

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. PAUL LENCIONI – CHAIR
MONDAY, APRIL 14, 2025 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. CALL TO ORDER

2. ROLL CALL

3. OMNIBUS VOTE

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

4. COMMUNITY & ECONOMIC DEVELOPMENT

a. Pheasant Run Industrial Park Property Annexation

- i. Consideration of Jurisdictional Boundary Line Agreement Amendment with the City of West Chicago
- ii. Consideration of an Annexation Agreement with DuPage Airport Authority and GSI Family Investments of Arizona LLC
- iii. Consideration of a Petition for Annexation for 12.25 acre DuPage Airport Authority property east of Pheasant Run Industrial Park
- iv. Plan Commission recommendation to approve a Zoning Map Amendment, upon Annexation, for Pheasant Run Industrial Park – former Driving Range Property

b. Housing Updates

- i. Affordability Analysis and Fee-in-Lieu
- ii. Housing Trust Fund Status

*c. Recommendation to approve a Plat of Easement for Kane County Fiber Optic Installation

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF


7. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- 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)

8. 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 (TDD), 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-i
	Title:	Consideration of a Jurisdictional Boundary Line Agreement Amendment with the City of West Chicago	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: April 14, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>The 2021 Pheasant Run Industrial Subdivision development plan identified eastern access to the project site, with two driveways connecting to Keil Road, crossing DuPage Airport Authority property in the City of West Chicago. Keil Road provides full access to Route 64.</p> <p>As a part of seeking development approval for these driveways and an associated stormwater detention area, DuPage Airport Authority and the developer, GSI Family Investments, worked with the City of West Chicago to allow for the property to be moved to St. Charles jurisdiction.</p> <p>Staff is supportive of this change as it will allow the Pheasant Run property the benefit of an additional access to Route 64, improving overall circulation and distribution of vehicle trips in and out of the property. The City will not incur any improvement or service costs as a result of the annexation, as the site is not readily developable for buildings due to airport related restrictions.</p> <p>In order to implement this change of jurisdiction, the two cities must first amend our jurisdictional boundary line agreement. The current agreement was approved in 2014. This proposed amendment modifies the boundary line around the proposed development site, which totals 12.251 acres. The boundary line extends to, but does not include, Keil Road. Keil Road is a private road owned and maintained by DuPage Airport Authority.</p> <p>All other terms of the existing Boundary Agreement will remain unchanged.</p> <p>West Chicago is considering this same agreement at their committee meeting tonight, and the West City Council can take action to approve the agreement as soon as April 21.</p> <p>Subject to West Chicago's approval on April 21, staff has noticed the Boundary Line Agreement amendment for St. Charles City Council action on May 5.</p> <p>The agreement has been reviewed by the City Attorney.</p>			
<p>Attachments (please list):</p> <p>Industrial Park Site Plan, Aerial map showing Boundary Line, Boundary Agreement</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Consideration of Jurisdictional Boundary Line Agreement Amendment with the City of West Chicago</p>			

Pheasant Run Industrial Park 2021 Site Plan





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: April 10, 2025 11:44 AM



0 250 510 Feet

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Prepared by Precision GIS

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR A JURISDICTIONAL BOUNDARY LINE AGREEMENT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT PROVIDING FOR A JURISDICTIONAL BOUNDARY LINE AGREEMENT (“First Amendment”) is entered into this _____ day of _____, 2025, by and between the CITY OF ST. CHARLES, an Illinois municipal corporation (“St. Charles”), and the CITY OF WEST CHICAGO, an Illinois municipal corporation (“West Chicago”) (St. Charles and West Chicago may be referred to individually herein as a “Party” and collectively as the “Parties”).

WHEREAS, St. Charles and West Chicago have previously entered into an Intergovernmental Agreement Providing for a Jurisdictional Boundary Line Agreement on or about November 17, 2014 (“Agreement”); and

WHEREAS, pursuant to the Agreement, the property legally described on Exhibit A attached hereto and made a part hereof (the “Subject Realty”) is currently within the jurisdictional area of West Chicago; and

WHEREAS, the owner of the Subject Realty desires to disconnect from West Chicago and voluntarily annex the Subject Realty into St. Charles; and

WHEREAS, the City of West Chicago has installed and currently maintains and operates various utility services in the Subject Realty; and

WHEREAS, the Subject Realty is currently subject to the DuPage County Stormwater Ordinance; and

WHEREAS, the disconnection and annexation contemplated must allow for by all owners and users of the Subject Realty to have access to Keil Road and Illinois Route 64; and

WHEREAS, the Parties desire to amend the Agreement by this First Amendment so that (1) the Subject Realty is disconnected from the jurisdictional area of West Chicago and thereafter through annexation placed within the jurisdictional area of St. Charles, (2) to require that the Subject Realty, to the extent permitted by law, is developed in compliance with all applicable stormwater, wetland, floodway and/or floodplain regulations, utilizing either the regulations of DuPage County or Kane County, whichever are the most restrictive at the time of development, and (4) to provide that the Subject Realty will be provided access to Keil Road and Illinois Route 64 ; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) authorizes the corporate authorities of municipalities to agree upon boundaries for the exercise of their respective jurisdiction within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, this First Amendment constitutes the lawful exercise of intergovernmental cooperation between the Parties and constitutes the lawful exercise of the Parties' rights to enter into jurisdictional boundary agreements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the Parties stipulate, St. Charles and West Chicago agree as follows:

1. Incorporation of Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein as substantive provisions.

2. Integration. The provisions of this First Amendment shall be deemed by the parties to be fully integrated into the Agreement. The Agreement shall remain in full force and effect, except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision or exhibit of the Agreement conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

3. Jurisdictional Boundary Line. The boundary line between St. Charles and West Chicago, for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, subdivision control and annexation of unincorporated territory, all as provided for in the Agreement, shall be depicted upon the map attached hereto as Exhibit B and made a part hereof. Said map reflects that the Subject Realty, which is legally described in Exhibit A, attached

hereto and made a part hereof, is excluded from the jurisdictional area of West Chicago and is within the jurisdictional area of St. Charles.

4. Upon the disconnection and annexation of the Subject Realty as contemplated herein, the Parties hereto agree that (1) the Subject Realty shall be under the jurisdictional control of St. Charles, (2) to the extent permitted by law, require that the Subject Realty be developed in compliance with all applicable stormwater, wetland, floodway and/or floodplain regulations, utilizing either the regulations of DuPage County or Kane County, whichever are the most restrictive at the time of development, and (3) the Subject Realty will be provided access to Keil Road and Illinois Route 64.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

CITY OF ST. CHARLES,
an Illinois municipal corporation

CITY OF WEST CHICAGO,
an Illinois municipal corporation

By: _____
Mayor

By: _____
Mayor

Attest: _____
City Clerk

Attest: _____
City Clerk

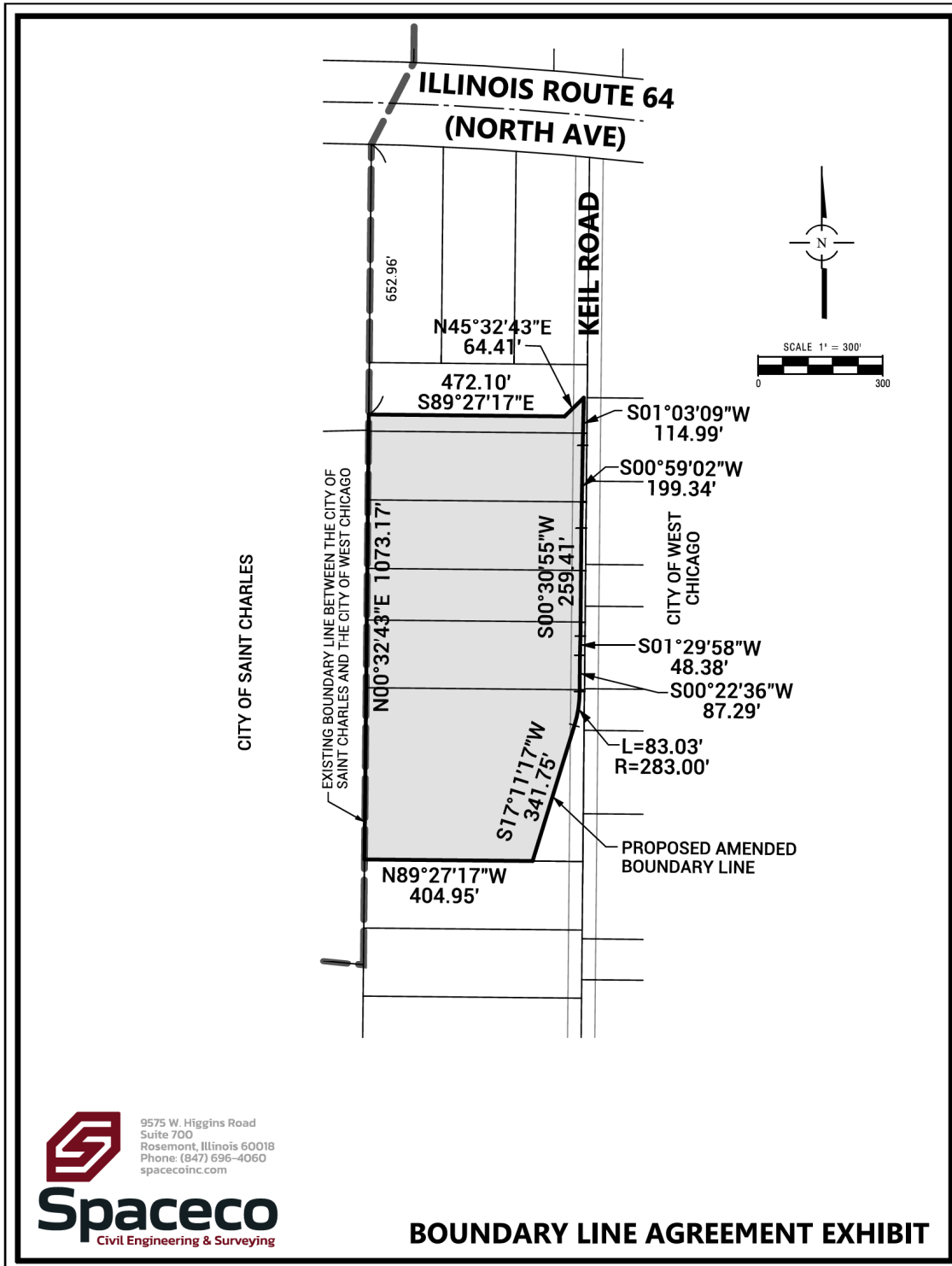
EXHIBIT A


LEGAL DESCRIPTION OF SUBJECT REALTY

THAT PART OF LOTS 17, 18, 19, 20, 21 AND 22 IN WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, ALSO KNOWN AS WAYNE ACRES, A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1945 AS DOCUMENT 475538, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 1073.17 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 472.10 FEET; THENCE NORTH 45 DEGREES 32 MINUTES 43 SECONDS EAST, 64.41 FEET TO A POINT ON A LINE 8 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD; THENCE SOUTHERLY ALONG A LINE 8 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD FOR THE NEXT SEVEN COURSES; THENCE SOUTH 01 DEGREES 03 MINUTES 09 SECONDS WEST, 114.99 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 02 SECONDS WEST, 199.34 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 55 SECONDS WEST, 259.41 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 58 SECONDS WEST, 48.38 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 36 SECONDS WEST, 87.29 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 83.03 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 283.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 46 MINUTES 57 SECONDS WEST, 82.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 11 MINUTES 17 SECONDS WEST, 341.75 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 404.95 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 533,658 SQUARE FEET OR 12.251 ACRES, MORE OR LESS.

