

**AGENDA  
CITY OF ST. CHARLES  
PLANNING & DEVELOPMENT COMMITTEE  
ALD. PAUL LENCIONI – CHAIR  
MONDAY, MARCH 10, 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. Plan Commission recommendation to approve a Final Plat of Resubdivision for The Oaks of St. Charles Lots 7-12, Fox Glade PUD.
- b. Recommendation to Approve a Resolution for an Outdoor Café Layout for the First Street Plaza for Summer 2025
- c. Recommendation to Approve amending Title 12 “General Provisions”, Section 04.102 “Outdoor cafes and food carts in public places” (Modifications to Design Standards for Outdoor Dining)
- d. An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Increase to Permits Fees for use of First Street Plaza for Outdoor Dining)
- e. Pheasant Run TIF Update (presentation only)
- f. Recommendation to Approve Redevelopment Agreement with GSI – Pheasant Run Industrial Development Project

**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](mailto: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).

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |                                                                                                                      |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |                                                                                                                      | Agenda Item number: 4a                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Title:                               | <b>Recommendation to approve a Final Plat of Resubdivision for The Oaks of St. Charles Lots 7-12, Fox Glade PUD.</b> |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Presenter:                           | <b>Ellen Johnson, Planner II</b>                                                                                     |                                               |
| <b>Meeting:</b> Planning & Development Committee <b>Date:</b> March 10, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                      |                                                                                                                      |                                               |
| <b>Proposed Cost:</b> \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      | <b>Budgeted Amount:</b> \$                                                                                           | <b>Not Budgeted:</b> <input type="checkbox"/> |
| <b>TIF District:</b> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |                                                                                                                      |                                               |
| <b>Executive Summary</b> (if not budgeted, please explain):<br><br><p>The subject property is Lots 7-12 in The Oaks of St. Charles townhome community, located off Roosevelt Street near Rt 31. Last August, the City passed Ord. 2024-Z-17, which approved a PUD Preliminary Plan to construct six townhome units in two buildings on the subject property.</p> <p>John Doherty of JMD Properties is requesting approval of a Final Plat of Resubdivision. Proposed is to replat the six individual lots to a single lot. The developer intends to request individual tax parcels for each unit, after the Plat is recorded.</p> <p>The Final Plat is consistent with the approved Preliminary Plat. Staff recommends approval.</p> |                                      |                                                                                                                      |                                               |
| <b>Attachments</b> (please list):<br>Plan Commission Resolution, Staff Report, Application, Plat, Approved Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |                                                                                                                      |                                               |
| <b>Recommendation/Suggested Action</b> (briefly explain):<br>Recommendation to approve a Final Plat of Resubdivision for The Oaks of St. Charles Lots 7-12, Fox Glade PUD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                      |                                                                                                                      |                                               |

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 1-2025**

**A Resolution Recommending Approval of a Final Plat of Resubdivision for  
The Oaks of St. Charles Lots 7-12 (John Doherty, JMD Properties)**

**Passed by Plan Commission on March 4, 2025**

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review requests for Final Plat of Subdivision; and

WHEREAS, the Plan Commission has reviewed the Final Plat of Resubdivision for The Oaks of St. Charles Lots 7-12 (John Doherty, JMD Properties); and

WHEREAS, the Plan Commission finds the Final Plat of Resubdivision to be in conformance with the requirements of Title 16 of the City Code entitled, "Subdivisions and Land Improvement"; and

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Final Plat of Resubdivision for The Oaks of St. Charles Lots 7-12 (John Doherty, JMD Properties); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Lawson, Funke, Wiese, Rosenberg, Gruber, Fitzgerald, Vargulich

Nays: None

Absent: Moad, Ewoldt

Motion carried: 7-0

PASSED, this 4th day of March 2025.

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Chairman  
St. Charles Plan Commission



Staff Report  
Plan Commission Meeting – March 4, 2025

|                            |                                     |
|----------------------------|-------------------------------------|
| <b>Applicant:</b>          | John Doherty, JMD Properties        |
| <b>Property Owner:</b>     | Palano Property Group LLC           |
| <b>Location:</b>           | 7-12 White Oak Circle               |
| <b>Purpose:</b>            | Plat lot for new townhomes          |
| <b>Application:</b>        | Final Plat of Subdivision           |
| <b>Public Hearing:</b>     | Not required                        |
| <b>Zoning:</b>             | RM-2 Multi-Family Residential / PUD |
| <b>Current Land Use:</b>   | Vacant                              |
| <b>Comprehensive Plan:</b> | Single-Family Attached Residential  |

**The Oaks Lots 7-12**



*Subject Property*

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary of Proposal:</b>             | <p>A PUD Preliminary Plan with Preliminary Plat of Subdivision was approved for this property in August 2024 under Ord. 2024-Z-17. The approved plans include construction of 6 townhome units in two buildings on the last undeveloped lots in The Oaks of St. Charles townhome community, located off Roosevelt Street near Rt. 31.</p> <p>Proposed is replatting of the six individual lots to a single lot. Final Plat of Subdivision approval is required.</p>                                      |
| <b>Info / Procedure on Application:</b> | <p><b>Final Plat of Subdivision:</b></p> <ul style="list-style-type: none"><li>• Final Plat is the actual plat document that will be recorded with the County to formally create a new lot and provide easements, etc.</li><li>• Recommendation is based on compliance with all other code requirements (including Zoning &amp; Subdivision Codes).</li><li>• A public hearing is not required for this type of application.</li><li>• No findings of fact are applicable to this application.</li></ul> |
| <b>Suggested Action:</b>                | <p>Review the Final Plat of Subdivision.</p> <p>Staff has found the application materials to be complete and the Final Plat to be in compliance with the Zoning and Subdivision Codes.</p> <p>Staff recommends approval of the Final Plat of Subdivision.</p>                                                                                                                                                                                                                                            |
| <b>Staff Contact:</b>                   | Ellen Johnson, Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## I. PROPERTY INFORMATION

### A. History / Context

The subject property constitutes Lots 7-12 in The Oaks of St. Charles townhome development. The Oaks is located off Roosevelt Street near Rt. 31, with the subject property being at the development entrance. The Oaks contains 75 townhome units, attached in buildings containing two to six units, arranged around a private circular road (White Oak Circle), with common open space surrounding the units and a clubhouse/pool central to the development.

The Oaks is the last remaining remnant of the Fox Glad PUD, approved by the City under Ordinance 1967-36. A Plat of Subdivision and development plans for The Oaks were approved in 1975, after which construction began. By 1980, all townhomes in The Oaks were constructed, except the six-unit building intended on the subject property. It is unclear why these units were not constructed with the rest of the development.

In August 2024, the Plan Commission reviewed and recommended approval of a new PUD Preliminary Plan for the subject property. The plan was approved by City Council under Ord. 2024-Z-17 (attached). Approved plans include:

- Two buildings, each with three units.
- Driveways off White Oak Circle.
- Architectural style inspired by existing townhomes.
- Preliminary Plat to replat the existing lots into a single lot.

## II. PROPOSAL

John Doherty of JDM Properties, representing property owner Palano Property Group, is seeking approval of a Final Plat of Subdivision to replat the subject property as “The Oaks of St. Charles Lots 7-12”. Final Engineering plans were submitted to the City and reviewed in connection with building permit review.

