends on the economy, so it is hard to say but once the projects start to build and we can get tenant arrangements or new property owners they will tend to accelerate exponentially because it creates more activity and more activity creates more consumption which attracts more businesses. He said up front it will be how much attractiveness we can get once the district opportunity is created.

Aldr. Bessner asked if it is safe to say, with the economy the way it is now, that it might be time to take advantage of improving the aesthetics and attractiveness. Mr. Aiston said he thinks the timing is good and by next year there would be some substantial improvement and closure near Route 64 that will allow for better traffic flow to get in and out of access points. He said he thinks the public development may spur private development but when it can be incentivized there is a tool to assist where possible to have them attract new business to private property.

Aldr. Lewis said if the tax is put in place can it later be raised. Mr. Aiston said it can be increased according to the statute, but that is another action all together, but that he doesn't plan to approach the Council until there is some real prospective development interest, but having the tool in place where it can happen after the hearing- we created the district, did the study and the plan- we will be well armed to make a good argument for any that will be needed.

Aldr. Stellato asked what happens if they decide to go through with the plan and someone comes along and says they would like to do something on one of the properties and they need the tax implemented, what as far as statute would need to be done to pass the taxes. Mr. Aiston said the public hearing will show the plan, and the plan includes a budget and within the budget includes the funding mechanism which is the tax, so in adopting the plan after the hearing, the budget has then been adopted and the district is then created. He said the tax is a separate action that is a separate ordinance to impose the tax at whatever level it is. Ms. Jones said the process is fairly similar to the TIF process in that the plan is created, a public hearing is held and if changes are made to the plan, it may be required to go back. If the initial authority is for the 1% tax then the process should not have to be repeated. Aldr. Stellato said then it is left in suspension until there is a plan until we are ready tax, then it would just be a simple majority. Mr. Aiston said that's correct. Chairman Carrignan said then a number cannot be set on that until there is a plan in place. Mr. Aiston said the final plan will be after the hearing and presented with a tax up to but not exceed 1 cent and that anyone in the district can apply for those funds. Chairman Carrignan said what if there is a series of smaller developments like Tincup Pass who would like to go forward how would that work. Mr. Aiston said you would look at the actual sales out there annually right now and then calculate what a 1 cent or a .5 cent would generate on the existing sales. He said this also calls for the service occupation tax if proposed, and also allows for the hotel/motel tax and depending on what is wanted, a range of funds can be calculated and considering the entire district on an annual basis, it is not a small number. He said what he

thinks should not be done is to dedicate something above and beyond on an individual project and then limit ourselves on a large project down the road. He said businesses would be taking on debt themselves but they will be reimbursed every 4 months which would help pay off their debt. He said he believes there is a significant potential within the district itself on an annual basis that far exceeds a $150,000 rehab on building. Chairman Carrignan said he just worries about having a series of small ones and miss the big target. Mr. Aiston said he appreciates that.

Aldr. Rogina asked if there will be Council representation at the meeting held with the businesses. Mr. Aiston said they have not contemplated yet but he thinks he would target certain property owners like large properties and meet with them individually and there will also probably be a collective business meeting. He said he hadn't thought about it much but he would consider having Council representation but that tonight is just for informational purposes.

Chairman Carrignan called for a 5-minute break reconvening at 8:35PM.

c. Recommendation to approve TIF Redevelopment Agreement (RDA) between St. Charles – 333 North Sixth Street, LLC (Lexington Club redevelopment) and the City of St. Charles.

