

AGENDA
THE CITY OF ST. CHARLES
COMMITTEE OF THE WHOLE MEETING
ALD. RON SILKAITIS, CHAIR
TUESDAY, SEPTEMBER 8, 2026 – 7:00 PM
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. **Call to Order**
2. **Roll Call**
3. **Agenda-Related Public Comment** (this comment period should be limited to comments related to items on the published agenda)
4. **Consent Agenda Items** 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.
 - a. Recommendation to approve a **Resolution** Authorizing a Consultant Contract for Illinois Street Bridge Repairs Design Engineering Services in the Amount of \$51,000. – *Public Works*
 - b. Recommendation to approve a **Resolution** to Authorize a Contract for 2027 Geotechnical Investigations Program in the Amount of \$26,585. – *Public Works*
 - c. Recommendation to approve a **Resolution** Authorizing a Contract with HR Green for 12th Street and Dean Street Improvement Plan Revisions in Association with the 7th Street Commons Development in the Amount of \$40,200. – *Public Works*
5. **Non-Consent Agenda Items**
 - a. Recommendation to approve Amplification and IDOT **Resolution** for the Closure of Main St. (Route 64) for the Holiday Homecoming Parade. – *Police Department*
 - b. Recommendation to approve Amplification for the Lighting of Holiday Lights on the 1st Street Plaza. – *Police Department*
 - c. Recommendation to approve Street Closures and Use of Amplification Equipment for the 2026 Turkey Trot. – *Police Department*

- d. Recommendation to approve a **Resolution** authorizing Intergovernmental Police Service Assistance Agreement between the City of St. Charles and DuPage County. – *Police Department*
 - e. Recommendation to approve a **Resolution** Committing to Funding the Local Match Portion of an ITEP Grant for Bike and Pedestrian Improvements on Campton Hills Road. – *Public Works*
 - f. Recommendation to approve a **Resolution** of a City of St. Charles Redevelopment Agreement (Building 8 Lot, First Street Redevelopment). - *Economic Development*
 - g. Presentation of New Business Guide – *Business Alliance & Economic Development*
- 6. Administrative Matters (Information Only)**
- a. None
- 7. Council Items for Discussion**
- a. Tree Preservation
- 8. Public Comment** (this comment period is open to any topic)
- 9. Additional Items from Mayor, Council or Staff**
- 10. Executive Session**
- **Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)**
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
 - Personnel – 5 ILCS 120/2(c)(1)
- 11. Adjournment**

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TTY), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Recommendation to Approve a Resolution Authorizing a Consultant Contract for Illinois Street Bridge Repairs Design Engineering Services in the Amount of \$51,000	
	Presenter:	Chris Gottlieb, Public Works Manager – Engineering	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost: \$ 51,000		Budgeted Amount: \$ 60,000	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The City of St. Charles owns and maintains eight vehicular and pedestrian bridges. The bridges are regularly inspected and the City receives reports which include recommended repairs and timelines. Based upon these recommendations, the City requested proposals for the design for repairs on the Illinois Street Bridge. Planned repairs include, but are not limited to, bridge deck patching, curb repair, sidewalk repair, and general maintenance items. On August 19th 2026, two firms submitted qualifications to the City. Staff evaluation determined that Alfred Benesch and Company (Benesch) was the most qualified to perform the requested services. Benesch has been under contract with the City as our Bridge Inspection Consultant since 2017 and recently completed the design and construction oversight of repairs on the Prairie Street Bridge. Design is anticipated to be substantially complete by the end of fiscal year 26/27, and repairs will be budgeted for the following fiscal year. Staff recommends awarding Phase II Design Engineering to Benesch with an option to extend to Phase III. If this option is exercised, the cost will be brought forward to Council for approval at that time.			
Attachments (please list): N/A			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a resolution authorizing a Consultant Contract with Alfred Benesch and Company for the Illinois Street Bridge Design Engineering Services contract in an amount not to exceed \$51,000.			

City of St. Charles, Illinois
Resolution No. 2026-

**A Resolution Authorizing a Consultant Contract with Alfred Benesch and
Company for the Illinois Street Bridge Design Engineering Services in an
amount not to exceed \$51,000**

**Presented & Passed by the
City Council on September 21, 2026**

WHEREAS on August 19, 2026 two firms submitted qualifications to the City and staff determined that Alfred Benesch and Company (Benesch) was the most qualified to perform the requested services;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to authorize a Consultant Contract with Alfred Benesch and Company for the Illinois Street Bridge Design Engineering Services in an amount not to exceed \$51,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

PASSED by the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

APPROVED by the Mayor of the City of St. Charles, Illinois, this 21st day of September 2026

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b										
	Title:	Recommendation to Approve a Resolution to Authorize a Contract for the 2027 Geotechnical Investigations Program in the Amount of \$26,585											
	Presenter:	Chris Gottlieb, Public Works Manager – Engineering											
Meeting: Committee of the Whole		Date: September 8, 2026											
Proposed Cost: \$26,585		Budgeted Amount: \$ 60,000	Not Budgeted: ☐										
TIF District: None													
Executive Summary (if not budgeted, please explain): This work consists of conducting pavement cores and soil borings for the PW Engineering and Environmental Services Division 2027 design and construction projects. The cores and soil borings provide vital data for determining the course of action on each of the locations being considered. <u>Bid Results:</u> On August 17th, 2026, sealed bids for the 2027 Geotechnical Investigation Program were electronically submitted. The City received a total of five bids for this project. Each bidder provided a lump sum cost for road program cores/sampling as well as unit costs for on-call testing services. The lump sum costs are listed below: <table> <tr> <td>MSET</td> <td>\$26,584.50</td> </tr> <tr> <td>SRN</td> <td>\$35,140.00</td> </tr> <tr> <td>G2</td> <td>\$37,000.00</td> </tr> <tr> <td>ECS</td> <td>\$63,700.00</td> </tr> <tr> <td>GSG</td> <td>\$75,000.00</td> </tr> </table> Midland Standard Engineering and Testing (MSET) regularly performs pavement core and soil boring work for the City and is fully capable of meeting the requirements of this contract. This contract includes specific cores for the 2027 road program as well as on-call services through April 30th, 2027.				MSET	\$26,584.50	SRN	\$35,140.00	G2	\$37,000.00	ECS	\$63,700.00	GSG	\$75,000.00
MSET	\$26,584.50												
SRN	\$35,140.00												
G2	\$37,000.00												
ECS	\$63,700.00												
GSG	\$75,000.00												
Attachments (please list): N/A													
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution authorizing a Contract with Midland Standard Engineering and Testing for the 2027 Geotechnical Investigations Program in the amount of \$26,585 and on-call testing as requested.													

City of St. Charles, Illinois
Resolution No. 2026-

**A Resolution Authorizing a Contract with Midland Standard Engineering
and Testing for the 2027 Geotechnical Investigations Program in the
amount of \$26,585 and On-Call Testing as Requested**

**Presented & Passed by the
City Council on September 21, 2026**

WHEREAS on August 17, 2026, sealed bids for the 2027 Geotechnical Investigation Program were electronically submitted and the City received a total of five bids for this project;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to authorize a Contract with Midland Standard Engineering and Testing for the 2027 Geotechnical Investigations Program in the amount of \$26,585 and On-Call Testing as Requested.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

PASSED by the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

APPROVED by the Mayor of the City of St. Charles, Illinois, this 21st day of September 2026

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to Approve a Resolution Authorizing a Contract with HR Green for 12 th Street and Dean Street Improvement Plan Revisions in Association With the 7 th Street Commons Development in the Amount of \$40,200	
	Presenter:	Chris Gottlieb, Public Works Manager – Engineering	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost: \$ 40,200		Budgeted Amount: \$ 0.00	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): In 2024, the City hired HR Green to design stormwater, sanitary, and watermain improvements along 12th Street north of Main Street. Those plans were completed in January of 2026. The stormwater portion of the project conveys State Street Creek to an outlet north of Dean Street. Recently, a developer has submitted plans for the 7th Street Commons Development located east of 12th and north of Dean. Their proposal includes a fire access road off of 12th which is in conflict with the stormwater outfall designed in that area. To accommodate the required access route, the stormwater plans will need to be revised. Community Development is working on an agreement with the developer to cover the design and construction of this area. Under this agreement, the City will cover the cost of the re-design and the developer will install the improvements within their limits at no cost to the City. Staff requested that HR Green provide a proposal to revise the plans as needed to accommodate the new development. They provided an estimated a cost of \$40,200 for all work associated with the redesign. Staff has reviewed the scope and hours proposed and finds this to be a reasonable. Staff recommends moving forward with redesign immediately to reduce any potential delays to the development. This work was not budgeted. However, the stormwater budget includes money every year to cover design and planning for improvements associated with State Street Creek. Staff recommends using this money to cover the unbudgeted expense.			
Attachments (please list): N/A			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution Authorizing a Contract with HR Green for Design Services in the amount of \$40,200.			

**City of St. Charles, Illinois
Resolution No. 2026-**

**A Resolution Authorizing a Contract with HR Green for 12th Street and
Dean Street Improvement Plan Revisions in Association with the 7th
Street Commons Development in the amount of \$40,200**

**Presented & Passed by the
City Council on September 21, 2026**

WHEREAS staff requested that HR Green provide a proposal to revise the plans as needed to accommodate the 7th Street Commons Development;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to authorize a contract with HR Green for Design Services in the amount of \$40,200.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

PASSED by the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

APPROVED by the Mayor of the City of St. Charles, Illinois, this 21st day of September 2026

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Recommendation for Approval of Amplification and IDOT Resolution for the Closure of Main St. (Route 64) for the Holiday Homecoming Parade	
	Presenter:	Police Chief Dan Likens	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost for holiday events: PD \$10,601.48 <i>(includes EMA)</i> Public Services: \$24,000 Electric Dept: \$25,104.04 TOTAL: \$59,705.52		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): Closure of state roadways requires formal approval from the Illinois Department of Transportation. The St. Charles Business Alliance is requesting approval of a resolution that will be submitted to IDOT for the closure of Routes 64 and 31 from 5:15 – 7:30 p.m. on Saturday, November 28, 2026, for the annual electric holiday parade. In addition, approval of amplification is needed for the event. The St. Charles Business Alliance is a not-for-profit requesting financial assistance under the City special events policy.			
Attachments (please list): Resolution			
Recommendation/Suggested Action (briefly explain): Recommendation for approval of amplification and IDOT resolution for the closure of Main St. (Route 64) for the Holiday Homecoming Parade on Saturday, November 28, 2026.			

City of St. Charles, Illinois

Resolution No. 2026-

A Resolution Requesting the Closure of Routes 64 and 31 for the Holiday Homecoming Electric Christmas Parade

**Presented & Passed by the
City Council on _____**

WHEREAS, the Downtown St. Charles Partnership is sponsoring a Holiday Homecoming Electric Christmas Parade in the City of St. Charles, and;

WHEREAS, this Parade will require the temporary closure of Main Street (Route 64) and Second Street (Route 31) state highways in the City of St. Charles, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that permission to close Main Street (Route 64) and Second Street (Route 31) on Saturday, November 28, 2026 from 5:15 p.m. to 7:30 p.m. be requested of the Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic during the periods of time specified shall be detoured over the following routes:

For westbound on Route 64: south on 5th Avenue (Route 25) to Illinois Avenue, west to 7th Street, north to Route 64. For southbound on Route 31: west on State Street from Route 31 to 7th Street, south on 7th Street to Illinois Street, east on Illinois Street to Route 31. For eastbound Route 64 and northbound Route 31, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

Resolution No. _____

Page 2

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2026.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2026.

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5b
	Title:	Recommendation to Approve Amplification for the Lighting of Holiday Lights on the 1 st Street Plaza	
	Presenter:	Police Chief Dan Likens	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost for holiday events: PS: \$1,000 - all other costs combined with Holiday Parade		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The St. Charles Business Alliance is requesting to hold the Lighting of the Lights event at 5pm on Friday, November 27, 2026, at the 1 st Street Plaza again this year. The request includes the electric to support the event needs, including the podium, as well as use of amplification/loudspeaker system. The St. Charles Business Alliance is a not-for-profit requesting financial assistance under the City special events policy.			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain): Recommendation to approve amplification for and host the Lighting of Lights on the 1st Street Plaza on Friday, November 27, 2026.			

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5c
	Title:	Recommendation to Approve Street Closures and Use of Amplification Equipment for the 2026 Turkey Trot	
	Presenter:	Police Chief Dan Likens	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost: PD: \$1467.60		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The fourth annual Thanksgiving Day Turkey Trot, sponsored by All Community Events, is scheduled for Thursday, November 26th, 2026. Race village will be centralized on St. Charles North High School's campus, which is also where the start and finish line will be. This year's event route will be adjusted from previous years, moving a portion of the course to IL Rt 31. This will require a temporary closure between Red Gate Rd. and Fieldcrest Dr. The race will begin at 8:00 a.m. Runners will leave St. Charles North onto southbound Rt. 31 from Red Gate Rd. Runners will return northbound on Rt. 31 after reaching Fieldcrest Dr. and continue onto Kane County Forest Preserve property. They will then return to St. Charles North via Red Gate Rd. All Community Events is expecting between 1,500 and 2,000 runners in attendance. A detour of vehicle traffic will be in place for the Rt. 31 closure. The St. Charles Police Department will have officers at key intersections for traffic control. The event sponsors are also requesting the use of an amplification system (PA) within the St. Charles North Campus for the start and finish lines for the duration of the event on November 26th from 7:00 a.m. – 10:00 a.m.			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a proposal for the closure of Rt. 31 between Red Gate Rd. & Fieldcrest Dr. and use of amplification equipment for the 2026 Turkey Trot.			

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5d
	Title:	Recommendation to Approve a Resolution Authorizing Intergovernmental Police Service Assistance Agreement between the City of St. Charles and DuPage County	
	Presenter:	Chief Dan Likens	
Meeting: Committee of the Whole Date: September 8, 2026			
Proposed Cost: \$ TBD		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): DuPage County on behalf of the DuPage County Sheriff is seeking to execute an Intergovernmental Police Service assistance agreement related to the PGA President's Cup Golf tournament to be held at the Medinah Country Club from September 22, 2026, through September 27, 2026.			
Attachments (please list): Resolution			
Recommendation/Suggested Action (briefly explain): Approve resolution authorizing intergovernmental agreement.			

City of St. Charles, Illinois

Resolution No. 2026-____

A Resolution Authorizing the Mayor and City Clerk to Execute an Intergovernmental Police Service Assistance (IPSA) Agreement for the PGA President's Cup Golf Tournament from September 22, 2026, through September 27, 2026, with the County of DuPage.

**Presented & Passed by the
City Council on _____**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Intergovernmental Police Service Assistance Agreement with the County of DuPage, in substantially the form attached hereto and incorporated herein as Exhibit "A" on behalf of the City of St. Charles.

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2026.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2026.

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Exhibit “A”

Intergovernmental Police Service Assistance (IPSA) Agreement for the
PGA President’s Cup Golf Tournament
from September 22, 2026, through September 27, 2026,
with the County of DuPage

Intergovernmental Agreement

This Intergovernmental Police Service Assistance (IPSA) Agreement is executed, in multiple counterparts, by the County of DuPage, on behalf of the DuPage County Sheriff's Office and the public agency shown upon last page hereof on the date that is set forth on the last page of this (IPSA) for the uses and purposes set forth herein.

Whereas, the County of DuPage, on behalf of the DuPage County Sheriff's Office, does hereby declare that it is in the best interest of DuPage County to make provision for law enforcement mutual aid in the execution of police services related to the President's Cup Golf Tournament to be held at Medinah Country Club from September 22, 2026, to September 27, 2026 (hereinafter the "President's Cup," and;

Whereas, the County of DuPage recognizes that law enforcement mutual aid is most effective if those public agencies who could potentially benefit from law enforcement mutual aid and those willing to provide mutual aid are willing to enter into a mutual aid agreement such as this Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, the undersigned public safety agency wishes to provide the mutual aid requested by the DuPage County Sheriff for the purposes of providing police assistance during the President's Cup; and

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have the terms of that mutual aid set forth in an Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, this IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources of the DuPage County Sheriff's Office, and that mutual aid by other agencies, including the undersigned public safety agency, by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the DuPage County Sheriff's Office in accordance with the terms of this IPSA; is necessary to safeguard the lives, persons and property of citizens of the County of DuPage during the President's Cup; and;

Whereas, the undersigned public safety agency shall be referred to as the "participating agency" hereafter.

Now, therefore, the undersigned participating agency does hereby enter into this IPSA with the DuPage County Sheriff's Office and agrees and contracts as follows:

Section 1. **Incorporation of Recitals.**

The foregoing Recitals are incorporated herein and shall constitute material elements of this IPSA Agreement.

Section 2. **Purpose.**

The Participating Agency recognizes that in certain situations the lawful use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

Section 3. **Power and Authority.**

A. **Rendering and Requesting Aid.** The Parties agree that the Participating Agency and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the DuPage County Sheriff's Office, to which they are rendering aid or assistance, even should the DuPage County Sheriff's boundaries extend beyond the geographic boundaries of the Participating Agency. The Participating Agency agrees to render mutual law enforcement personnel, equipment, resources and facilities ("Resources") to the DuPage County Sheriff's Office for the purposes of providing law enforcement services related to the President's Cup. The discretionary judgment of the Participating Agency, by its police chief, director of public safety or his/her designee, as to the amount of its resources available to render aid shall be final.

B. **Command and Employment.** Law enforcement personnel of the Participating Agency commanded by their superior authority to perform duties under this IPSA Agreement within the jurisdiction of the DuPage County Sheriff's Office shall be under the direction and authority of the Sheriff, or his designee. However, at all relevant times, such law enforcement personnel from the Participating Agency shall remain employees of the Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

C. **Reimbursement.** The County of DuPage, on behalf of the DuPage County Sheriff's Office, shall reimburse the Participating Agency as follows: The DuPage County Board has agreed to the funding necessary to support this IPSA, with the assistance of an unknown amount of funding from the PGA. As such, DuPage County shall reimburse the Participating Agency for assistance provided by its officers up to a rate of \$100.00 per hour. DuPage County Sheriff's Office staff and IMAT, if approved, will be on hand for the entirety of the event to accurately account for the hours spent by the Participating Agency's officers and through the MERIT coordinator, the MERIT Coordinator will convey the hours reported to the Sheriff's Office to be generated for payment.

D. Withdrawal or Termination. The Participating Agency may withdraw or terminate its participation in this Agreement upon written notice by its Chief Law Enforcement Office to the DuPage County Sheriff. Reimbursement due the Participating Agency shall be paid up to the effective date of withdrawal or termination as set forth in Section C.

E. Sheriff's Termination. The Sheriff, or his identified designee, may terminate a Participating Agency's participation in this IPSA in writing. Reimbursement due to the Participating agency shall be paid up to the effective date of termination as set forth in Section C.

Section 4. Insurance and Indemnification.

A. Insurance. The Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Coverage under the Federal Employers Liability Act with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
5. The above listed minimum amounts of coverage shall not apply to self- insured Agencies.

B. Indemnification. The Parties agree that the Dupage County Sheriff's Office shall be responsible for its own defense and that each Participating Agency shall be responsible for defending itself and indemnifying its own officers or employees in any action or dispute arising in connection with, or as a result of, this IPSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this IPSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.

C. Reciprocal waiver and release. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases the other from any and all claims, actions, causes of

action, injuries, deaths, costs or expenses resulting from any actionable error or omission of either the Sheriff, the Participating Agency, or other Participating Agencies in its performance of this Agreement at the request of the DuPage County Sheriff's Office.

Section 5. **Payment**

- A. **Payment Terms** The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. shall apply to this Agreement.

Section 6. **Effective Date and Term.**

This IPSA Agreement shall become effective upon its adoption by ordinance or other procedure authorized by law by both parties. Upon adoption of an ordinance, or other authorized procedure, approving this IPSA Agreement, a unit of local government shall be deemed a Participating Agency.