EXHIBIT B
BOUNDARY MAP



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a-ii
	Title:	Consideration of an Annexation Agreement with DuPage Airport Authority and GSI Family Investments of Arizona LLC	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: April 14, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>As a condition of annexing the property to St. Charles, the landowner, DuPage Airport Authority (DAA), and developer GSI Family Investments of Arizona LLC (GSI), are proposing to enter into an Annexation Agreement with the City.</p> <p>Both DAA and GSI are parties to the agreement – DAA is the current owner of the entire 12.25 acre site, and GSI will acquire the western 6 acres (Shown as Lot 1 on the attached Assessment Plat). DAA will retain the remainder of the property (Shown as Lot 2).</p> <p>The Annexation Agreement identifies rights and obligations for all parties in connection with the annexation, development and use of the property. The agreement contains the following terms:</p> <ul style="list-style-type: none"> • Rezoning to M2 Limited Manufacturing District • Final platting of the GSI parcel in conjunction with Pheasant Run Industrial Building A • Owner/Developer responsibility for easements and any utility improvements, with acknowledgement that the City has not planned or provided utility capacity for the site • Acknowledgement of DAA rights under federal law that preempt City regulation of airport use • Stormwater detention design standard to prevent open water that attracts waterfowl (which can be hazardous to airplanes) • Developer reimbursement for City costs • 20-year term per State Statute • Owner agreement not to disconnect <p>The City Attorney has reviewed the draft agreement. The agreement is not finalized, but the terms are not expected to change.</p> <p>Staff has scheduled the required Public Hearing for the Agreement for the City Council meeting on April 21. The Agreement cannot be approved until after the hearing and approval of the Boundary Line Agreement amendment on May 5.</p> <p>Note that an Annexation Agreement requires a 2/3 vote of the Corporate Authorities (Mayor + Council), which is 8 votes, to pass.</p>			
<p>Attachments (please list):</p> <p>Proposed Assessment Plat showing GSI and DAA parcels; Draft Annexation Agreement</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Consideration of an Annexation Agreement with DuPage Airport Authority and GSI Family Investments of Arizona LLC</p>			

**ANNEXATION AGREEMENT BETWEEN
CITY OF ST. CHARLES, DuPAGE AIRPORT AUTHORITY
AND GSI FAMILY INVESTMENTS OF ARIZONA LLC**

THIS AGREEMENT (“*Agreement*”) made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. CHARLES, Illinois, (hereinafter sometimes referred to as the “City”), the DuPAGE AIRPORT AUTHORITY, (the “*DAA*”), and GSI FAMILY INVESTMENTS OF ARIZONA LLC, a Delaware limited liability company (hereinafter referred to as “*GSI*”) (DAA and GSI being hereinafter sometimes collectively referred to as “*Owners*”). The City and the Owners are hereinafter sometimes referred to as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, DAA is the owner of record of certain real estate, comprising approximately 12.251 acres, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof (hereinafter referred to as “*Subject Property*”), and which real estate is simultaneously being disconnected from the City of West Chicago and is contiguous to the corporate limits of the City; and

WHEREAS, GSI is the contract purchaser from DAA of a portion of the Subject Property, depicted on Exhibit A-1, attached hereto and made a part hereof (“*GSI Parcel*”) and grantee from DAA of proposed easements over a portion of the Subject Property appurtenant to the GSI Parcel to provide for the access roads and stormwater detention (“*GSI Easements*”) (collectively the GSI Parcel and the GSI Easements, the “*GSI Property*”); and

WHEREAS, the Subject Property constitutes territory which is contiguous to and may be annexed to the City as provided in Article VII of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes) (the “*Code*”); and

WHEREAS, DAA has heretofore filed a Petition for Annexation pursuant to Section 7-1-8 of the Code, as amended, in accordance with law; and

WHEREAS, the annexation and development of the Subject Property for the uses and purposes provided herein will promote sound planning, will aid in developing the City as a balanced community, and will assist the City in realizing the intent of the Comprehensive Plan of the City; and

WHEREAS, the OWNERS desire to have the Subject Property annexed to the City upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is made and notices have been provided pursuant to the provisions of Section 5-7-1 *et seq.* of the Code, as amended; and

WHEREAS, subject to the terms of this Agreement, the City will extend its zoning, building, health, and other municipal regulations and ordinances over the Subject Property, thereby protecting the City from possible undesirable or in harmonious use and development of unincorporated areas surrounding the City; and

WHEREAS, the Corporate Authorities of the City have considered the annexation of the Subject Property and have determined that the best interest of the City will be met if the Subject Property is annexed to the City; and

WHEREAS, by the favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, a Resolution has heretofore been adopted authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED BY AND BETWEEN THE CITY, DAA and GSI as follows:

1. ANNEXATION AGREEMENT

The provisions set forth in the preamble above are incorporated into and made a part of this Agreement. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1 and the same shall continue for so long as this Agreement is in full force and effect. During the Term of this Agreement, no portion of the Subject Property shall be disconnected from the City without the prior written consent of its Corporate Authorities.

Subject to the terms and conditions of this Agreement, concurrent with the Ordinance authorizing the execution of this Agreement, the City shall pass an Ordinance annexing the Subject Property.

The Plat of Annexation of the Subject Property is attached hereto as Exhibit B. The Plat extends the new boundaries of the City to the far side of any publicly dedicated roadway not already annexed and includes all of every publicly dedicated roadway within the Subject Property so annexed. Keil Road as depicted on the Plat is not a publicly dedicated roadway. Upon adoption of an Ordinance annexing the Subject Property to the City and the execution of this Agreement by all Parties, the City Clerk shall cause a copy of said Ordinance and said Plat to be duly recorded with the DuPage County Recorder, and duly filed with the DuPage County clerk and send Notices of the Annexation, as required by law at the Owners' expense.

Should any person bring a cause of action before any court of competent jurisdiction challenging the City's lawful authority to annex the Subject Property or challenge the method or

procedures by or through which the Parties purported to cause the Subject Property to be annexed to the City, the Parties agree that they shall fully cooperate to defend such cause of action.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Subject Property, the Parties agree to promptly cause the Subject Property to be re-annexed to the City in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property by the City was without lawful authority due to a lack of contiguity, the Parties agree that this Agreement shall thereafter be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the Subject Property become contiguous to the City, if that was the case, the Parties agree to promptly take all necessary steps as may then be allowed by law to perfect the annexation of the Subject Property to the City.

Upon the annexation of the Subject Property, all zoning, subdivision, building and development of the Subject Property shall be undertaken in conformity with the requirements of all applicable City codes, ordinances, rules, regulations and standards generally in force, from time to time, within the City, except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction, or as the same may be specifically modified or waived by the terms of this Agreement. Said applicable municipal zoning, ordinances, codes, regulations or standards shall otherwise be referred to herein as the “*City Zoning Ordinance*” and/or “*City Code*,” as applicable and as amended.

During the term of this Agreement, Owners shall not seek or participate in the disconnection of all or any portion of the Subject Property from the City pursuant to Article 7, Division 3 of the Illinois Municipal Code (65 ILCS 5/7-3-1 *et seq.*), or any similar statutory provision or common law principal with regard to the disconnection of property from the corporate limits of a municipality.

2. ZONING

After passing its Ordinance annexing the Subject Property, the City shall pass an Ordinance Rezoning the Subject Property from the RE-1 Single-Family Estate District to the M-2 Limited Manufacturing District.

3. FINAL PLAT A Final Plat of Subdivision for the GSI Parcel shall be submitted to the City in accordance the requirements of Title 16 of the St. Charles Municipal Code. The Final Plat shall either designate the GSI Parcel as a single platted lot, or combine the GSI parcel with the parcel immediately to the west as a part of a larger combined platted lot. A Final Plat encompassing the GSI Parcel shall be recorded prior to Final Occupancy of any building located on the parcel immediately to the west, known as proposed Pheasant Run Industrial Subdivision Phase 2, Building A.

4. OFFSITE EASEMENTS AND EMINENT DOMAIN

Owners are responsible for obtaining any offsite easements and rights of possession for all Land Improvements (as defined in Title 16 of the St. Charles Municipal Code, as amended) and public utility improvements necessary for the development of the Subject Property in conformity with applicable laws and ordinances. In no event shall the City be required or compelled to exercise the right of eminent domain to secure any such easements.

5. LIMIT ON CITY RESPONSIBILITY FOR UTILITIES

The City has not planned for nor shall be held responsible for its inability to provide capacity, install any utility, or for any loss or damage including consequential damage, or delay in installation, caused by strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond the City's reasonable control including but not limited to the acquisition of easements, Illinois Department of Natural Resources permits or reviews, and Illinois Environmental Protection Agency permits.

6. REQUIREMENTS OF OTHER JURISDICTIONS

It is agreed that the City is not liable or responsible for any restrictions or limitations on the City's obligations under this Agreement that may be required or imposed by any other governmental bodies, entities or agencies having jurisdiction over the Subject Property, including but not limited to, county, state and federal regulatory bodies.

7. UTILITY IMPROVEMENTS

The Owners shall pay for and be responsible for the design, engineering, construction engineering, permits and installation of all offsite and onsite Land Improvements necessary to service the Subject Property being developed, pursuant to Titles 12, 13, 16 and 18 of the St. Charles Municipal Code, and for all Land Improvements related to such unit or phase. The capacity extension of existing City owned electric, water and sewer services, if any, shall be at the sole cost and expense of the Owners.

8. EASEMENTS

An easement or easements over, under and upon that portion of the Subject Property reasonably determined by the City to be necessary of the benefit of the Subject Property for access by emergency vehicles or for access for maintenance, repair, replacement and customary servicing of all electricity lines, sanitary sewer, storm drainage, stormwater detention and retention, and

water main systems, telephone lines, natural gas supply systems, communication facilities and other utilities, including but not limited to the GSI Easements, shall be provided by the Owners at the City's request on a final plat for the GSI Parcel in favor of the City and all of the involved utility and communications companies, now or in the future receiving a City franchise, their respective officers, employees, and agents, together with the location of said utilities as identified on the final engineering plans for the Subject Property. The GSI Easements shall be recorded prior to issuance of an occupancy permit for the building located on the parcel immediately west of the Subject Property (proposed Pheasant Run Industrial Phase 2, Building A).

9. GSI IMPROVEMENTS

GSI shall adhere to measures for the prevention of soil erosion during the development of the GSI Property pursuant to the ordinances of the City, the standards of the Illinois Environmental Protection Agency, and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency, whichever is more restrictive, as determined by the City. An erosion control plan shall be submitted by GSI to the City with the building or final engineering plans for each building, unit or phase, and shall be subject to review and approval of the Director of Community Development. No earth moving or other construction activities shall commence prior to fulfillment of the following conditions: (1) the City's approval of an erosion control plan; (2) the installation of erosion control measures and field approval of those measures (as field modified at the City's discretion) by the City Engineer; and (3) submittal to City of a cash deposit or letter of credit in form and amount and from an institution acceptable to the City Council, in the amount of 115% of the engineer's estimate to level stockpiles, fill unused excavations and restore the black dirt cover and vegetation, and to install erosion control measures - for a period of 2 years; such amount shall be subject to review and approval of the City

Engineer. Upon five (5) days' notice to GSI, the City shall have the right to stop any construction of Land Improvements, buildings and other structures if the City Engineer determines that the erosion control measures shown on the approved erosion control plan and as field modified are not being adequately maintained. GSI agrees that a stop work order may be issued on these grounds against the then owner of the GSI Property on which the violation occurs and will not be lifted until all violations are corrected. GSI agrees that the then-owner shall indemnify and hold harmless the City from any and all losses, claims, expenses and penalties, including attorney's fee, arising out of the City's issuance of a stop work order on these grounds.

10. DAA IMPROVEMENTS

The DAA shall have the right to construct and maintain those improvements located on the DAA Property, including but not limited to roadways that the DAA deems in its sole discretion are useful for or are beneficial with respect to its operation as an airport (the "*DAA Improvements*"). The City by this Agreement recognizes that its right to zone or approve construction or the use of the DAA Improvements is preempted under federal law, solely with respect to all such airport activities located on the DAA Property and conducted by the DAA. The City further recognizes that it has no right to regulate anything on the DAA Property related to air safety, air traffic or noise generated by the DuPage Airport or the operations related to the use of the DAA Property that in any way benefits the DuPage Airport's use as an airport. The City and the DAA also agree that any and all improvements constructed on the Subject Property by the DAA that trigger stormwater permitting shall be designed to the standards of the Kane County stormwater ordinance as adopted in Title 18 of the St. Charles Municipal Code and shall to the extent necessary obtain a permit from the City, not Kane or DuPage County. The Best Management Practice (BMP) Volume Reduction requirement under the Kane County Stormwater Ordinance

shall not be provided through surface storage ponding, but rather the BMP requirement shall be met through alternate methods as listed in the Kane County Stormwater Technical Manual.

11. WETLANDS

Owners shall conform with all requirements of the U.S. Environmental Protection Agency and the Army Corps of Engineers (“COE”) regarding wetlands. The drainage and stormwater management systems for the development of the Subject Property shall be designed to prevent adverse impact upon any wetlands on adjoining property, as determined by the City and COE, to the extent consistent with applicable laws and ordinances. The wetlands delineation and limits shall be approved by the City and COE prior to any earthmoving or construction activities. Per Title 18 of the St. Charles Municipal Code, Wetland Impacts and Mitigation for Isolated Wetlands will require a stormwater permit from Kane County.

12. REIMBURSEMENT

GSI shall reimburse the City for attorneys’ fees, engineering and planning consultants, and City Staff review time incurred by the City in connection with the processing and review of matters pertaining to this Annexation Agreement, including the drafting and negotiation hereof and any ordinances or contracts required to be implemented by the terms hereof. Payment by GSI to the City shall occur within thirty (30) days after receipt by GSI of itemized invoices for such work, and in the event of nonpayment of same within said thirty (30) day period, all obligations of the City under this Agreement shall cease until payment is made in full. Payment by GSI may be made under protest, and GSI shall have the right to challenge the amount of any invoices if made no more than 120 days after invoicing of same.

13. MUTUAL ASSISTANCE

The Parties hereto agree to do all things necessary and appropriate to carry out the terms and conditions of this Agreement and to aid and assist each other in furthering the intent of the Parties as reflected by the terms of this Agreement, including without limitations, the holding of public hearings, enactment by the City of such resolutions and ordinances as are required herein, the execution of permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties to comply with the terms and provisions of this Agreement or to perform their obligations hereunder.

14. OWNERS' WARRANTIES AND REPRESENTATIONS

The Owners represent and warrant to the City as follows:

That DAA is legal title holder of the Subject Property; and

That GSI proposes to develop the GSI Property in the manner contemplated under this Agreement; and

That other than the Owners, no other entity or person has any interest in the Subject Property as herein proposed; and

That the Owners have done all things necessary and convenient and otherwise have fully complied with all applicable Illinois law in the annexation and rezoning of the Subject Property described in this Agreement; and

That this Agreement is binding on and enforceable against the Owners who are signatories to this Agreement according to its terms; and

That the Owners have provided the legal description of the Subject Property set forth in this Agreement and the attached exhibits and that said legal description and exhibits are accurate and correct, to the best of the Owners' knowledge.