Mr. Aiston read a statement to introduce the topic. He said last month the Planning & Development Committee met, staff presented the proposed terms of a draft redevelopment agreement between the city and Lexington Club pursuant to the state's tax increment financing statutes, and after having done so there was some discussion concerning the redevelopment plan and the fact that it had been revised since when the original Joint Review Board had met last winter specifically with respect to the plan's budget and the list of TIF funds eligible costs. He said the budget reflected an increase in the amount of developer reimbursable expenses for three specific activities, those being demolition, site leveling and environmental remediation; the original plan was for a total request of $4.96 million with the total TIF cost of $5.25 million, and the revised budget calls for a total request of $6 million with a total TIF cost of $6.29 million. He said the reason for the increase was due to the increase in gap between anticipated cost and anticipated revenues of the project, and in the revised gap analysis cost stayed constant but revenues have declined, which is due to the reduction in total housing units proposed in the development from the original 142 to 130 which was pursuant to the PUD as recommended by the Planning & Development Committee in May of 2012. He noted that the engineers estimated cost for all three activities has not changed from the $6.4 million and after considering the information, Committee asked staff to reconvene with the Joint Review Board so all taxing bodies would be fully informed of the budget revision and be given the opportunity to provide input on the changes. He said the JRB reconvened on Dec. 5, 2012 and the taxing bodies were informed of the changes and Chairman DeWitte asked for input from those members attending and at that time, with the exception of the D303 representative who reintroduced Superintendent Schlomann's 2010 letter, indicated no objection to the TIF provided TIF fund eligible reimbursement costs remain limited to the three cited activities of demolition, site leveling and environmental remediation, and the JRB have not changed their recommendation nor are there any objections. He said in 2006-2007 the developer approached the city with the proposal to purchase the former Applied Composites site indicating desire to construct a residential development on the property and at that time it was noted that an amendment to the city's land use plan would be required as well as ultimately changing the zoning consistent with the plan amendment and the proposed project. He said in the advance of purchasing the property, the developer stated that because of existing conditions hindering the property in the areas market

place, the project would need some TIF assistance, and it was then recognized that through a public-private economic development agreement helping to eliminate the market disadvantages as described while at the same time the city could cause the remediation of the environmentally contaminated site. He said ultimately the developer presented a plan showing medium density residential use in conformance to the aforesaid plan amendment. He said tonight staff is asking for Committee to make a recommendation on the redevelopment agreement as well as recommend that Council approve the TIF district which could go to Council as early as Dec. 17, 2012.

Aldr. Turner said he questions the wisdom of doing a residential TIF, he then recapped on the status of the mall and First Street TIF's that are in place right now and that he feels those have failed; once the residential component came in they failed. He said here we are 7 years later with a 100% residential component and the city does not have a good track record mixing TIF and residential. He said he is very leery that this TIF, even if it's a "pay as you go" is in the city's best interest and he sees this as a $6 million risk he is not willing to take and it does not look good based on passed history. Mr. Aiston said the "pay as you go" is a big consideration because it speaks to the question of risk, and in the demolition of the mall and public improvements at First St. in advance of the proposed projects, the city took on debt that needs to be repaid. He said under the "pay as you go" program the city is at no risk and takes on no debt, the developer takes on all of that, and only gets back as the project gets built, so all the risks are on the developer and that has an impact on the gap. He said the worst case scenario is if the developer does not build the project and then is stuck with a $6 million bill and they go away and the city gets some exposure that the project was pursued, but at least there would be a clean site. Aldr. Turner said he is leery that it would even get built and the housing market is starting to slowly recover, but the one thing that hasn't recovered is the multi-family and he doesn't think it will be successful as a project. Mr. Aiston said he appreciates that and he agrees owner occupied townhomes and condominiums remain soft but that we are looking at 4 years down the road and it may not be without precedence that the market will come back and that type of living will also with the young professional population.

Moises Cukierman-Lexington Homes-said many times these homes are labeled as multi-family, but are really single-family attached. He said they have already built into the number given to the city, the current market conditions and the market is recovering. He said everyone is talking about $6 million and the developer is investing a lot more than that, it's more like $10 million and after that they will continue invest; in the end it will be a $40-45 million project but the owners of the development will take that risk and the borrowed capital will have to be repaid, and before being reimbursed there will need to be success. He said it is a "pay as you go" TIF and before they get any money they will have to be successful because a tax increment will then be generated and if they fail they get nothing but the city will get a clean site, roads and utilities, therefore the developer will have failed, not the city.