The Final Plat replats the subject property from six lots to one single lot. Replatting is necessary because the proposed units differ in width from the existing lots. Staff did not support allowing the units to be constructed over lot lines. The developer intends to request the County create individual tax parcels for each unit, after the plat is recorded.

The common area surrounding the lot will remain and will continue to be owned by The Oaks Homeowners Association.

### A. Planning Review

The proposed lot meets the intent of the Fox Glad PUD regarding lot width and per-unit square footage. A blanket easement was established on the original Plat of Subdivision for The Oaks and will remain in place.

#### **Staff Comments:**

- ✓ Staff has no remaining comments on the Final Plat itself, however a letter is needed from The Oaks HOA stating that the HOA shall be responsible for maintaining the new storm sewers, catch basins, and infiltration trench. This letter will need to be recorded

in connection with the HOA-owned common property prior to recording of the Final Plat and issuance of building permit.

**B. Engineering Review**

Final Engineering plans have been reviewed and approved in connection with the building permit for this project. Engineering staff have no outstanding comments on the Final Plat.

**III. DEVELOPER CONTRIBUTIONS**

**A. Inclusionary Housing**

This development is not subject to the Inclusionary Housing Ordinance, Title 19 of the City Code, due to the property being platted as buildable lots prior to 2008 and remaining vacant for over 10 years.

**B. School & Park District**

This development is not subject to Ch. 16.10 “Dedications” of the Subdivision Code since the property was previously platted for the same number of residential units as now proposed.

**IV. SUGGESTED ACTION**

Staff recommends approval of the Final Plat of Subdivision.

**V. ATTACHMENTS**

- Application for Final Plat of Subdivision; received 2/11/25
- Final Plat
- Ord. 2024-Z-17 (for reference)

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



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

## FINAL PLAT OF SUBDIVISION APPLICATION

### For City Use

Project Name: The Oaks Lot 7-12  
Project Number: 2024 -PR- 006  
Cityview Project Number: PLFP202500077

Received Date

RECEIVED

FEB 11 2025

City of St. Charles  
Community Development

- File this application to request approval of a Final Plat of Subdivision.
- 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. Staff will distribute the plans to other City departments for review when the application is complete.
- The Final Plat of Subdivision will be scheduled for Plan Commission review when staff has determined the plans are ready.

|                              |                                                                                                                                                                                     |                                                                     |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1. Property Information:     | Location:<br><u>7-12 White Oak Circle</u><br>Parcel Number (s):<br><u>09-34-451-127, (128)(129)(130)(131)(132)</u><br>Proposed Subdivision Name:<br><u>THE OAKS OF ST. CHARLES.</u> |                                                                     |
| 2. Applicant Information:    | Name:<br><u>JOHN DOHERTY JMD Properties.</u>                                                                                                                                        | Phone:<br><u>847-812-5022</u>                                       |
|                              | Address:<br><u>1933 Wright Blvd</u><br><u>Schaumburg IL 60193</u>                                                                                                                   | Email:<br><u>JD.countryfinancial@gmail.com</u>                      |
| 3. Record Owner Information: | Name:<br><u>PALANO Property Group</u><br>Address:<br><u>2315 N. Pine Ave</u><br><u>Arlington Hts, IL 60004</u>                                                                      |                                                                     |
|                              |                                                                                                                                                                                     | Phone:<br><u>847-312-7777</u><br>Email:<br><u>MPALANO@gmail.com</u> |

#### 4. Identify the Type of Application:

☒ **Subdivision:**

- ☒ Preliminary Subdivision Plat was previously approved by the City  
☐ Combined Preliminary-Final Review Process (Preliminary Plat Application filed concurrently)

☐ **Planned Unit Development (PUD):**

- ☐ PUD Preliminary Plan was previously approved by the City  
☐ Combined Preliminary-Final Review Process (PUD Preliminary Plan Application filed concurrently)  
☐ PUD Final Plat Application filed concurrently

☐ *Note- This application is not required for a Minor Subdivision. File only a Minor Subdivision-Final Plat application for a subdivision which qualifies as a Minor Subdivision per City Code Section 16.04.040.*

#### 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.*

*Submit 1 copy of each required item, unless otherwise noted.*

☒ **APPLICATION FEE:** \$300

☒ **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                      | \$1,000       | \$2,000    | \$3,000     | \$4,000       |
| 2 or 3                 | \$2,000       | \$4,000    | \$5,000     | \$7,000       |
| 4 or more              | \$3,000       | \$5,000    | \$7,000     | \$10,000      |

☒ **FEE FOR INSTALLATION OF CITY BENCHMARKS:** Payment for installation of City benchmarks in accordance with Appendix F of the Subdivision Code (City Code Title 16). Required payment is based on the size of the subdivision:

| Subdivision Acreage | Number of Benchmarks | Fee at \$2500 per Benchmark |
|---------------------|----------------------|-----------------------------|
| 20+                 | 2                    | \$5000                      |
| 10 to 20            | 1                    | \$2500                      |
| 5 to 10             | 0.5                  | \$1250                      |
| 1 to 5              | 0.25                 | \$625                       |
| Less than 1         | 0.10                 | \$250                       |

☒ **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.
- ☐ **STORMWATER MANAGEMENT PERMIT APPLICATION:** If application is not already filed.
- ☐ **STORMWATER REPORT:** Two (2) hard copies and PDF electronic file emailed to: [cd@stcharlesil.gov](mailto:cd@stcharlesil.gov)
- ☐ **ENGINEER'S COST ESTIMATE SPREADSHEET:** Use the attached form.
- ☐ **PARK AND SCHOOL LAND/CASH WORKSHEETS:** For residential developments only. Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.
- ☐ **INCLUSIONARY HOUSING WORKSHEET:** *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.

**PLANS:** All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

**Copies:** Ten (10) full size copies, one (1) 11" by 17", and PDF electronic file emailed to: [cd@stcharlesil.gov](mailto:cd@stcharlesil.gov)

- ☐ **FINAL PLAT OF SUBDIVISION / DRAWING REQUIREMENTS CHECKLIST:** A Final Plat of Subdivision that includes the information listed on the Subdivision Plat Drawing Requirements Checklist. Also submit a completed Checklist (attached).
- ☐ **FINAL ENGINEERING PLANS / DRAWING REQUIREMENTS CHECKLIST:** Final Engineering plans that include the information listed on the Drawing Requirements Checklist-Final Engineering Plans. Also submit a completed Checklist (attached).

#### ITEMS REQUIRED PRIOR TO CITY SIGNING & RECORDING FINAL PLAT OF SUBDIVISION:

- ☐ **FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT:** Provide a completion guarantee collateral for Land Improvements - bond, cash, or letter of credit, and a completed Land Improvement Agreement.
  - **Letter of Credit form – see City Code Title 16, Appendix C**
  - **Land Improvement Agreement – see City Code Title 16, Appendix D**
- ☐ **FEE FOR COST OF ELECTRIC INFRASTRUCTURE IMPROVEMENTS:** Provide payment per the cost estimate provided by the St. Charles Electric Utility
- ☐ **COPIES OF THIRD PARTY PERMIT/APPROVALS:** Provide the applicable required items which may include:
  - Illinois EPA Water Pollution Control Permit for sanitary sewer extension
  - Illinois EPA Division of Public Works Supplies Permit for water mains
  - Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
  - IDNR Office of Water Resources Permit (for work in floodplain)
  - Wetlands Permit from Army Corps of Engineers
  - Kane County DOT and/or IDOT signature on Final Plat (if applicable)
  - Offsite easements and right-of-way necessary to construct the required Land Improvements

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.