Section 7. **General Conditions.**

- A. **Amendment.** No amendment or modification to this IPSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.
- B. **Binding Effect and Assignment.** The rights and obligations in this IPSA Agreement bind the Participating Agencies and may not be assigned or transferred.
- C. **Third Party Beneficiary.** There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law defenses, immunities, or privileges available to Participating members, their employees, agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.
- D. **Governing Laws and Venue.** This IPSA Agreement will be governed by, construed and enforced in accordance with the internal laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this IPSA Agreement or its construction or interpretation shall be in the Eighteenth Judicial Circuit Court located in Wheaton, DuPage County, Illinois.
- E. **Entire Agreement.** This IPSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this IPSA.
- F. **Waiver.** The failure of a Participating Agency to exercise at any time any rights under this IPSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

AGREED

City of St. Charles, on behalf of the
St. Charles Police Department

By: _____
Clint Hull, Mayor

Dated: _____

Attest:

By: _____
Jessica Bridges, City Clerk

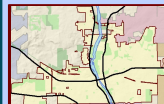
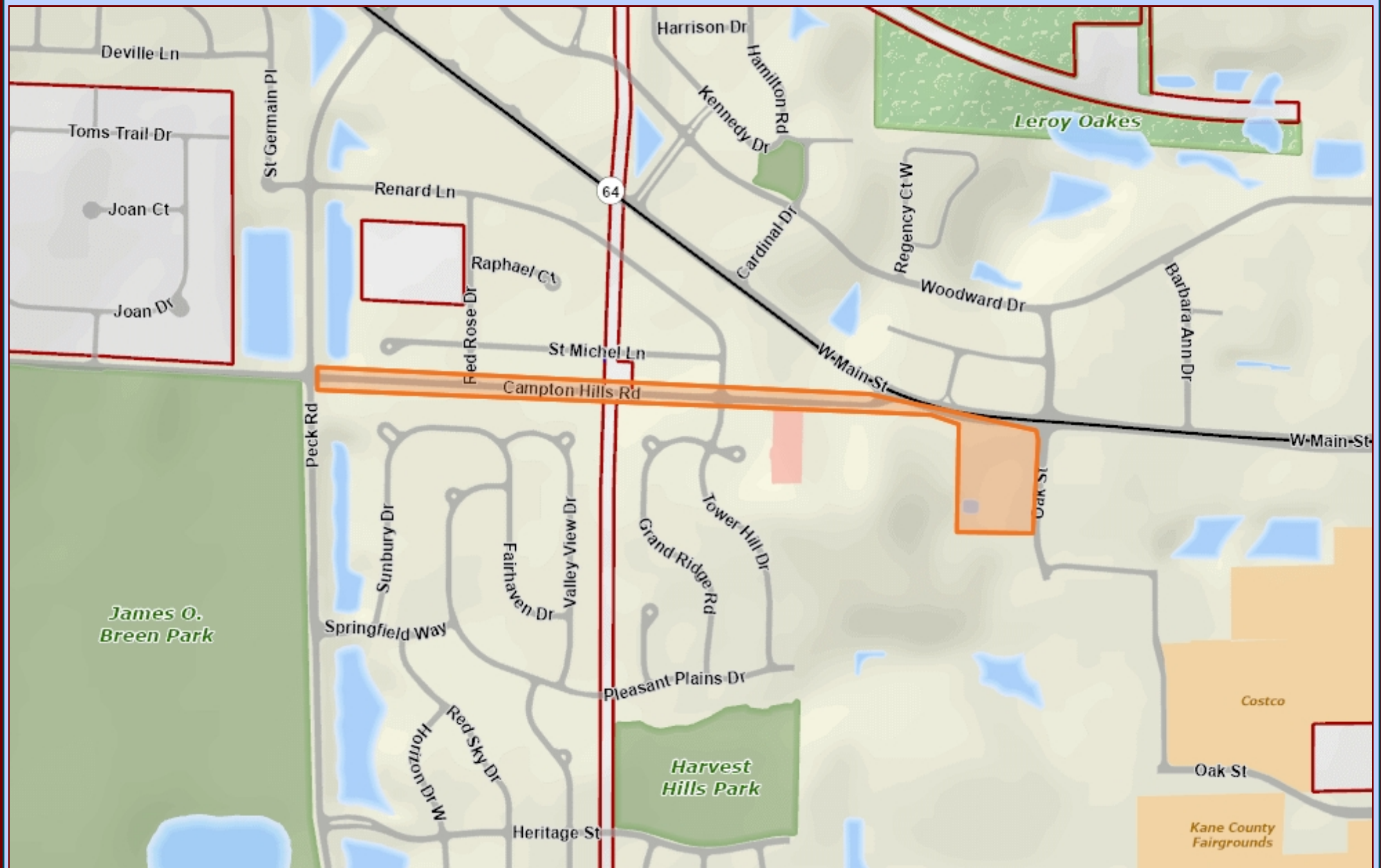
Dated: _____

County of DuPage, on behalf of the
DuPage County Sheriff's Office

By: _____
Deborah A. Conroy
DuPage County Chair

Dated: _____

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5e
	Title:	Recommendation to Approve a Resolution Committing to Funding the Local Match Portion of an ITEP Grant for Bike and Pedestrian Improvements on Campton Hills Road	
	Presenter:	Chris Gottlieb, Public Works Manager – Engineering	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The Illinois Transportation Enhancement Program (ITEP) is a biannual grant that funds projects which support alternate modes of transportation and improve quality of life. For the 2026 project cycle, we are applying for funds for bike and pedestrian improvements along Campton Hills Road between Peck Rd. and Oak Street. This corridor was identified in the Bike and Pedestrian Plan as a priority location creating a connection between the downtown and the Mid-County Trail. It will also provide a safe route for residents of the adjacent neighborhoods to get to James O. Breen Community Park and Otter Cove Aquatic Park. The ongoing Phase I study has identified a side path as the best solution. We are in the process of determining the best alignment for this path. Our ITEP application requests funding for both Phase II design and for construction of the project. This cycle, there is \$157 million dollars of state and federal funding available. Projects receiving grants will be funded 80% by the grant and 20% using local funds. Any land acquisition will be funded 50% by the grant. In order to apply for the grant, the City must commit to providing adequate funding for the local match. Grant awards will be announced in early 2027, funding for this project will be included in the FY 27/28 and FY 28/29 budgets. Based upon the engineer's estimate of probable cost, the City's commitment will be approximately \$110,000 for Phase II/III engineering and \$480,380 for construction and land acquisition.			
Attachments (please list): *Location map *Estimated Construction Costs *Resolution			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution committing to funding the local portion of Phase II design, Phase III engineering, and Construction if awarded ITEP funding for Bike and Pedestrian Improvements on Campton Hills Road.			



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: August 4, 2026 11:55 AM



0 333 667 Feet

 Campton Hills Bike and Pedestrian Improvement Project Limits

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Powered by InRoads GIS

ENGINEER'S OPINION OF CONSTRUCTION COST
CAMPTON HILLS ROAD BIKE & PEDESTRIAN IMPROVEMENTS
CITY OF ST. CHARLES
KANE COUNTY
JULY 24, 2026

BID ITEM	IDOT CODE NUMBER (FOR REFERENCE)	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	20101000	TEMPORARY FENCE	FOOT	200	\$ 5.00	\$ 1,000.00
2	20200100	EARTH EXCAVATION	CU YD	521	\$ 45.00	\$ 23,445.00
3	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	820	\$ 55.00	\$ 45,100.00
4	20800150	TRENCH BACKFILL	CU YD	26	\$ 42.00	\$ 1,092.00
5	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7,294	\$ 5.00	\$ 36,470.00
6	21101645	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	922	\$ 15.00	\$ 13,830.00
7	25000110	SEEDING, CLASS 1A	ACRE	2	\$ 4,850.00	\$ 8,487.50
8	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	159	\$ 2.00	\$ 318.00
9	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	159	\$ 2.00	\$ 318.00
10	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	159	\$ 2.00	\$ 318.00
11	25100630	EROSION CONTROL BLANKET	SQ YD	7,294	\$ 1.75	\$ 12,764.50
12	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	2,341	\$ 1.00	\$ 2,341.00
13	28000305	TEMPORARY DITCH CHECKS	FOOT	80	\$ 12.00	\$ 960.00
14	28000400	PERIMETER EROSION BARRIER	FOOT	2,000	\$ 10.00	\$ 20,000.00
15	28000500	INLET AND PIPE PROTECTION	EACH	20	\$ 250.00	\$ 5,000.00
16	28000510	INLET FILTERS	EACH	32	\$ 150.00	\$ 4,800.00
17	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	7,294	\$ 1.50	\$ 10,941.00
18	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	6,763	\$ 14.50	\$ 98,063.50
19	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,032	\$ 1.00	\$ 7,032.00
20	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	713	\$ 1.00	\$ 713.00
21	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	402	\$ 90.00	\$ 36,180.00
22	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	313	\$ 110.00	\$ 34,430.00
23	42001300	PROTECTIVE COAT	SQ YD	2,330	\$ 5.00	\$ 11,650.00
24	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	182	\$ 95.00	\$ 17,290.00
25	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7,364	\$ 7.25	\$ 53,389.00
26	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	4,062	\$ 10.00	\$ 40,620.00
27	42400800	DETECTABLE WARNINGS	SQ FT	267	\$ 40.00	\$ 10,680.00
28	44000100	PAVEMENT REMOVAL	SQ YD	3,868	\$ 20.00	\$ 77,360.00
29	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	622	\$ 17.00	\$ 10,574.00
30	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,256	\$ 15.00	\$ 18,840.00
31	52200800	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	293	\$ 250.00	\$ 73,250.00
32	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	395	\$ 100.00	\$ 39,500.00
33	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	110	\$ 150.00	\$ 16,500.00
34	56400100	FIRE HYDRANTS TO BE MOVED	EACH	5	\$ 7,500.00	\$ 37,500.00
35	60201110	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11V FRAME AND GRATE	EACH	1	\$ 5,000.00	\$ 5,000.00
36	60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	13	\$ 3,000.00	\$ 39,000.00
37	60207905	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	1	\$ 2,750.00	\$ 2,750.00
38	60219000	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	2	\$ 5,500.00	\$ 11,000.00
39	60224020	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$ 7,500.00	\$ 7,500.00
40	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,316	\$ 40.00	\$ 132,640.00
41	60619600	CONCRETE MEDIAN, TYPE SB-6.12	SQ FT	990	\$ 26.00	\$ 25,740.00
42	67100100	MOBILIZATION	L SUM	1	\$ 36,000.00	\$ 36,000.00
43	70102622	TRAFFIC CONTROL AND PROTECTION, STANDARD 701502	L SUM	1	\$ 25,000.00	\$ 25,000.00
44	70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	\$ 4,700.00	\$ 4,700.00
45	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$ 8,500.00	\$ 8,500.00

46	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	200	\$	35.00	\$	7,000.00		
47	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2,267	\$	2.00	\$	4,534.00		
48	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1,104	\$	2.50	\$	2,760.00		
49	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	751	\$	3.15	\$	2,365.65		
50	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	133	\$	5.50	\$	731.50		
51	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1	\$	500.00	\$	500.00		
52	89000200	TEMPORARY TRAFFIC SIGNAL INSTALLATION	L SUM	1	\$	150,000.00	\$	150,000.00		
53	X0326806	WASHOUT BASIN	L SUM	1	\$	5,300.00	\$	5,300.00		
54	X1400326	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (COMPLETE)	EACH	2	\$	14,500.00	\$	29,000.00		
55	X4060294	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 10"	SQ YD	304	\$	85.00	\$	25,840.00		
56	X5510011	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	15	\$	2,500.00	\$	37,500.00		
57	X6640624	RUSTIC RAIL FENCE	FOOT	159	\$	100.00	\$	15,900.00		
58	X6700407	ENGINEER'S FIELD OFFICE, TYPE A (D1)	CAL MO	7	\$	3,600.00	\$	25,200.00		
59	X8950103	RELOCATE EXISTING TRAFFIC SIGNAL CONTROLLER AND CABINET, COMPLETE	EACH	1	\$	15,000.00	\$	15,000.00		
60	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$	20,000.00	\$	20,000.00		
61	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	10	\$	750.00	\$	7,500.00		
62	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	15	\$	750.00	\$	11,250.00		
63		IL 64 INTERSECTION IMPROVEMENTS	L SUM	1	\$	300,000.00	\$	300,000.00		
TOTAL							\$	1,728,967.65		
CONTINGENCY (10%)							\$	172,896.77		
TOTAL CONSTRUCTION							\$	1,901,900.00		
RIGHT-OF-WAY							\$	200,000.00		
PHASE II ENGINEERING							\$	250,000.00	\$	100,000.00
CONST ENGINEERING							\$	300,000.00	\$	200,000.00
TOTAL							\$	2,651,900.00	\$	590,380.00

	ITEM	LOCAL
\$	1,521,520.00	\$ 380,380.00
\$	100,000.00	\$ 100,000.00
\$	200,000.00	\$ 50,000.00
\$	240,000.00	\$ 60,000.00

City of St. Charles, Illinois
Resolution No. 2026-

**A Resolution in Support of an Illinois Transportation Enhancement
Program (ITEP) Grant Application for Bicycle and Pedestrian
Improvements on Campton Hills Road**

**Presented & Passed by the
City Council on September 21, 2026**

WHEREAS, the City of St. Charles, located in the County of Kane, State of Illinois, desires to participate in the construction of bicycle and pedestrian facilities with crosswalk improvements on Campton Hills Road from Peck Road to Oak Street (the “Project”), to complete the network in this area and enhance non-motorized transportation along the Campton Hills Road corridor; and

WHEREAS, the City of St. Charles has documented the need for bike improvements along the Campton Hills Road corridor, and has determined that the Project is consistent with the strategic priorities identified in the City’s 2023 Bike and Pedestrian Plan; and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of eligible design engineering, construction and construction engineering costs and 50% of right-of-way and street lighting costs of the proposed improvements.

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

SECTION 1: The foregoing recitals are hereby incorporated into, and made part of, this Resolution.

SECTION 2: The City of St. Charles does hereby commit to being responsible for payment of any required matching funds and/or ineligible or other costs associated with the Project as determined by Illinois Department of Transportation.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

PASSED by the City Council of the City of St. Charles, Illinois, this 21st day of September 2026

Resolution No. _____

Page 2

APPROVED by the Mayor of the City of St. Charles, Illinois, this 21st day of
September 2026

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5f
	Title:	Recommendation to approve a Resolution of a City of St. Charles Redevelopment Agreement (Building 8 Lot, First Street Redevelopment)	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Committee of the Whole			Date: September 8, 2026
Executive Summary (if not budgeted, please explain): <u>Project Background</u> In September 2025, the City released a Request-for-proposals for the City-owned property on the NEC at Illinois Street and 2nd Street. The .13-acre downtown lot was created as a part of the First Street Redevelopment Project and is intended for a mixed-use project. Developers were asked to submit qualifications and a project proposal. The City received one project proposal from a group of local developers (FORE R'S LLC) including Bob Rasmussen, Ryan Corcoran, Ryan Samuelson, and Rick Dahl. The proposal consists of a four-story building with first-floor parking and three floors of residential units, totaling 12 units. Monthly rents are expected to be approximately \$2,400 for a two-bedroom unit and \$1,900 for a one-bedroom unit, plus a \$125 monthly parking fee. The developer would be responsible for park, school, and standard permit fees. Inclusionary housing requirements and County road impact fees have already been addressed through prior First Street development agreements. Total project costs are estimated at \$3.2 million, plus \$100,000 in acquisition costs. Because this property is city-owned, property taxes have been \$0 for the past 20 years. The estimated annual property tax in the first year following completion is approximately \$100,000 and is expected to increase over time. Because the property is located within the First Street TIF District, nearly all property tax increment generated by the development will be deposited into the TIF fund and can be reinvested within the TIF District or used to pay outstanding bonds. The TIF will terminate in 2037. Over the remaining years of the TIF the property would generate approximately \$1.17 million in TIF revenues. The project was presentation at the May 4 Committee of the Whole meeting at the concept level and received general support from the committee however there were concerns regarding the request that the property be conveyed for \$0. Based on the feedback from the committee the developer has continued to do their due diligence in the property and have produced a full set of architectural drawings of the building. The drawings are currently in review. <u>Agreement Details</u> • The developer would purchase the property for \$100,000. • The developer would comply with all applicable design standards (Zoning, First Street Development PUD, and Historic District). • Obtain PUD Preliminary Plan approval from the City. • Obtain approval of a Certificate of Appropriateness from the Historic Preservation Commission.			

- Developer would be required to commence construction by May 1, 2027 and obtain an Occupancy Permit by Dec. 31, 2027
- If the developer does not fulfil the terms of the agreement the property reverts to the City.
- Design and construct streetscape improvements along the Illinois Street frontage, with reimbursement by the City upon issuance of an Occupancy Permit. The estimated costs of this work is \$50,000 - \$100,000 however the City would maintain control of design of the streetscape. This is consistent with other First Street Developments and would be funded from the First Street TIF.
- At the City's expense, the City shall install all required primary electrical infrastructure, transformer pad and transformer on Lot 8 to serve the new building. It was discovered during due diligence that the existing electrical infrastructure was not adequate to serve the building, and an additional transformer needs to be installed. This cost is expected to be \$49,000.
- The City will work with our environmental consultant to update the existing Illinois EPA "No Further Remediation" (NFR) letter to include residential use of the property.
- In the event the actual total project costs are less than \$3.2 million, the Developer shall pay the City an amount equal to the difference between the Actual Costs and Expected Costs.
- The Developer is prohibited from selling, assigning, or otherwise transferring the property to a third party prior to completion of the Project, defined as the issuance of a Final Occupancy Permit, unless prior written approval from the City.

You can view information about the RFP and property on the City website here:

<https://econddev.stcharlesil.gov/Request-For-Proposals-Building-8>

Attachments (please list):

Resolution

Redevelopment Agreement

Developer RFP Submittal

Recommendation/Suggested Action (briefly explain):

Recommendation to the City of St. Charles Redevelopment Agreement (Building 8 Lot, First Street Redevelopment)

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles
to Execute a Certain Redevelopment Agreement with FORE R'S LLC, LLC**

**Presented and Passed by the
City Council on September _____, 2026**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Redevelopment Agreement , in substantially the form attached hereto as Exhibit A, by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of September, 2026.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of September, 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of September, 2026.

Clint Hull, Mayor

ATTEST:

Jessica Bridges, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Draft - CITY OF ST. CHARLES
REDEVELOPMENT AGREEMENT
(Building 8 Lot, First Street Redevelopment)

THIS Redevelopment Agreement (this “*Agreement*”) is entered into this _____ day of _____, 2026 (the “*Effective Date*”) between FORE R’S LLC, LLC, an Illinois limited liability company (the “*Developer*”) and the CITY OF ST. CHARLES, ILLINOIS, an Illinois home rule municipal corporation (the “*City*”). The Developer and the City may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

A. **WHEREAS**, the City is a home rule unit of government in accordance with Article VII, Section 6, of the 1970 Illinois Constitution; and

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

C. **WHEREAS**, the City has undertaken a program for the redevelopment of certain property within the City, pursuant to the “*Tax Increment Allocation Redevelopment Act*,” 65 ILCS 5/11-74.4-1 et seq., as amended (the “*Act*”); and

D. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the City approved and adopted Ordinance Numbers 2002-M-13, 2002-M-14 and 2002-M-15, approving the First Street Redevelopment Project Area Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project, designating the Redevelopment Project Area as a redevelopment project under the Act; and, adopting tax increment allocation financing for the Redevelopment Project Area (collectively, as amended from time to time, the “*TIF Ordinances*”); and

E. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the City approved and adopted Ordinance Number 2024-141, extending the term of the TIF Ordinances the First Street TIF District established thereunder for an additional twelve (12) years, for a total term of thirty-five (35) years, ending on December 31, 2037; and

E. **WHEREAS**, 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; and

F. **WHEREAS**, the City is authorized to enter into this Agreement pursuant to the Act, the City's authority as a home rule municipal unit of government and other applicable statutory and constitutional authority; and

G. **WHEREAS**, the City is the owner of the property legally described in **Exhibit A**, attached hereto (the “**Redevelopment Property**”); and

H. **WHEREAS**, the Redevelopment Property is located within the City and within the Redevelopment Project Area; and

I. **WHEREAS**, on October 3, 2025, pursuant to Section 11-74.4-4(c) of the Act, the City published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property (the “**RFP**”) and did place a copy of the RFP on file for review in the Office of the City Clerk; and

J. **WHEREAS**, the City received a proposal from the Developer (the “**Proposal**”) but did not receive any alternate proposals for the redevelopment of the Redevelopment Property; and

K. **WHEREAS**, pursuant to the Proposal, the Developer proposes to acquire and develop the Redevelopment Property with a four (4) story, twelve (12) unit residential structure with first-floor parking, and related streetscape improvements, substantially in conformance with the Preliminary Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Agreement (the “**Project**”); and

L. **WHEREAS**, the City has agreed, in reliance on the Developer's expertise in similar project development and commitment to construct the Project, to accept the Developer's Proposal and to convey the Redevelopment Property to the Developer as specifically set forth in this Agreement; and

M. **WHEREAS**, the corporate authorities of the City have determined: (i) that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement, and (iii) as a direct benefit of this Agreement and the contemplated development and construction of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

N. **WHEREAS**, this Agreement has been submitted to the corporate authorities of the City for consideration and review, the corporate authorities of the City have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the corporate authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

O. **WHEREAS**, this Agreement has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to

the terms hereof, and any and all actions precedent to the execution of this Agreement by the Developer have been undertaken and performed in the manner required by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The exhibits referred to in this Agreement which are attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement. The Parties acknowledge the accuracy and validity of those exhibits.

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

“*Change in Law*” means the occurrence, after the Effective Date, of an event described below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement or otherwise necessitates changes to the Project and (ii) such event is not caused by the Party relying thereon:

Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; or (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency. Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the Project under this Agreement.

“*Preliminary Plans*” means (i) the preliminary planned unit development plans and elevations for the Project attached hereto as **Exhibit B** and made a part hereof (“**Preliminary PUD Plans**”), and (ii) the final construction plans and specifications containing the detailed plans for the Project (in its entirety, including all public and private improvements and not merely the building(s) themselves) as approved by the City prior to the issuance of any building or other permits for the Project, and any amendments thereto as approved by the Developer and the City.

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

“*State*” means the State of Illinois.

“Substantial Completion” means the completion of the Project pursuant to the Preliminary Plans, exclusive of any tenant improvements, interior finishes and open “punch list” items as evidenced by the delivery by Developer of a certificate signed by the Developer's architect or project manager certifying that the Project is substantially complete and subject to the reasonable approval of the City.

“Uncontrollable Circumstance” means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) A Change in Law;
 - (ii) Insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - (iii) Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - (iv) Third-party litigation challenging the authority of the TIF Ordinances or the effectiveness of this Agreement;
 - (v) Governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;
 - (vi) Strikes or labor disputes, or work stoppages not initiated by the Developer;
 - (vii) Shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
 - (viii) Unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;
 - (ix) Major environmental disturbances;
 - (x) Vandalism; or
 - (xi) Terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in b(vii) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

“*City Code*” means the City of St. Charles City Code, as amended from time to time, and all other ordinances, rules and regulations of the City.

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

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Administrator, or the City Administrator's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by, and provided for in this Agreement. The Developer and the City are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and the City as having been properly and legally given by the Developer or the City, as the case maybe.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different

manner, the Developer hereby designates Robert Rasmussen or Richard Dahl, individually, or their respective designee as authorized representative, who shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (either such individual being an “***Authorized Developer Representative***”). The Developer shall have the right to change its authorized Developer Representative by providing the City with written notice of such change, which notice shall be sent in accordance with Section 15.2.