15. BINDING EFFECT AND TERM

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective grantees, successors in interest, assignees, lessees, and upon any successor municipal authorities of the CITY and successor municipalities for a period of twenty (20) years from the date of execution hereof.

16. EFFECTIVENESS OF ANNEXATION AGREEMENT AND ORDINANCES

Notwithstanding anything in this Agreement to the contrary, the Parties agree that this Annexation Agreement and the Ordinances enacted by the City, in connection therewith shall not be effective until and unless (i) the City of West Chicago has passed, executed and delivered to the City its Ordinance and Plat disconnecting the Subject Property from the corporate limits of the City of West Chicago; (ii) an executed counterpart of an amendment to the existing Boundary Agreement between the City of West Chicago and the City, providing for the disconnection and annexation of the Subject Property, as provided for herein. In the event any of the above have not been delivered within thirty (30) days after the date hereof, then this Agreement and such Ordinances may be rescinded by the action of the Corporate Authorities, whereupon they shall not be effective and shall be of no further force and effect and shall be null and void.

17. COVENANT RUNNING WITH THE LAND

This Agreement constitutes a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and all of their respective grantees, successors in interest, assignees, and lessees, during the term of this Agreement.

18. HOLD HARMLESS

In the event of any claim (including but not limited to a lawsuit) is made against the City, its officers, other officials, agents and employees or any of them, or if the City, its officers, other officials, agents, employees or any of them, is made a party-defendant in any proceeding arising out of or in connection with the annexation of the Subject Property or the development of any part of the Subject Property, including but not limited to matters pertaining to hazardous materials and other environmental matters, except as may be required by 740 ILCS 35/1 or 765 ILCS 705/1 for the negligent or willfully wrongful acts or omissions of the City, its officers, other officials, agents and employees, Owners shall defend and hold the City and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by the City and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his or her own expense. However, if, in the sole judgment of the indemnified person, the Illinois Rules of Professional Conduct require such indemnified person to be separately defended where there is a conflict of interest, then Owners shall bear such expense. The City and such officers, other officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. The Owners shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse

judgment, without the approval of the City, which approval shall not be unreasonably withheld; and

If the City, in its sole discretion, determines there is or may probably be a conflict of interest between the City and the Owners, on an issue of importance to the City having a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. In the event the City exercises such option, then the Owners shall reimburse the City from time to time on written demand from the President of the City and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees and other expenses of litigation, incurred by the City in connection therewith.

Owners may be entitled to settle all non-monetary claims upon such terms as it may deem appropriate after receiving written approval or written consent of the City.

Owners release from and agree that the City, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees including reasonable attorneys' fees and expenses arising out of or in connection with the City's failure to approve preliminary or final plans, provided, however, Owners do not relinquish their right to receive approval of their final plans, including final plats of subdivision, building and occupancy permits and other permits, approvals and licenses and to such extent Owners retain the right to legal or equitable action against the City for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this Annexation Agreement, provided in no event shall the City or any official, officer, agent or employee be liable for monetary damages or attorneys' fees in connection therewith, and provided further, that if Owners are successful in any such proceedings, then Owners shall not be responsible for the payment of any costs and expenses, including

attorneys' fees, incurred by the City, its officers, other officials, agents and employees as the case may be in such proceedings.

19. MODIFICATIONS

Modifications to this Agreement may be affected by procedures established by law, in force from time to time, such as permit its initial approval. The City and the then owner of record of any portion of the Subject Property, even if not the DAA, may agree (only in writing) to modify this Agreement with respect to such portion of the Subject Property, so long as such modification does not alter the rights or remedies provided herein for any other portion of the Subject Property not owned by such owner of record.

20. ENFORCEMENT

It is agreed that the Parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the Parties to recover a judgment for monetary damages against each other. Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, as provided below, the Party alleged to have failed to perform and performance shall be demanded. No breach of this Agreement shall be deemed to have occurred if diligent efforts to perform have commenced and continue to the satisfaction of the complaining Party within twenty-one (21) days of receipt of such notice.

This Agreement shall be enforceable in any court of competent jurisdiction by either of the Parties, or by any successor or successors in title or interest or by the assigns of the Parties. The Parties agree that any such action must be brought in the Circuit Courts of Kane or DuPage County, Illinois, and that Illinois law will apply thereto.

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

In the event the City institutes legal proceedings against the Owners for violation of this Agreement, and secured a judgment in its favor, or by settlement, the Owners shall pay all expenses of such legal proceedings incurred by the City, including but not limited to, the court costs and reasonable attorney's fees, etc., incurred by the City in connection therewith.

21. RIGHT TO SELL, TRANSFER AND ASSIGN

It is specifically agreed that the OWNERS shall have the right to sell, transfer, lease and assign all or any part of the Subject Property to other persons, firms or corporations for building or development purposes (as well as for occupancy); and that such persons, firms or corporations shall be entitled to the same rights and shall have the same obligations as OWNERS have under this Agreement.

22. NOTIFICATION REGARDING SALE AND AGENCY

Within thirty (30) days after the sale, transfer or assignment of all or any part of the Subject Property or of the assignment of the beneficial interest in a land trust holding title to the Subject Property, OWNERS shall notify the City thereof. This requirement shall not apply to the sale of platted lots to the ultimate occupant thereof for residence purposes but shall apply when there is a sale of more than one lot to any one person.

23. SEVERABILITY

The provisions hereof shall be deemed to be severable; and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision hereof; provided, however, the CITY shall under no circumstances be required to incur any liability or loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision or item is held invalid.

24. JOINT AND SEVERAL LIABILITY

The obligations of those parties herein designated as OWNERS shall be and are joint and several.

25. NOTICE

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested, as follows: (Such notices mailed shall be considered as served on the date of the postmark).

If to DAA:

Executive Director
DuPage Airport Authority
2700 International Drive
West Chicago, IL 60185

With copies via email and certified mail to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

If to GSI:

GSI Family Investments of Arizona LLC
1307 Schiferl Road
Bartlett, IL 60103
Attention: Ron DeRosa and Brian Barrett

With copies via email and certified mail to:

Honigman LLP
321 North Clark Street, Suite 500
Chicago, IL 60606
Attention: Marcia Owens
Email: mowens@honigman.com

If to the CITY:

Mayor
City of St. Charles
2 East Main Street
St. Charles, IL 60174

With copies to:

City Administrator
City of St. Charles
2 East Main Street
St. Charles, IL 60174

and via email and certified mail to:

Nicholas S. Peppers
Storino, Ramello & Durkin
9501 Technology Boulevard, Suite 4200
Rosemont, IL 60018

26. RECORDING

This Agreement may be recorded in the DuPage County Recorder's office by any party to this Agreement. GSI shall pay the recording fee.

27. AMENDMENTS

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless in writing and signed by the parties hereto or their successors or assigns. However, this Agreement may be amended as to any portion of the Subject Property only by an Amendment executed by the City and by the Owners of record, of such portions of the Subject Property.

28. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

29. CONFLICT BETWEEN THE TEXT AND EXHIBITS

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

30. LIABILITY

The Parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the City and the Corporate Authorities of the Owners are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[SIGNATURE PAGES FOLLOW IMMEDIATELY]

Executive Director

Secretary

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, _____ (Title), and
_____, _____ (Title), of _____, an Illinois
Corporation, personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me in person and severally acknowledged that they signed,
sealed and delivered this instrument as their own free and voluntary act and as the free and voluntary
act of _____ for the uses and purposes therein set forth.

Notary Public

BY: _____

Attest: _____

STATE OF _____)
)SS
COUNTY OF _____)

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

1133404.1
47648864.5

CITY OF ST. CHARLES

Mayor Lora A. Vitek

Attest:

City Clerk Nancy Garrison

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Lora A. Vitek, personally known to me to be the Mayor of the City of St. Charles, and Nancy Garrison, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed hereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires on _____.

List of Exhibits

Annexation Agreement:

Exhibit A: Legal Description of Subject Property

Exhibit A-1: GSI Parcel

Exhibit B: Plat of Annexation

EXHIBIT A

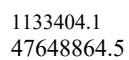
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF LOTS 17, 18, 19, 20, 21 AND 22 IN WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, ALSO KNOWN AS WAYNE ACRES, A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1945 AS DOCUMENT 475538, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 1073.17 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 472.10 FEET; THENCE NORTH 45 DEGREES 32 MINUTES 43 SECONDS EAST, 64.41 FEET TO A POINT ON A LINE 8 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD; THENCE SOUTHERLY ALONG A LINE 8 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD FOR THE NEXT SEVEN COURSES; THENCE SOUTH 01 DEGREES 03 MINUTES 09 SECONDS WEST, 114.99 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 02 SECONDS WEST, 199.34 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 55 SECONDS WEST, 259.41 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 58 SECONDS WEST, 48.38 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 36 SECONDS WEST, 87.29 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 83.03 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 283.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 46 MINUTES 57 SECONDS WEST, 82.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 11 MINUTES 17 SECONDS WEST, 341.75 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 404.95 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

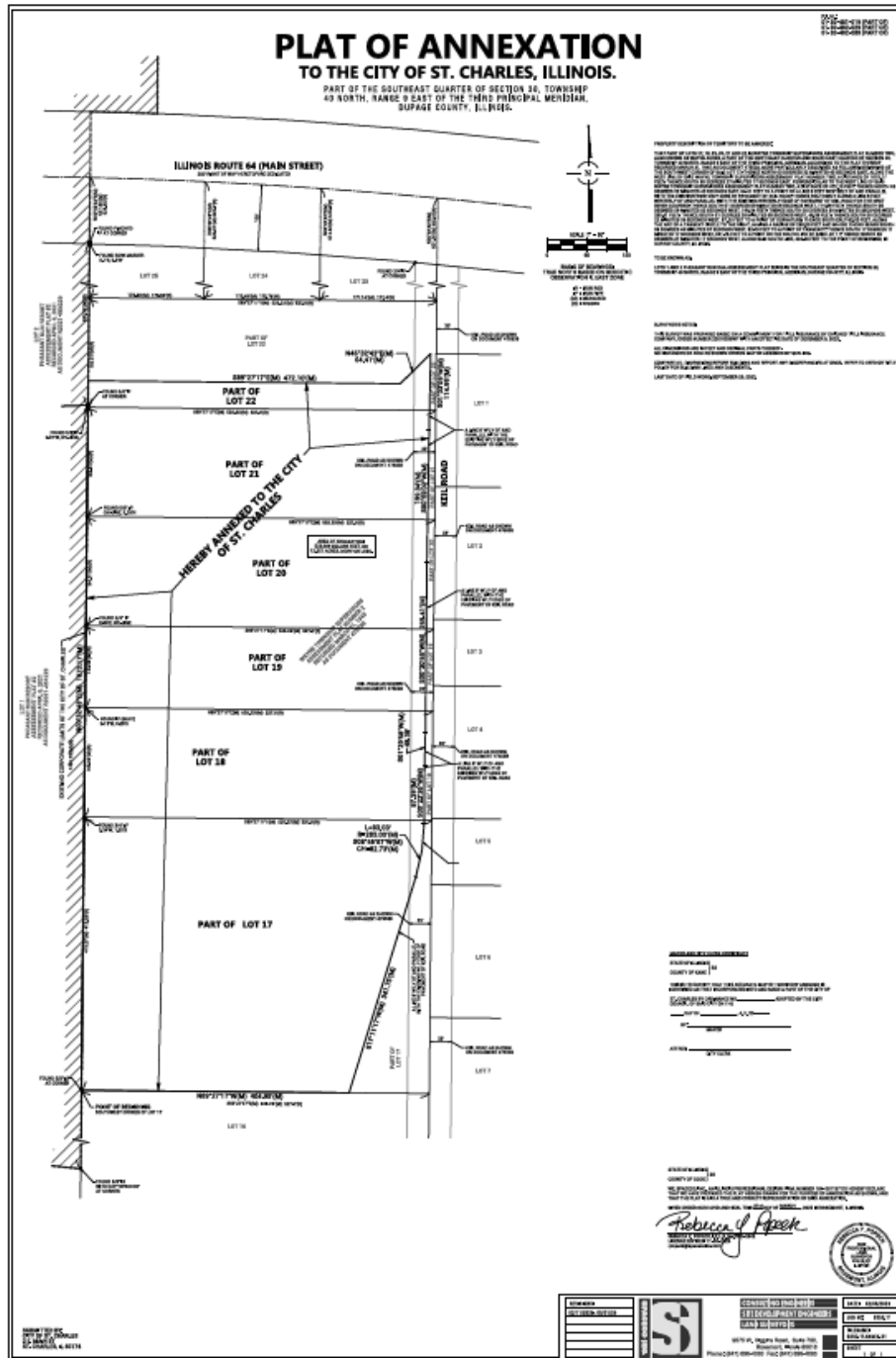
CONTAINING 533,658 SQUARE FEET OR 12.251 ACRES, MORE OR LESS.