Aldr. Bessner asked how long until the site is cleaned. Mr. Cukierman said they have promised to enroll the site in the IEPA the day after they receive final approval, and then a plan on what will be the most effective way to clean up the site will need to be come up with, which will then give them another 8 months from beginning to end, and then there will be land development started, which is supposed to start October 2016. Mr. Aiston said a developer must submit a completed application for final subdivision of a PUD plat approval as to commence redevelopment of the subject property within 60 days of the Council approval of the preliminary PUD, which could happen as early as next week. He said in May of this year the preliminary

PUD was moved forward and after that within 60 days the developer must submit a final plat of subdivision, then the day after the developer will successfully enroll the property in the IEPA site remediation program, within 240 days of approval and that is what starts the process for clean-up. He said there the project must commence and also there must be substantial completion of all onsite utilities, including water, electric, storm, sanitary and roadways, and also construction of the project itself must start by October 15, 2016.

Aldr. Rogina said he wouldn't mind a TIF just for the remediation only and he understands that the $6 million takes the gap into account but that he cannot in good conscious support that.

Aldr. Stellato said staff has done a good job along with Mr. Stillwell representing Lexington and he really doesn't have a problem with the gap analysis. He said in looking at the economics of the TIF, his concern is not so much how the numbers are progressed, but with the request itself, in looking at the cost of remediation and demolition in the range of about $3 million and he looks at the two and sees them as TIF eligible but he feels that cost cannot be predicted in just looking at a piece of property. He said the site leveling coming to $3.5 million of the proposal, and for those in the business that know how to judge, measure, quote and estimate all before the property is even purchased, and that to him is an unreasonable request in the TIF and sticking strictly with the finances and the reason he cannot support it is due to that request. He said he feels the request is an eligible cost but is too large and he feels anyone else coming in to buy that property would do an analysis and would base their purchase price on whatever the site grading would cost them and he feels it's the developer's responsibility to figure that out well beforehand.

Aldr. Rogina said he knows the residents want the site cleaned up and he would support a TIF for that alone for a lower amount.

Aldr. Payleitner said she saw the numbers broken down and asked if that is a set in stone number. Mr. Aiston said the estimate was $6.4 million but the reimbursement according to the TIF terms cannot exceed $6 million or the actual cost, whichever is less, so they have to prove up their cost in the three areas and if the cost ends up being say $4 million that is all they will get.

Aldr. Krieger said should this be voted down what will happen to the property and who will then become responsible for the remediation. Mr. Aiston said he doesn't believe the city's local ordinances have any code violation in terms of environmental concerns but that the IEPA could be approached and they can undertake consideration as to whether any state laws are being violated, but otherwise he is not sure what would compel the owner to clean the property up beyond this redevelopment agreement.

Aldr. Rogina asked if the city enforces violations of state law. Mr. Vann said they would get the IEPA involved, but as far as cleaning up the site as it exists today, if the project were to not go through, the city would need to start addressing those issues.

Chairman Carrignan said he has learned a lot through this process and it's been enlightening, not only from staff but also the neighbors. Mr. Stillwell asked to address the Committee. Chairman Carrignan said he was addressing the committee at this time and that it was beyond that point.

Chairman Carrignan said St. Charles is becoming a close community and growth opportunities are few and far between and that there is an opportunity here to remove a brownfield and put in residential which is close enough to affect things going on downtown as far as bringing people into the area. He said he thinks that a $6 million risk on a return that is somewhere near $50

million over the long term, that is effectively guaranteed by the "pay as you go" TIF, is worth the risk. He said the thing that has convinced him that this is of value is that it has twice gone before the Joint Review Board and that the school district, who would be affected the most, has approved it twice, and with all that being said, he would be a yes vote for this but he does not get to vote.

Aldr. Rogina said he wanted to challenge Chairman Carrignan's point because he thinks he is tying the two together and in remarking specifically to the TIF that he feels in a big picture scenario that they could all say to move on and do it right but in speaking outside the TIF and thinking of the project area, he thinks he could agree with Chairman Carrignan if it were under the right conditions.

Aldr. Payleitner made a motion to approve TIF Redevelopment Agreement (RDA) between St. Charles – 333 North Sixth Street, LLC (Lexington Club redevelopment) and the City of St. Charles. Motion was seconded by Aldr. Bessner.