4. DEVELOPMENT OF THE REDEVELOPMENT PROPERTY.

Section 4.1. Project Schedule. The City and the Developer agree that the Developer's development and construction of the Project will be undertaken in accordance with the Project Schedule attached hereto as **Exhibit C** and made a part hereof (“***Project Schedule***”). The Parties acknowledge that the Project Schedule is based on the Parties' best understanding of the Project and related milestones as of the Effective Date. The Parties may amend the Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Project, and the Parties specifically agree that the milestone dates may be mutually extended by the Parties. Each Party agrees that such extensions shall not be solely based upon the existence of Uncontrollable Circumstances and shall not be unreasonably withheld for the purpose of amending the Project Schedule.

Section 4.2. Construction of Public Improvements. Subject to the conditions and terms set forth in this Agreement, the City approves and designates the Developer to construct those public improvements, as represented on the Preliminary Plans (“***Public Improvements***”). The Preliminary Plans, together with all general engineering plans for the Project, shall depict all Public Improvements, including but not limited to utility improvements, curbs and gutters, sidewalks, and streetscape, all as required and approved by the City. Prior to issuance of the first permit for construction of the Project, the Developer and City shall mutually agree on the final scope and cost of the Public Improvements. All Public Improvements shall be constructed and/or installed in accordance with the Preliminary Plans and the City Code as it exists at the time of filing of the application for the permit for the issuance of the building permit for the Project. The Developer, in constructing all Public Improvements, shall follow such procedures as shall be required by the City Code. Upon completion by Developer and, within thirty (30) days after acceptance by the City, of the Public Improvements, the City shall reimburse the Developer for the actual cost of the Public Improvements, as evidenced by supporting general and owner's sworn statements, accompanied by all supporting paid receipts, lien waivers and/or certified payroll, plus a ten percent (10%) management fee and two percent (2%) general conditions fee.

5. CITY REDEVELOPMENT PROPERTY CONVEYANCE.

Section 5.1. Redevelopment Property. Subject to the City's satisfaction or waiver of the conditions precedent of this Agreement, and payment by the Developer to the City at closing of the Redevelopment Property of the sum of One Hundred Thousand Dollars (\$100,000.00) (the

“Purchase Price”), the City will convey the Redevelopment Property to the Developer in the manner set forth herein and so that the Developer is able to build and complete and operate the Project. The conveyances of the Redevelopment Property as generally described in this Section and provided in this Agreement shall be undertaken in accordance with the closing date described in the Project Schedule and the other applicable provisions of this Agreement. The conveyance of the Redevelopment Property under this Agreement shall be as follows:

A. Closing Contingencies. The City currently holds title to the Redevelopment Property. So long as no Event of Default exists with regard to the Developer hereunder beyond dates for cure as permitted herein, the City agrees, subject to the terms and conditions in this Agreement, to convey the City Redevelopment Property to the Developer, conditioned upon the following (the **“Closing Contingencies”**):

(i) pursuant to the Preliminary Plans, the developer has secured any and all zoning entitlements, variances, and subdivision approvals from the City;

(ii) at Closing, the Developer will open and record its Construction Loan (as defined herein), which shall be open for funding upon customary disbursement procedures and sufficient in amount, when added to the upfront equity of the Developer (the **“Developer Equity Contribution”**) to complete construction of the Project, as reasonably determined by the City; and

(iii) the Developer has provided the City with satisfactory written evidence of the full investment of the Developer Equity Contribution.

(iv) the City has provided the Developer with a No Further Remediation (**“NFR”**) from the State of Illinois Environmental Protection Agency (**“IEPA”**); or, if such NFR is not obtainable by closing, the City shall provide a written commitment to Developer continue to diligently pursue the NFR until it is obtained.

B. Developer's Investigation Contingency. For a period of sixty (60) days after the Effective Date (the **“Investigation Contingency Period”**), this Agreement is contingent upon the Developer, at its sole cost and expense, having the right to conduct, or cause to be conducted, any reviews, inspections, investigations, appraisals, evaluations and tests of the Redevelopment Property that the Developer deems necessary or desirable (collectively, the **“Investigations”**).

C. Developer's Right to Terminate. The Developer shall have the right to terminate this Agreement upon notification to the City on or prior to the termination of the Inspection Period that, in the Developer's sole discretion, the results of the Investigations are not satisfactory to the Developer.

Section 5.2. Title Commitment. Within fifteen (15) days after the Effective Date, City will deliver to Developer a commitment for an owner's title insurance policy (2006 Form B), with extended coverage (the **“Title Commitment”**) issued by Chicago Title Insurance Company (the **“Title Company”**) in the amount of the Purchase Price, covering title to the Redevelopment

Property on or after the Effective Date, showing fee simple title vested in the City, accompanied by all documents and instruments reflected in Schedule B thereto as affecting the Redevelopment Property (the “**Title Documents**”).

Section 5.3. Survey. The City has provided its existing survey, if any, of the Redevelopment Property. Within the Investigation Contingency Period, Developer shall obtain, at Developer's sole cost and expense, an ALTA/NSPS Land Title Survey (with Table A options as required by Developer), prepared and certified by a licensed or registered Illinois land surveyor to Developer, the Title Company and Developer's lenders in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the “**Survey**”).

Section 5.4. Correction of Title and Survey Defects. Within fifteen (15) days after receipt of the last of the Title Commitment, Title Documents and Survey, the Developer shall provide to the City in writing a specific list of the Developer's objections to any of them (“**Title Objections**”). Except as set forth below, any item constituting an encumbrance upon or adversely affecting title to the Redevelopment Property which is not objected to by the Developer in writing by such time shall be deemed approved by the Developer and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Redevelopment Property following the Agreement Date with the consent or acquiescence of the City are collectively referred to as the “**Consensual Liens**” and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. The City shall cause all Consensual Liens, if any, to be paid and discharged in full at closing and in the event the City fails to do so, the Developer shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase “**Permitted Exceptions**” shall mean those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by the Developer pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions. The City shall have the right, but not the obligation, for a period of twenty-one (21) days after receipt of the Developer's Title Objections (the “**Cure Period**”) to cure (or commit to cure at or prior to closing) by delivery of written notice thereof to the Developer within the Cure Period any or all Title Objections contained in the Developer's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, the City has not committed to cure same at or prior to closing) within the Cure Period, or if the City sooner elects not to cure such Title Objection by written notice to the Developer, the Developer shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice within which to give the City written notice that the Developer elects either (y) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (z) terminate this Agreement. If the Developer does not deliver such written notice within the above period, the Developer shall be deemed to have terminated this Agreement, in which case neither Party shall have any further obligations to the other hereunder (except any obligations which this Agreement provides survive termination).

Section 5.5. General Title and Survey Provisions. City will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay the premium the Title Company charges for the Owner's title insurance policy, with extended coverage, and any endorsements needed to insure over Title Objections, Consensual Liens and other matters not constituting Permitted Exceptions. City will also pay any separate title

examination charges and the recording fees for any mortgage or other encumbrance releases. Developer will pay all loan policy premiums and recording fees for the deed conveying the Property and Developer's mortgage documents, and all other title insurance endorsements that Developer requests.

Section 5.6. Conveyance. Subject to the satisfaction of all of the Closing Contingencies, the City shall convey to the Developer merchantable, insurable, fee simple title to the Redevelopment Property by Special Warranty Deed. The conveyance of the Redevelopment Property shall be closed through a New York style deed and money escrow with the Title Company serving as escrow agent. The City and the Developer will execute the standard form of New York style deed and money escrow instructions then in use by the Title Company, modified as necessary to conform to the terms of this Agreement. The attorneys for the City and the Developer are authorized to execute the escrow agreement and amendments thereto and all directions or communications thereto, as well as any other documents necessary to effectuate the conveyance of the Redevelopment Property. All fees and costs of the escrow shall be split equally between the City and the Developer. The Developer shall have the right to possession thereof at the time of closing or conveyance. All assessments, general or special, which are due and payable in arrears after the closing, and assessments for improvements completed prior to such closing but payable after such closing shall be prorated at such closing. Ad valorem real estate taxes for the Redevelopment Property, if not otherwise exempt, will be prorated at 105% of the most current available assessed value, equalization factor and tax rate between the Developer and the City as of the closing date. The City's portion of the prorated taxes will be credited to the Developer at closing as an adjustment to the Purchase Price. If the assessment(s) for the year of closing and/or prior years are not known at the closing date, the prorations will be based on taxes for the previous tax year. Such other items that are customarily prorated in transactions of this nature, if any, shall be ratably prorated. For purposes of calculating prorations, the Developer shall be deemed to be in title to the Redevelopment Property on the closing date. All such prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of such closing date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such closing as and when the final tax bill for such period(s) becomes available. The City and the Developer agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than sixty (60) days after such information becomes available.

Section 5.7. Closing. At closing (the “**Closing**”), the City and/or the Developer, as is customary, shall deliver or cause to be delivered the following, in form and substance reasonably acceptable to the Parties:

- A. A Special Warranty Deed, executed by the City, in recordable form, conveying the Redevelopment Property to the Developer;
- B. An Affidavit of Title and ALTA Statement;
- C. A title policy (or “marked up” title commitment) issued by the Title Company dated as of the date of closing in the nominal amount of One Hundred Thousand Dollars (\$100,000.00), with extended coverage, at the City's cost, and such endorsements

as the Developer shall require, at the Developer's cost, and said title policy or "marked up" commitment shall be otherwise in accordance with the requirements herein (it being understood that both Parties will provide any certificate or undertakings required in order to induce the Title Company to insure for any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file);

D. Completed City, State and County Transfer Declarations marked exempt;

E. Reconveyance Special Warranty Deed ("**Reconveyance Deed**") executed by the Developer to the City, to be held in escrow by the Title Company (the "**Reconveyance Escrowee**"), providing for the reconveyance to the City or the release of the Reconveyance Deed to Developer as provided for in Section 5.7(H) of this Agreement; and

F. Such other documents and instruments as may reasonably be required by the Title Company and which may be necessary to consummate this transaction and to otherwise effect the agreements of the Parties hereto.

G. In the event of a failure to close the sale of the Redevelopment Property on or before the earlier of February 26, 2027 or thirty (30) days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier (the "**Closing Date**"), either Party shall, by written notice to the other, have the right to terminate this Agreement.

H. Within ninety (90) days following the Closing Date, the Developer shall commence construction of the structural improvements (i.e., pouring of footings) for the Project ("**Developer Commencement**"). If the Developer fails to comply with either of the requirements set forth in the previous sentence, the City shall provide notice to Developer to commence construction within ten (10) business days ("Construction Cure Period"). If Developer then fails to commence construction or provide reasonable justification attributed to Uncontrollable Circumstances for the failure to commence construction, the City shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Redevelopment Property, together with any improvements thereon, if any, reconveyed to the City for no consideration and with no claim against the City for work performed by the Developer on the Redevelopment Property, which shall be at Developer's sole cost and expense, free and clear of any liens and encumbrances created by the act or default of the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement. Upon Developer Commencement, and upon inspection and confirmation by the City, the City shall provide its written direction to the Reconveyance Escrowee to release the Reconveyance Deed to or at the direction of the Developer.

I. Upon written request by Developer, and providing the City with evidence of its commercially diligent effort to comply with any of the time requirements as set forth herein, the City may extend any of the time requirements, such grant of extension not to be

unreasonably withheld, conditioned or delayed. Time periods resulting from delays attributable to Uncontrollable Circumstances shall be extended as set forth herein.

Section 5.8. AS-IS Condition. This Agreement is an arms-length agreement between the Parties. Except as expressly provided herein to the contrary, the conveyance of the Redevelopment Property to the Developer is “as-is, where-is” and reflects the agreement of the Parties that there are no representations, disclosures, or express or implied warranties. SUBJECT TO THE TERMS OF THIS AGREEMENT, THE DEVELOPER IS PURCHASING THE REDEVELOPMENT PROPERTY AND, EXCEPT AS SET FORTH HEREIN, THE REDEVELOPMENT PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO THE DEVELOPER “AS-IS, WHERE-IS, AND WITH ALL FAULTS,” AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCEPT AS SET FORTH HEREIN, THE CITY HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE WITH RESPECT TO THE REDEVELOPMENT PROPERTY, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, BUILDABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE REDEVELOPMENT PROPERTY, OR THE PRESENCE OF HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER, WHICH WARRANTIES ARE HEREBY DISCLAIMED.

The Developer has had, and will have pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as the Developer deems necessary, desirable or appropriate with respect to the Redevelopment Property. Such inquiries and investigations of the Developer shall be deemed to include, but shall not be limited to, the physical and environmental condition of the Redevelopment Property, the suitability of the Redevelopment Property for the Project, such state of facts as an accurate survey and inspection of the Redevelopment Property would show, and all zoning and other codes, ordinances and regulations of any governmental entity applicable to the ownership, maintenance or operation of the Redevelopment Property.

Section 5.9. City Reports. To the best of its knowledge, the City has delivered or made available to the Developer copies, if any, of all environmental reports, studies or other information relating to the Redevelopment Property that the City has in its files, if any (the “**Reports**”). The City makes no warranties or representations regarding the contents of such Reports. The Developer hereby unconditionally and irrevocably waives and releases the City from and against any liability or claim related to the Reports and the accuracy or completeness of the information contained therein. The Developer acknowledges that it shall not rely on the Reports or the information contained, and has conducted or shall conduct its own continuing environmental due diligence with respect to all matters and information otherwise relating to the Redevelopment Property and the environmental condition thereof. The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Redevelopment Property or anywhere within the Redevelopment Project Area of

any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. §§961-9657, as amended) (collectively, the “**Hazardous Substances**”). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Redevelopment Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Redevelopment Property that would cause or contribute to causing (1) the Redevelopment Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Property within the ambit of, the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. §691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, onto or from the Redevelopment Property within the meaning of, or otherwise bring any Redevelopment Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar state law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project of any substances or conditions in or on the Redevelopment Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Redevelopment Property, or whether any above or underground tanks have been located under, in or about the Redevelopment Property and have subsequently been removed or filled. The Developer (i) waives and releases any and all claims against the City for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the Redevelopment Property, and (ii) holds harmless and indemnifies the City against any and all loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney fees) whatsoever arising or in any way related to the environmental condition and/or remediation of any contamination of the Redevelopment Property.

6. Intentionally Omitted.

7. DEVELOPER COMMITMENTS, COVENANTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. In consideration of the City's substantial commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the City as follows and elsewhere in this Agreement:

Section 7.1. Plans and Compliance with Applicable Laws. The Developer shall construct the Project in material conformance with this Agreement, the Preliminary Plans, all applicable design standards, requirements and guidelines of the CBD-1 Zoning District and First Street

Development PUD and the City Code. The Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with the City Code. All work with respect to the Project shall conform to all applicable federal, state, and county regulations and ordinances.

Section 7.2. Construction of the Project.

A. The Developer shall apply for, diligently pursue and secure all required permits and approvals for the Project pursuant to the Project Schedule, including obtaining PUD Preliminary Plan approval from the City for the architectural elevations and site plan, and obtaining approval for a Certificate of Appropriateness from the Historic Preservation Commission. The City shall cooperate with the Developer in approving necessary City permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement. Should the City reject any submitted building permit applications for failure to comply with the Preliminary Plans, the Developer shall, within twenty-one (21) business days, or such other reasonable time, after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the City. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Preliminary Plans and applicable laws and ordinances, except that all submittals after the initial submittal shall be reviewed by the City within such shorter period as may be reasonably practical. Any errors or omissions of the City in the review of and comments provided in response to the submittals shall not constitute a waiver of the application of the City's ordinances and regulations related to the Project.

B. To the extent required and permitted by law, the Developer shall comply with the Prevailing Wage Act (for purposes of this Section, the “***Prevailing Wage Act***”) of the State of Illinois, 820 ILCS 130/0.01 *et seq.*, as amended. The Developer agrees to indemnify, hold harmless, and defend the City, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof (the “***Indemnified Parties***”) against all loss, cost, damage, judgments, awards, fines or interest sustained by the Indemnified Parties resulting from any regulatory actions, complaints, claims, suits, liabilities, liens, judgments, including reasonable attorneys' fees, to the extent caused by noncompliance with the Prevailing Wage Act, including, but not limited to a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3). The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith.

C. The Developer shall grant, dedicate or convey any and all public easements on the Redevelopment Property in order to provide for all required Project Public Improvements, if any, and as may be shown in the Preliminary Plans, including but not limited to rights-of-way, sidewalks, street lights, streetscape, water mains, storm and sanitary sewer mains, gas, electricity, and cable television. The Parties shall coordinate said

conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.

D. The Developer shall prepare, file and secure approval by the City of any and all required plats of consolidation, resubdivision, or vacation as may be required by City Code, or otherwise, to effectuate the terms of this Agreement for the Project.

E. The Developer shall convey by Bill of Sale, free and clear title to any Public Improvements as may be depicted on the Preliminary Plans.

F. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Redevelopment Property, the City shall have the right to reasonably approve such locations. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall on a daily basis keep all streets immediately adjacent to the Project free of any construction-related debris.

G. The Developer shall submit an up-to-date electric service application and shall retain a qualified electrical engineer or other qualified electrical consultant to prepare and design the electrical distribution plans for the Project in accordance with NEC 202 and all applicable City requirements for City review and approval. The Developer shall be responsible for all secondary conduit and conductors from the City-owned transformer to the electric meter. For the avoidance of doubt, the City, at its expense, shall install all other primary electrical infrastructure, including the transformer pad and transformer within fifteen (15) feet of the northeast corner of the Redevelopment Property to serve the Project within sixty (60) days after Closing.

Section 7.3. Representations, Warranties and Undertakings of the Developer.

A. The Developer hereby represents and warrants that it is an Illinois limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Developer has any obligations pursuant to the terms of this Agreement. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

B. Developer hereby represents and warrants that neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

C. The Developer hereby represents and warrants that it has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. The Developer has or will obtain a firm commitment from a financial institution providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of this Agreement. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

D. The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations having material applicability to the construction, use and occupancy of the Project of the State of Illinois, the County of Kane and the United States of America, and any and all agencies or subdivisions thereof, and all other governmental bodies and agencies having jurisdiction over the Redevelopment Property.

E. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not permit a continuing default, beyond periods of cure and grace, to exist under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, to the extent that such default would have a material adverse effect on the construction, development and opening of the Project.

F. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.

G. The Developer hereby represents and warrants that no officer, member, manager, stockholder, employee or agent, or any other Person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City, to the extent prohibited under applicable law.

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) (the “**Estimated Project Costs**”) pursuant to and as estimated by the “**Project Budget**” attached hereto as **Exhibit D** and made a part hereof. In the event the actual Project Costs (“**Actual Project Costs**”) are less than the Estimated Project Costs, the Developer shall pay to the City an additional amount beyond the Purchase Price (the “**Additional Purchase Price**”) equal to the difference between the Estimated Project Costs and the Actual Project Costs. In no event shall the Additional Purchase Price exceed Two Hundred Thousand Dollars (\$200,000.00).

I. The Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed and payable with respect to the Project and/or the Redevelopment Property. Following substantial completion of the Project and at all times when the TIF Ordinances shall be in effect for the Redevelopment Property, the Developer, its successors and assigns, agrees that it will not protest, object to or otherwise (i) petition for a reduction to any real estate tax assessment attributable to the Redevelopment Property and/or Project in any manner that would reduce the assessed value of the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2038, or (ii) seek a refund of the general ad valorem real estate taxes attributable to the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2038. Notwithstanding the foregoing, in the event the assessed valuation of the Redevelopment Property and/or Project is (i) materially inconsistent with similarly situated property or (ii) increases more than ten (10%) percent in any calendar tax year, the Developer may, upon prior notice to and written consent from the City, protest the assessed value of the Redevelopment Property and/or Project.

J. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in **Exhibit E**, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

8. CITY REPRESENTATIONS AND WARRANTIES. The City represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

Section 8.1. Organization and Authority. The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

Section 8.2. Authorization. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the City, (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.

Section 8.3. Litigation. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

9. INSURANCE.

Section 9.1. Project Insurance. The Developer, and any successor in interest to the Developer, shall, after conveyance of the portions of the Redevelopment Property to be conveyed to the Developer under this Agreement, until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain:

A. From the commencement of any construction of the Project until issuance of the Certificates of Substantial Completion, Developer shall procure and maintain:

(i) *Workers Compensation and Employers Liability Insurance.* Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.

(ii) *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual

liability, and explosion/collapse/underground hazards. The City is to be named as an additional insured on a primary, non-contributory basis.

(iii) *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project.

(v) *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

(vi) *Independent Contractors and Subcontractors.* Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

(i) Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the City;

(ii) Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

(iii) Waive all rights of subrogation of insurers against the City, its employees, elected officials, and agents; and

(iv) Specifically name Developer and City named insureds.

C. Within thirty (30) days of the Effective Date, Developer shall furnish the City with a certificate(s) of insurance effecting coverage as required under this Section 11. In addition, Developer shall annually furnish the City copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the

Agreement. The failure of the City to obtain certificates or other insurance evidence is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

D. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

E. The insurance requirements set forth in this Section 9 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

Section 10.1. Indemnification. The Developer releases from and covenants and agrees that the Indemnified Parties shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project ("***Indemnified Claims***"); provided, however, that the Developer's indemnity under this Section shall be reduced to the extent the Indemnified Claims are caused, if at all, by the willful misconduct or gross negligence on the part of the Indemnified Parties or to the extent the Indemnified Claims are caused, if at all, by the City's failure to comply with any material requirement of this Agreement or other applicable law and the Developer's indemnification pursuant to this Section expressly does not include any claims from third-parties challenging or relating to the City's authority to create and establish the Redevelopment Project Area.