  
Record Owner PALANO Property Group LLC Date 1/15/25

  
Applicant or Authorized Agent JOHN DOHERTY Date 1/15/25

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

STATE OF ILLINOIS     )  
                                      ) SS.  
KANE COUNTY            )

I, MARC PALANO, being first duly sworn on oath depose and say that I am  
Manager of PALANO PROPERTY GROUP 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.:

|                    |             |
|--------------------|-------------|
| <u>MARC PALANO</u> | <u>100%</u> |
| _____              | _____       |
| _____              | _____       |
| _____              | _____       |
| _____              | _____       |
| _____              | _____       |
| _____              | _____       |

By: , Manager

Subscribed and Sworn before me this 8<sup>th</sup> day of  
April, 20 24.

Michele Marie Small  
Notary Public



P.I.N. No. 09-34-451-127  
09-34-451-128  
09-34-451-129  
09-34-451-130  
09-34-451-131  
09-34-451-132

# FINAL PLAT OF RESUBDIVISION FOR THE OAKS OF ST. CHARLES LOTS 7-12

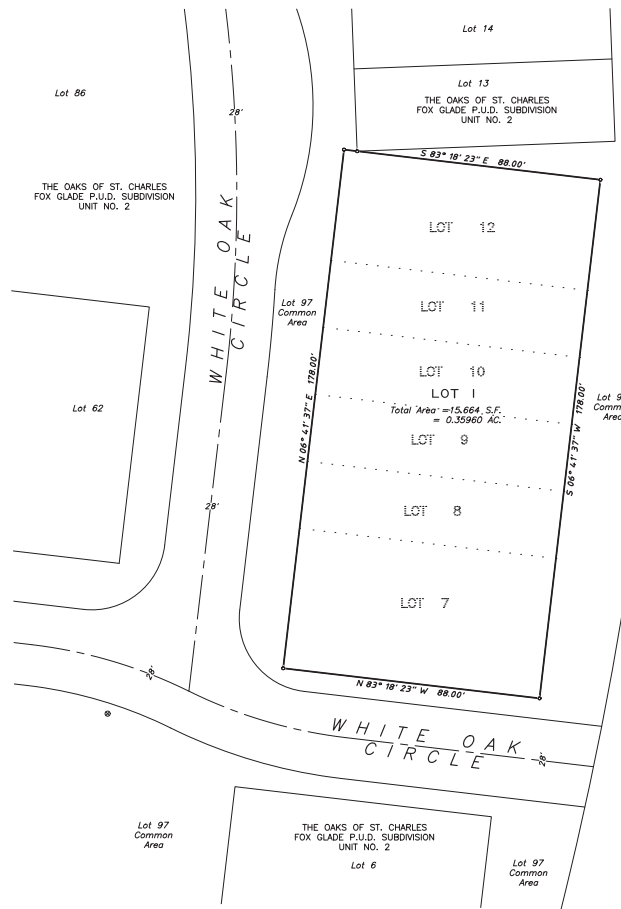
SHEET 1 OF 1

## MAIL RECORDED PLAT TO:

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, IL 60174

## PROPERTY OWNER:

PALANO PROPERTY GROUP LLC  
2315 N. PINE AVENUE  
ARLINGTON HEIGHTS, IL 60004-2544



## LEGEND

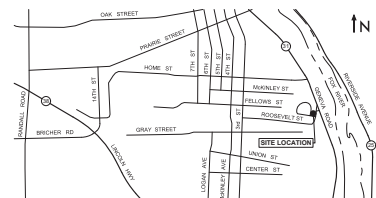
- Set Iron Pipe at Property Corner
- Concrete Monument
- New Subdivision Lot No.
- Building Setback Line
- Easement Line
- New Lot Line
- Boundary Line
- Road Center Line
- Underlying Subdivision Lot No.
- Underlying Lot Line

SCALE: 1" = 20'

Note: Lot 1 is to be Developed with No More than Six (6) Townhome Units.

Lot 97 in The Oaks of St. Charles, Fox Glade P.U.D. Subdivision is a Common Area with Blanket Easement.

The Basis for Bearings Shown Hereon is Assumed.



## OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

THIS IS TO CERTIFY THAT THE UNDESIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVISION AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF ST. CHARLES SCHOOL DISTRICT 303.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

## NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_ (SEAL)

## COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, \_\_\_\_\_, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY SEAL AT \_\_\_\_\_, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_ COUNTY CLERK

## CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OF UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

BY: \_\_\_\_\_ COLLECTOR OF SPECIAL ASSESSMENTS

DATED AT \_\_\_\_\_, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

## DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_ DIRECTOR OF COMMUNITY DEVELOPMENT

## PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
CITY OF ST. CHARLES ) SS

APPROVED BY THE PLAN COMMISSION OF THE CITY OF ST. CHARLES, KANE COUNTY,

ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

SIGNED: \_\_\_\_\_ CHAIRMAN

## CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )  
CITY OF ST. CHARLES ) SS

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

SIGNED: \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_ CITY CLERK

## SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNED PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: \_\_\_\_\_ OWNER DATED \_\_\_\_\_

BY: \_\_\_\_\_ ILLINOIS PROFESSIONAL ENGINEER DATED \_\_\_\_\_ NO. \_\_\_\_\_

## PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, JEFFREY W. GLUNT, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3695, DO HEREBY AUTHORIZE AN AGENT OF THE OWNER, OR A REPRESENTATIVE FROM THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

SCHAUMBURG, ILLINOIS \_\_\_\_\_

JEFFREY W. GLUNT  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3695  
MY LICENSE EXPIRES NOVEMBER 30, 2024 AND IS RENEWABLE

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, JEFFREY W. GLUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 7, 8, 9, 10, 11 AND 12 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NUMBER 2, IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

I DO HEREBY FURTHER CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, IRON PIPES AT ALL INTERIOR LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET, AS REQUIRED BY THE PLAT ACT (95 ILCS 205/0.01 ET SEQ.). I FURTHER CERTIFY THAT ALL EXTERIOR CORNERS OF THE SUBDIVISION HAVE BEEN MONUMENTED PRIOR TO RECONSTRUCTION OF THE SUBDIVISION PLAT, AND THAT CONCRETE MONUMENTS HAVE BEEN SET AS REQUIRED. THIS IS TO FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, WHICH HAS AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-124 AS HERETOFORE AND HEREAFTER AMENDED.