EXHIBIT A-1


GSI PROPERTY

GSI PARCEL

PLAT OF ANNEXATION



1133404.1
47648864.5

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a-iii
	Title:	Consideration of a Petition for Annexation for 12.25 acre DuPage Airport Authority property east of Pheasant Run Industrial Park	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: April 14, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): This agenda item is for a recommendation on the Petition for Annexation submitted by the landowner, DuPage Airport Authority. The Annexation recommendation is conditioned on: <ul style="list-style-type: none"> • West Chicago approval of the Boundary Line Agreement Amendment • West Chicago disconnection (deannexation) of the subject property • St. Charles approval of the Boundary Line Agreement Amendment • St. Charles approval of the Annexation Agreement with DuPage Airport Authority and GSI Family Investments Subject to a recommendation from the Committee, staff will notice the Annexation action for the May 5 meeting. Per State Statute, notices will be sent to affected taxing jurisdictions advising them of the City's planned Annexation action.			
Attachments (please list): Petition for annexation, Plat of Annexation			
Recommendation/Suggested Action (briefly explain): Consideration of a Petition for Annexation for 12.25 acre DuPage Airport Authority property east of Pheasant Run Industrial Park			

STATE OF ILLINOIS)
) SS
 COUNTY OF KANE)

BEFORE THE MAYOR AND CITY COUNCIL
 OF THE CITY OF ST. CHARLES, ILLINOIS

PETITION FOR ANNEXATION

The undersigned Petitioners hereby respectfully petition to annex to the City of St. Charles, Kane and DuPage Counties, Illinois, the territory described as follows:

See Exhibit "A" attached hereto and made a part hereof

Commonly know as: SOUTH OF THE SOUTHWEST CORNER OF ILLINOIS ROUTE 64 AND KIEL ROAD, WEST CHICAGO, IL

Parcel Number(s): PART OF 01-30-401-019

And under oath state (s) as follows:

1. Your undersigned Petitioner (s) is (are) the sole owner (s) of record of the territory hereinbefore described, and *have) (has) also executed this Petition as such owner.
2. The territory hereinbefore described is not within the corporate limits of any municipality.
3. The territory hereinbefore described is contiguous to the City of St. Charles, Kane and DuPage Counties, Illinois.
4. There are no electors residing within the territory hereinbefore described.

WHEREFORE, Petitioner(s) respectfully request(s) that the corporate authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, annex the territory hereinbefore described to said City in accordance with the provisions of the Petition and in accordance with law.

The undersigned petitioner(s) and elector(s), being first duly sworn on oath, state(s) that the statements set forth in the petition for annexation above are true and correct.

Dated this 19th day of Feb, 20 25

OWNER(S)

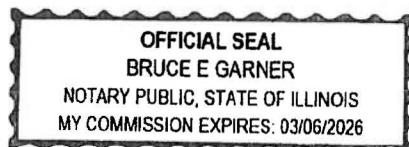
DUPAGE AIRPORT AUTHORITY

Mark K. Dolat
MARK K. DOLAT, EXECUTIVE DIRECTOR

Subscribed and sworn to

Before me this 19th
 Day of Feb, 20 25

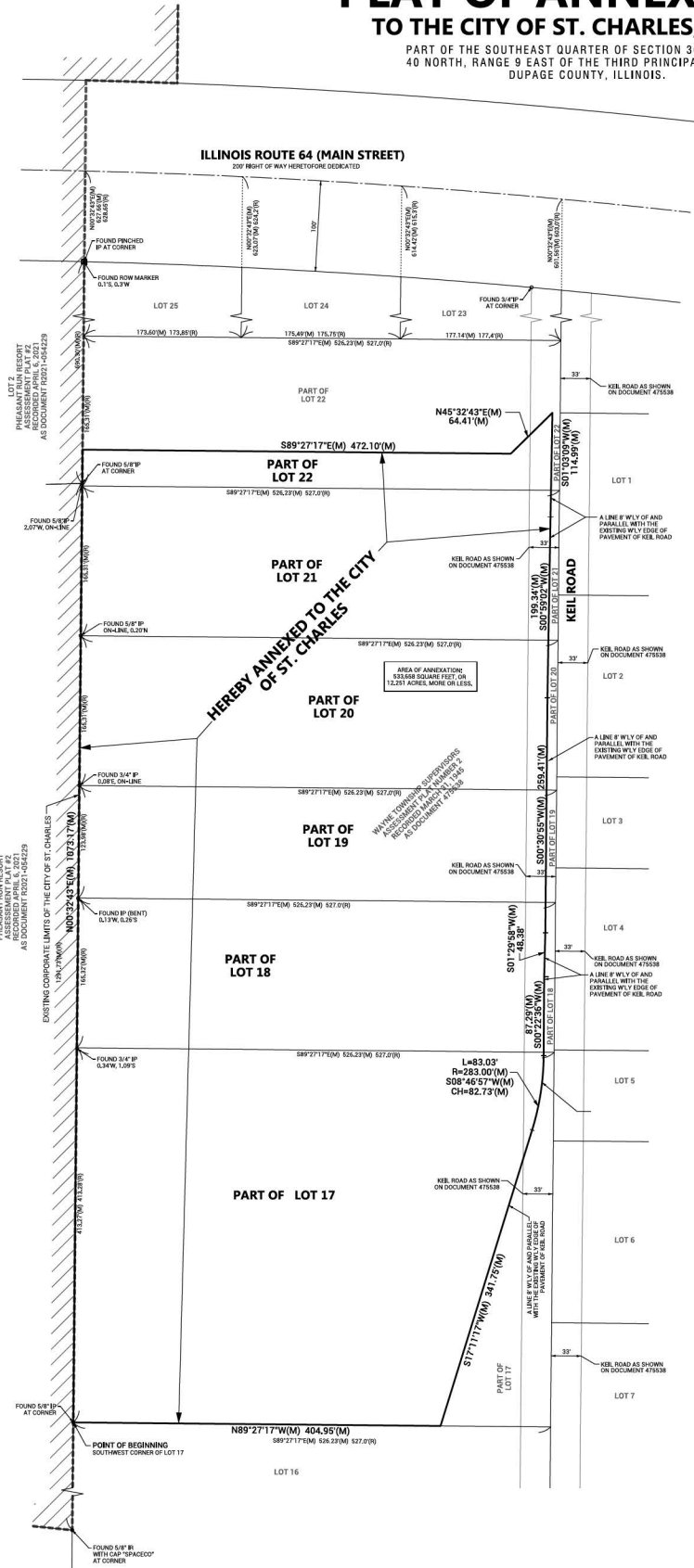
Bruce E. Garner
 Notary Public



PLAT OF ANNEXATION TO THE CITY OF ST. CHARLES, ILLINOIS.

PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP
40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DUPAGE COUNTY, ILLINOIS.

P.L.N.
01-30-401-019 (PART OF)
01-30-402-029 (PART OF)
01-30-403-039 (PART OF)



PROPERTY DESCRIPTION OF TERRITORY TO BE ANNEXED:

THAT PART OF LOTS 17, 18, 19, 20, 21 AND 22 IN TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NUMBER TWO, ALSO KNOWN AS WAYNE ACRES, A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 31, 1948 AS DOCUMENT 475938, MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17 THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, ALONG THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 1073.17 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 472.0 FEET; THENCE NORTH 45 DEGREES 32 MINUTES 43 SECONDS EAST, 64.41 FEET TO A POINT ON A LINE 6 FEET WEST OF AND PARALLEL WITH THE EXISTING WESTERNLY EDGE OF PAVEMENT OF KEIL ROAD FOR THE NEXT SEVEN CORNERS THENCE SOUTH 11 DEGREES 03 MINUTES 00 SECONDS WEST, 114.59 FEET; THENCE SOUTH 02 DEGREES 02 SECONDS WEST, 199.34 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 55 SECONDS WEST, 258.41 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 34 SECONDS WEST, 43.39 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 36 SECONDS WEST, 87.29 FEET TO A POINT OF CURVA LINE; THENCE SOUTHERLY ROAD FEE, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 283.00 FEET AND WHOSE CHORD BEARS SOUTH 88 DEGREES 48 MINUTES 17 SECONDS WEST, 82.73 FEET TO A POINT OF TANGENCY THENCE SOUTH 17 DEGREES 11 MINUTES 17 SECONDS WEST, 34.78 FEET TO A POINT ON THE SOUTHLINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, ALONG SAID SOUTHLINE, 404.95 FEET TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOTS 1 AND 2 PHEASANT RUN DAA ASSESSMENT PLAT BEING IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

SURVEYOR'S NOTES:

THIS SURVEY WAS PREPARED BASED ON A COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER 23010090W, WITH AN EFFECTIVE DATE OF DECEMBER 6, 2023.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINE AND EASEMENTS.

LAST DATE OF FIELD WORK: SEPTEMBER 29, 2023.

MAYOR AND CITY CLERK CERTIFICATE

(STATE OF ILLINOIS)
COUNTY OF KANE) ss

THIS IS TO CERTIFY THAT THIS ACCURATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE CITY OF ST. CHARLES BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE _____ DAY OF _____, A.D. 20____.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

(STATE OF ILLINOIS)
COUNTY OF COOK) ss

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THIS PLAT HEREON DRAWN FOR THE PURPOSE OF ANNEXATION AS SHOWN, AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION.

GIVEN UNDER OUR HAND AND SEAL THIS 21st DAY OF MARCH, 2025 IN ROSEMONT, ILLINOIS.

Rebecca Y. Porock
REBECCA Y. POROCK, LEA, No. 001-0000000-00000000
LICENSE EXPIRES: 11-30-2025
spaceco@spacecoinc.com




REVISIONS:
02/11/2025: 03/01/25



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-0060 Fax: (847) 696-0065

DATE: 02/05/2024
JOB NO.: 9350.11
FILENAME: 9350.11ANNEX-01
SHEET 1 OF 1

SUBMITTED BY:
CITY OF ST. CHARLES
2 E. MAIN ST.
ST. CHARLES, IL 60174

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a-iv
	Title:	Plan Commission recommendation to approve a Zoning Map Amendment, upon Annexation, for Pheasant Run Industrial Park – former Driving Range Property	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee Date: April 14, 2025			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>GSI Family Investments has filed an application for Zoning Map Amendment requesting rezoning of 12.25-acres of the former Pheasant Run Driving Range property. The property is proposed for annexation to St. Charles. The default zoning upon annexation is RE-1 Single-Family Estate. Requested zoning is M-2 Limited Manufacturing.</p> <p>The property will be used for improvements in connection with the adjacent Pheasant Run Industrial Park, specifically stormwater detention and two access drive connections to Keil Road. The requested M-2 zoning is consistent with the Pheasant Run Industrial Park zoning.</p> <p>Plan Commission held a public hearing on 4/8/25 and recommended approval by a vote of 6-0. There was no public comment. One public comment letter was received and is attached to the packet.</p> <p>If approved, the rezoning would go into effect upon annexation of the property.</p>			
Attachments (please list): Plan Commission Resolution, Staff Report, Application, public comment letter			
Recommendation/Suggested Action (briefly explain): Plan Commission recommendation to approve a Zoning Map Amendment, upon Annexation, for Pheasant Run Industrial Park – former Driving Range Property.			

City of St. Charles, Illinois
Plan Commission Resolution No. 2-2025

**A Resolution Recommending Approval of a Zoning Map Amendment for
Pheasant Run Industrial Park-Driving Range Property (GSI Family
Investments of Arizona LLC)**

Passed by Plan Commission on April 8, 2025

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for Zoning Map Amendments; and,

WHEREAS, the Plan Commission has held a public hearing and has reviewed the petition for Zoning Map Amendment for Pheasant Run Industrial Park-Driving Range Property (GSI Family Investments of Arizona LLC); and,

WHEREAS, in accordance with Section 17.04.320.D, the Plan Commission has considered the following findings for Zoning Map Amendment:

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

The property is immediately adjacent to the Pheasant Run Industrial Park, which is zoned M-2. The property is being rezoned in order to provide an additional method of access to the Pheasant Run Industrial Park from Keil Road and to provide stormwater detention for such improvements. The property is also surrounded by property owned by DuPage Airport Authority.

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

The existing zoning classification is not appropriate for the location of the property. Since it is being annexed, it will automatically be zoned RE-1, the most restrictive zoning. The property is located in an industrial area and the zoning should be consistent with the area in which the property is located.

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

The existing zoning is out of character for the surrounding property and, therefore, does not promote the best interest of the public.

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

The property is not suitable for a residential zoning classification. There is no residential use in the immediate area.

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

The property is being concurrently annexed into St. Charles, but has been vacant and used as a driving range for more than a decade.

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

The use of this parcel for additional driveways into the Pheasant Run Industrial Park has been contemplated since the inception of the Industrial Park. This will allow additional access and traffic to access the Industrial Park.

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

The proposed amendment is consistent with the City's Comprehensive Plan, as it is consistent with the original approval for the Pheasant Run Industrial Park.

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

The amendment assigns the proper zoning to the Property upon annexation.

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

The proposed amendment does not create nonconformities.

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

The property conforms with the trend in development, as it provides driveways into the newly constructed Pheasant Run Industrial Park.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of a Zoning Map Amendment from RE-1 Single Family Estate District to M-2 Limited Manufacturing District for Pheasant Run Industrial Park-Driving Range Property (GSI Family Investments of Arizona LLC), upon annexation to the City of St. Charles, IL.