Section 10.2. Limitation of Liability. No recourse under or upon any obligation, covenant or condition in this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the City, or its officers, officials, agents and/or employees, in any amount in excess of any specific sum agreed by the City to be paid to the Developer hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the City, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the City, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

11. EVENTS OF DEFAULT AND REMEDIES.

Section 11.1. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and

delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.

B. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, the Redevelopment Property, or the existence, structure or financial condition of the Developer.

C. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its Redevelopment Property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.

D. The Developer: (i) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (ii) is adjudicated a bankrupt; or (iii) files a petition in bankruptcy or to effect a plan or other arrangement with all of its creditors; or (iv) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with all of its creditors; or (v) applies to a court for the appointment of a receiver for its assets; or (vi) has a receiver or similar official appointed for its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within thirty (30) days after his appointment or the Developer has not bonded against such receivership or appointment; or (vii) a petition described in (iii) is filed against the Developer and remains pending for a period of ninety (90) consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (viii) files any lawsuit, claim and/or legal, equitable or administrative action affecting the City's ability to collect any such sales tax revenue hereunder.

E. The Developer abandons the Project on the Redevelopment Property. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Property for more than ninety (90) consecutive days for any reason other than: (i) Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

F. The Developer materially fails to comply with applicable governmental codes and regulations with respect to the Project and the City Codes in relation to the construction and maintenance of the buildings contemplated by this Agreement.

Section 11.2. City Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the City does not remedy the default within thirty (30) days after written notice from the Developer.

B. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an event of default only if the City does not, within thirty (30) days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the City fails to cure such default within ninety (90) days of written notice of such default.

Section 11.3. Remedies of Default. In the case of an event of default hereunder:

A. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such event of default. If, in such case, any monetary event of default is not cured within thirty (30) days, or if in the case of a non-monetary event of default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such event of default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

C. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the City may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligation to convey any land to the Developer.

D. In the case of an event of default by the City and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or equity, including but not limited to the right of specific performance, the Developer may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement.

Section 11.4. Attorney's Fees. In the event any action is commenced by either party to this Agreement for the interpretation or enforcement of this Agreement the Prevailing Party shall be entitled to reasonable attorney's fees and costs assessed against the non-prevailing party. In the event any action is commenced by any party who is not a party to this agreement each party shall pay its own attorney's fees in such action.

Section 11.5. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific event of default be considered or treated as a waiver of the rights by the waiving Party of any future event of default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 11.6. Rights and Remedies Cumulative. Except as may be specifically provided for in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same event of default.

12. PROJECT AUDIT. Upon reasonable notice, the City and its representatives and consultants shall have access to all portions of the Project during reasonable times for the term of this Agreement. Upon reasonable notice, the City and its representatives and consultants shall have access to all books and records relating to the private financing of the Project, the Redevelopment Property and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's financing commitments, loan statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit and examination.

13. MISCELLANEOUS PROVISIONS.

Section 13.1. Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and Agreements or rights and privileges of the Developer or the City, then and in any such event, the Party so materially affected may, at its

election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 13.1, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

Section 13.2. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by electronic mail between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to City:	City of St. Charles Attn: City Administrator Two East Main St. St. Charles, Illinois 60174 HmcGuire@stcharlesil.gov
With a copy to:	Patrick M. Griffin Griffin Williams McMahon & Walsh LLP 21 N. 4 th St. Geneva, Illinois 60134 pgriffin@gwmwlaw.com
If to Developer:	Robert Rasmussen R&B Development, LLC 409 Illinois Avenue, Unit ID St. Charles, Illinois 60174 Bob@midwestcustomhomes.com
With a copy to:	R. Gregory Earl, III Earl Nelson Company Limited 309 Hamilton Street, Suite B Geneva, IL 60134 greg@earlnelsonlaw.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request

sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Section 13.3. Time of the Essence. Time is of the essence of this Agreement.

Section 13.4. Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 13.5. 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.

Section 13.6. Recordation of Agreement. The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Redevelopment Property in the appropriate land or governmental records. The Developer shall pay the recording charges.

Section 13.7. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 13.8. Choice of Law, Venue and Waiver of Trial by Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal proceeding of any kind arising from this Agreement shall be in the Circuit Court of Kane County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy.

Section 13.9. Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer and may not be modified or amended except by a written instrument executed by the Parties hereto, unless otherwise provided in this Agreement.

Section 13.10. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and the Developer or permitted assign, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever, except as specifically provided otherwise herein.

Section 13.11. Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 13.12. Cooperation and Further Assurances. The City and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 13.13. Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

Section 13.14. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 13.15. No Personal Liability of Officials of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, City Administrator, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

Section 13.16. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

Section 13.17. Binding Effect. The provisions of this Agreement shall run with and bind the Redevelopment Property and shall inure to the benefit of, be enforceable by, and obligate the City, the Developer, and any of their respective grantees, successors, assigns and transferees,

including all successor legal or beneficial owners of all or any portion of the Redevelopment Property.

Section 13.18. Term. The term of this Agreement shall commence on the Effective Date and shall terminate upon the earlier of: (a) the Parties' full performance of their obligations hereunder, or (b) three years following the expiration of the Redevelopment Project Area ("**Term**").

Section 13.19. Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than thirty (30) business days prior request, a certificate ("**Estoppel Certificate**") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

Section 13.20. Brokers' Commissions. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker with respect to the sale and purchase of the Redevelopment Property and/or any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Redevelopment Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

Section 13.21. Nature, Survival and Transfer of Obligations. Prior to issuance of a certificate of occupancy (temporary or permanent) with respect to the Project, Developer may not assign its interest in this Agreement or voluntarily convey the Redevelopment Property without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the City hereby consents to any conveyance of the Project (i) to any entity in which Developer holds a controlling or managing interest, and (ii) to the holder of any mortgage, deed of trust or similar financing instrument in consequence of any foreclosure or deed in lieu of foreclosure or similar transaction, and to any subsequent transferee thereof.

Section 13.22. Collateral Assignment. It is understood and acknowledged that the Developer intends to obtain construction financing (the "**Construction Loan**") for the Project and that the construction lender ("**Lender**") typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the City hereby consents to the assignment of this Agreement to the Lender's collateral security for the Construction Loan and will execute and delivery any usual and customary consent and acknowledgment agreement with such provisions as may be reasonably requested by the Lender in connection therewith, but the Lender, in the event of any foreclosure or deed in lieu, shall take subject to the provisions of this Agreement and will remain subject to any zoning and building approvals applicable to the Project.

Section 13.23. Termination. Each party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting from the Preliminary Plans.

[REMAINDER OF PAGE BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

ATTEST:

CITY OF ST. CHARLES, an Illinois
home rule municipal corporation

By: _____

Its: _____

FORE R's, LLC, an Illinois limited liability
company

By: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of the City of St. Charles, an Illinois home rule municipal corporation, and by _____, the _____ of said municipal corporation.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

SEAL

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Robert Rasmussen, managing-member of Fore R's, LLC.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

SEAL

My Commission Expires: _____

EXHIBIT A

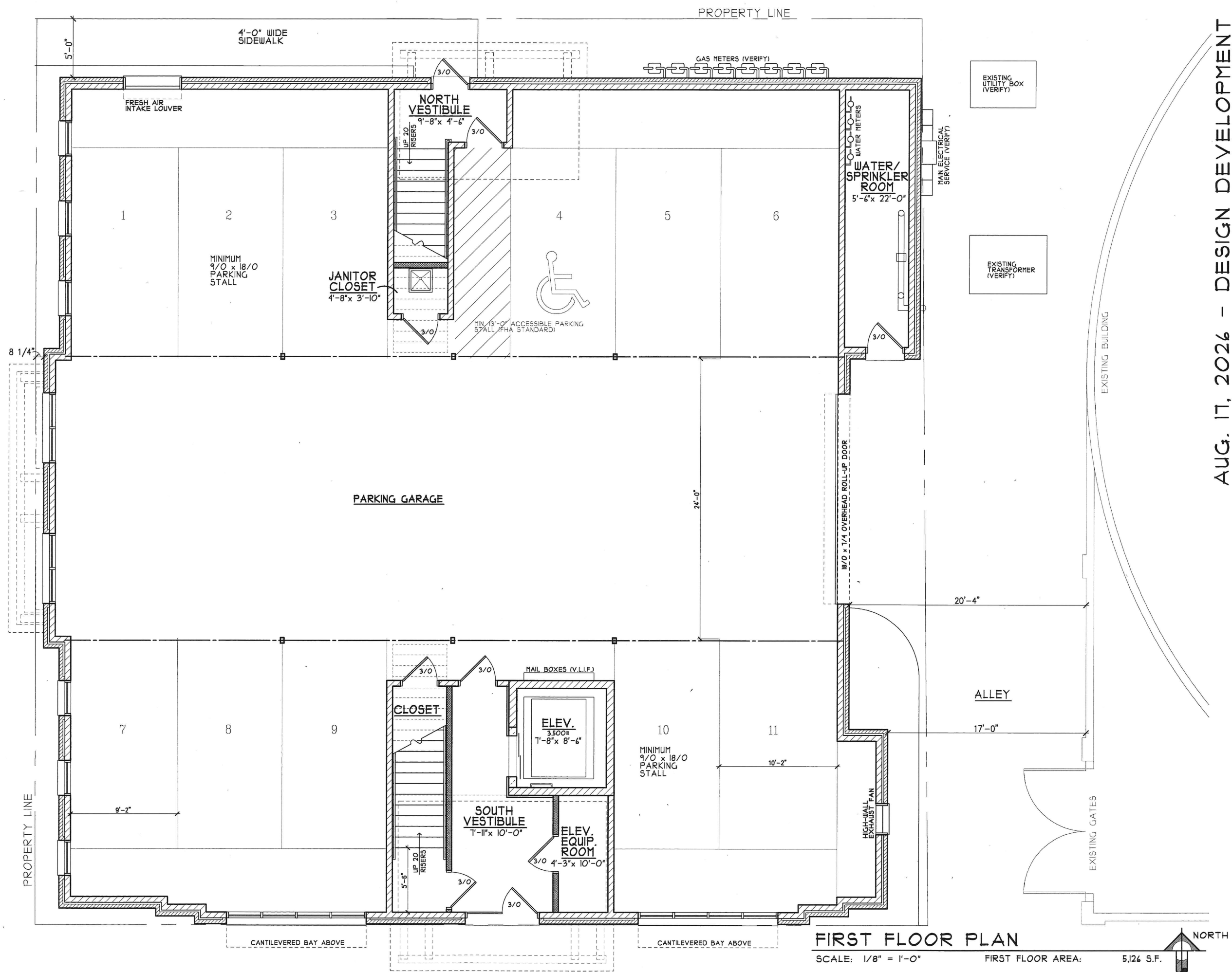
LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY

LOT 3 OF PHASE 2 FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2007 AS DOCUMENT 2007K080494.

LOT 4 OF PHASE 2 FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2007 AS DOCUMENT 2007K080494.

EXHIBIT B

PRELIMINARY PUD PLANS



AUG. 17, 2026 - DESIGN DEVELOPMENT



MARSHALL ARCHITECTS

812 E. Main Street
Suite 101
St. Charles, Illinois
60174
630.584.7820

PROPOSED NEW APARTMENT BUILDING:

பலருக்கு

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60174

BOB RASMUSSEN

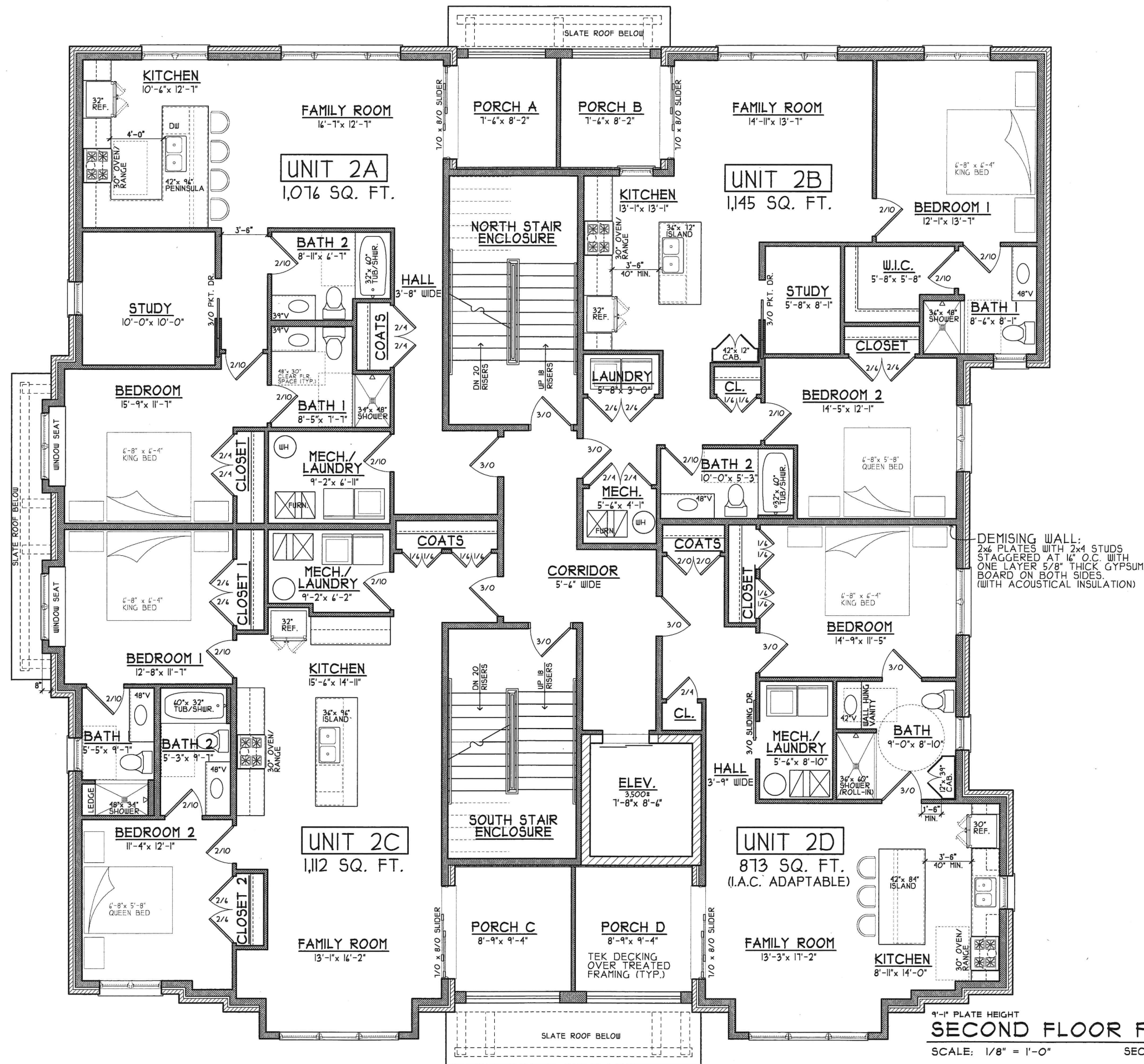
PLOTTED: 8/17/2026

Revisions:

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Commission: 3048
Issue Date:
Drawn By: CDZ
FIRST FLOOR

Sheet: **1** of: 9



9'-1" PLATE HEIGHT
SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0" SECOND FLOOR AREA: 4,851 S.F.

AUG. 17, 2026 - DESIGN DEVELOPMENT

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60174

BOB RASMUSSEN

PLOTTED: 8/17/2024

Revisions:

Commission:	3048
Issue Date:	
Drawn By:	CDZ
SECOND FLOOR	

Sheet:
2
of 9





9'-1" PLATE HEIGHT
THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0" THIRD FLOOR AREA: 4,851 S.F.

AUG. 17, 2026 - DESIGN DEVELOPMENT

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60114

BOB RASMUSSEN

PLOTTED: 8/17/2024

Revisions:

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Commission: 3048

Issue Date:

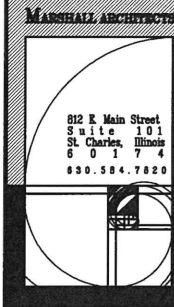
Drawn By: CDZ

THIRD FLOOR

Sheet:

3

of: 9



812 E. Main Street
Suite 101
St. Charles, Illinois
60114
630.584.7820



FOURTH FLOOR PLAN

SCALE: 1/8" = 1'-0"

FOURTH FLOOR AREA: 4,851 S.F.

NORTH

AUG. 17, 2026 - DESIGN DEVELOPMENT

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60114

BOB RASMUSSEN

PLOTTED: 8/11/2024

Revisions:

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Commission: 3048

Issue Date:

Drawn By: CDZ

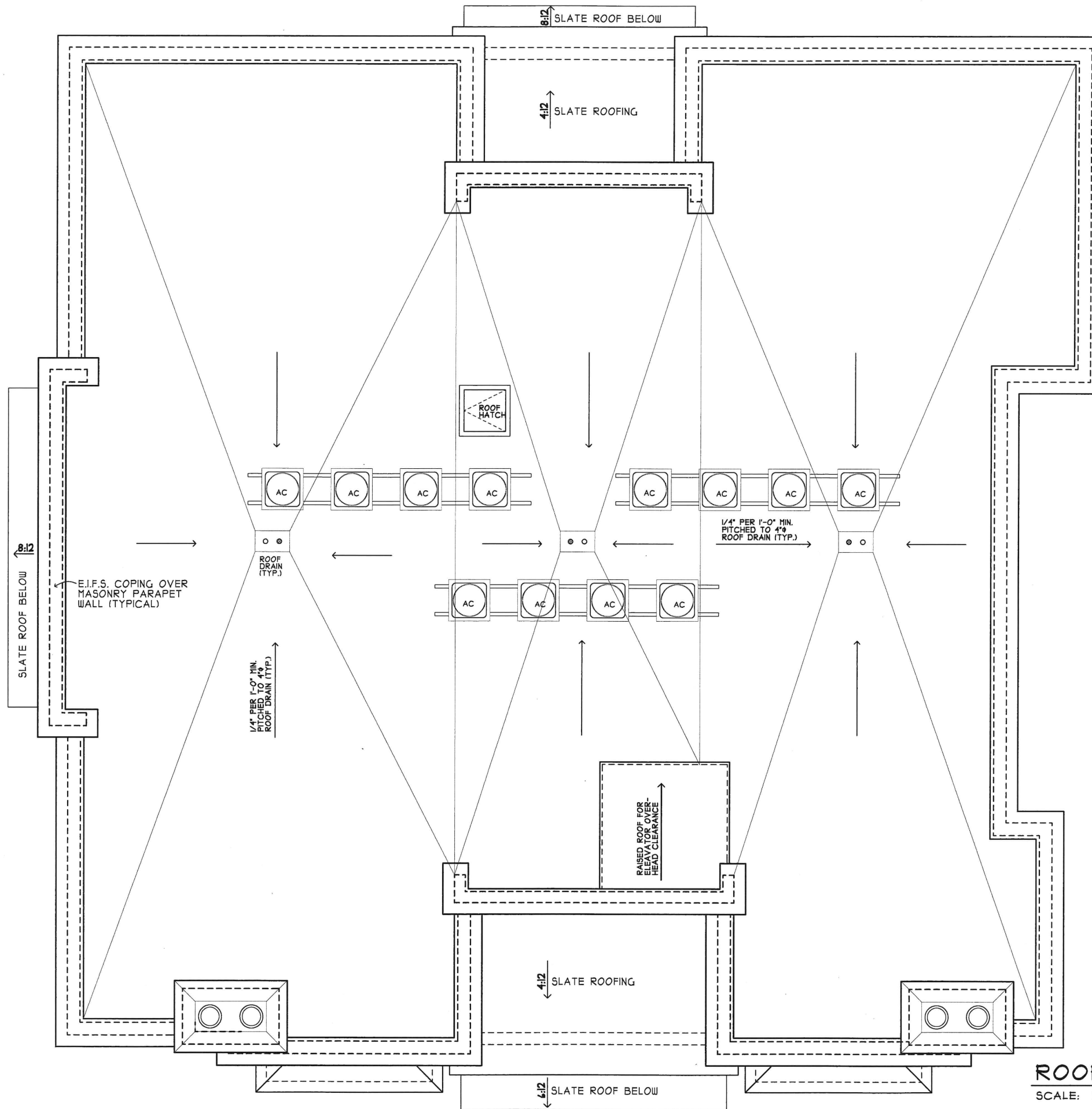
FOURTH FLOOR

Sheet:

1

of: 9





ROOF PLAN
SCALE: 1/8" = 1'-0"



AUG. 17, 2026 - DESIGN DEVELOPMENT

PLOTTED: 8/17/2024

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60174

BOB RASMUSSEN

Revisions:

Commission:	3048
Issue Date:	
Drawn By:	CDZ
ROOF PLAN	

Sheet:
5
of: 9





WEST ELEVATION

SCALE: 1/8" = 1'-0"

AUG. 17, 2026 - DESIGN DEVELOPMENT

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60174

BOB RASMUSSEN

PLOTTED: 8/17/2024

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Commission: 3048

Issue Date:

Drawn By: CDZ

WEST ELEVATION

Sheet:

7

of: 9



EAST ELEVATION

SCALE: 1/8" = 1'-0"

AUG. 17, 2026 - DESIGN DEVELOPMENT

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60174

BOB RASMUSSEN

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Commission: 3048

Issue Date:

Drawn By: CDZ

EAST ELEVATION

Sheet:

8

of: 9



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

AUG. 17, 2026 - DESIGN DEVELOPMENT

PROPOSED NEW APARTMENT BUILDING:

BLDG. 8

122 S. 2ND STREET ST. CHARLES, ILLINOIS 60174

BOB RASMUSSEN

PLOTTED: 8/17/2024

Revisions:

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Commission: 3048

Issue Date:

Drawn By: CDZ

NORTH ELEVATION

Sheet:

9

of: 9



612 E. Main Street
Suite 101
St. Charles, Illinois
60174
630.584.7820

EXHIBIT C

PROJECT SCHEDULE

- | | | |
|----|--|-----------------|
| 1. | Submit architectural and engineering plans for City review: | <u>10-1-26</u> |
| 2. | Obtain PUD Preliminary Plan approval and Certificate of Appropriateness: | <u>12-31-26</u> |
| 3. | Anticipated Closing Date: | <u>2-28-27</u> |
| 4. | Commencement of construction: | <u>5-1-27</u> |
| 5. | Issuance of Occupancy Permit: | <u>12-31-27</u> |

EXHIBIT D

PROJECT BUDGET

Financing Assumptions		
LTV		70%
Assessed Value	\$1,026,000.00	
Term	5	
Amortization	30	
Interest	6.000%	
Monthly Payments	\$14,888.34	
Annual Debt	\$178,660.08	
Square Footage	20,792	
Construction Pricing		
122 S 2nd Street	\$3,300,000.00	
# of Units	12	
Cost Per Unit	\$295,625.00	
Construction Loan Interest Rate	7.50%	
Time to Construct	1 Year	
Interest Paid over Construction	\$247,500.00	

Operating Data		
Cost plus construction loan	\$3,547,500.00	
Cash Down	\$1,064,250.00	
Loan Amount	\$2,483,250.00	
RENT		
	\$344,100.00	
Tax Building	\$97,920.00	
Insurance	\$13,500.00	
Elevator	\$14,688.00	
Maintenance & Repair	\$12,000.00	
Janitorial	\$3,000.00	
Landscaping	\$1,500.00	
Pest Control	\$500.00	
Snow Removal	\$1,500.00	
Security & Fire Alarm	\$4,500.00	
House Utilities	\$6,241.00	
Trash	\$4,300.00	
Cellgate / Internet	\$4,308.00	
Management	\$8,400.00	
Total OPEX	\$172,357.00	
NET INCOME		
	\$171,743.00	
Cap Rate	4.84%	
Mort. Debt Service	\$178,660.08	
Cash Flow	\$(6,917.08)	
Cash on Cash Return	-0.65%	

Building Reits				
Unit	Monthly Rent	Bedrooms	Square Feet	Parking
2A	\$2,400.00	2 Bed	1063	\$125.00
2B	\$2,400.00	2 Bed	1174	\$125.00
2C	\$2,400.00	2 Bed	1096	\$125.00
2D	\$1,900.00	1 Bed	865	\$125.00
3A	\$2,400.00	2 Bed	1063	\$125.00
3B	\$2,400.00	2 Bed	1174	\$125.00
3C	\$2,400.00	2 Bed	1096	\$125.00
3D	\$1,900.00	1 Bed	865	\$125.00
4A	\$2,400.00	2 Bed	1063	\$125.00
4B	\$2,400.00	2 Bed	1174	\$125.00
4C	\$2,400.00	2 Bed	1096	\$125.00
4D	\$1,900.00	1 Bed	865	\$0.00
Total Monthly	\$27,300.00			\$1,375.00
Total Annual	\$327,600.00		12594	\$16,500.00

EXHIBIT E
DISCLOSURE AFFIDAVIT

To: City of St. Charles, Economic Development Dept.