Roll Call Vote:
Ayes: Payleitner, Bessner
Nays: Stellato, Monken, Turner, Rogina, Martin, Krieger, Lewis
Absent: None
Motion Failed.

Mr. Stillwell said this process has played out over the last several years with hundreds of hours invested and hundreds of thousands of dollars expended and this all started based upon the city's view and establishment of the amendment to the Comprehensive Plan which identified what the Committee wants, not what his client wants, but what the community wants, and throughout the process this applicant has listened to the Committee's requests and have made change after change to accommodate the concerns and at some point there needs to be some accountability and some respect for all of the effort and the expense and that respect should be shown much earlier in the process and this shouldn't play out here in the end. He said contrary to all of the indications that were given, we did what was asked of us including four additional offsite improvements, more money for transportation, and in each instance it was understood from the very beginning of the process that a TIF component was essential to make this happen and that Mr. Aiston identified that was identified and done before the land was purchased because there were problems. He said it is not a question of $3 million or $6 million, or a question of 3 line items, the reason for the 3 line items is because the school district identified that those were 3 items that were focused on for the TIF. He said there are a lot of other eligible costs and it is not a question of the amount of money, it is the amount of money necessary to make a project viable, it's not an arbitrary number, it's a real number based upon budgetary realities. He said this is not the way to analyze whether a TIF is appropriate, and that they have spent a lot of time with city staff over the year and the numbers are real and without those amounts the project will be done. He said the entitlements were voted in favor of 7 months ago and that plan is consistent with what Committee wanted on that site, and knowing that the economic constraints required a TIF, and we were directed to go talk to the park district and school district and everybody agreed including this Committee. He said he has met with people on the Committee face to face and was told to move forward, and he asked where is the credibility, and if we are trying to send a message to the broader metropolitan community that St. Charles is the most unfriendly development community in the western suburbs. He said how does a significant project get approved, because it is a long process and Committee blows with the wind saying one thing one

time and then change the attitude another time, which makes it hard on people that are looking to form capital and invest it. He said he has had a wonderful career for the last 38 years and has been very blessed to do a lot projects in St. Charles but that this is one of the most disappointing examples of what he believes to be political, rather than true business decision making, which is very disappointing to himself as an attorney and is very unfair to his client who has listened and continued to invest based upon the encouragement given and that they are finished.

6. ADDITIONAL BUSINESS

a. Update on the Comprehensive Plan Project-Information only.

Mr. Colby said last week there was an open house for the draft of the plan which was fairly well attended and upcoming on Dec. 12 there will be a Task Force meeting where the they will have the opportunity to review the open house comments and the opportunity to make a recommendation on the draft plan if they are prepared to do so. He said should a recommendation be made on the plan, their work would be concluded, and the plan itself would be put on the Council agenda for procedural motion to direct the Plan Commission to begin a formal review of the document.

Aldr. Rogina asked how the process will play out once it gets to Committee since he is new and the last plan was adopted in 1990. Mr. Colby said the procedure going forward, the Plan Commission is required to complete a review and make a recommendation on the document before it is considered by the Council, and then it will be presented at a Committee level for discussion by Planning & Development where staff will walk the Committee through the document and open it up for discussion, it will not be a situation where it will be presented as is for a vote.

Aldr. Krieger asked when it would come before Committee. Mr. Colby said based on the schedule February is what's anticipated.

Chairman Carrignan said there must be some confusion because he has seen some emails and comments regarding where lines are drawn for the Comprehensive Plan. He said St. John Neumann got a hold of him because their northeast corner was designated as retail, and also some comments in the 2nd Ward regarding the detention pond in Charlemagne, and he just wants to be sure the message is extraordinary clear that the lines are just concepts for the long term and that there is no place where anyone can come and take a pond from one subdivision and swap it for another. Mr. Colby said correct, the stormwater volume that exists has to be accounted for in one way or another and all the plan does is merely identify that there is an opportunity to use a certain piece of property in a different way and there would be considerations as to how to account for what is there now.

7. ADJOURNMENT

Aldr. Stellato made a motion to adjourn. Seconded by Aldr. Turner at 9:13 PM.