Roll Call Vote:

Ayes: Moad, Lawson, Wiese, Ewoldt, Fitzgerald, Vargulich

Nays: None

Absent: Funke, Rosenberg, Gruber

Motion carried: 6-0

Resolution No. 2-2025
Page 3

PASSED, this 8th day of April 2025.

Chairman
St. Charles Plan Commission



Staff Report
Plan Commission Meeting – April 8, 2025

Applicant:	GSI Family Investments of Arizona, LLC
Property Owner:	DuPage Airport Authority
Location:	West of Keil Road, north of Tower Road
Purpose:	Rezone 12.25 acres to M-2 upon annexation
Application:	Zoning Map Amendment
Public Hearing:	Yes
Zoning:	Current: City of West Chicago A- Airport District Proposed: City of St. Charles M-2 Limited Manufacturing
Current Land Use:	Airport- open space
Comprehensive Plan:	N/A

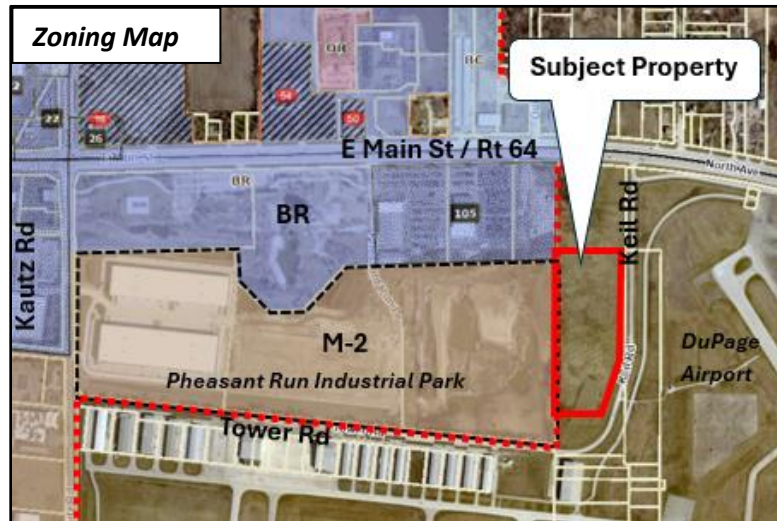
Pheasant Run Driving Range Property



Subject Property

Summary of Proposal:	<p>The subject property is a portion of the former Pheasant Run Resort Driving Range. The property is located in the City of West Chicago and is owned by the DuPage Airport Authority. A Petition for Annexation has been submitted requesting the property be annexed into St. Charles to proceed with development improvements in connection with the adjacent Pheasant Run Industrial Park, specifically stormwater detention and access drive connections to Keil Road. The default zoning upon annexation is RE-1 Single-Family Estate. The proposed M-2 zoning would go into effect upon annexation of the property; City Council action on the annexation is expected in May.</p>
Info / Procedure on Application:	<p>Zoning Map Amendment:</p> <ul style="list-style-type: none"> • Revision to the zoning map to change the zoning district of a specific property. • Public hearing is required, with a mailed notice to surrounding property owners. • All findings need not be in the affirmative to recommend approval – recommendation based on the preponderance of evidence.
Suggested Action:	<p>Conduct the public hearing and close if all testimony has been taken.</p> <p>The Plan Commission may vote on this item should the Commission feel that they have enough information to make a recommendation.</p> <p>The applicant has provided responses to the Findings of Fact for Map Amendment for the Commission's consideration.</p>
Staff Contact:	Ellen Johnson, Planner II

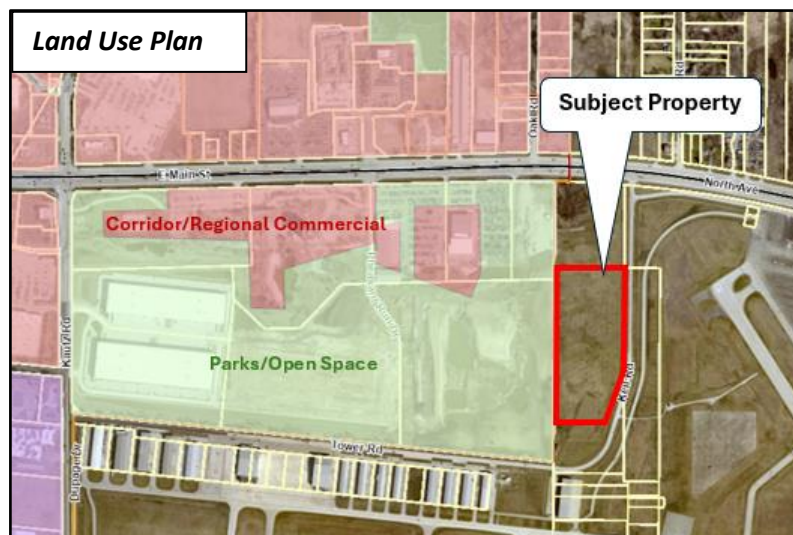
	Zoning	Land Use
Subject Property	A- Airport District- City of West Chicago	Airport/open space
North	A- Airport District- City of West Chicago	Airport/open space
East	A- Airport District- City of West Chicago	Airport/open space
South	A- Airport District- City of West Chicago	Airport/open space
West	M-2 Limited Manufacturing	Pheasant Run Industrial Park



C. Comprehensive Plan

The subject property was not included in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. At that time, Pheasant Run Resort was still in operation and future redevelopment of the area was not yet planned. As such, the Parks/Open Space designation does not reflect the Industrial/Business Park land use which was subsequently approved with the Pheasant Run Industrial Park.

The proposed Industrial/Business Park land use is compatible with adjacent land uses, including the adjacent industrial park and DuPage Airport to the north, south and east.

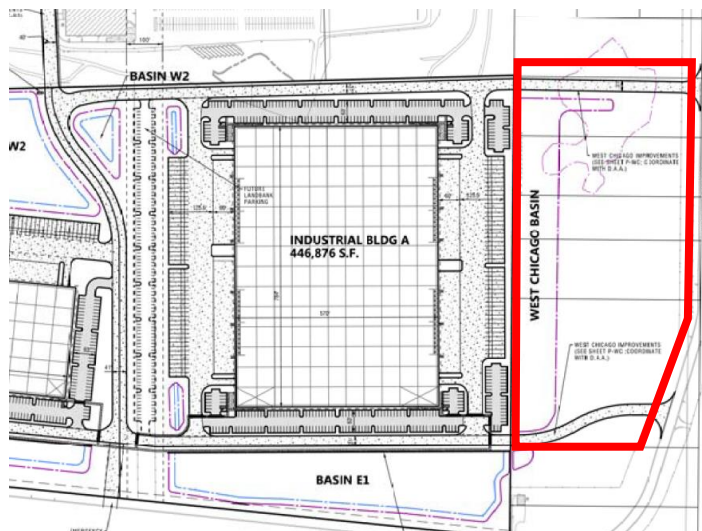


II. PROPOSAL

GSI Family Investments of Arizona, LLC, developer of the Pheasant Run Industrial Park, has filed an application for Zoning Map Amendment requesting rezoning of the 12.25-acre subject property upon annexation to St. Charles. DuPage Airport Authority has also signed the application as property owner.

The pending annexation of the subject property and rezoning to M-2 will facilitate improvements planned in connection with Pheasant Run Industrial Park, as shown on the plan excerpt below, including:

- Stormwater detention basin on the western portion of the subject property.
- Two access drives connecting the Industrial Park to Keil Road.



A Final Plat of Subdivision and associated Final Engineering plans for Phase 2 of Pheasant Run Industrial Subdivision is currently under review by the City. The applicant has indicated that the Phase 2 Plat and plans will be modified to incorporate the subject property and planned stormwater and access drive improvements. Plan Commission review of the Final Plat for Phase 2 is expected to occur in the coming months.

III. PLANNING ANALYSIS

A. Proposed Zoning

Per City Code, property annexed into the City of St. Charles is automatically zoned RE-1 Single-Family Estate District, which is the most restrictive zoning designation. This zoning is not appropriate for the intended land use of the subject property.

Proposed zoning of the property is M-2 Limited Manufacturing. If approved, this zoning would go into effect upon City Council approval of the submitted Petition for Annexation. The purpose of the M-2 District is provided in Ch. 17.16 as follows:

To accommodate a wide range of manufacturing, assembly, processing, warehousing and office/research activities, both as individual users and in a business park setting. New development and redevelopment in this District shall focus on providing sufficient setbacks, and adequate landscaping and buffering from adjacent nonindustrial uses and

public rights-of-way. Outdoor storage and loading, and other outdoor activities, shall be adequately screened.

The proposed M-2 zoning is consistent with the adjacent Pheasant Run Industrial Park zoning designation.

The applicant has provided Findings of Fact as part of the Map Amendment application.

B. Proposed Use

Proposed use of the property as part of the Pheasant Run Industrial Park improvements, specifically for stormwater detention and access drives, is consistent with the proposed M-2 zoning.

The Traffic Impact Analysis prepared in connection with the Pheasant Run Industrial Park included the two drive connections to Keil Road. Traffic impacts to the surrounding roadway network were analyzed based on all three contemplated access points: Pheasant Run Drive at Rt 64, Kautz Road, and Keil Road. Keil Road is a private road owned by the DuPage Airport Authority. It is not part of the property to be annexed and rezoned; it will continue to be located in West Chicago.

IV. OPTIONS FOR PLAN COMMISSION ACTION

1. Public Hearing – Close or Continue

If the Plan Commission feels they have adequate information the public hearing may be closed. The public hearing may be continued if additional information is deemed necessary to provide a recommendation.

If Public Hearing is closed-

2. Make a Recommendation to Planning & Development Committee

There are 10 Findings of Fact for Zoning Map Amendment. All findings need not be made in the affirmative to recommend approval. Recommendation shall be based on the preponderance of evidence. The Findings are as follows:

1. The existing uses and zoning of nearby property.
2. The extent to which property values are diminished by the existing zoning restrictions.
3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.
4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification.
5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.
6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district.
7. The consistency of the proposed amendment with the City's Comprehensive Plan.
8. Whether the proposed amendment corrects an error or omission in the Zoning Map.
9. The extent to which the proposed amendment creates nonconformities.

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

The applicant has provided responses to the Findings of Fact (attached).

a. **Recommend approval** of the application for Zoning Map Amendment.

- Staff does not have any outstanding comments; the recommendation does not need to include a condition regarding resolution of staff comments.

OR

b. **Recommend denial** of the application for Zoning Map Amendment.

- Plan Commission must substantiate how certain findings are not being met in order to recommend denial.

V. ATTACHMENTS

- Application for Zoning Map Amendment; received 3/21/25

City of St. Charles
Community Development Division
2 E. Main Street
St. Charles, IL 60174



Phone: (630) 377-4443
Email: cd@stcharlesil.gov

ZONING MAP AMENDMENT APPLICATION

For City Use	
Project Name:	<u>Pheasant Run - Driving Range Annexation</u>
Project Number:	<u>2025 -PR- 002</u>
Cityview Project Number:	<u>PLMA202500084</u>

Received Date
RECEIVED
MAR 21 2025
City of St. Charles Community Development

- File this application to request a zoning map amendment (rezoning) for a property.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.

1. Property Information:	Location: 4051 E. MAIN STREET, ST. CHARLES, I	
	Parcel Number (s): PART OF 01-30-401-019	
2. Applicant Information:	Name: GSI FAMILY INVESTMENTS OF ARIZONA LLC	Phone: 630-580-0344
	Address 1307 SCHIFERL ROAD BARTLETT, IL 60103	Email: PAT@GSIFAMILY.COM
3. Record Owner Information:	Name: DUPAGE AIRPORT AUTHORITY	Phone: 630-208-6173
	Address: 2700 INTERNATIONAL DRIVE WEST CHICAGO, IL 60185	Email: MDOLES@DUPAGEAIRPORT.G

4. Zoning & Use Information:

Current zoning of the property: RE-1 Single-Family Estate District

Current use of the property: VACANT DRIVING RANGE

Comprehensive Plan land use designation of the property: N/A

Is the property a designated Landmark or in a Historic District? No

Proposed zoning of the property: M-2 Limited Manufacturing District

Proposed use of the property: STORMWATER DETENTION AND DRIVEWAYS

If the proposed Map Amendment is approved, what improvements or construction are planned?

The proposed improvements consist of the construction of driveways that will serve the Pheasant Run Industrial Park and related stormwater detention.

5. Required Attachments:

If multiple zoning or subdivision applications will be submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

Provide 1 copy of each required item, unless otherwise noted.



APPLICATION FEE: \$500



REIMBURSEMENT OF FEES AGREEMENT: An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.



REIMBURSEMENT OF FEES INITIAL DEPOSIT: Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$2,000	\$3,000	\$4,000	\$5,000
2 or 3	\$3,000	\$5,000	\$6,000	\$8,000
4 or more	\$4,000	\$6,000	\$8,000	\$11,000



PROOF OF OWNERSHIP: a) A current title policy report; or
b) A deed and a current title search

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.



OWNERSHIP DISCLOSURE: Use the appropriate disclosure form (attached), if the owner or applicant is a Partnership, Corporation, Trust, or LLC.