From: Bob Rasmussen

Subject: Pad 8 RFP

Rick Dahl , Ryan Corcoran, Ryan Samuelson and myself would like to submit an application for the development of Pad 8 in the First Street Redevelopment project. Our business address is 521 Illinois Ave, St. Charles, IL 60174. The best contact for us is my cell at 630-774-9101 or our emails, Bob@Midwestcustomhomes.com and Rdliftman63@gmail.com. We have not yet created the LLC that will become the developer entity should we be rewarded the opportunity to develop.

We have engaged Dan Marshall as our architect and have uploaded conceptual site plan, floor plans and exterior elevations. The initial site plan was run by Russ Colby to verify the concept to be viable. The floor plans and ingress, egress have been run by the fire department to confirm all will meet code.

Rick and I have developed several similar buildings in St. Charles, including the 333 Lofts next to Whole Foods, Indiana Place (formally the Heinz cut glass factory) and the Judd mansion.

I have personally developed most of the First Street Redevelopment project including The ALE Building, The Sterling Building, The Riverloft building, The Plaza Building and the 7a building.

Other important St. Charles developments include:

Tyler&64 Business park

Chrysler/Jeep dealership formally Cadillac

Extra Space Self storage 2625 East Main

West Towne Market 1800-1900 West Main street

Leroy Oakes Business park 2435-2455 Dean Street

Heritage Square I , 5th ave – 6th ave between Indiana & Illinois

Heritage Square II, 4th ave – 5th ave between Indiana & Illinois

Heritage Green, Townhouses surrounding the Judd mansion

Milestone Rowe, 350-450 south 1st street

Ryan Corcoran and Ryan Samuelson of Corcoran Commercial Real Estate own many commercial properties in and around St. Charles . they are excited to potentially add partial ownership of this new residential building as part of their portfolio. Ryan & Ryan are partners with myself in Complex Management, LLC which manages all the commercial spaces in the First Street Redevelopment project as well as the affordable residential units in building 7B.

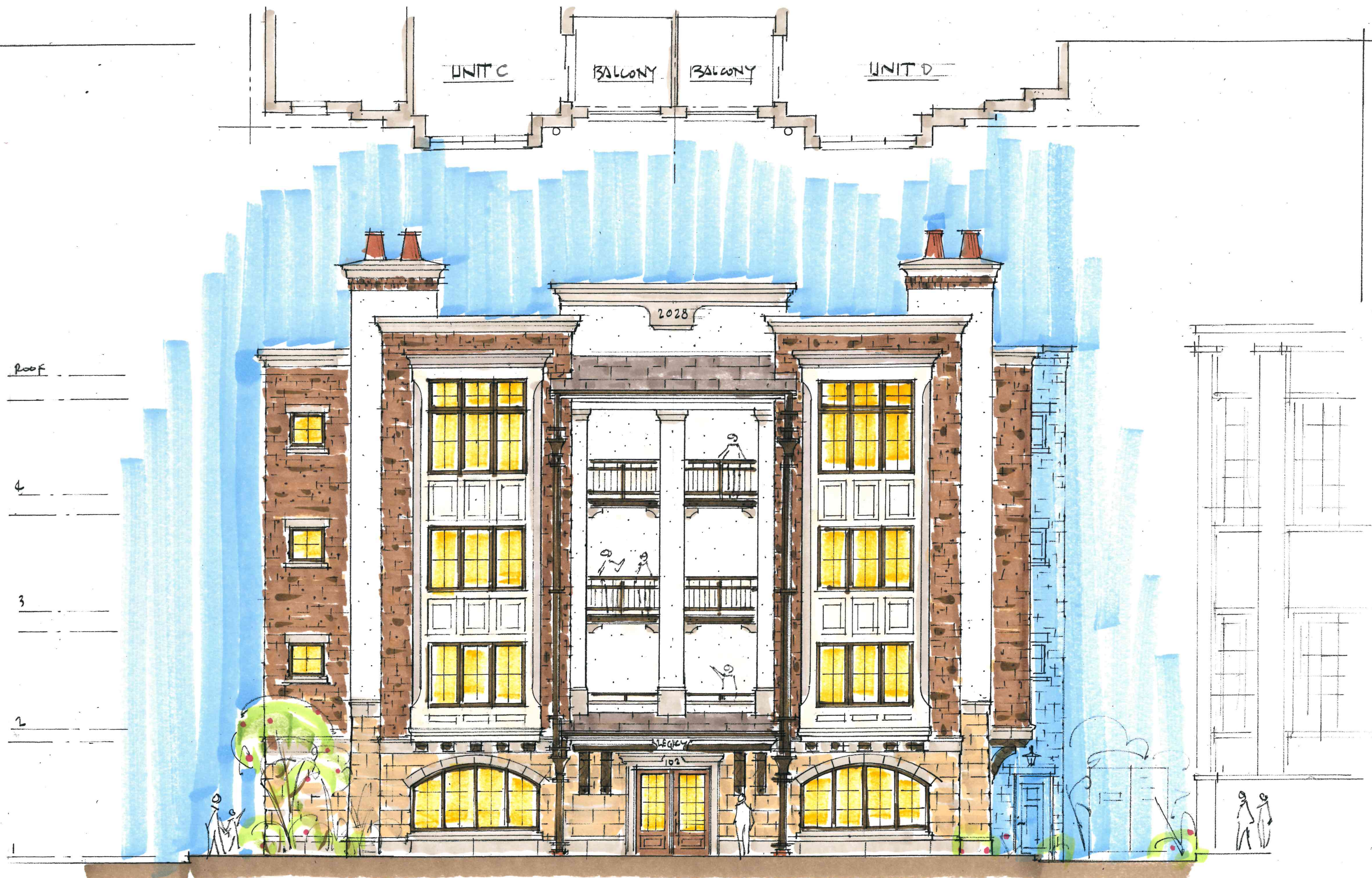
It is our belief that the best use for this site is residential rental apartments. As I set out to develop the First Street properties our focus was on restaurant, retail and residential. We believe the restaurant and retail portion of the project is what it should be and needs additional support through residential development, bringing more people to live in our downtown.

The Legacy building was created to fit in with the neighboring Baker Center and former Post Office buildings. We also wanted to ensure it has a residential look with a bit of modern design to fit in with the remainder of the First street Redevelopment buildings. The building is 4 stories with ground level parking. The second, third and fourth floors will each have 4 units for a total of 12 units. The first level parking garage will have 11 spaces, additional parking will be in the existing Plaza Garage. The building will cover the majority of the parking garage helix greatly enhancing the prominent corner on 2nd and Indiana.

In our effort to develop a class A residential building the cost will be somewhat prohibitive. We are asking the city to provide the deed to the property at no cost to the developer. We are also asking the city to provide a budget to complete the street scape on Indiana and 2nd street, the TIF as I understand does have the funds currently in place for this work. Inclusionary Housing fees were handled previously with the 7A building supplying 16 affordable income restricted units. Impact fees should be handled by the city's previous agreement with the county at no cost to the developer. Developer will pay Park and School impact fees . The developer will pay customary City of St. Charles permit fees.

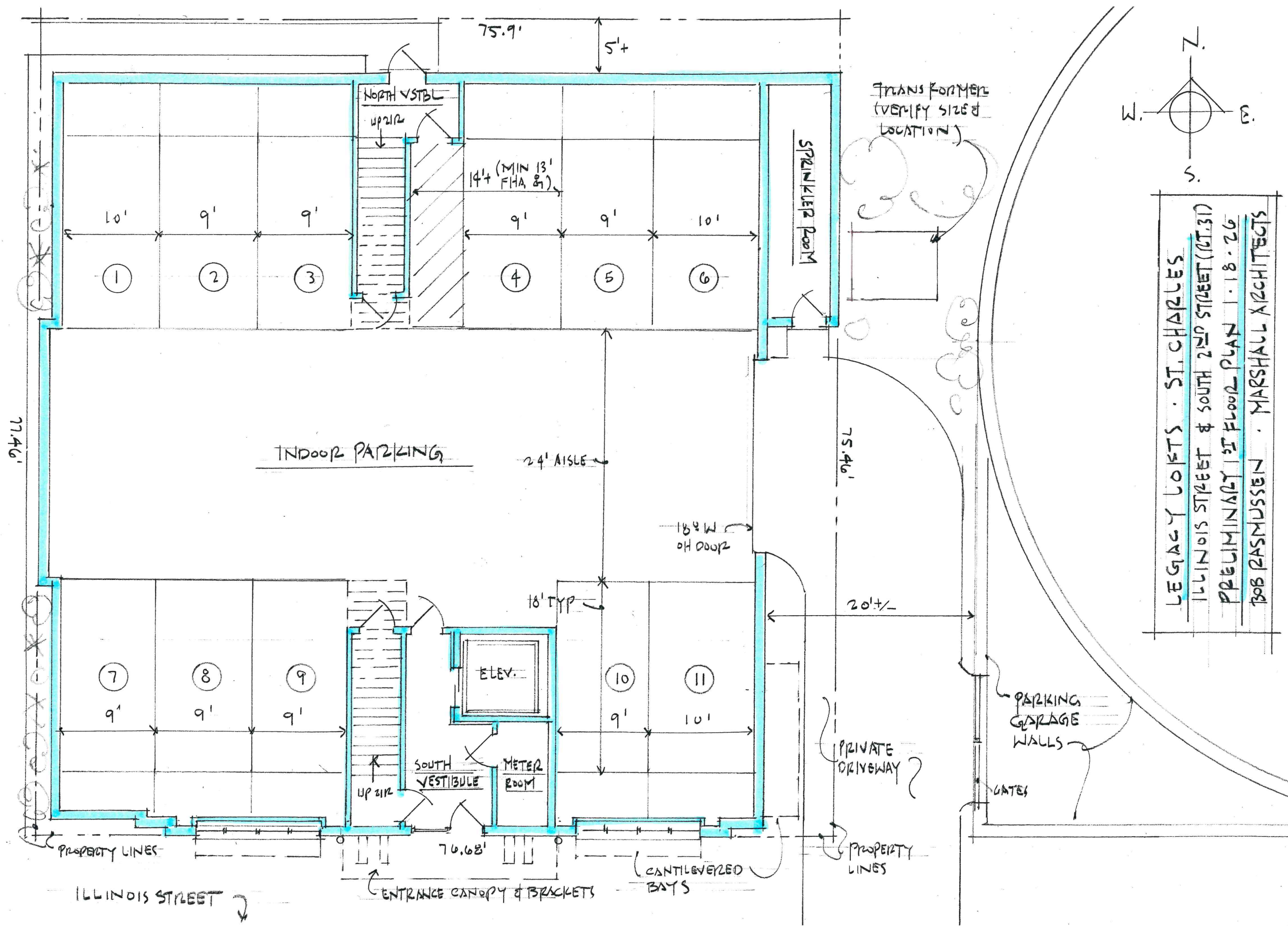
We would like to begin work immediately upon being awarded the project site. Architectural drawings and engineering of the site are anticipated to take 6 months. Permitting and approvals 2 months. The hope would be to break ground by Novemebr 1, 2026. Completion date of November 2027 is anticipated. Cost of construction is currently estimated at \$3,200,000 with a market value of \$3,500,000.

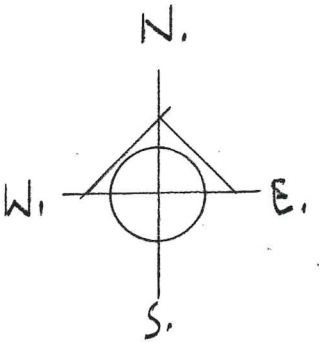
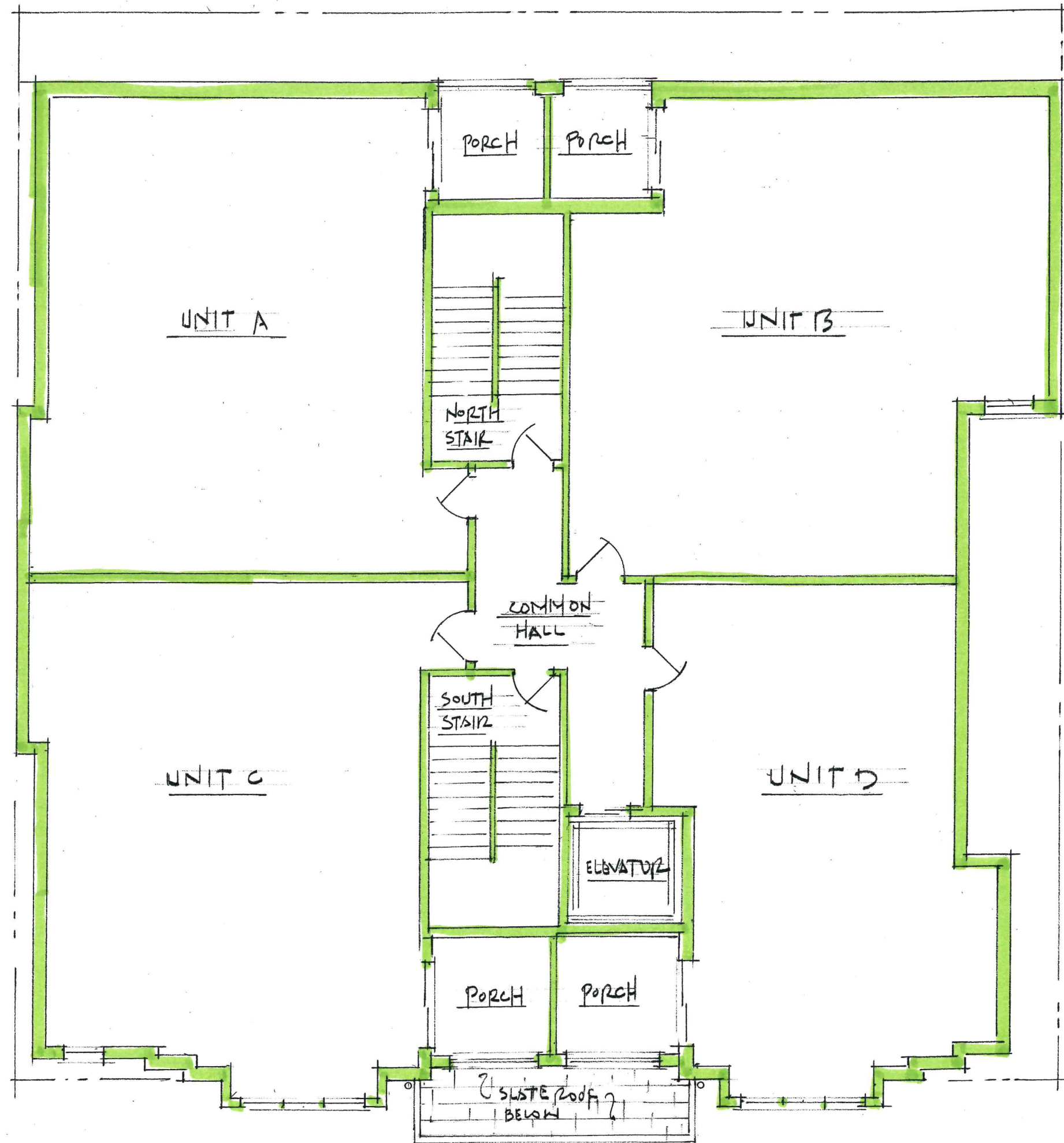
Thank you for the opportunity to provide this response to the RFP, we look forward to further discussion in hopes of developing this important site and completing the First Street Redevelopment Project.



LEGACY LOFTS · ST. CHARLES, IL.
BOB RASMUSSEN 1.18.26 MARSHALL ARCHITECTS

S. 2ND STREET (RT. 31)





LEGACY LOFTS - ST. CHARLES
ILLINOIS STREET & SOUTH 2ND STREET (PT. 31)
PRELIM. 2ND, 3RD & 4TH FLOOR PLANS 1.18.26
BOB RASMUSSEN - MARSHALL ARCHITECTS

ILLINOIS STREET

E

D

STA.
500+46.91

STA.
500+76.91

501+00

STA.
501+29.87

STA.
501+59.75

**BUILDING
8**

PROPOSED FIRE HYD.
MAINTAIN 5' RADIUS
CLEAR ZONE

693.00

693.00

693.00

+693.50

+693.08

+692.72

+692.64

+688.81

+692.03

+692.46

+692.80

+691.88

+689.43

UE

+691.58

+691.08

+690.80

+692.02

+691.63

+692.14 EP

+689.56 TW

+690.89

+690.40

+689.63 EP

+688.45

+689.04

+689.64 TW

+689.56

+689.04

+689.56

+689.04

7.2%

4.3%

4.1%

2%

1.6%

6%

2.3%

UE

UE

UE

UE

UE

UE

UE

UE

UE

UE

UE



CALL JULIE
48 Hours (2 working days) Before You Dig
1-800-892-0123

CONTRACTOR MUST CONTACT UTILITY LOCATING SERVICES FOR ALL UTILITIES AND LOCATE AND DETERMINE DEPTH OF ALL FACILITIES PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES. CONTRACTOR MUST BRING UTILITY CONFLICTS TO ATTENTION OF THE OWNER FOR RESOLUTION PRIOR TO PROCEEDING.

Grading, civil data, and survey
provided by K-Plus Engineering, Ltd.