THIS IS TO FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NO. 1709C0268J DATED JULY 20, 2021 PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR KANE COUNTY, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED HEREON IS LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

SCHAUMBURG, ILLINOIS \_\_\_\_\_ NOVEMBER 1, 2024

BY: \_\_\_\_\_ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695



EXPIRES 11-30-25



EXPIRES 11-30-24

Originally Prepared: 05-15-2024 Project No. 24-007

**HAEGER ENGINEERING**  
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60195  
Tel: 815.374.6400 Fax: 815.374.6608  
Illinois Professional Design Firm License No. 184-001152  
www.haegerengineering.com

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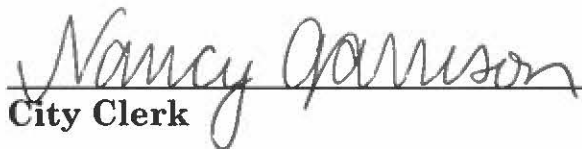
# City of St. Charles, Illinois

**Ordinance No.:**  
**2024-Z-17**

**Ordinance Granting Approval of a PUD  
Preliminary Plan for The Oaks Lots 7-12, Fox  
Glade PUD.**

**Adopted by the  
City Council  
of the  
City of St. Charles  
August 19, 2024**

Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, August 26, 2024.

  
City Clerk



**City of St. Charles, Illinois**  
**Ordinance No. 2024-Z-17**

**An Ordinance Granting Approval of a PUD Preliminary Plan for The Oaks  
Lots 7-12, Fox Glad PUD**

WHEREAS, on or about March 1, 2024, Palano Property Group, LLC (the “Applicant”), filed a petition for PUD Preliminary Plan for the real estate legally described in Exhibit “A” (the “Subject Property”), said Exhibit being attached hereto and made a part hereof; and,

WHEREAS, the Plan Commission recommended approval of said petition on or about August 6, 2024; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petition on or about August 12, 2024; and,

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

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

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

2. That passage of this Ordinance shall constitute conditional approval of the PUD Preliminary Plan, incorporated herein as Exhibit “B”, such that the following documents and illustrations are 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:

- Preliminary Plat of Resubdivision; Haeger Engineering; revisions dated 8/6/2024
- Preliminary Engineering Plan; Haeger Engineering; revisions dated 8/13/2024
- Landscape Plan; Haeger Engineering; revisions dated 8/1/2024
- Building Elevations; TLH Architects & Developers LTD; revisions dated 6/27/2024

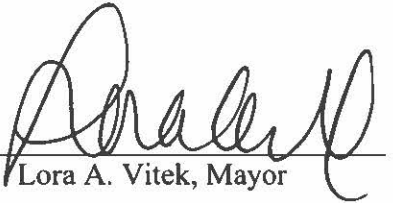
3. That the Subject Property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

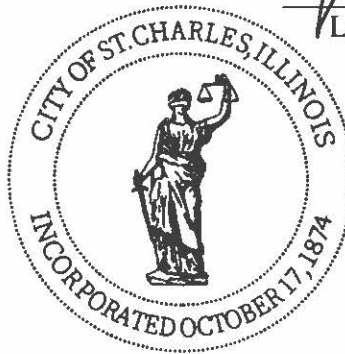
4. That after the adoption and approval hereof, the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19<sup>th</sup> day of August 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19<sup>th</sup> day of August 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 19<sup>th</sup> day of August 2024.

  
Lora A. Vitek, Mayor



Attest:

  
Nancy Garrison, City Clerk

Vote: 9

Ayes: 9

Nays: 0

Absent: 1

Abstain: 0

Date: 8/19/2024

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOTS 7, 8, 9, 10, 11 AND 12 IN THE OAKS OF ST. CHARLES, FOX GLADE PUD UNIT  
NUMBER 2 IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN: 09-34-451-127  
09-34-451-128  
09-34-451-129  
09-34-451-130  
09-34-451-131  
09-34-451-132

**EXHIBIT "B"**

**PUD PRELIMINARY PLAN  
(11 pages)**

P.I.N. No. 09-34-451-127  
09-34-451-128  
09-34-451-129  
09-34-451-130  
09-34-451-131  
09-34-451-132

# PRELIMINARY PLAT OF RESUBDIVISION FOR THE OAKS OF ST. CHARLES LOTS 7-12

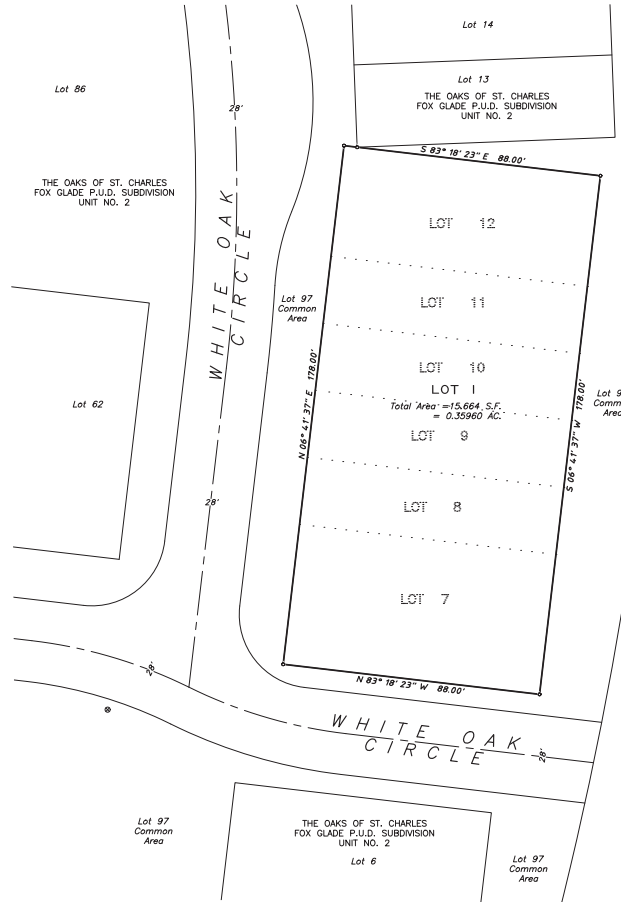
SHEET 1 OF 1

## MAIL RECORDED PLAT TO:

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, IL 60174

## PROPERTY OWNER:

PALANO PROPERTY GROUP LLC  
2315 N. PINE AVENUE  
ARLINGTON HEIGHTS, IL 60004-2544



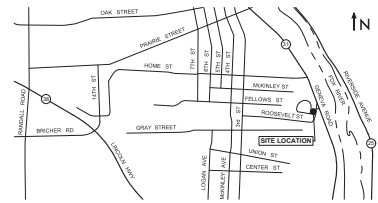
## LEGEND

- Set Iron Pipe at Property Corner
- Concrete Monument
- New Subdivision Lot No.
- Building Setback Line
- Easement Line
- New Lot Line
- Boundary Line
- Road Center Line
- Underlying Subdivision Lot No.
- Underlying Lot Line

Note: Lot 1 is to be Developed with No More than Six (6) Townhome Units.

Lot 97 in The Oaks of St. Charles, Fox Glade P.U.D. Subdivision is a Common Area with Blanket Easement.

The Basis for Bearings Shown Hereon is Assumed.



## OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

THIS IS TO CERTIFY THAT THE UNDESIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVISION AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF ST. CHARLES SCHOOL DISTRICT 303.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

## NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_ (SEAL)

## COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, \_\_\_\_\_, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY SEAL AND AT \_\_\_\_\_, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_ COUNTY CLERK

## CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OF UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

BY: \_\_\_\_\_ COLLECTOR OF SPECIAL ASSESSMENTS

DATED AT \_\_\_\_\_, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

## DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_ DIRECTOR OF COMMUNITY DEVELOPMENT

## PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
CITY OF ST. CHARLES ) SS

APPROVED BY THE PLAN COMMISSION OF THE CITY OF ST. CHARLES, KANE COUNTY,

ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

SIGNED: \_\_\_\_\_ CHAIRMAN

## CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )  
CITY OF ST. CHARLES ) SS

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

SIGNED: \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_ CITY CLERK

## SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNED PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: \_\_\_\_\_ OWNER DATED \_\_\_\_\_

BY: \_\_\_\_\_ ILLINOIS PROFESSIONAL ENGINEER DATED \_\_\_\_\_

NO \_\_\_\_\_

## PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, JEFFREY W. GLUNT, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3695, DO HEREBY AUTHORIZE AN AGENT OF THE OWNER, OR A REPRESENTATIVE FROM THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

SCHAUMBURG, ILLINOIS \_\_\_\_\_

JEFFREY W. GLUNT  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3695  
MY LICENSE EXPIRES NOVEMBER 30, 2024 AND IS RENEWABLE

## SURVEYOR'S CERTIFICATE

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THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

SCHAUMBURG, ILLINOIS \_\_\_\_\_ MAY 15, 2024

BY: \_\_\_\_\_ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695



EXPIRES 11-30-24

Originally Prepared: 05-15-2024

Project No. 24-007

**HAEGER ENGINEERING**  
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P.L.N. 09-34-451-127  
09-34-451-128  
09-34-451-129  
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09-34-451-131  
09-34-451-132

# PRELIMINARY ENGINEERING PLAN CONSOLIDATED LOTS 7 - 12 IN THE OAKS OF ST CHARLES PLANNED UNIT DEVELOPMENT SECTION 34 TOWNSHIP 40 NORTH RANGE 8 EAST ST CHARLES, ILLINOIS KANE COUNTY

## DEVELOPER / SUBDIVIDER:

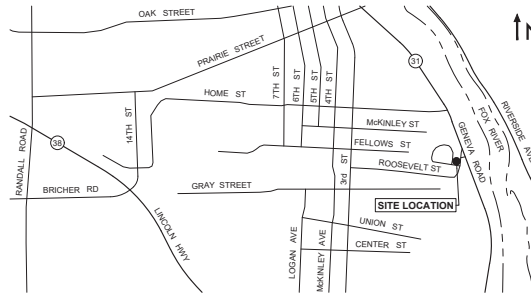
Palano Property Group LLC  
2315 N. Pike Avenue  
Arlington Heights, IL 60004  
Tel: 847-372-7777

## PREPARED BY:

Haeger Engineering LLC  
Illinois Prof. Design Firm #184-003152  
100 E. State Parkway  
Schaumburg, IL 60173  
Tel: 847-394-6600  
Fax: 847-394-6608  
www.haegerengineering.com

## CITY OF ST CHARLES

2 E. Main Street  
St Charles, IL 60174



LOCATION MAP  
Not To Scale

## BENCHMARKS

CP # 600 (see survey)  
Description: Tag Bolt on Hydrant  
Elevation: 724.18 NAVD 88 (Geoid 12A)

CP # 602 (see survey)  
Description: Cross Natch  
Elevation: 722.78 NAVD 88 (Geoid 12A)

CP # 603 (see survey)  
Description: Cross Natch  
Elevation: 721.69 NAVD 88 (Geoid 12A)

CP # 604 (see survey)  
Description: Cross Natch  
Elevation: 712.68 NAVD 88 (Geoid 12A)

| INDEX TO SHEETS |                                          |
|-----------------|------------------------------------------|
| NO.             | DESCRIPTION                              |
| C1.0            | TITLE SHEET                              |
| C2.0            | EXISTING CONDITIONS & DEMOLITION PLAN    |
| C3.0            | GEOMETRY & PARKING PLAN                  |
| C4.0            | GRADING, DRAINAGE & EROSION CONTROL PLAN |
| C5.0            | UTILITY PLAN                             |
| C6.0            | TYPICAL DETAILS                          |

| Existing Symbol | Description                                  | Proposed Symbol |
|-----------------|----------------------------------------------|-----------------|
|                 | Storm Sewer Manhole                          |                 |
|                 | Catch Basin                                  |                 |
|                 | Inlet                                        |                 |
|                 | Flared End Section                           |                 |
|                 | Headwall                                     |                 |
|                 | Area Drain                                   |                 |
|                 | Sanitary Sewer Manhole                       |                 |
|                 | Clean Out                                    |                 |
|                 | Storm Sewer                                  |                 |
|                 | Storm Sewer Service                          |                 |
|                 | Perforated Underdrain                        |                 |
|                 | Sanitary Sewer                               |                 |
|                 | Sanitary Sewer Service                       |                 |
|                 | Combined Sewer                               |                 |
|                 | Force Main                                   |                 |
|                 | Water Main                                   |                 |
|                 | Water Main Service                           |                 |
|                 | Fire Hydrant                                 |                 |
|                 | Valve Vault                                  |                 |
|                 | Valve Box                                    |                 |
|                 | B-Box                                        |                 |
|                 | Well Head                                    |                 |
|                 | Light Pole                                   |                 |
|                 | Light Pole With Mast Arm                     |                 |
|                 | Traffic Signal                               |                 |
|                 | Traffic Signal With Mast Arm                 |                 |
|                 | Hand Hole                                    |                 |
|                 | Fence                                        |                 |
|                 | Guardrail                                    |                 |
|                 | Pipe Bollard                                 |                 |
|                 | Gas Valve                                    |                 |
|                 | Gas Line                                     |                 |
|                 | Electric Line                                |                 |
|                 | Overhead Utility Line                        |                 |
|                 | Fiber Optic Line                             |                 |
|                 | Electrical Pedestal                          |                 |
|                 | Electric Manhole                             |                 |
|                 | Guy Wire                                     |                 |
|                 | Utility Pole                                 |                 |
|                 | Telephone Pedestal                           |                 |
|                 | Telephone Manhole                            |                 |
|                 | Telephone Line                               |                 |
|                 | Cable TV Line                                |                 |
|                 | Cable TV Pedestal                            |                 |
|                 | Flagpole                                     |                 |
|                 | Mailbox                                      |                 |
|                 | Handicapped Parking Stall                    |                 |
|                 | Number of Parking Stalls                     |                 |
|                 | Curb & Gutter                                |                 |
|                 | Reverse Pitch Curb & Gutter                  |                 |
|                 | Depressed Curb                               |                 |
|                 | Retaining Wall                               |                 |
|                 | Curb Elevation and Gutter/Pavement Elevation |                 |
|                 | Pavement Elevation                           |                 |
|                 | Sidewalk Elevation                           |                 |
|                 | Ground Elevation                             |                 |
|                 | Top of Wall Elevation                        |                 |
|                 | Bottom of Wall Elevation                     |                 |
|                 | Open Lid Frame & Grate                       |                 |
|                 | Closed Lid Frame & Lid                       |                 |
|                 | Finish Grade                                 |                 |
|                 | Garage Floor                                 |                 |
|                 | Top of Foundation                            |                 |
|                 | Swale                                        |                 |
|                 | Handicapped Flow                             |                 |
|                 | Softscape Flow                               |                 |
|                 | Contour Line                                 |                 |
|                 | Wetland                                      |                 |
|                 | Wetland Buffer                               |                 |
|                 | Normal Water Level                           |                 |
|                 | High Water Level                             |                 |
|                 | Flood Plain                                  |                 |
|                 | Flood Way                                    |                 |
|                 | Deciduous Tree                               |                 |
|                 | Coniferous Tree                              |                 |
|                 | Bush                                         |                 |
|                 | Brushline                                    |                 |
|                 | Soil Boring                                  |                 |
|                 | Over Land Flow Route                         |                 |
|                 | Recommended Garage Hand With Driveway Slope  |                 |



Revised per City Review  
Revised per City Review  
Revised per City Review  
Revised per City Review  
Revision

Date



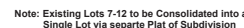
**TITLE SHEET**  
**CONSOLIDATED LOTS 7-12**  
**THE OAKS OF ST CHARLES**  
ST CHARLES, ILLINOIS

Project Manager: M.L.A.  
Engineer: M.L.A.  
Date: 02.16.2024  
Project No. 24-007  
Sheet **C1.0** of 6



Know what's below.  
Call before you dig.