- ☒ **LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.
- ☒ **LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.
- ☒ **PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- ☒ **SITE PLAN:** A site plan drawn to scale to demonstrate that the property can meet the minimum requirements of the proposed zoning district (including setbacks, landscaping, parking, etc.).
- ☒ **FINDINGS OF FACT:** Fill out the attached form.
- ☒ **ZONING COMPLIANCE TABLE:** Fill out the attached worksheet to compare the requirements of the proposed Zoning District with the existing/proposed development. Use the Residential table for residential zoning and the Nonresidential table for nonresidential zoning.
- ☒ **LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html
- ☒ **SOIL AND WATER CONSERVATION DISTRICT NATURAL RESOURCES INVENTORY APPLICATION:** As required by State law, submit a Natural Resources Inventory (NRI) application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed NRI application to the City. The NRI application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/kd/natural-resource-inventory>
- ☒ **ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- ☒ **KANE COUNTY TRANSPORTATION IMPACT FEE:** The Kane County Road Improvement Impact Fee Ordinance applies to new residential and non-residential development within Kane County. The impact fee is determined by Kane County upon submittal of an application to Kane County Department of Transportation at the time of building permit. At this stage, the Impact Fee Estimator Tool can be used to estimate the cost of the fee: <http://kdot.countyofkane.org/Pages/Impact-Fees.aspx>

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

DUPAGE AIRPORT AUTHORITY

BY: 

3/20/25

Record Owner

Date

GSI FAMILY INVESTMENTS OF ARIZONA LLC

BY: _____

Applicant or Authorized Agent

Date

- ☒ **LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.
- ☒ **LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.
- ☒ **PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- ☒ **SITE PLAN:** A site plan drawn to scale to demonstrate that the property can meet the minimum requirements of the proposed zoning district (including setbacks, landscaping, parking, etc.).
- ☒ **FINDINGS OF FACT:** Fill out the attached form.
- ☒ **ZONING COMPLIANCE TABLE:** Fill out the attached worksheet to compare the requirements of the proposed Zoning District with the existing/proposed development. Use the Residential table for residential zoning and the Nonresidential table for nonresidential zoning.
- ☒ **LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html
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- ☒ **ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- ☒ **KANE COUNTY TRANSPORTATION IMPACT FEE:** The Kane County Road Improvement Impact Fee Ordinance applies to new residential and non-residential development within Kane County. The impact fee is determined by Kane County upon submittal of an application to Kane County Department of Transportation at the time of building permit. At this stage, the Impact Fee Estimator Tool can be used to estimate the cost of the fee: <http://kdor.countyofkane.org/Pages/Impact-Fees.aspx>

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

DUPAGE AIRPORT AUTHORITY

BY:

Record Owner
GSI FAMILY INVESTMENTS OF ARIZONA LLC

Date

BY:

Applicant or Authorized Agent

Date

3-20-25

**OWNERSHIP DISCLOSURE FORM
LIMITED LIABILITY COMPANY (L.L.C.)**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, EDUARDO GRECO, being first duly sworn on oath depose and say that I am
Manager of OSI FAMILY INVESTMENTS OF ARIZONA LLC, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

EDUARDO E. GRECO

GINA CUSUMANO

PASQUALE GRECO

PASQUALE GRECO

ROBERTO GRECO

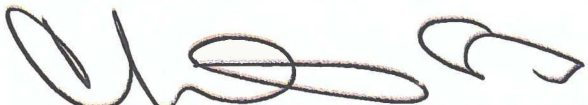
EDUARDO GRECO

GIAN GRECO

FRANCESCA GRECO-JAFFE

By: EDUARDO GRECO, Manager


Subscribed and Sworn before me this 20th day of
March, 2025.



Notary Public




**OWNERSHIP DISCLOSURE FORM
GOVERNMENTAL ENTITY**

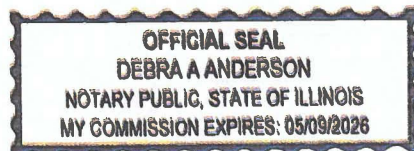
State of Illinois)
) SS.
DuPage County)

I, Phillip A. Luetkehans, being first duly sworn on oath depose and say that I am General Counsel to the DuPage Airport Authority, an Illinois Special District.

By: 
General Counsel

Subscribed and Sworn before me
this 31st day of May, 2024.


Notary Public



FINDINGS OF FACT – MAP AMENDMENT -- SEE ATTACHED PAGES

The St. Charles Zoning Ordinance requires the Plan Commission to consider factors listed below in making a recommendation to the City Council.

As an applicant, the "burden of proof" is on you to show why the proposed zoning is more appropriate than the existing zoning. Therefore, you need to "make your case" by explaining how the following factors support your proposal. If a factor does not apply to the property in question, indicate "not applicable" and explain why it does not apply.

Project Name or Address: DUPAGE AIRPORT AUTHORITY

From the St. Charles Zoning Ordinance, Section 17.04.320.D:

In making its recommendation to grant or deny an application for a Zoning Map Amendment, including changes to Zoning District and Overlay boundaries, the Plan Commission shall consider:

- 1. The existing uses and zoning of nearby property. *(Relate the proposed land use and zoning to the land use and zoning of other properties in the area)***

- 2. The extent to which property values are diminished by the existing zoning restrictions. *(Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.)***

- 3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public. *(If the existing zoning decreases the value of the subject realty, does it also produce any perceptible public benefits?)***

4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification. *(Can the subject property reasonably be used for any of the uses currently permitted? Physical and market conditions may be considered.)*

5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located. *(If a property has been vacant longer than other similar properties in the area, it may be an indicator that the existing zoning is inappropriate.)*

6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district. *(Development trends, market forces, and the Comprehensive Plan may be considered.)*

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

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

9. The extent to which the proposed amendment creates nonconformities. *(Generally it is not appropriate to rezone a property unless it can comply with the requirements of the new zoning.)*

--

10. The trend of development, if any, in the general area of the property in question. *(New development, redevelopment, changes in use, or other changes in the area may help to justify a change in zoning.)*

--

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

ATTACHMENT TO
ZONING MAP AMENDMENT APPLICATION
KEIL ROAD—DRIVING RANGE
FINDINGS OF FACT

1. *The existing uses and zoning of nearby property.*

The property is immediately adjacent to the Pheasant Run Industrial Park, which is zoned M-2. The property is being rezoned in order to provide an additional method of access to the Pheasant Run Industrial Park from Keil Road and to provide stormwater detention for such improvements. The property is also surrounded by property owned by DuPage Airport Authority.

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

The existing zoning classification is not appropriate for the location of the property. Since it is being annexed, it automatically is zoned RE-1, the most restrictive zoning. The property is located in an industrial area and the zoning should be consistent with the area in which the property is located.

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

The existing zoning is out of character for the surrounding property and, therefore, does not promote the best interest of the public.

4. *The suitability of the property for the purposes for which it is presently zoned.*

The property is not suitable for a residential zoning classification. There is no residential use in the immediate area.

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

The property is being concurrently annexed into St. Charles, but has been vacant and used as a driving range for more than a decade.

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

The use of this parcel for additional driveways into the Pheasant Run Industrial Park has been contemplated since the inception of the Industrial Park. This will allow additional access and traffic to access the Industrial Park.

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

The proposed amendment is consistent with the City's Comprehensive Plan, as it is consistent with the original approval for the Pheasant Run Industrial Park.

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

The amendment assigns the proper zoning to the Property upon annexation.

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

The proposed amendment does not create nonconformities.

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

The property conforms with the trend in development, as it provides driveways into the newly constructed Pheasant Run Industrial Park.

ANNEXATION TO THE CITY OF ST. CHARLES/DISCONNECTION FROM THE VILLAGE OF WEST CHICAGO

THAT PART OF LOTS 17, 18, 19, 20, 21 AND 22 IN WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, ALSO KNOWN AS WAYNE ACRES, A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1945 AS DOCUMENT 475538, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 1073.17 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER TWO, A DISTANCE OF 472.10 FEET; THENCE NORTH 45 DEGREES 32 MINUTES 43 SECONDS EAST, 64.41 FEET TO A POINT ON A LINE 8 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD; THENCE SOUTHERLY ALONG A LINE 8 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD FOR THE NEXT SEVEN COURSES; THENCE SOUTH 01 DEGREES 03 MINUTES 09 SECONDS WEST, 114.99 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 02 SECONDS WEST, 199.34 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 55 SECONDS WEST, 259.41 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 58 SECONDS WEST, 48.38 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 36 SECONDS WEST, 87.29 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 83.03 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 283.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 46 MINUTES 57 SECONDS WEST, 82.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 11 MINUTES 17 SECONDS WEST, 341.75 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 404.95 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 533,658 SQUARE FEET OR 12.251 ACRES, MORE OR LESS.

4/5/25

Dear St. Charles Planning Commission,

It is understood that there has been a proposal to put in a road and retention pond onto the property that is between the former Pheasant Run golf course and Keil Road. I'm sure it is all set to happen, but I'm hoping you will take into consideration a few key thoughts.

The water retention ponds that have already been built by the newly developed warehouses on the former Pheasant Run golf course are moat-like troughs. These may hold water, but serve little for the area environment. This style of retention pond has steep and deep embankments that are very long and quite narrow. They have easily accumulated trash that is difficult to remove. In the short time they have been there, the water is polluted and toxic looking. This style of retention pond also does not aid nearby wildlife in a safe manner and can be a hazard to any children who may be adventurous or inquisitive. Steep and deep embankments are difficult to climb out of. Currently, there is natural ponding that is forming on the vacant land in question. If what is naturally forming could be enhanced instead of being replaced by a moat-like structure it would help to transition the area into a safe and functioning ecosystem. There is a wide variety of wildlife that uses the natural ponding. Foxes, ducks, geese, coyote, killdeer, deer, and sandhill cranes are a few of the species that have been observed on this property. It would be a shame to lose that complexity.


In addition to the type of retention pond on the property, a consideration of a natural prairie restoration of those acres would be a benefit to the St. Charles area. Native grasses and plants have been shown to capture a huge amount of carbon. That would be a benefit to all the CO2 that is currently being emitted by the aircraft and by the large uptick in truck and car traffic that will be coming from the newly developed Pheasant Run property. Companies such as Resource Environmental Solutions (REC) in Huntley, IL and the Conservation Foundation in Naperville can be of value to such a project.

A last thought for the area in regards to the proposed road. Within the last 10 years, there has been a huge amount of added light pollution in this area. The widening of route 64 with its addition of street lighting and the added lights from the car dealerships has created so much light that the night sky is barely visible. Many recent studies show the negative effects of such light pollution on people (heart disease, etc.), wildlife (nocturnal animals), bird populations (migration). Can there be placed onto the construction of the road a restriction on the amount of additional lighting and type of lighting there can be? Many communities have done this in order to limit the effects of light pollution and haven't had any adverse reactions to less street lighting.

Please take some time to consider these thoughts before moving forward with the standard procedures.

Sincerely,

Carole Ferrill

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b-i																
	Title:	2024 St. Charles Housing Affordability Analysis & 2025 Inclusionary Housing Fee																	
	Presenter:	Ellen Johnson, Planner II Russell Colby, Community Development Director																	
Meeting: Planning & Development Committee		Date: April 14, 2025																	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>																
TIF District: None																			
Executive Summary (if not budgeted, please explain): <p>The St. Charles Housing Affordability Analysis is prepared by staff on an annual basis to inform City decisions regarding housing policies and programs and to track the City's standing with respect to the State of Illinois Affordable Housing Planning & Appeals Act, which requires communities to have a housing stock that is at least 10% affordable. The information is also used to inform the City's decisions regarding our local affordable housing requirements and programs.</p> <p>"Affordable housing" is defined as housing that has a sales price or rental amount that is within the means of a household with an income at or below 80% Area Median Income for owner-occupied units and at or below 60% Area Median Income for rental units. To be considered affordable, housing costs cannot exceed 30% of a household's annual income.</p> <p>Affordability Findings</p> <table border="1"> <thead> <tr> <th></th> <th>2024</th> <th>2023</th> <th>Commentary</th> </tr> </thead> <tbody> <tr> <td>All Housing Stock</td> <td>8.3%</td> <td>12.9%</td> <td>These findings mark the lowest affordability findings since the analysis was first completed 15 years ago. It is also the first time the analysis places St. Charles under the 10% affordable threshold required under the State Affordable Housing Planning & Appeals Act.</td> </tr> <tr> <td>Ownership Affordability</td> <td>6.6%</td> <td>13.2%</td> <td>Decrease was due to a 12% increase in home values coupled with only a 1.6% increase in Area Median Income. The rise in home values reflects housing market trends seen nationwide.</td> </tr> <tr> <td>Rental Affordability</td> <td>11.6%</td> <td>12.2%</td> <td>Rental rates remained mostly constant from last year, however the decrease in percentage affordable was due to the addition of 464 new market-rate units in 2024.</td> </tr> </tbody> </table> <p>Despite this year's findings, St. Charles remains an "exempt local government" under the State Act. This is based on the most recent (2023) State finding for St. Charles of 17.2% affordable, which remains in place until the next State report is released in 2028.</p> <p>Staff Commentary</p> <p>Housing Affordability in St. Charles is expected to continue to be a challenge based on current housing market trends characterized by low supply and rising prices. On the rental side, continued construction of planned market-rate units is expected to further reduce the affordable rental share, however added market-rate units are not necessarily a negative as they can also help moderate local demand and rental rate escalation. St. Charles continues to be a desirable community and it is expected that housing affordability will continue to be impacted. Although some development land remains available, prospects of adding new supply of single-family</p>					2024	2023	Commentary	All Housing Stock	8.3%	12.9%	These findings mark the lowest affordability findings since the analysis was first completed 15 years ago. It is also the first time the analysis places St. Charles under the 10% affordable threshold required under the State Affordable Housing Planning & Appeals Act.	Ownership Affordability	6.6%	13.2%	Decrease was due to a 12% increase in home values coupled with only a 1.6% increase in Area Median Income. The rise in home values reflects housing market trends seen nationwide.	Rental Affordability	11.6%	12.2%	Rental rates remained mostly constant from last year, however the decrease in percentage affordable was due to the addition of 464 new market-rate units in 2024.
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homes within our current corporate limits in limited, and many of the remaining sites have development challenges or complications.