No.	Date	Description
7	8/6/2007	Issued to Power Construction
6	7/19/2007	Issued for Pricing
5	5/18/2007	Re-Issued for Review
4	3/28/2007	Re-Issued for Review
3	3/16/2007	Re-Issued for Review
2	2/12/2007	95% Review Set
1	1/26/2007	Issued for Review

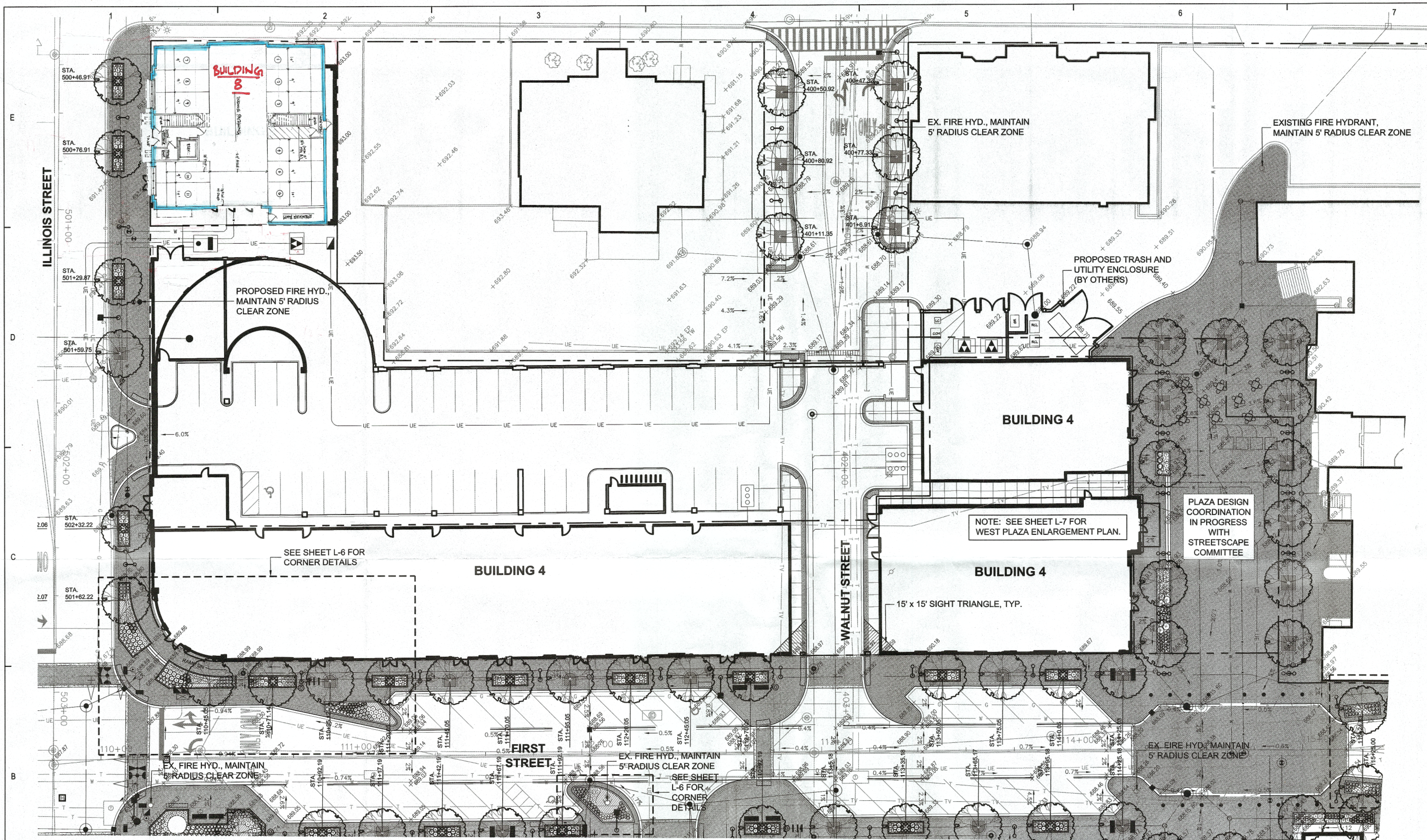
First Street Redevelopment

St. Charles, IL

STREETSCAPE PLAN

Date 1/26/2007
Project 206045
In Charge RCH
Approved by RCH
Checked by LKV
Designed by BAJ/AAW
Drawn by BAJ/AAW

L-3.1



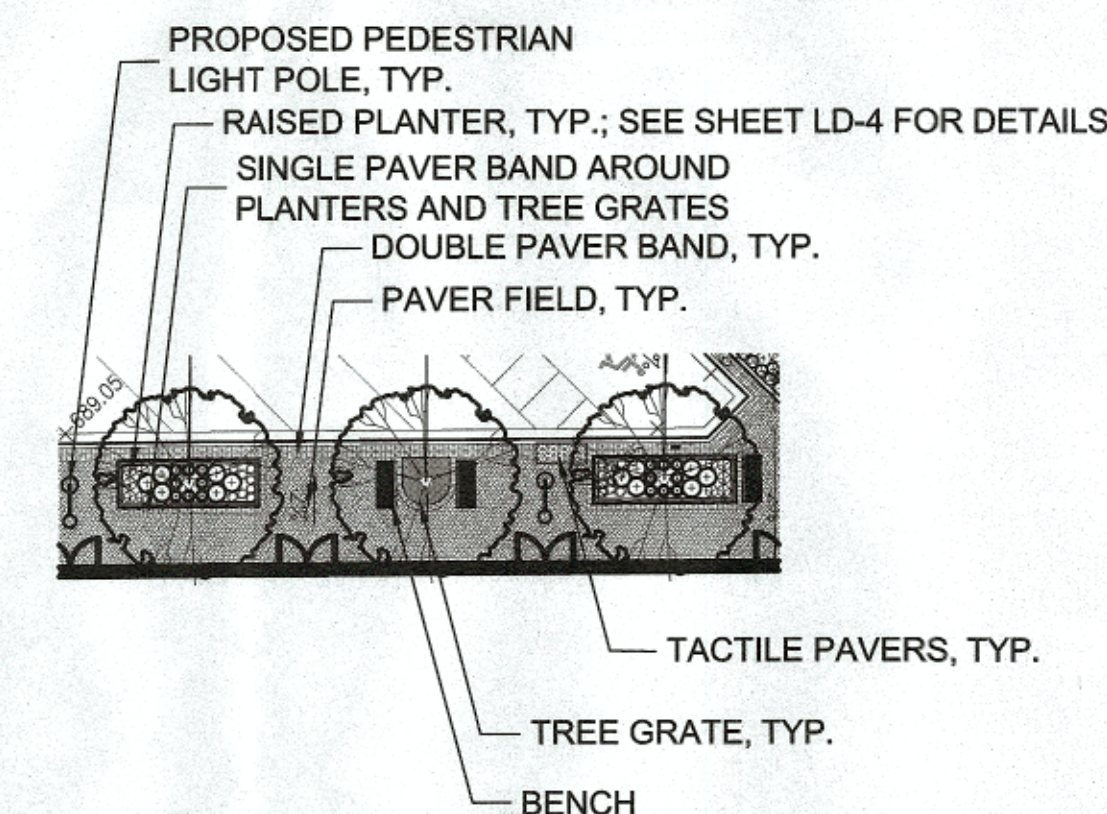
1 BUILDING 8, BUILDING 4 AND WEST PLAZA

SCALE: 1" = 20'-0"

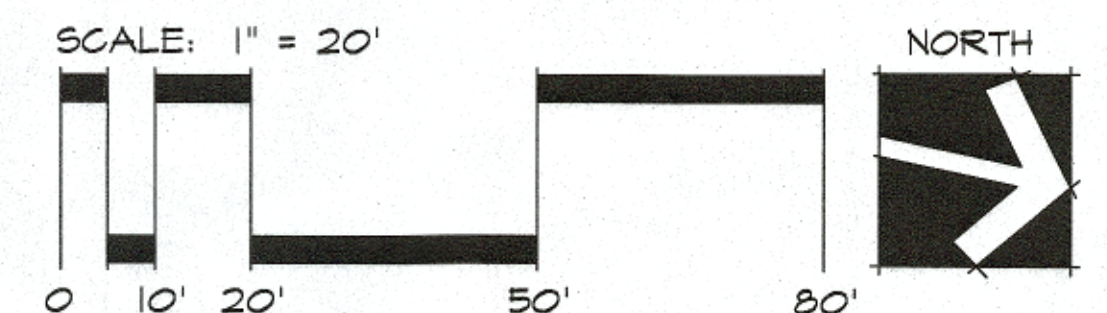
NOTES:

1. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
2. SEE SHEETS L-1.2, L-2.2, L-3.2 AND L-4.2 FOR PLANTING PLANS.
3. SEE SHEET L-10 FOR TYPICAL SIDEWALK PLANTER PLANTING PLANS.

KEY SYMBOLS



**DRAFT FOR REVIEW
-NOT FOR CONSTRUCTION-**



Financing Assumptions	
LTV	70%
Assessed Value	\$1,026,000.00
Term	5
Amortization	30
Interest	6.000%
Monthly Payments	\$14,888.34
Annual Debt	\$178,660.08
Square Footage	20,792

Construction Pricing	
122 S 2nd Street	\$3,300,000.00
# of Units	12
Cost Per Unit	\$295,625.00
Construction Loan Interest Rate	7.50%
Time to Construct	1 Year
Interest Paid over Construction	\$247,500.00

Building Makeup	
Average Unit Size	1,165
# of Units	12
Parking Spaces	11
Ave Annual \$PSF Rent / Unit	\$27.32
Approximate Common SF / Floor	1000
Approx Total Common SF 2-4	3000
Approximate Garage SF	5198

Operating Data	
Cost plus construction loan	\$3,547,500.00
Cash Down	\$1,064,250.00
Loan Amount	\$2,483,250.00

RENT	\$344,100.00
-------------	---------------------

Tax Building	\$97,920.00
Insurance	\$13,500.00
Elevator	\$14,688.00
Maintenance & Repair	\$12,000.00
Janitorial	\$3,000.00
Landscaping	\$1,500.00
Pest Control	\$500.00
Snow Removal	\$1,500.00
Security & Fire Alarm	\$4,500.00
House Utilities	\$6,241.00
Trash	\$4,300.00
Cellgate / Internet	\$4,308.00
Management	\$8,400.00
Total OPEX	\$172,357.00

NET INCOME	\$171,743.00
Cap Rate	4.84%

Mort. Debt Service	\$178,660.08
--------------------	--------------

Cash Flow	\$(6,917.08)
-----------	--------------

Cash on Cash Return	-0.65%
---------------------	--------

Building Rents				
Unit	Monthly Rent	Bedrooms	Square Feet	Parking
2A	\$2,400.00	2 Bed	1063	\$125.00
2B	\$2,400.00	2 Bed	1174	\$125.00
2C	\$2,400.00	2 Bed	1096	\$125.00
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3D	\$1,900.00	1 Bed	865	\$125.00
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4B	\$2,400.00	2 Bed	1174	\$125.00
4C	\$2,400.00	2 Bed	1096	\$125.00
4D	\$1,900.00	1 Bed	865	\$0.00
Total Monthly	\$27,300.00			\$1,375.00
Total Annual	\$327,600.00		12594	\$16,500.00

Property	Annual Rents	RE Tax Actual	% of Rent
333 S 1st Street	\$489,000.00	\$139,153.00	28.46%

Property	Projected Rent	RE Tax Based upon above	% of Rent
Building 8	\$344,100.00	\$97,919.32	28.46%

Mortgage Amortization

Inputs	
Loan principal amount	#####
Annual interest rate	6.000%
Loan period in years	30.0
Base year of loan	2026
Base month of loan	November

Key Figures	
Annual loan payments	\$178,660
Monthly payments	\$14,888
Interest in first calendar year	\$24,820
Interest over term of loan	\$2,876,552
Sum of all payments	\$5,359,802

Payments in First 12 Months								
Year	Month	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
	Nov	\$2,483,250	\$14,888	\$2,472	\$12,416	\$2,472	\$12,416	\$2,480,778
	Dec	\$2,480,778	\$14,888	\$2,484	\$12,404	\$4,957	\$24,820	\$2,478,293
####	Jan	\$2,478,293	\$14,888	\$2,497	\$12,391	\$7,453	\$37,212	\$2,475,797
	Feb	\$2,475,797	\$14,888	\$2,509	\$12,379	\$9,963	\$49,591	\$2,473,287
	Mar	\$2,473,287	\$14,888	\$2,522	\$12,366	\$12,485	\$61,957	\$2,470,765
	Apr	\$2,470,765	\$14,888	\$2,535	\$12,354	\$15,019	\$74,311	\$2,468,231
	May	\$2,468,231	\$14,888	\$2,547	\$12,341	\$17,566	\$86,652	\$2,465,684
	Jun	\$2,465,684	\$14,888	\$2,560	\$12,328	\$20,126	\$98,980	\$2,463,124
	Jul	\$2,463,124	\$14,888	\$2,573	\$12,316	\$22,699	\$111,296	\$2,460,551
	Aug	\$2,460,551	\$14,888	\$2,586	\$12,303	\$25,285	\$123,599	\$2,457,965
	Sep	\$2,457,965	\$14,888	\$2,599	\$12,290	\$27,883	\$135,889	\$2,455,367
	Oct	\$2,455,367	\$14,888	\$2,612	\$12,277	\$30,495	\$148,165	\$2,452,755

Yearly Schedule of Balances and Payments							
Year	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
####	\$2,478,293	\$178,660	\$30,800	\$147,860	\$35,757	\$172,680	\$2,447,493
####	\$2,447,493	\$178,660	\$32,700	\$145,960	\$68,457	\$318,640	\$2,414,793
####	\$2,414,793	\$178,660	\$34,717	\$143,943	\$103,173	\$462,583	\$2,380,077
####	\$2,380,077	\$178,660	\$36,858	\$141,802	\$140,032	\$604,385	\$2,343,218
####	\$2,343,218	\$178,660	\$39,131	\$139,529	\$179,163	\$743,914	\$2,304,087
####	\$2,304,087	\$178,660	\$41,545	\$137,115	\$220,708	\$881,029	\$2,262,542
####	\$2,262,542	\$178,660	\$44,107	\$134,553	\$264,815	\$1,015,582	\$2,218,435
####	\$2,218,435	\$178,660	\$46,828	\$131,832	\$311,643	\$1,147,414	\$2,171,607
####	\$2,171,607	\$178,660	\$49,716	\$128,944	\$361,359	\$1,276,358	\$2,121,891
####	\$2,121,891	\$178,660	\$52,782	\$125,878	\$414,142	\$1,402,236	\$2,069,108
####	\$2,069,108	\$178,660	\$56,038	\$122,622	\$470,180	\$1,524,858	\$2,013,070
####	\$2,013,070	\$178,660	\$59,494	\$119,166	\$529,674	\$1,644,023	\$1,953,576
####	\$1,953,576	\$178,660	\$63,164	\$115,496	\$592,838	\$1,759,520	\$1,890,412
####	\$1,890,412	\$178,660	\$67,060	\$111,601	\$659,898	\$1,871,120	\$1,823,352
####	\$1,823,352	\$178,660	\$71,196	\$107,464	\$731,093	\$1,978,585	\$1,752,157
####	\$1,752,157	\$178,660	\$75,587	\$103,073	\$806,680	\$2,081,658	\$1,676,570
####	\$1,676,570	\$178,660	\$80,249	\$98,411	\$886,929	\$2,180,069	\$1,596,321
####	\$1,596,321	\$178,660	\$85,198	\$93,462	\$972,127	\$2,273,531	\$1,511,123
####	\$1,511,123	\$178,660	\$90,453	\$88,207	\$1,062,581	\$2,361,738	\$1,420,669
####	\$1,420,669	\$178,660	\$96,032	\$82,628	\$1,158,613	\$2,444,365	\$1,324,637
####	\$1,324,637	\$178,660	\$101,955	\$76,705	\$1,260,568	\$2,521,070	\$1,222,682
####	\$1,222,682	\$178,660	\$108,244	\$70,416	\$1,368,812	\$2,591,486	\$1,114,438
####	\$1,114,438	\$178,660	\$114,920	\$63,740	\$1,483,732	\$2,655,227	\$999,518
####	\$999,518	\$178,660	\$122,008	\$56,652	\$1,605,740	\$2,711,879	\$877,510
####	\$877,510	\$178,660	\$129,533	\$49,127	\$1,735,273	\$2,761,006	\$747,977
####	\$747,977	\$178,660	\$137,522	\$41,138	\$1,872,796	\$2,802,143	\$610,454

####	\$610,454	\$178,660	\$146,005	\$32,656	\$2,018,800	\$2,834,799	\$464,450
####	\$464,450	\$178,660	\$155,010	\$23,650	\$2,173,810	\$2,858,449	\$309,440
####	\$309,440	\$178,660	\$164,570	\$14,090	\$2,338,380	\$2,872,539	\$144,870
####	\$144,870	\$148,883	\$144,870	\$4,014	\$2,483,250	\$2,876,552	\$0

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5g
	Title:	Presentation of New Business Guide	
	Presenter:	Nate Wendt, St. Charles Business Alliance Brianna Cybulski, Economic Development Coordinator	
Meeting: Committee of the Whole		Date: September 8, 2026	
Proposed Cost: \$ NA		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The City's Economic Development team has partnered with the St. Charles Business Alliance to create a New Business Guide for businesses looking to open in St. Charles. The New Business Guide will serve as a comprehensive resource for business owners, outlining processes for how to find the ideal site, set up utilities, identify grant opportunities, and other key information that will help businesses navigate the startup process. The guide will be hosted on the City's Economic Development webpage once finalized. This initiative supports the City's and Business Alliance's ongoing efforts to foster a business-friendly environment.			
Attachments (please list): New Business Guide			
Recommendation/Suggested Action (briefly explain): Presentation only – no action required.			

ST. CHARLES, IL

BUSINESS GUIDE



ECONOMIC DEVELOPMENT

CITY OF
ST. CHARLES
ILLINOIS ♦ 1834



ST. CHARLES
BUSINESS ALLIANCE



Welcome to *St. Charles*

Hello and welcome to St. Charles, IL—a city praised for its economic diversity, top-notch entertainment, beautiful downtown, and rich history. Our community has so much to offer. It is home to a variety of businesses and wonderful parks, as well as host to several community events that draw tens of thousands of visitors both near and far.

We value the role local businesses play in our diverse and vibrant economy. City staff, along with organizations such as the St. Charles Business Alliance and St. Charles Chamber of Commerce, are committed to assisting businesses, and share a common goal of creating opportunities in which businesses thrive. City staff works closely with these organizations to drive economic growth and make St. Charles a destination where people, businesses, and tourism prosper.

Heritage, Community, Service and Opportunity form the basis of our City mission. These four elements work together to offer something for everyone in St. Charles. When all elements of a community come together, great things can happen.

Sincerely,
Mayor Clint Hull



**In 2025, downtown
St. Charles drew in
4 MILLION+
VISITORS**



***St. Charles offers an exceptional quality of life,
with 99% of residents rating it as an excellent or good
place to live in the City's most recent community survey.***

St. Charles

At A Glance

Business Information

- **2,000+** Businesses
- **28,000+** Employees
- **30+ Community Events** held in St. Charles in 2025 (Major Community Events, Races, Organized Bike Rides, etc.)
- **94% Occupancy** in Downtown St. Charles (2025)
- **98% Occupancy** in Industrial & Manufacturing business sector (Jan. 2025)
 - **9,296,760 sq. ft.** of industrial/manufacturing businesses



St. Charles, IL
designated as one of the
TOP PLACES
TO LIVE, WORK & PLAY

From publications such as World Atlas, World Almanac & more

Our Community By The Numbers

Information provided via **United States Census Bureau**



33,000+
Population



100,000+
Population within
15 min drive time



14,000+
Households



\$110,00
Average Household
Income



120+
Restaurants



1,500
Acres of Park
& Open Space



Commercial Property Search



Location, Location, Location

Finding the Right Site Is Key To Your Business's Success

Our Economic Development team actively tracks available properties and works closely with local property owners and brokers to help connect businesses with the right space. Browse current listings by scanning the QR code or fill out our development inquiry form for personalized assistance.

To help our team better understand your needs and identify the best opportunities, you'll be asked to provide information about:

- Type of business industry
- Are you interested in: leasing or buying. If buying, if you have any interest in land or a building.
- Estimate Sq. ft. range needed for your business (Ex. 1,000 – 2,000 sq. ft.).



Available Properties ➔



Inquiry Form ➔

BASE Sites Visits

BASE Site Visits (Building Assessment and Safety Evaluation) are a complimentary service for prospective business owners. Before signing a lease or purchasing a property, schedule a walk-through with City staff to identify any zoning, building, or fire code issues that may need to be addressed before occupying the space. Staff will typically be joined by the buyer and the real estate broker for a walk-through of the site.

Contact Economic Development Staff:
630-377-4443 | econdev@stcharlesil.gov

Building Code & Enforcement

Zoning Conformance

Once a potential site has been identified, it is important to verify that the intended business use is allowed in that zoning district. Each zoning district has permitted uses and special uses. Special Uses require a public hearing before the Plan Commission and approval by City Council before the business may open.

In addition to confirming that a business use is allowed in the zoning district, there are other considerations that may impact the suitability of a site, see below.

Concept Review

The following applications may be required. Approval timelines will vary depending on size of the property, whether engineering plan review or a public hearing is required, and meeting schedules.

In the event that multiple applications are submitted for a single project, they will be reviewed concurrently.



Concept Stage Applications:

Concept Plan: 45 days

Preliminary Stage Applications:

- General Amendment: 45-60 days
- Map Amendment: 45-60 days
- Special Use: 60-90 days
- Special Use for PUD: 60-120 days
- PUD Preliminary Plan: 60-90 days
- Minor Change to PUD: 30-45 days

Preliminary Plat of Subdivision: 60-90 days

Final Stage Applications:

PUD Final Plan: 60-120 days

Final Plat of Subdivision: 60-90 days

Minor Subdivision Final Plat: 30-45 days

Building Code & Enforcement



Building & Code Enforcement

Call **J.U.L.I.E** 48 hours prior to digging to identify all public utilities on site with color coordinated markers, including:

- Electric Utilities
- Water Utilities
- Sewer
- Utilities: Comcast/Telephone
- NICOR: Red Blue Green Orange Yellow CONSULTATION MEETING.

The Building and Code Enforcement Division offers a consultation meeting where applicants can meet with City staff to discuss any questions or issues on the construction project, whether the project is just a proposal or already under construction. The meeting can be held at the site or at the City office.

Final Occupancy

A final occupancy certificate cannot be issued until all items including the Building & Code Enforcement, Fire Prevention Bureau, Planning, and Development Engineering permit conditions have been addressed.



Building Permit

Building permits are required for the construction, alteration, repair, or demolition of any structure. If you have a question about whether your project requires a building permit, please contact the Building Division.



Permit Applications ➔

The City can offer same day service on certain permits (e.g. roofs, sewer repairs, water heaters, windows, siding) and issue “over the counter” provided that the items do not require plan review or Historic Preservation Review, and all noted items in the required application and handout are provided.