Note:  
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.



LOTS 7, 8, 9, 10, 11 AND 12 IN THE OAKS OF ST CHARLES, FOX GLADE P.U.D. UNIT  
NUMBER 2 IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

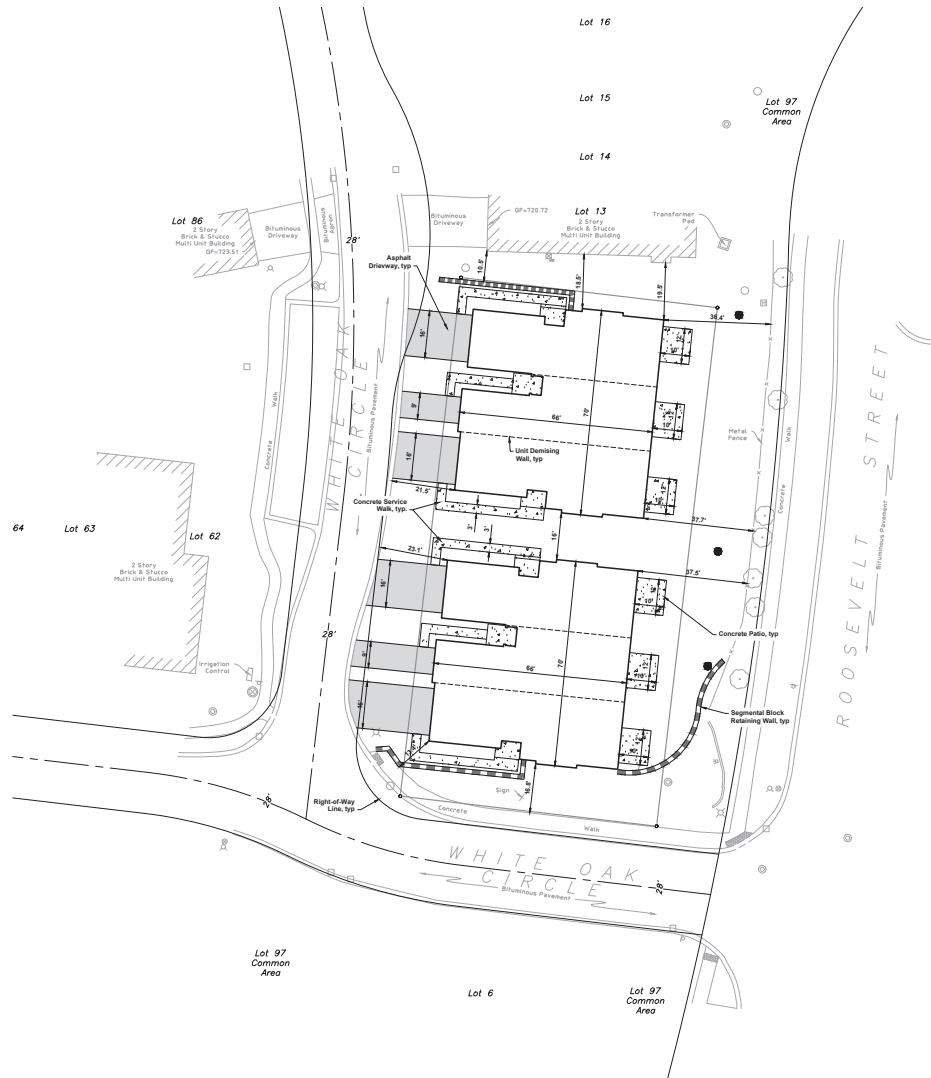
Project Manager: M L A  
Engineer: M L A  
Date: 02.16.2024  
Project No. 24-007  
Sheet **C2.0** / C6

**EXISTING CONDITIONS &  
DEMOLITION PLAN**

**THE HAEGER ENGINEERING**  
consulting engineers • land surveyors  
100 East State Parkway, Schaumburg, IL 60173 • Tel. 847.394.6600 Fax 847.394.6608  
H is a Professional Design Firm License No. 184-020152  
[www.haengerengineering.com](http://www.haengerengineering.com)

| No. | Date       | Revision                |
|-----|------------|-------------------------|
| 3   | 08.01.2024 | Revised per City Review |
| 2   | 07.10.2024 | Revised per City Review |
| 1   | 03.13.2024 | Revised per City Review |

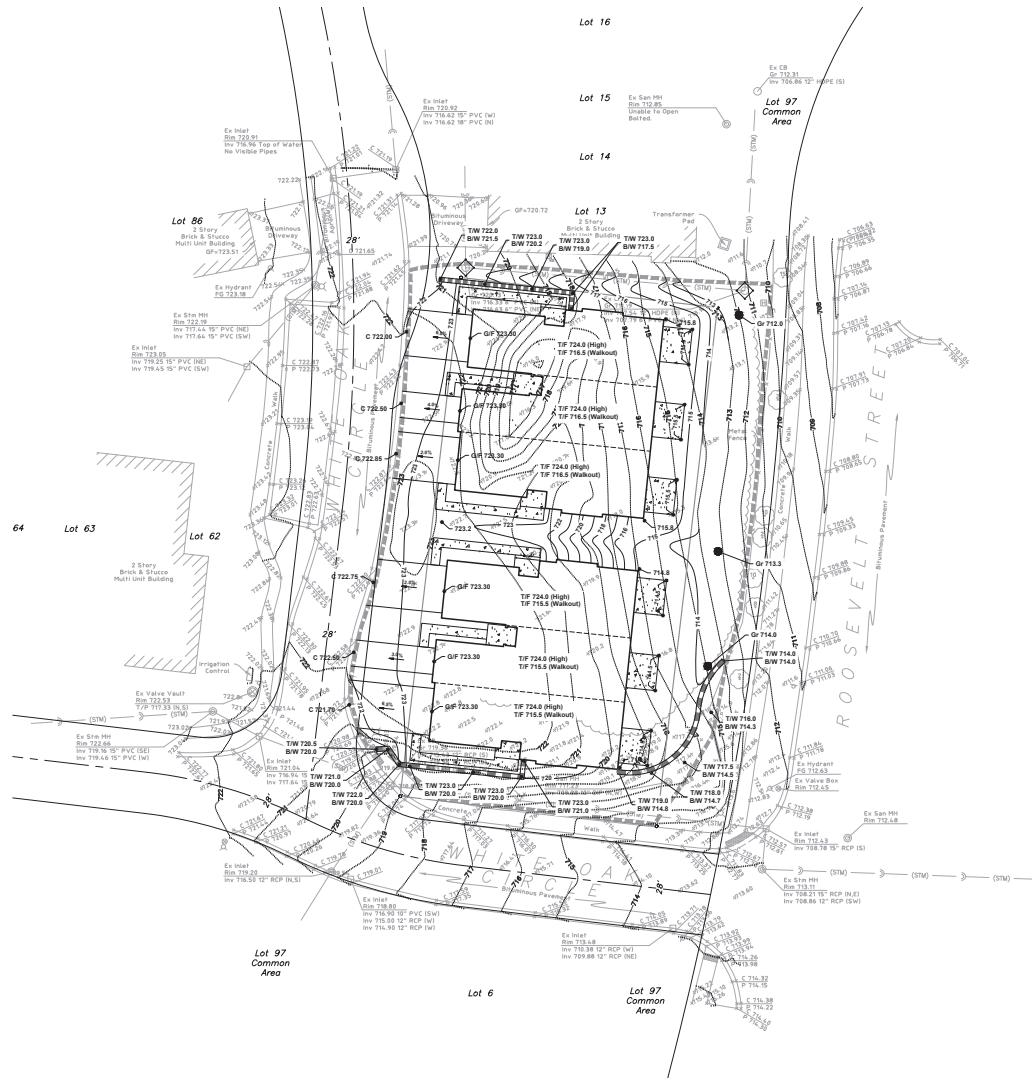
Plot Date: Aug 13, 2024 - 9:59am Plotted By: mko-a  
File Name: P:\2024\24007\Drawings\Final Engineering\24007-Engineering.dwg