Historically, the City has supported affordable housing initiatives as a matter of policy, regardless of the State requirement. Staff believes that it will continue to be in the City's interest to be proactive with affordable housing policy going forward. The City has generally been willing to accept fee-in-lieu payments from housing developers, as opposed to requiring construction of affordable units within market-rate projects.

Last year, Committee members expressed a preference for requiring developers provide affordable units rather than accepting fee-in-lieu payments. Over the past year, staff has communicated this preference to developers pursuing projects in St. Charles. The Committee has also made this position clear during review of residential concept plans over the past year.

Future use of the Housing Trust Fund, into which developer fee-in-lieu contributions are placed, will be discussed under the next agenda item.

2025 Inclusionary Housing Fee

No changes are recommended to the Inclusionary Housing fee-in-lieu amount (see attached memo). The fee calculation is based on various downpayment percentages for an affordable home per the affordable home price as determined by the State in their 5-year Statewide Local Government Affordability Report. The fees were updated last year based on the 2023 Report. It was expected that the fees would remain as-is until the next State report (expected in 2028).

Note: Staff is planning to present an assessment of development impact fees in the next fiscal year, and as part of that analysis, this fee amount will be considered in context of other impact fees.

Attachments (please list):

2024 St. Charles Housing Affordability Analysis; Inclusionary Housing Fee Memo

Recommendation/Suggested Action (briefly explain):

Provide any comments or questions. Information Only – No action needed

2024 St. Charles Housing Affordability Analysis

March 2025

I. BACKGROUND & PURPOSE

City staff has performed an analysis of St. Charles' housing stock beginning in 2009 and in most years thereafter for two primary reasons:

1. To provide the Housing Commission and City Council with an assessment of the state of housing affordability in the community and to track basic housing market indicators to inform decisions regarding housing policies and programs. (This includes periodic adjustments to the Inclusionary Housing Ordinance requirements, such as setting the yearly fee-in-lieu requirement for new development.)
2. To track the City's standing with respect to the State of Illinois' Affordable Housing Planning & Appeals Act (AHPAA).

Affordable Housing Planning & Appeals Act (AHPAA)

Every five years, Illinois Housing Development Authority (IHDA) releases a list of each community's affordable housing share. This report is used by IHDA to determine a community's standing with respect to the Affordable Housing Planning & Appeals Act. Per the law:

- "Non-Exempt Local Governments" have less than 10% of the local housing stock that is considered affordable. These communities must adopt an Affordable Housing Plan and may be subject to developer appeals to the State Housing Appeals Board.
- "Exempt Local Governments" have more than 10% of the local housing stock that is considered affordable. These municipalities do not need to adopt an Affordable Housing Plan and would not be subject to developer appeals.

Affordable Housing Definition

For the purposes of this report and consistent with the City's Inclusionary Housing Ordinance and AHPAA, "affordable housing" is defined as housing that has a sales price or rental amount that is within the means of a household with an income at or below 80% of the Area Median Income (AMI) for owner-occupied units and at or below 60% AMI for rental units, based on household size. To be considered affordable, housing costs cannot exceed 30% of gross annual household income.

Summary of Findings 2009-2024

Table 1 lists staff's findings of St. Charles' affordable housing share since 2009. This is the percentage of rental and owner-occupied housing units within City limits that are considered affordable. The method used to calculate the affordable housing share is discussed further in Section II.

Table 2 lists IHDA's findings of St. Charles' affordable housing share. IHDA's most recent report, released in December 2023, found St. Charles' affordable housing stock to again be around 17% of total units. St. Charles remains an Exempt Local Government under AHPAA because its affordable housing share is over 10%. The next update is expected in 2028.

Table 1 – Staff

Staff's Finding – St. Charles' Affordable Housing Share ¹	
2009*	16.3%
2010*	16.6%
2011*	18%
2013	16.8%
2014	13.8%
2017	12.7%
2018	14.7%
2019	13.7%
2020	12%
2021	11.3%
2022	17%
2023	12.9%
2024	8.3%

¹ No report was completed in 2012, 2015, or 2016 due to availability of Township Assessor data

Table 2 – IHDA

	2004	2013	2018	2023
IHDA's Findings – St. Charles' Affordable Housing Share	16.3%	11.2%	17.1%	17.2%

Staff's finding of St. Charles' affordable housing share has differed from IHDA's determination in the years both entities have conducted analyses. The 2013 report released by IHDA, and each report thereafter, reflected a different methodology to calculate each community's affordable housing share than used for the initial report in 2004. The methodology is also slightly different than the method IHDA uses to create its annual Affordability Charts, which are now used as the basis for Staff's analysis. Reasons for the difference between staff's and IHDA's findings are related to the data points and sources used for the calculations, including:

- Median income: Staff uses median income adjusted for a four-person household while IHDA uses the overall area median income.
- Home prices and rents: Staff uses local Township Assessor data to determine the assessed market value of owner-occupied homes in St. Charles and actual collected rents from each apartment complex in the city. IHDA uses American Community Survey (ACS) 5-year estimates to determine home prices and rents. The 2023 report used 2017-2021 ACS 5-year estimates.
- Housing unit count: Staff uses Township Assessor data for this information, while IHDA uses ACS 5-year estimates.

Staff believes that the housing affordability situation in St. Charles is more accurately represented by staff's affordability finding due to the use of more localized and up-to-date data.

II. AFFORDABILITY IN ST. CHARLES – 2024 UPDATE

This analysis separates owner-occupied (purchased) and rental housing units and combines the results to determine the total percentage of housing in St. Charles that is considered affordable.

Affordable Purchase Price

In order to determine the number of affordable owner-occupied units in St. Charles, the affordable purchase price must first be determined.

Each year, IHDA publishes Owner-Occupied and Rental Unit Affordability Charts as supplemental guidance for communities wishing to track exemption status under the Affordable Housing Planning & Appeals Act. The chart provides the affordable purchase price for households at 80% of the Area Median Income (AMI) adjusted for the number of people in a household, as well as affordable rents.

IHDA utilizes a mortgage-industry standard measure to estimate the affordable purchase price for households at 80% AMI. The family of four income limit is divided by .36 to give a rough idea of a purchase price that would result in an affordable monthly mortgage payment that includes principal, interest, taxes, insurance and assessments.

Table 3 details the calculation. The affordable purchase for a family of 4 earning 80% of AMI is **\$249,111**, up just 1.6% from \$245,139 in 2023. This slight increase is due to a rise in AMI of just 1.6%. Over the past 7 years, AMI has typically increased by around 5-6%.

Table 3

Chicago Metropolitan Statistical Area Median	\$112,100
--	-----------

Income (four-person household) ²	
80% of AMI	\$89,680
Owner-Occupied Purchase Price Affordable to Family Earning 80% of AMI (income/.36)	\$249,111

Affordable Rents

Affordable rents are determined by IHDA on a yearly basis in the aforementioned Owner-Occupied and Rental Unit Affordability Charts. Table 4 shows the maximum rent affordable to a household earning 60% of AMI, adjusted for family size. For example, the affordable rent for a 3-bedroom unit is based upon 60% AMI for a four-person household (\$67,260). Since last year, the amount of rent considered affordable increased by approx. 1.6% across the board, from \$18-\$35 more per month depending on bedroom size, again due to the slight increase in AMI. This marks much less of a rent increase than experienced in past years.

Table 4

Affordable Rental Units for Chicago Metro Area – 2024						
	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Affordable Rent Limits for HH @ 60% AMI	\$1,177	\$1,261	\$1,513	\$1,749	\$1,951	\$2,153

Source: IHDA's 2024 Owner-Occupied and Rental Unit Affordability Charts 4/15/2024

2024 Affordability Findings & Analysis

The City utilized St. Charles Township Assessor data from 2023 to estimate market values for 2024. Staff selected five condo, townhome, and single-family units distributed around town and compared the 2023 and 2024 market values. For all the 15 units analyzed, there was an increase in market value of 12% to 13%. Based on this finding, staff then applied a 12% increase to all 2023 market values for owned housing units in order to estimate 2024 market values.

The number of affordable rental units was derived using local rental rates collected by staff. These rates were then compared to the maximum rent thresholds established by IHDA.

Table 5 breaks down the number of affordable housing units and total housing units by type, followed by the resulting percentage of affordable units. The total percentage of affordable units was determined by combining the owner-occupied and rental findings.

Table 5

Unit Type ³	Affordable Units	Total Units	% Affordable
Owner-Occupied Units			
Single-Family	286	7,770	3.7%
Two-Family Duplex	3	50	6.0%
Condo	360	945	38%
Townhome	1	1,074	0.01%
Owner-Occupied Total	650	9,839	6.6%
Rental Units			
Rental Units	585	5,032	11.6%
COMBINED TOTAL			
Total Owner-Occupied & Rental Units	1,235	14,871	<u>8.3%</u>

On the ownership side, just 6.6% of owner-occupied housing falls below the \$249,111 affordable purchase price and are therefore considered affordable, based on estimated market values. This is down from 13.2% affordable in 2023, marking a 50% decrease in affordability with 647 fewer affordable homes. The greatest loss was in single-family homes, with 434 fewer affordable single-family homes since 2023. The decrease in owner-occupied affordability is due to home value increases far outpacing AMI.

On the rental side, affordability fell more slightly, from 12.2% in 2023 to 11.6%. The number of units considered affordable actually increased by 30 units. The decrease in percentage affordable is due to the addition in 2024 of 464 new apartment units (Prairie Centre, The Springs and Indiana Place). None of these units are considered affordable. Rental rates in general have appeared to stabilize after several years of more significant increases, with rates fluctuating up or down only slightly since 2023. Still, only three market-rate complexes offer affordable units, comprising just 71 units. All other affordable rentals are within income-restricted, subsidized developments.

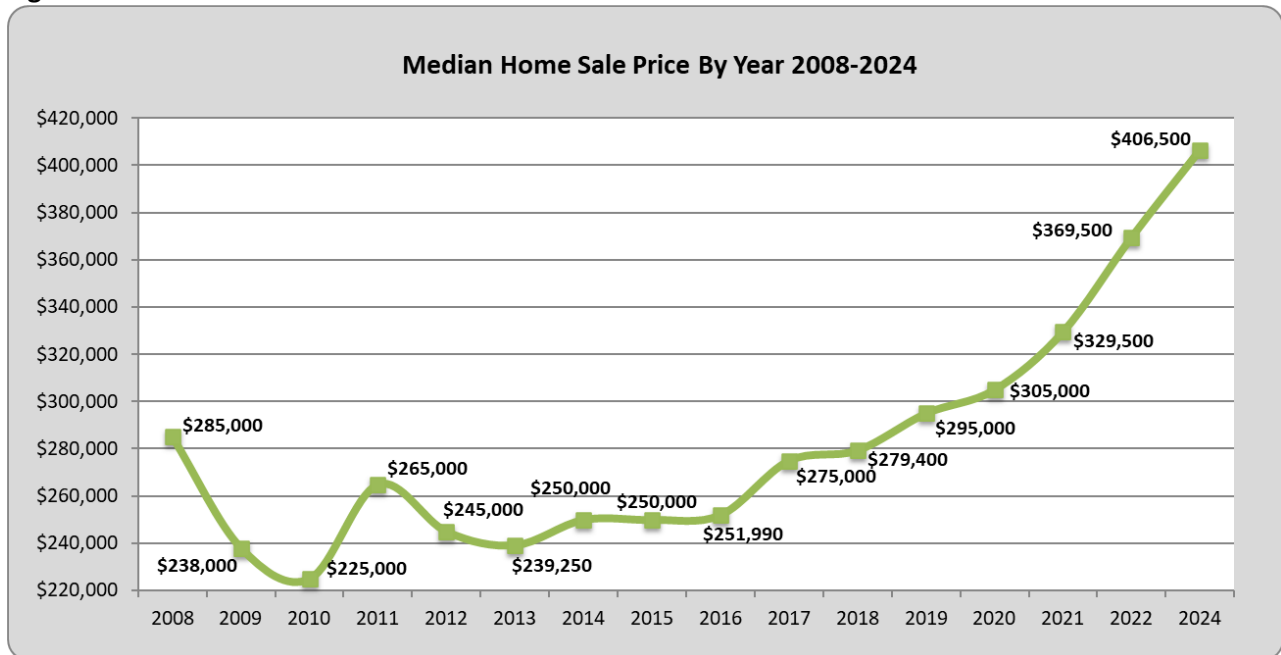
In total, 8.3% of housing units in St. Charles are considered affordable. This is down from the 2023 finding of 12.9% and marks the lowest finding since this analysis was first completed 15 years ago. For the first time, the finding is under the 10% affordable housing threshold required under the Affordable Housing Planning & Appeals Act.