Commercial and industrial permits may take three to four weeks to process.

Additional Approvals & Economic Incentives

Additional Approvals

The City of St. Charles does not operate a business licensing or registration program. Most businesses do not require a permit or approval from the City to open so long as they are a permitted use in the zoning district. However, some establishments do require a license.

The City does recommend contacting the St. Charles Business Alliance and St. Charles Chamber of Commerce to connect with their services.



Business Licensing

While the City of St. Charles does not require general business license, licenses are required for various circumstances.

The City has a online licensing portal for miscellaneous licenses & applications such as:

- **Special events**
- **Video gaming**
- **Cigarette/tobacco**
- **And more**

(630) 762-6903 | stclicensing@stcharlesil.gov



**Online Licensing
Portal ➔**

Kane County Health Department

If you are opening a restaurant, bar or other business that handles food, make sure to apply for a permit from the Kane County Health Department. Visit kanehealth.com for more information.



Liquor License & Additional Info



Liquor License

All liquor licenses are valid from **May 1 through April 30** and must be renewed annually. Renewal applications are typically sent in February and are due by **March 31**. If you're applying for a new liquor license, submit your application at least **90 days** before your anticipated opening date.



Liquor License Application ➔

Required Approvals/Meetings

- **Liquor Control Commission**
(3rd Monday of the month)
- **Committee of the Whole** (1st and 3rd Mondays)
- **City Council – Final Approval**
(1st and 3rd Mondays)



BASSET Training Requirements & Classes

Beverage Alcohol Sellers and Servers Education and Training is the licensing program administered by the State of Illinois Liquor Control Commission. Every employee who sells or delivers alcoholic liquor or beverages must be trained and certified. BASSET training and certification is a prerequisite to the issuance of a local liquor license.



BYOB Liquor Licenses

Class F-1 and F-2 liquor licenses allow businesses to permit customers to bring their own alcoholic beverages (BYOB) or carry in alcoholic drinks. The license application is available on the city website.



St. Charles Grant Programs

The City of St. Charles and the St. Charles Business Alliance offer three programs to help entrepreneurs and business owners successfully launch their businesses in St. Charles.



Business Improvement Grant >



Facade Improvement Grant >



Storefront Improvement Grant >

Business Improvement Grant

- This program offers **50/50 matching awards** (up to \$30,000) for permanent structural & life safety modifications. The grant is first come, first served and eligibility for this program is based on three factors:

- **Location** - Business must be located on the 1st floor of a commercial building located in the *CBD-1* or *CBD-2* zoning district or along either the Main Street, Randall Road or Lincoln Highway corridor.
- **Eligible Businesses** - Applicants must operate one of the following types of businesses: art studio, cultural facility, indoor recreation, live entertainment, hotel/motel, outdoor sales, personal services, coffee shop/tea room, restaurant, retail sales, tavern/bar, or theater.
- **Eligible Expenses** - Eligible improvements include but are not limited to plumbing, electrical, fire sprinklers, alarms, and structural repairs. View the program guidelines for more details.

Facade Improvement Program

- Assists with the improvement and restoration of downtown building exteriors to enhance the character of the City's historic district. Funding assistance is available for **25% of the cost of maintenance work and 50% for certain types of historic preservation projects.**

STCBA Storefront Improvement Grant

- This grant assists any businesses within the downtown *SSA-1B* and matches up to **50% of the cost up to \$1,000** for any signage, awning, light fixtures or other Storefront Improvement projects.

ILLINOIS STATE GRANTS & INFORMATION

For more information on State Grants and Information, visit Illinois Department of Commerce & Economic Opportunity at <https://dceo.illinois.gov/>



Resources for Businesses:



The City of St. Charles

The City of St. Charles is dedicated to serving the residents and business owners who call St. Charles home. The City provides customer service focused programs and services to everyone it serves, including preliminary site visits, zoning review, assistance with site selection, various grant programs to meet different needs and more.

Community Development

For questions about opening a new business, finding a location, zoning, historic districts, planned unit developments (PUDs), special uses, parking requirements and more.

(630) 377-4443
cd@stcharlesil.gov

Economic Development

For questions about opening a new business, finding a location, zoning, historic districts, planned unit developments (PUDs), special uses, parking requirements and more.

(630) 377-4443
econdev@stcharlesil.gov

St. Charles Business Alliance

The St. Charles Business Alliance is a non-profit organization dedicated to enhancing the economic viability of St. Charles. The organization is instrumental in driving tourism and promoting St. Charles, organizing large scale events & the revitalization of Downtown St. Charles.



St. Charles Chamber of Commerce

The St. Charles Chamber of Commerce is a membership based organization that offers numerous networking events, member groups, educational programs, marketing opportunities, tools and resources to help your business be successful.

St. Charles Public Library

The St. Charles Public Library offers a variety of tools and resources to help your business succeed. Explore online databases with the latest business trends, market research, and more. Schedule an appointment with the Business Reference Librarian for a personalized demonstration and learn how to make the most of the Library's business resources.



Schedule An Appointment ➤

Waubonsee Community College

Waubonsee Community College features the Small Business Development Center. The SSBDC offers services for no-cost, and provided by experts who have years of experience running a small business. For more information, visit their website at waubonsee.edu

Commercial Utilities



For general inquiries, visit www.stcharlesil.gov



Water

The City of St. Charles provides water services. To start, stop or transfer existing utility services, business customers can visit the City's website for information on setting up an account.



Sewer & Electric

The City of St. Charles provides sewer & electric services. To start, stop or transfer existing utility services, business customers can visit the City's website for information on setting up an account.



Natural Gas

Northern Illinois Gas (NICOR) services the St. Charles area. If the property already has a gas meter, all you have to do is establish an account. This can be done by completing the "start services" form online or by calling **(888) 642-6748**



Refuse Collection

The City does not contract for collection of commercial refuse. Commercial refuse and recycling services are available through a number of licensed vendors with which businesses may contract independently.



Utility Billing

For questions about starting, stopping or transferring utilities, making utility payments, or purchasing refuse bags and tags.

(630) 377-4426
utilitybilling@stcharlesil.gov



Building & Code Enforcement

For questions about building permits, inspections, occupancy, and more.

(630) 377-4406
bceadm@stcharlesil.gov



List of Licensed Vendors ➔



New Business Checklist



Getting Started

- ☐ Develop a business plan outlining your concept, goals, and financial projections.
- ☐ Contact the City's Economic Development staff to discuss your plans and identify potential sites.
- ☐ Contact the City's Economic Development staff to identify any zoning, special use, or parking regulations that should be considered.
- ☐ Once a potential site is identified, request a BASE visit before leasing or purchasing a property to discuss renovation plans and receive guidance on code requirements.
- ☐ Apply for grant funding, if applicable.

Before Opening Your Business

- ☐ Apply for necessary building permits and any other required applications (historic preservation, amendments, etc.)
- ☐ Apply for liquor or other applicable licenses (massage, video gaming, tobacco, etc.)
- ☐ Set up utilities (water, gas, electricity)
- ☐ Coordinate inspections based on permit or licensing requirements

Opening & Growing Your Business

- ☐ Engage with the St. Charles Business Alliance for marketing, networking, and community engagement opportunities.
- ☐ Connect with the St. Charles Area Chamber of Commerce to coordinate a ribbon cutting or grand opening event.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number:

Title: Discussion regarding Tree Preservation on Private property

Presenter: Russell Colby, Community Development Director

Meeting: Committee of the Whole

Date: September 8, 2026

Proposed Cost: \$

Budgeted Amount: \$ N/A

Not Budgeted: ☐

TIF District: None

Executive Summary (if not budgeted, please explain):

This item was added for discussion at the request of Ald. Wirball, with support of Aids. Silkaitis, Pietryla and Petschke. Two changes to the Tree Preservation Ordinance, Ch. 8.30, are proposed for discussion:

1. City Council to approve all waivers of Tree Preservation Plans for new development
2. Tree Preservation Plans to be required for Building Lots for full or partial teardowns in RT Traditional Residential zoning districts (primarily older neighborhoods)

Background on the City's Tree Preservation policy for Private Property:

- There is no general code restriction against removal of private trees, unless the tree is within a Natural Area or Tree Conservation easement, or located on a lot with an approved Tree Preservation Plan.
- The City began adding Natural Area Easements for Tree Conservation in new subdivisions starting in the 1980s through early 2000s. These easements were meant to restrict use or change from a "natural" state, but over time homeowners began using these easements as part of their yards.
- A Tree Preservation Ordinance (Chapter 8.30 of the Municipal Code) was adopted in 2001, in order to:
 - Provide regulations for the ongoing use and maintenance of platted Natural Area Easements
 - Create a formalized Tree Preservation Plan requirement and approval process for future developments, including new subdivisions
- The focus of the 2001 code was new developments in wooded areas, not teardowns/redevelopment

Changes approved in 2014:

The code was revised in 2014 based on feedback from developers and staff experience administering the code. The following items were revised in 2014 and are relevant to the current discussion:

Option for staff to waive Tree Preservation Plan requirement for New Developments:

- Developer feedback was that tree surveys required excessive costs to document all trees for certain projects where it was known beforehand that most would not be saved during the development work.
- A code section was added to allow Staff to waive or modify an application submittal requirement for a Tree Preservation Plan for a development project, based on certain criteria: a) Areas with undesirable species or low quality specimens, and b) developments that would modify a parcel in a manner where tree preservation would not be successful.
- In practice this waiver is considered by staff based on feedback from the public, Plan Commission and Council Committee during the Concept Plan review. The Community Development Director reviews the criteria and feedback and advises the developer on what staff will require with the initial submittal. Staff advises developers to at a minimum provide plans for areas with higher quality vegetation, planned buffer areas, and open spaces areas. Developers consider this to be a more practical approach.
- Plan Commission and City Council retain the ability to require a complete plan during their review.

Elimination of Tree Preservation Plan requirement for all Building Lots outside of designated areas:

- The tree preservation standards for Building Lots are challenging to administer as written.
- The code standards for tree removal is based upon "reasonable alternatives being available" and "adequate space for permitted construction". This required attempting to redesign construction

drawings and/or requiring changes that restrict development below what was permitted by zoning. This process was unworkable and did not accomplish the stated intent of the code.

- The code was changed to only require Tree Preservation plans for Building Lots that were designated with tree preservation requirements, as there would typically be subdivision engineering plans showing a planned building footprint on each building lot to guide the builder and staff.

Proposed Changes for Discussion:

#1: City Council to approve all waivers for Tree Preservation Plans with new development:

- This determination would be changed from a staff recommendation to a formal Council decision.
- This step in the process would need to occur based upon a formal request by a developer, either during the Concept Plan review process, or after Concept Plan prior to Preliminary Plan submittal.
- Currently nothing is voted on during Concept Plan review, there is only feedback provided. The Council would need to vote on the Tree Preservation Plan waiver for a project separately from the project itself and prior to a Preliminary Plan being presented. This might create confusion about the purpose and effect of the vote.
- More developers may choose to simply submit a full Tree Preservation plan for the entire site to avoid an added approval step.

#2: Tree Preservation Plans for Building Lots for full or partial teardowns in RT zoning districts

- This change would impact existing building lots in mostly older neighborhoods that are being redeveloped. These older neighborhoods often contain mature trees that are impacted by site excavation and new buildings with larger footprints.
- Staff has similar concerns with the existing tree preservation standards as identified in 2014, and would recommend that more specific criteria be developed for tree preservation requirements for these lots.
- Potential criteria could include:
 - Changing the preservation standard from 6" diameter tree to something larger (such as 10 or 12")
 - Identifying heritage/legacy trees and/or specific species for protection or prioritization.
 - Specific preservation standards for trees located in setback yards or on adjacent property that may be impacted by the development
- This change would require the developer/builder to obtain the services of an arborist or forester, and the City would need to engage an arborist or forester during the plan review.
- The recommendation or decision regarding plan approval and/or tree removal would need to be based on ordinance criteria in order to be fair and consistent.
- There could be a role for Natural Resources Commission or City Council in the review, approval or appeal process. Currently, any appeal process is to City Council.
- Consideration should be given to include other areas that are not zoned RT but have mature trees and have seen teardowns (Pottwattomie area north of Iroquois; S. 5th-6th-7th Streets south of Mosedale)

Programs in neighboring communities:

Neighboring communities have Tree Preservation requirements, but the applicability and standards vary, depending on the goal or purpose of code. In summary:

- Geneva has a Tree Preservation Review permit process for trees over 10", which applies to new buildings, demolitions, additions, pools, detached garages, etc. Trees are ranked in preservation priority based on size, species, condition.
- Batavia has a Tree Preservation review but exempts existing undeveloped lots prior to the ordinance date and existing single- or two-family houses. Criteria are included for removals. A tree replacement schedule is included.

Attachments (please list):

Tree Preservation on Private Property, Chapter 8.30 of the Municipal Code

Recommendation/Suggested Action (briefly explain):

Discuss and provide direction to staff on whether to develop a code amendment for one or both items.

Chapter 8.30 TREE PRESERVATION ON PRIVATE PROPERTY

8.30.010 Purpose.

The purpose of this chapter is to maintain existing trees within the City to the greatest extent possible, while allowing for reasonable development of private property. Trees are assets to the community in many ways, including contributing to its character and scenic beauty, clean air, reducing noise, preventing erosion of topsoil, reducing the rate of stormwater runoff, providing nesting areas for birds and habitat for other wildlife, conserving energy, and providing shade and windbreaks. The health and general welfare of the community, as well as its tax base, are enhanced when trees are preserved.

(2014-M-27: § 1; 2001-M-73: § 1)

8.30.020 Definitions.

Approved trees: Approved trees are those species described in Chapter 12.20 of this Code as being suitable street trees in the City of St. Charles, and shall not include restricted species listed in Chapter 12.20.

Building lot: A lot for which application has been made for a building permit to construct a new building or structure, or to demolish or move an existing building or structure.

Construction zone: The area of a site where construction of buildings and other site improvements may occur.

DBH (diameter at breast height): The diameter of a tree measured at a height of four and a half (4½) feet above the ground.

Land development: The process of developing a parcel of land, starting with the submittal of a preliminary plan of subdivision or planned unit development and concluding with the completion and acceptance of site improvements. Land development may involve unimproved vacant land, or land improved with buildings and/or site improvements that is proposed to be redeveloped, but does not include review and issuance of a building permit.

Lot: A parcel of land which is designated by its owner at the time of application for a building permit as a tract all of which is to be developed and used as one (1) parcel under single ownership. A lot may consist of (a) a single lot of record or (b) a combination of contiguous lots of record.

Remove or removal: The actual physical removal of a tree, or the effective removal through damaging, cutting, poisoning, or other direct or indirect action resulting in, or likely to result in, the death of a tree.

Tree preservation plan: A plan identifying existing trees, designating areas where trees will be preserved and removed, and detailing the location and type of tree protection measures to be undertaken during and/or after construction. An easement for tree and/or natural area preservation established in a subdivision or planned unit development approved prior to November 19, 2001, including but not limited to the tree conservation areas listed in Section 8.30.050(A) hereof, shall constitute an approved tree preservation plan where the tree preservation zone is the area within the easement, and the construction zone is all areas outside the easement.

Tree preservation zone: The area of a site that is not necessary for construction of buildings and other site improvements and within which trees shall be preserved.

(2001-M-73: § 1; 2014-M-27: § 1)

8.30.030 Tree preservation requirements for land development.

- A. No live tree(s) with a trunk size of six (6) inches or more DBH shall be removed from any parcel undergoing land development except as permitted by an approved tree preservation plan.
- B. In addition to the other requirements of this chapter, where a site development permit is required by Title 18 of the St. Charles Municipal Code no trees shall be removed from a site undergoing land development unless a site development permit has been issued and remains valid.
- C. Where trees six (6) inches or more DBH exist on the property to be developed or redeveloped, a tree preservation plan shall be submitted with the preliminary plan of subdivision or planned unit development. If the preliminary plan stage is omitted or is combined with final engineering plans, the tree preservation plan shall be submitted with the final engineering plans. The requirement to provide a tree preservation plan as a part of an initial preliminary plan submittal may be waived by the City Administrator or their designee where 1) existing vegetation on the parcel is comprised primarily of undesirable species and/or low quality specimens that do not warrant preservation, or 2) the area of the parcel identified for land development will be substantially modified such that any existing vegetation is unlikely to be successfully preserved. The City Administrator or their designee may require information demonstrating that a parcel meets the criteria prior to waiving the requirement. Notwithstanding the waiver of the requirement, the Plan Commission or City Council may require a tree preservation plan prior to approval of a preliminary plan.
- D. The removal of trees six (6) inches or more DBH proposed as part of a tree preservation plan shall be permitted only to the extent necessary to accommodate the construction of public and private site improvements, buildings and structures in conformance with the standards of 8.30.070 § 2 hereof. Submittal of a separate tree preservation plan for each building lot shall not be required for building lots within a subdivision or planned unit development if all areas where trees are to be removed are identified in the approved tree preservation plan.
- E. Where an easement for tree and/or natural area preservation has been established in a subdivision or planned unit development approved prior to November 19, 2001, including but not limited to the tree conservation areas listed in Section 8.30.050(A) hereof, no additional tree preservation plan approval shall be required to remove existing trees located outside of the established easement areas.

(2014-M-27: § 1; 2014-M-17: § 1; 2001-M-73: § 1)

8.30.040 Tree preservation requirements for building lots.

- A. This section shall apply to building lots where a tree preservation plan has previously been approved or where a tree preservation plan for the building lot is required as a part of the approved preliminary plan of subdivision or planned unit development.
- B. No live tree(s) of six (6) inches or more DBH shall be removed except as permitted by an approved tree preservation plan.
- C. A proposed tree preservation plan shall be submitted with the application for a building permit where trees six (6) inches or more DBH exist on the building lot if (a) no tree preservation plan has been approved for the building lot or (b) the applicant proposes to alter the approved tree preservation plan.
- D. The City Administrator or his designee shall approve a tree preservation plan (or amendment thereto) for a building lot if the application complies with the provisions of this chapter and in particular the standards of Section 8.30.070(1).
- E. Appeals: A property owner may appeal the denial of a tree preservation plan to the City Council by submitting a written request. If the City Council finds that the standards of Section 8.30.070 § 2 have been

met, it may approve the tree preservation plan and may include conditions it deems necessary to ensure compliance with this chapter.

(2014-M-27: § 1; 2001-M-73: § 1)

8.30.050 Tree conservation areas.

- A. The tree conservation areas listed in this section are hereby found to be unique community assets that, if protected, will enhance the value of the property encumbered by said covenants and easements as well as other property within the community. These tree conservation areas shall be maintained in conformance with the provisions of their respective covenants and easements, and in conformance with the tree conservation area guidelines set forth in Exhibit "A" hereto (the "TCA Guidelines").

Tree Conservation Areas:	
Red Gate Units 4, 5 and 7:	Tree Preservation Area
Red Gate Units 2 and 8:	Natural Area Easement
Tradition of St. Charles:	Tree Conservation Easement
Woods of Crane Road:	Natural Area Easement
Kingswood, and Kingswood Unit II and III:	Tree Conservation Zone, Natural Area Easement
Majestic Oaks:	Tree Conservation Easement
Willowgate:	Drainage and Conservation Easement
Woods of Delnor:	Conservation Area
Woods of Fox Glen Units 1 and 2:	Natural Area Easement
The Royal Fox:	Natural Area Easement

- B. A property owner who proposes to make changes or alterations within a tree conservation area that are not in conformance with the TCA Guidelines shall submit a written request to the City. Such request shall clearly describe the type of work to be undertaken, the locations, quantities, and specifications of materials and equipment, and the name and licensing of any contractor performing the work. Written approval from the City must be received before proceeding with any alterations if such alterations are not in conformance with the TCA Guidelines.
- C. Any encroachment in the tree conservation area that has not been previously authorized by the City Administrator or their designee and is not in conformance with the TCA Guidelines, must be removed immediately by the property owner and at their expense. The property owner may however submit a written request to the City Administrator or their designee requesting that the encroachment be allowed to remain. Each request will be reviewed individually by the City Administrator or their designee, and on a case-by-case basis taking the TCA Guidelines and the following criteria into consideration:
1. The length of the time the encroachment has been installed and whether it was installed by a previous owner.
 2. The quality/condition of the vegetation in the area prior to the installation of the encroachment.
 3. Whether the encroachment can be easily relocated outside of the easement.
 4. Potential for further damage to vegetation caused by removal of the encroachment.

The final determination shall be made by the City Administrator or their designee and shall be final. If any encroachment in the tree conservation area is authorized to remain, it shall not be expanded, enlarged, or enhanced during its usable lifespan. At such a point that the encroachment is no longer usable or functional for its original purpose, it shall be completely removed at the property owner's expense. Removal shall

include all above and below grade improvements, including, but not limited to, foundations, footings, utilities. The encroachment area shall be restored to its original condition. If the original condition is unknown, then the encroachment area shall be restored to match the conditions of the surrounding area.

- D. When active restorative measures such as planting or vegetation removal are necessary to bring a property into compliance with the TCA Guidelines, the owner shall submit a restoration plan within sixty (60) days of written notification that the property is in violation of the TCA Guidelines. If the City Administrator or his designee determines the following proposed restoration plan will restore the area to a condition that conforms with the TCA Guidelines, he shall approve it. The owner shall restore the disturbed area in conformance with the approved restoration plan within twelve (12) months following its approval.

(2014-M-27: § 1; 2013-M-79: § 1; 2001-M-73: § 1)

8.30.060 Emergency removal.

Notwithstanding other provisions of this chapter, approval is not required when removal of a tree is necessary due to an emergency situation posing an immediate danger to a person, property or the community. The individual who proposes to remove the tree(s) shall notify the City Administrator or their designee or designee in writing after the emergency removal has occurred. Such notice shall include documentation that clearly describes the time, location, quantities, and types of trees removed in the emergency situation.