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100 East Main Street, Suite 100 • Schaumburg, IL 60196 • Tel: 815.294.6600 Fax: 815.294.6608  
www.haegerengineering.com

**GEOMETRY & PAVING PLAN**  
**CONSOLIDATED LOTS 7-12**  
**THE OAKS OF ST CHARLES**  
ST CHARLES, ILLINOIS

Project Manager: M.L.A.  
Engineer: M.L.A.  
Date: 02.16.2024  
Project No.: 24-007  
Sheet: **C3.0**



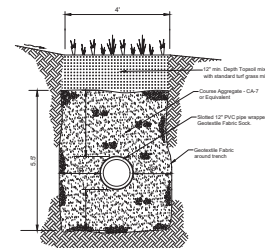
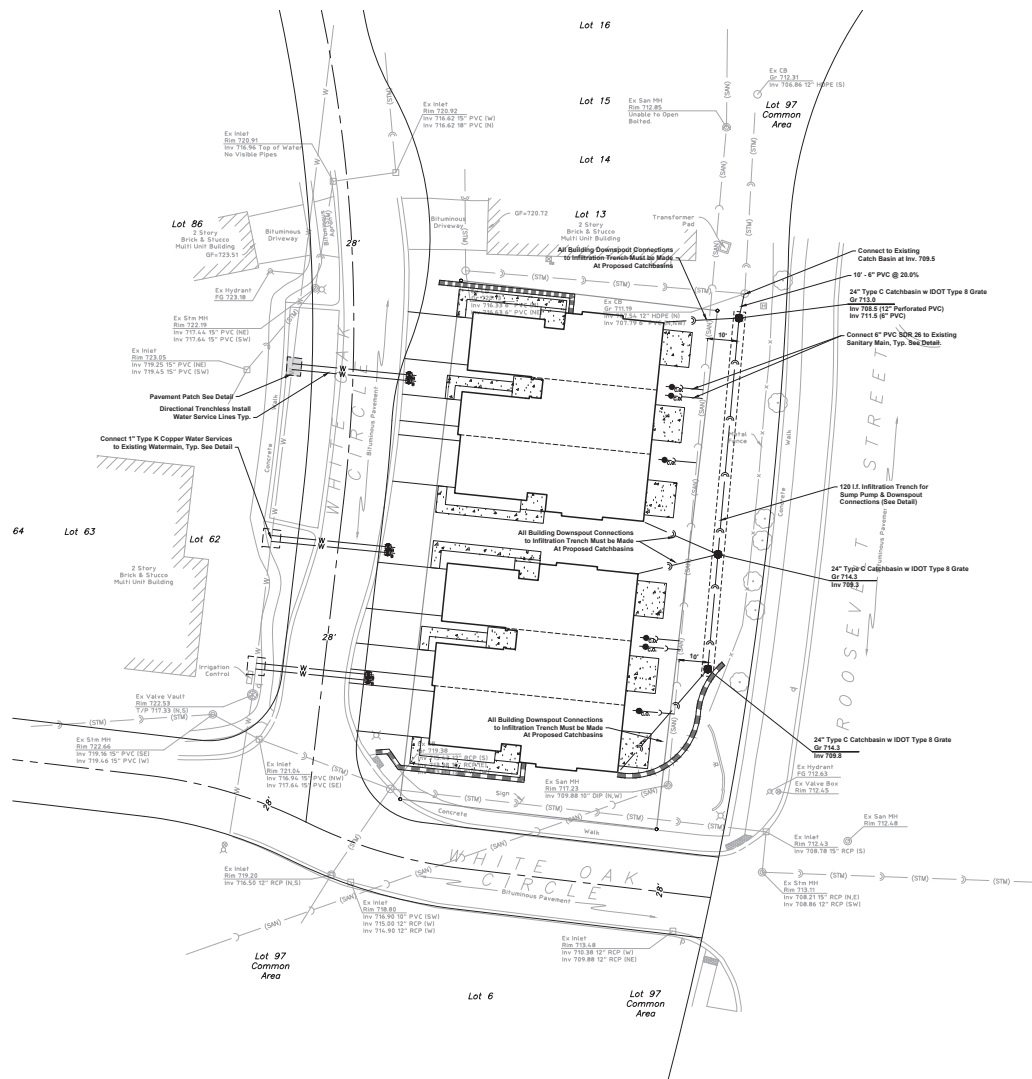
Scale 1" = 20'

| Revision | Date       | No. |
|----------|------------|-----|
| 1        | 08.01.2024 | 1   |
| 2        | 07.10.2024 | 2   |
| 3        | 07.10.2024 | 3   |

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**GRADING, DRAINAGE &  
EROSION CONTROL PLAN  
CONSOLIDATED LOTS 7-12  
THE OAKS OF ST CHARLES**  
ST CHARLES, ILLINOIS

Project Manager: M.L.A.  
Engineer: M.L.A.  
Date: 02.16.2024  
Project No.: 24-007  
Sheet: **C4.0**  
C6



INFILTRATION TRENCH DETAIL  
NOT TO SCALE

Proposed BMP Calculation

| Impervious Area Summary |           |
|-------------------------|-----------|
| Building                | 8,098 sf  |
| Driveway                | 1,956 sf  |
| Walkways                | 880 sf    |
| Stoops/Patio            | 1,035 sf  |
| Total                   | 11,969 sf |

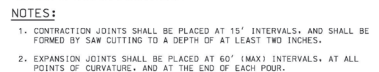
|                          |                             |
|--------------------------|-----------------------------|
| Required Storage Volume  | 1.07 per sf Impervious Area |
| Proposed Impervious Area | 11,969 sf                   |
| Required Storage Volume  | 997.4 cf                    |

Proposed Storage System

Infiltration Trench to Provide Storage Volume

|                         |          |
|-------------------------|----------|
| Pipe Length             | 120 lf   |
| Pipe Size               | 12 in    |
| Pipe Volume             | 94 cf    |
| Trench Width            | 4.0 ft   |
| Trench Depth            | 5.5 ft   |
| Trench Volume           | 2,640 cf |
| Trench Volume Less Pipe | 2,546 cf |
| Stone Void Ratio        | 0.36     |
| Provided Stone Storage  | 916 cf   |
| Total System Storage    | 1011 cf  |

Notes:  
- Only City of St. Charles representatives shall operate water valves and hydrants.