III. ST. CHARLES HOUSING MARKET TRENDS – 2024

St. Charles Township Assessor sales data was used to analyze the price of homes sold in St. Charles in 2024. Figure 1 shows the median home sale price over the past 15 years (note- data from 2023 is missing due to lack of availability). The median sale price in 2024 was \$406,500, topping the previous high in 2022 of \$369,500. This marks a continuation of the local (and national) trend of steadily increasing housing prices.

In terms of affordability, the median sale price is about \$157,000 over the affordable home price (\$249,111). Only 19 homes sold in 2024 (4.3%) would be considered affordable, reflecting the high sales prices being demanded in the current market.

³ Two-unit or more conversions and single-family rentals identified in the Assessor data were added to the total number of rental units. However, staff cannot readily determine the rents charged for these units so they were only counted as part of the total rental units; none were counted as affordable.

Figure 1

Typically, this report provides an additional breakdown of home sales price by unit type (single-family, townhomes, and condos). Building use information was not available with this year's home sale data.

IV. CONCLUSIONS

This report finds that 8.3% of St. Charles' housing stock is affordable. This marks the lowest affordability finding since this analysis was first completed 15 years ago and is the first time staff's analysis places St. Charles under the 10% affordable threshold required under the Affordable Housing Planning & Appeals Act. However, St. Charles remains an "exempt local government" from IHDA's perspective, based on IHDA's most recent (2023) finding for St. Charles of 17.2% affordable.

The more significant drop in affordability for 2024 was experienced on the homeownership side, where only 6.6% of units are considered affordable. This is due to a 12% increase in home values coupled with only a 1.6% increase in AMI. This drop in affordability is fairly drastic when compared to results from this analysis two years ago; at that time, owner-occupied affordability was at 17.3%. Since then, over 1,000 affordable homes have been lost.

The drop in owner-occupied affordability experienced in 2024 was expected to some extent, as the impact of housing market trends have begun to be reflected in the St. Charles Township Assessor market values. As market values are based on the previous three years of sales data, it is likely housing values will continue to rise based on current trends. As noted last year, this report does not reflect the impact of relatively high interest rates imposed by the Federal Reserve over the past two years, and the impact these higher rates have on relatively affordability; higher interest rates lead to increased monthly payments for home buyers, reducing "affordable" options for buyers and potentially causing more cost-burdened households.

On the rental side, affordability fell less drastically, to 11.6%. This was due to the addition of 464 new non-affordable apartment units as opposed to increasing rents. Approximately 250 approved apartment units have yet to be constructed at Prairie Centre. A further decrease in overall rental affordability is expected in coming years as a result of these non-affordable units.

Staff will continue to monitor the City's affordable housing status. The next affordability analysis will be conducted at the end of 2025 or early 2026.

MEMO

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: April 10, 2025

TO: Chairman Paul Lencioni and the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner II

RE: **2025 Inclusionary Housing Fee**

I. Background

The Inclusionary Housing Ordinance (IHO), Title 19 of the City Code, requires developers of new residential developments to build a proportionate share of affordable housing units on site, or to pay a fee-in-lieu of providing affordable units. Fee-in-lieu payments made by developers are placed into the City's Housing Trust Fund to be used to provide and preserve affordable housing opportunities in St. Charles.

Under Title 19 of the City Code, the Inclusionary Housing fee-in-lieu may be set on an annual basis at the discretion of the City Council. Council typically sets the fee at the beginning of each calendar year, at the same time as the Affordability Analysis is presented. This year's Affordability Analysis was delayed due to data availability. Section 19.02.060 states:

The amount of the per-unit fee-in-lieu of Affordable Units shall be determined annually by the City Council. If no fee has been determined by the City Council for the current year, the fee most recently determined by the City Council shall apply.

II. Current IHO Fee


Since 2021, the City has used a three-tier fee structure based on housing type. Prior to 2021, a single fee was used for all housing types.

The fee calculation is based on various downpayment percentages for an affordable home per the affordable home price determined by the State in their 5-year Statewide Local Government Affordability Report. The fees were updated last year (February 2024) based on the 2023 Report. It was expected that the fees would remain as-is until the next State report (expected in 2028). The current fees are:

- Multi-Family Developments: \$52,454.19 (cost of a 25% downpayment for an affordable home priced at \$209,817) per required affordable unit
- Townhome Developments: \$36,717.93 (cost of a 17.5% downpayment) per required affordable unit
- Single-Family Developments: \$20,981.67 (cost of a 10% downpayment) per required affordable unit

III. Fee for Remainder of 2025

No action is needed to keep the fees as-is for the remainder of calendar year 2025. Staff is planning to present as assessment of development impact fees in the next fiscal year, and as part of that analysis, this fee amount will be considered in context of other impact fees.

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number:4b-ii	
	Title:	St. Charles Housing Trust Fund Update		
	Presenter:	Ellen Johnson, Planner II		

Meeting: Planning & Development Committee		Date: April 14, 2025	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>	

TIF District: None

Executive Summary (if not budgeted please explain):

Background & Use

The Inclusionary Housing Ordinance (IHO), Title 19 of the City Code, requires developers of new residential development to build a proportionate share of affordable housing units on site, or to pay a fee in-lieu of providing affordable units. The Housing Trust Fund was formed upon adoption of the Inclusionary Housing Ordinance in 2008. Fee in-lieu payments made by developers are placed into the Housing Trust Fund.

The current balance of the Housing Trust Fund is \$2,370,734. The balance excluding funds approved for pending projects is \$1,710,853. In 2024, new contributions totaled \$161,167.

Use of the Housing Trust Fund (HTF) is governed by [Ch. 3.50](#) of the City Code. The HTF was created to address the affordable housing needs of moderate-income households in St. Charles. Funds are to be used to create and preserve affordable housing. The City offers three programs which are funded by the HTF:

1. Home Rehab & Accessibility Loan Program – 0% interest loan for income-eligible homeowners.
2. First-Time Homebuyer Loan Program – 0% interest loan for income-eligible prospective homebuyers.
3. Kane County Affordable Housing Fund – development financing to developers of affordable housing; developers apply through Kane County for County CDBG & HOME funding and St. Charles Housing Trust Funds.

Past Projects funded by the Housing Trust Fund (completed projects):

Project	Funds Used	Year Approved
Home Rehab Loans – 6 total	\$61,557 (\$28,378 paid back due to sale)	2011-2020
1432 Dean St. Purchase/Rehab/Sale	\$59,173 (\$36,921 paid back upon sale)	2018
704 Adams Ave. Purchase/Rehab/Sale	\$49,378 (\$29,316 paid back upon sale)	2019
106 Moore Ave. New House	\$45,361 (\$23,431 paid back upon sale)	2020
Total Spent	\$215,469 (\$118,046 total paid back)	

Projects approved for funding by the Housing Trust Fund:

Project	Funds Approved	Year Approved	Status
Anthony Place II Senior Apartments – GC Housing Development (60 units)	\$1,100,000	2023	Project cancelled, was not awarded IHDA funds
Habitat for Humanity – New house on Dean St.	\$115,000 + City Land Donation	2023	Construction proceeding
3 Diamond Development – Renovation of existing Carroll Tower Senior Apartments and extension of affordability period (108 units)	\$544,881	2024	IHDA loan not yet closed, but expected in the next few months
Total Approved	\$1,759,881		
Total Outstanding (projects moving forward)	\$659,881		

Future Use of the Housing Trust Fund


- **Kane County Affordable Housing Fund (AHF)** – The City has participated in the AHF since 2018. The AHF has been the primary mechanism by which developers of affordable housing can request use of the City's Housing Trust Fund. The AHF provides the opportunity for the City's funds to be combined with the County's funding sources for projects in St. Charles. Projects can range from single-home rehab projects to new-construction affordable housing developments. Use of City Trust funds can be directed to certain locations or types of projects as directed by the City. The County handles all administrative matters in review and vetting applications and setting up agreements and loan documents.
 - In 2018, the City entered into an IGA with Kane County to participate in the AHF. The City allocated \$416,000 from the HTF to be made available to developers through the AHF.
 - In 2024, additional funds were allocated specifically for the Carroll Tower project.
 - Currently, there are no remaining City funds allocated to the AHF.
 - Kane County Office of Community Reinvestment intends to release its annual Affordable Housing Fund Request for Proposals in late June. The City will need to allocate additional funds in order to participate in this year's RFP.
 - The amount allocated will remain in the HTF until projects are approved by the City and completed. Unused funds are carried over from year-to-year.
 - Funds will need to be allocated by City Council through an amended IGA with Kane County.
- **Home Rehab & Accessibility Loan Program** – Over the past several months, the Housing Commission has discussed the low usage of this program and ideas for improvement. They are currently exploring an opportunity to partner with Habitat for Humanity of Northern Fox Valley on a new program. Program design is in its early stages, but the current concept is that the new program would be a grant program available to lower income homeowners (60% AMI) to fund urgent home repairs, such as mechanical equipment replacement, new roof, etc. Staff will present this program to the Committee once the draft program design is finalized.
- **Rental Assistance** – Rental assistance to low-income households is an eligible use of the Housing Trust Fund, however it is not something the City has previously wished to pursue. The Housing Commission is gathering information on existing rental assistance programs offered by other organizations to explore whether this may be an option for the City to pursue. Lazarus House staff will be attending this week's Housing Commission meeting to present on their rental assistance programs.

Attachments (please list):

N/A

Recommendation/Suggested Action (briefly explain):

Provide any feedback on future use of the Housing Trust Fund, specifically the allocation of additional Housing Trust Funds to the Kane County Affordable Housing Fund. This topic will be discussed by the Housing Commission at an upcoming meeting and will be brought back before P&D Committee in May.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to approve a Plat of Easement Grant for a Kane County Fiber Optic Conduit Installation	
	Presenter:	Bruce Sylvester, Assistant CD Director – Planning & Engineering	
Meeting: Planning & Development Committee		Date: April 14, 2025	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>The Kane County Information Services Division is creating a fiber-optic network to connect County facilities with fiber optic lines to enhance communications and efficiency. The County is currently planning the next segment of this network, which is to extend fiber optic lines from the intersection of Peck and Bricher Roads, where fiber optic facilities currently exist, to the TriCom 911 Call Center located to the north and west at 3823 Karl Madsen Drive in the City of St. Charles. This alignment will cross City-owned property and therefore requires an easement from the City.</p> <p>The project has been planned for several years, and the County has coordinated with all jurisdictions that are affected, including the City of St. Charles, the City of Geneva, and the Forest Preserve District. Once the City of St. Charles issues the required right-of-way permit, all jurisdictions will have issued the required approvals, and the County will schedule a pre-construction meeting.</p> <p>City staff from multiple departments have reviewed this proposed project and easement. Kane County has accommodated all the requirements from City staff. The area to be traversed includes mapped floodplains and City staff have reviewed the application to ensure that all floodplain regulations and requirements will be satisfied.</p> <p>Because there are no residents in the vicinity of the proposed route, staff does not believe that any type of neighbor-notification is required. This easement will be recorded post-installation of the fiber optic conduit to confirm that the as-built location is within the easement.</p> <p>A Kane County crew will be present on-site during installation of the fiber optic line. Any restoration work will be completed immediately following the installation of the line.</p>			
<p>Attachments (please list):</p> <p>Plat of Easement, Ordinance</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to approve an Ordinance Granting Approval of a Plat of Easement Grant for a Kane County Fiber Optic Conduit Installation</p>			

City of St. Charles
Ordinance No. 2025-M-

An Ordinance Granting Approval of a Plat of Easement Grant
3823 Karl Madsen Drive
Kane County Fiber Optics to Serve TriCom 911 Call Center

WHEREAS, the City of St. Charles owns the Subject Property at 3823 Karl Madsen Drive, legally described in Attachment “A”; and,

WHEREAS, The County of Kane wishes to construct a regional fiber optic network that will connect multiple County facilities on and in the vicinity of the Subject Property; and,

WHEREAS, The County of Kane has requested City approval of the Plat of Public Utility Easement and Plat of Construction Easement (Plat of Easement) provided in Attachment “B” to allow the construction and installation of fiber-optic lines through the Subject Property to allow for the expansion of the County’s regional fiber optic network; and,

WHEREAS, the City of St. Charles has determined that it is in the best interest of the City of St. Charles that the requested Plat of Easement be approved.

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

1. That passage of this Ordinance shall constitute approval of the following document, incorporated herein as Exhibit “B”, such that the following document is hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

- Plat of Easement; William E. Biedermann, P.L.S.; dated 3/24/2025

2. That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 21st day of April 2025.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 21st day of April 2025.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 21st day of April 2025.

Lora A. Vitek, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Date:_____

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

PT SE 1/4 SEC 31-40-8 DESC IN DOC 2002K111649 (EXCEPT PART DESC IN DOC 2003K003045) (LEASEHOLD FOR TRI-COM ON LEASEHOLD PARCEL 09-31-400-022)

PIN: 09-314-00-018

Parcel 2:

PT SE 1/4 SEC 31-40-8 DESC IN DOC 2002K111649 (EXCEPT PART DESC IN DOC 2003K107154)

PIN: 09-314-00-017

EXHIBIT “B”

PLAT OF EASEMENT