(2014-M-27: § 1; 2001-M-73: § 1)

8.30.070 Requirements for tree preservation plans.

1. A proposed tree preservation plan shall include the following written and graphic information:
 - 1.1 A survey of existing trees six (6) inches or more DBH within the entire site or lot, identifying their locations, size and species, and a plan overlaid on the survey or at the same scale showing proposed construction zones and tree preservation zones.
 - 1.2 The proposed tree preservation zone shall encompass all of the property having six-inch DBH or larger trees that will not be disturbed by construction activities. All buildings, structures, parking areas, driveways, stormwater management facilities, utilities, and other site improvements shall be located to minimize tree damage and removal; preference shall be given to tree preservation when reasonable alternatives are available for the location of buildings and other site improvements.
 - 1.3 The proposed construction zone shall include only the areas to be directly affected by buildings, site improvements and grading activities related to the approved construction. The construction zone shall be as small as possible, considering factors such as the depth of excavation, necessary spoil areas, and space required for access to construction activity.
 - 1.4 The location and description of protective fencing, root pruning, canopy pruning and other protective and conservation measures necessary to protect the trees within the tree conservation zone shall be indicated.
2. Standards: Removal of trees shall be authorized by tree preservation plans only when one or more of the following conditions exist, as determined by the City:
 - 2.1 The tree is diseased, dead or dying.
 - 2.2 The tree is damaged or injured to the extent that it is likely to die or become diseased, or such that it becomes a hazard.

- 2.3 Removal of the tree is consistent with good forestry practices, that is, consideration is given to the species of the tree, location, conditions, age, safety, and the historic and aesthetic value of the tree to be removed.
- 2.4 Removal of the tree will enhance the health of remaining trees within the immediate vicinity.
- 2.5 Removal of the tree is required to repair a sewer line or water main, or excavation for such repair will damage the tree to the extent that it is likely to die or become diseased.
- 2.6 All reasonable efforts have been undertaken in the land planning, architectural and engineering design of the proposed building, building addition, development or site improvement to minimize tree damage and/or removal, and the tree or trees must be removed to provide adequate space for the permitted construction.

(2014-M-27: § 1; 2001-M-73: § 1)

8.30.080 Practices during construction.

- A. All tree preservation zones shall be maintained free of all construction activity, construction equipment, material or spoils storage, compaction, fill, and debris.
- B. Crushed limestone, hydrocarbons, or other materials detrimental to trees shall not be dumped within the root zone of any tree to be preserved nor at any higher elevation where drainage toward the tree could affect its health.
- C. No attachments, signs, fences, or wires, other than those approved for bracing, guying or wrapping trees, shall be attached to trees during the construction period.
- D. Unless otherwise authorized by an approved tree preservation plan, no soil shall be removed or added within the root zone of any tree to be preserved.
- E. The boundary between the construction zone and the tree preservation zone shall be fenced during the course of construction in a manner that clearly identifies where construction activity is prohibited. The City shall have the authority to issue a stop work order until adequate fencing is provided or repaired.

(2014-M-27: § 1; 2001-M-73: § 1)

8.30.090 Penalties.

- A. Any violation of this chapter shall be punishable by a fine of not more than five hundred dollars (\$500.00) for each violation.
- B. *Unauthorized removal of trees.* If a tree is removed prior to approval of a tree preservation plan or other approval, and the City Administrator or his designee determines the removed tree was of a species or condition that would have justified approval of a tree preservation plan or other approval to remove it if application had been made, the penalties hereof shall not apply.
- C. *Replacement trees.* In addition to any fine that may be assessed, each tree of six (6) inches or more DBH which is removed in violation of this chapter shall be replaced with trees of at least a three-inch caliper selected from the list of approved trees according to the following schedule. The diameter of removed trees shall be determined by the average stump diameter where cut at six (6) inches from surrounding ground level.

Existing Tree's Stump Diameter	Number of replacement trees
--------------------------------	-----------------------------

36 inches or more	One for each inch of stump diameter
More than 30 but less than 36 inches	11
More than 24 but less than 30 inches	9
More than 18 but less than 24 inches	7
More than 12 but less than 18 inches	5
At least 6 but less than 12 inches	3

- D. *Location of replacement trees.* The location of replacement trees shall be as determined by the City Administrator or his designee. If it is determined that an insufficient onsite area exists to support some or all of the replacement trees, then prior to issuance of any building permit, site development permit or approval of a plat of subdivision or planned unit development the property owner shall pay the cost of the replacement trees that cannot be accommodated onsite to the City. The funds collected from such payments shall be used for the sole purpose of planting trees at other locations determined by the City.
- E. *Suspension of permits.* The City may suspend any and all building permits issued by the City and issue stop work orders with respect to any parcel of land where it has been determined that the provisions of this ordinance are not being complied with.

Exhibit A TREE CONSERVATION AREA GUIDELINES

TREE PRESERVATION ON PRIVATE PROPERTY

Intent

The intent of these Guidelines is to protect and enhance the diversity, health and vigor of the tree, shrub, herbaceous plant, forb and grass species within the designated Tree Conservation Areas in order to protect wildlife habitat as well as enhance the aesthetic qualities and value of the properties adjacent to them.

The conservation of existing plant material is to be achieved primarily through restricting access to and limiting activities within the Tree Conservation Areas. However, intervention to perform maintenance and corrective measures is appropriate, must be approved by the appropriate Homeowner's Association (HOA), and does not require approval from the City in the following circumstances:

1. The presence of invasive plant species including noxious weed or alien plant species that may threaten the health of indigenous plants in the Tree Conservation Areas.
2. The presence of damaged, diseased or dead trees which may constitute a hazard to persons or property.
3. Where the City has approved a plan to re-establish trees, shrubs, and other plants that are indigenous to the Tree Conservation Zone.
4. Emergency removal as described in Section 8.30.060.

Definitions

1. Alien: a plant native to one region but brought to another as a result of human activity.
2. Forb: a non-grassy herbaceous plant, primarily referring to broad-leaved plants of prairies and savannas.
3. Herbaceous: pertaining to or characteristic of a plant that has a fleshy stem, as distinguished from a woody plant.

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4. Indigenous: occurring or living naturally in an area, not introduced; native.
5. Noxious weed: a weed specified by law as being especially undesirable, troublesome, and difficult to control.
6. Other plants: all vegetation, woody or otherwise, except lawn grass and flowers less than twenty-four (24) inches in height.
7. Overstory trees: deciduous trees that generally grow to a height in excess of thirty (30) feet.
8. Shrub: a woody perennial smaller than a tree, usually having permanent stems branching from or near the ground.
9. Savanna: a transitional zone between grasslands and forests, on which there are scattered individual trees and/or clumps of trees and shrubs.
10. Transitional Border: a strip of land within a Tree Conservation Area along its edge which has been disturbed and which may provide a visual and functional transition between the Tree Conservation Area and the remainder of the lot.

Guidelines

- A. Removal of vegetation: The following activities are permitted within the Tree Conservation Zone.
 1. No healthy woody vegetation shall be removed except for the restricted species listed in Chapter 12.20 of the City Code and with the specific approval of the City.
 2. Where permission has been granted to remove woody vegetation, it shall be sawed or cut down to existing grade. No removal or disturbance shall occur below grade.
 3. If the City has approved a plan to re-establish the growth of indigenous plants, noxious weeds and alien herbaceous vegetation may be removed by: (a) applying a three (3) inch layer of organic hardwood mulch, or (b) herbicide application by a licensed professional.
 4. Dead or fallen trees and limbs shall remain, except where a standing dead tree is located so that it could fall upon a building or structure.
- B. Planting: The following plantings are permitted within the Tree Conservation Zone. Appendix I lists some native, non-native and weedy plants as a reference. Additional lists and guides to native plants are found in references such as Swink and Wilhelm's Plants of the Chicago Region, and Dick Young's Kane County Wild Plants and Natural Areas, 2nd Edition.
 1. Indigenous grasses, flowers and other herbaceous plants may be planted by hand installation of plugs or by seeding. Prairie forbs and grasses shall be restricted to those areas/lots with limited scattered trees. Commercial prairie mixes may contain non-native and non-hardy species, so consulting a native plant supplier or prairie restoration specialist is recommended.
 2. Planting common turf grass such as Kentucky bluegrass, ryegrass, and fescue is not permitted except in transitional borders with specific approval of the City. The soil preparation typically required damages the root system of trees, and the nutrient and pH requirements for mowed turf grasses are not optimally compatible with those of most woody plants.
 3. Non-native plant material is not permitted. Some non-native plants reseed aggressively and become invasive, crowding out indigenous species.

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4. Indigenous container perennials, woody shrubs, and trees are permitted if planted in compliance with the following guidelines:
 - a. All digging and planting shall be performed by hand. No vehicles, augurs or rototillers are permitted.
 - b. Only minimal digging shall be allowed within the tree's critical root zone, i.e., the area equivalent to one (1) foot of radius per inch of the tree's trunk caliper, measured out from the center of the tree. Plant type and size should be limited within this area to minimize damage to tree roots.
 - c. No overstory tree shall be planted directly under the drip-line of an existing tree.
 - d. Areas disturbed by planting must be thoroughly watered immediately after planting and periodically for one (1) month following planting to reduce stress to existing trees. Do not overwater.
 - e. A three (3) inch layer of organic hardwood mulch in a dish or saucer pattern may be used around the base of newly planted trees and shrubs during the first growing season to conserve moisture in the soil.
 - f. If proper installation methods are used, additional plant material can reduce or control access into Tree Conservation Areas and will provide wildlife food and habitat.
- C. Transitional Border:
 1. A transitional border may be delineated at the common boundary of the Tree Conservation Area and the remainder of the lot. The transitional border may extend into the Tree Conservation Area a maximum of three (3) feet, or within one (1) foot of existing trees within the Tree Conservation Area, whichever dimension is less. (See Appendix II)
 2. Due to disturbances caused by utility installation, restoration of the transitional border may include turf grasses and non-indigenous plant materials. However, restoration with indigenous plant materials is strongly encouraged.
 3. Yard accessories are permitted in the transitional border area as described below in subsection D-1.
 4. Organic hardwood mulch is permitted to minimize the encroachment of indigenous plants into an adjoining managed plant material area such as turf or perennials.
 5. In order to preserve the health and vigor of the Tree Conservation Area, invasive plants or vegetation that is difficult to control shall not be permitted in the transitional border. (Refer to Appendix I for a list of invasive and difficult to control plants.)
- D. Installation of Yard Accessories:
 1. Small yard accessories such as benches, bird baths, bat houses, butterfly houses, and bird feeders are permitted within the transitional border, only. Yard accessories shall be limited to not more than one (1) per fifty (50) square feet of transitional border. No yard accessories are permitted in the balance of the Tree Conservation Area.
 2. Permanent or temporary structures, play equipment, paths, paving, structures attached to trees such as tree houses, and any items requiring footings are prohibited.
- E. Prohibited Activities: The following activities and uses are specifically prohibited within Tree Conservation Areas:

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1. Composting or dumping of lawn waste, Christmas trees, potted plants, or similar organic waste.
 2. Stacking or firewood.
 3. Dumping of any materials.
 4. Mowing.
 5. Fire pits and barbecues.
 6. Tree swings.
 7. Dog waste.
 8. Vegetable or flower gardens.
 9. Lawn irrigation systems.
 10. Yard accessories.
 11. Fences.
 12. Any other similar uses determined by the City to be detrimental to the protection of the Tree Conservation Area.
- F. Miscellaneous: The following activities are not permitted unless approved by the City in conjunction with a plan to remove and/or restore plant material in accordance with these guidelines:
1. The use of motorized vehicles such as garden tractors and mowers.
 2. The use of fertilizers, herbicides and pesticides.
 3. Alteration of existing grade elevation.

Appendix I Representative Species of Plant Material

Indigenous (native) plants:	
Overstory Trees	
Acer nigrum	Black maple Acer
saccharum	Sugar maple
Carya cordiformis	Bitternut hickory
Carya ovata	Shagbark hickory
Fraxinus americana	White ash
Juglans cinerea	Butternut
Juglans nigra	Black walnut
Quercus alba	White oak
Quercus macrocarpa	Bur oak
Quercus muhlenbergii	Chinquapin oak
Quercus rubra	Northern red oak
Tilia americana	American linden
Understory Trees	
Amelanchier arborea	Serviceberry; shadbush

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Amelanchier laevis	Allegheny shadblow serviceberry
Cercis canadensis	Redbud
Cornus alternifolia	Alternate-leaved dogwood
Cornus florida	Flowering dogwood
Corylus americana	Hazelnut
Dirca palustris	Leatherwood
Hamamelis virginiana	Witch hazel
Ostrya virginiana	Hop hornbeam
Prunus americana	American plum
Prunus virginiana	Chokecherry
Shrubs	
Euonymus atropurpureus	Eastern wahoo
Lindera benzoin	Spicebush
Ribes cynosbati	Prickly wild gooseberry
Ribes missouriense	Wild gooseberry
Sambucus canadensis	Elderberry
Viburnum acerifolium	Mapleleaf viburnum
Viburnum lentago	Nannyberry viburnum
Viburnum prunifolium	Blackhaw viburnum
Viburnum rafinesquianum	Downy arrowwood viburnum
Ground Layer	
Common Plants	
Allium tricoccum	Wild leek
Anemonella thalictroides	Rue anemone
Arisaema triphyllum	Jack-in-the-pulpit
Carex plantaginea	Plaintain-leaved sedge
Carex rosea	Sedge
Caulophyllum thalictroides	Blue cohosh
Claytonia virginica	Spring beauty
Dentaria laciniata	Cut-leaved toothwort
Desmodium glutinosum	Tick trefoil
Dryopteris spinulosa	Spinulose wood fern
Erythronium albidum	White trout lily
Galium aparine	Shining bedstraw
Geranium maculatum	Wild geranium
Osmorhiza claytoni	Hairy sweet cicely
Parthenocissus quinquefolia	Virginia creeper
Podophyllum peltatum	Mayapple
Prenanthes alba	Lion's foot
Sanicula gregaria	Clustered black snakeroot
Smilacina racemosa	False Solomon's seal
Uvularia grandiflora	Large-flowered bellwort

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<i>Viola eriocarpa</i>	Smooth yellow violet
Others	
<i>Actaea pachypoda</i>	White baneberry
<i>Adiantum pedatum</i>	Maidenhair fern
<i>Allium tricoccum</i>	Wild leek
<i>Anemone cylindrical</i>	Thimbleweed
<i>Anemone quinquefolia</i>	Wood anemone
<i>Apocynum androsaemifolium</i>	Spreading dogbane
<i>Aralia racemosa</i>	Spikenard
<i>Arisaema draconitum</i>	Green dragon
<i>Asarum canadense</i>	Wild ginger
<i>Aster sagittifolius</i>	Arrowleaf aster
<i>Aster shortii</i>	Short's aster
<i>Athyrium filix-femina</i>	Lady fern
<i>Blephilia hirsute</i>	Wood mint
<i>Botrychium virginianum</i>	Rattlesnake fern
<i>Cardamine douglassii</i>	Purple cress
<i>Carex hirtifolia</i>	Hairy sedge
<i>Carex pensylvanica</i>	Pennsylvania sedge
<i>Celastrus scandens</i>	Bittersweet
<i>Dicentra cucullaria</i>	Dutchman's breeches
<i>Eupatorium rugosum</i>	White snakeroot
<i>Eupatorium purpureum</i>	Purple Joe-Pye weed
<i>Euphorbia corollata</i>	Flowering spurge
<i>Fragaria virginiana</i>	Wild strawberry
<i>Galium circaeazans</i>	Wild licorice
<i>Geum canadense</i>	Wood avens
<i>Helianthus strumosus</i>	Pale-leaved sunflower
<i>Hepatica acutiloba</i>	Hepatica
<i>Hydrophyllum appendiculatum</i>	Great waterleaf
<i>Hydrophyllum virginianum</i>	Virginia waterleaf
<i>Hystrix patula</i>	Bottlebrush grass
<i>Impatiens pallida</i>	Pale touch-me-not
<i>Isopyrum biternatum</i>	False rue anemone
<i>Jeffersonia diphylla</i>	Twinleaf
<i>Lactuca biennis</i>	Tall blue lettuce
<i>Lonicera prolifera</i>	Yellow honeysuckle
<i>Menispermum canadense</i>	Moonseed
<i>Mitella diphylla</i>	Bishop's cap
<i>Monarda fistulosa</i>	Bergamot
<i>Osmorhiza longistylis</i>	Sweet cicely
<i>Panicum latifolium</i>	Broad-leaved panic grass
<i>Phlox divaricata</i>	Woodland phlox

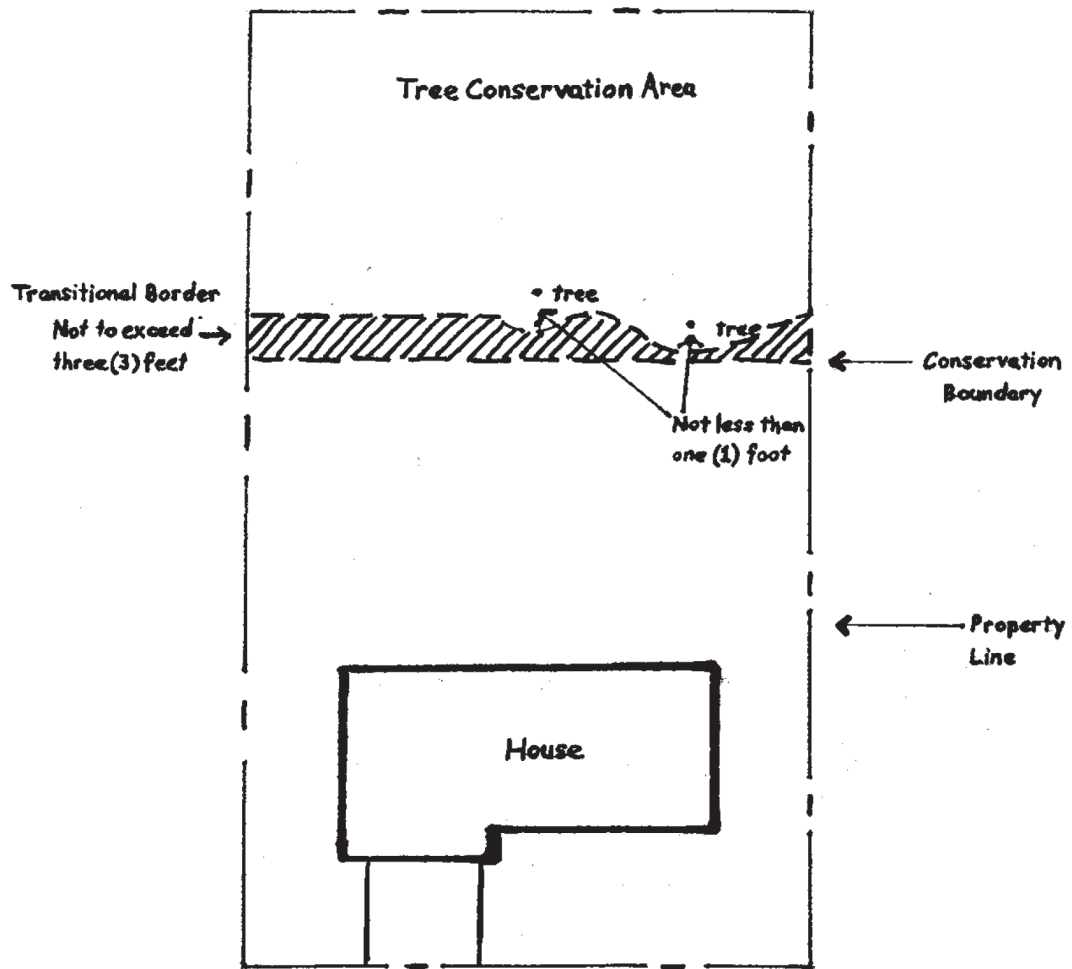
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Appendix I Representative Species of Plant Material

Phryma leptostachya	Lopseed
Pilea pumila	Clearweed
Polygonatum canaliculatum	Large Solomon's seal
Potentilla simplex	Common cinquefoil
Prenanthes altissima	Tall white lettuce
Rosa spp.	Rose
Sanguinaria canadensis	Bloodroot
Smilacina stellata	Starry Solomon's plume
Smilax ecirrhata	Upright carrion flower
Smilax taminoides	Bristly greenbrier
Solidago flexicaulis	Broad-leaved goldenrod
Solidago ulmifolia	Elm-leaved goldenrod
Thalictrum dioicum	Early meadow rue
Trillium grandiflorum	Large-flowered trillium
Trillium recurvatum	Prairie trillium
Trillium sessile	Toad trillium
Veronicastrum virginicum	Culver's root
Aggressive non-native species that should be removed such as:	
Alliaria officinalis	Garlic mustard
Berberis vulgaris	European barberry
Celastrus orbiculatus	Oriental bittersweet
Elaeagnus umbellate	Olive bush
Lonicera maackii	Amur honeysuckle
Lonicera tatarica	Tatarian honeysuckle
Morus alba	White mulberry
Populus alba	White poplar
Rhamnus cathartica	Common buckthorn
Rhamnus frangula	Glossy buckthorn
Solanum dulcamara	Nightshade bittersweet
Viburnum opulus	European cranberrybush viburnum
Native weedy species that should be controlled such as:	
Acer negundo	Boxelder
Parthenocissus quinquefolia	Virginia creeper
Rhus radicans	Poison ivy
Robinia pseudo-acacia	Black locust
Rubus occidentalis	Black raspberry
Vitis riparia	Riverbank grape

Appendix II Location of Transitional Border

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Appendix II Location of Transitional Border



(Ord. 2014-M-27 § 1; Ord. 2001-M-73 § 1)