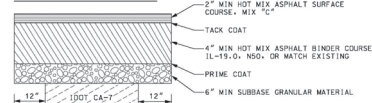
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NOTES:

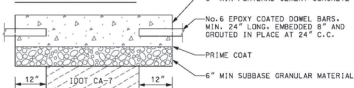
1. FOR PC DRIVEWAY OVER AN UNDERGROUND UTILITY TRENCH, PLACE 6X6 - W2X30X9 WOLDED WIRE FABRIC AT MID-DEPTH OF THE CONCRETE.
2. FOR DRIVEWAYS OTHER THAN 16" & 3" CONTRACTION JOINT SHALL BE LOCATED ALONG THE CENTERLINE.
3. PC CONCRETE DRIVEWAY SHALL BE:
  - APPROACH-6" (MIN) PORTLAND CEMENT CONCRETE AND
  - DRIVEWAY-4" (MIN) C&G CRUSHED STONE
4. BITUMINOUS DRIVEWAY SHALL BE:
  - APPROACH-6" (MIN) PORTLAND CEMENT CONCRETE AND
  - DRIVEWAY-4" (MIN) C&G CRUSHED STONE
5. BITUMINOUS DRIVEWAY SHALL BE:
  - APPROACH-6" (MIN) C&G CRUSHED STONE AND
  - DRIVEWAY-3" (MIN) HOT-MIX ASPHALT
6. DRIVEWAY-6" (MIN) C&G CRUSHED STONE AND
7. DRIVEWAY-3" (MIN) HOT-MIX ASPHALT
8. BRICK PAVEMENT OR OTHER UNIT PAVING MATERIALS ARE NOT ALLOWED IN A DRIVEWAY OR OTHER UTILITY TRENCH. PAVING MATERIALS ARE NOT ALLOWED IN A DRIVEWAY OR OTHER UTILITY TRENCH WITHOUT A RITE OF WAY PERMIT AND A COVENANT RUNNING ALONG THE DRIVEWAY OR OTHER UTILITY TRENCH.
9. MAINTAIN FULL SIDEWALK WIDTH THROUGH DRIVEWAYS, CURBING, PAVES, STAMPS, CALIFORNIA CORNERS, ETC. SHALL NOT RUN THRU SIDEWALK AREAS IN DRIVEWAYS.

ALL PAVEMENT PATCHES SHALL BE THE GREATER OF  
THE EXISTING CROSS SECTION OR THE FOLLOWING

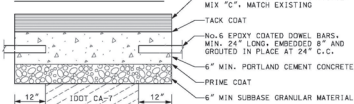
#### A. FLEXIBLE PAVEMENT



### B. RIGID PAVEMENT



### C. COMPOSITE PAVEMENT



NOTES:

1. ALL PAVEMENT PATCHES SHALL BE SAWCUT FULL-DEPTH A MINIMUM OF ONE FOOT BEYOND THE LIMITS OF THE FAILED PAVEMENT IN ALL DIRECTIONS.
2. HOT MIX ASPHALT SHALL CONFORM TO IDOT HMA MIX SELECTION TABLE.

Diagram illustrating the installation of a trench box for IDOT CA-7 under pavement. The diagram shows a cross-section of the pavement structure with a trench box installed. Key components and labels include:

- 1DOT CA-7 UNDER PAVEMENT OR WITHIN THE ZONE OF INFLUENCE
- TRENCH WALL
- 6"
- PROPOSED SANITARY OR STORM SEWER
- WYE-TEE OR WYE CONNECTION (SEE NOTES)
- CONCRETE ENCASUREMENT FOR EXISTING SANITARY OR STORM SEWERS
- CONNECT TO EXISTING SERVICE LINE
- NON-SHEAR COUPLING
- IDOT CA-7

NOTES:

1. FOR PROPOSED STORM SEWER SERVICE  $\leq 6"$  ON RCP PIPE  $\geq 15'$ , CORSE THE PIPE AND USE A BOOT CONNECTION. (SEE ST. CHARLES ENGINEERING DESIGN MANUAL)
2. FOR PROPOSED STORM SEWER SERVICE  $\geq 8"$ , A MANHOLE SHALL BE INSTALLED.
3. FOR CONNECTING STORM OR STORM SEWER SERVICE TO AN EXISTING STORM OR STORM SEWER  $\geq 12"$ , REMOVE A SECTION OF PIPE AND INSTALL A WYE-TEE OR WYE-REDUCER.
4. FOR CONNECTING STORM SEWER SERVICE TO AN EXISTING STORM SEWER  $\geq 15'$ , CORRELATE SAW-CUT AND USE A HUB WYE OR TEE SADDLE CONNECTION.
5. FOR PROPOSED STORM OR STORM SEWER SERVICE, ENCASE ALL CONNECTIONS IN LOW STRENGTH CONCRETE TO PREVENT THE FITTINGS FROM ROTATING.
6. FOR TRENCHES WITHIN AN EXISTING PAVED SURFACE AREA, DOT CA-7 BACKFILL SHALL BE USED.

Diagram illustrating the connection of a stormwater discharge to a building's sewer system. The diagram shows a cross-section of a building wall and foundation. A 4" PVC DRAIN (SEE NOTE 3) is shown entering the building from the exterior, passing through the foundation, and connecting to an existing public storm sewer structure. The connection is made via a core & boot storm structure at the sump connection. The discharge is labeled as 1-1/2" SUMP PUMP DISCHARGE (TYP.) and is shown discharging into the sewer structure. A 2" AIR GAP MIN. is indicated between the discharge point and the sewer structure. The building's exterior wall is labeled FACE OF BUILDING. A SLEEVE AND CAULK OPENING is shown in the foundation where the drain enters.

NOTES:

3. IN THE CITY OF ST. CHARLES ALLOWS RESIDENTS TO CONNECT SUMP PUMP DISCHARGE LINES TO THE PUBLIC SEWER SYSTEM.
4. THE SUMP PUMP DISCHARGE SHALL BE DESIGNED WITH A MINIMUM 2" AIR GAP ABOVE THE RECEIVING PIPE.
5. 4" PVC 90° OR 20" PIPE MAY BE CONNECTED TO PUBLIC SEWER SYSTEM. SEE THE SUMP PUMP DISCHARGE SPECIFICATIONS AND REQUIREMENTS FOR ADDITIONAL INFORMATION.
6. IN NO EVENT SHALL THE SUMP PUMP DISCHARGE INTO THE SANITARY SEWER SYSTEM.
7. A PERMIT IS REQUIRED PRIOR TO ANY CONNECTION. A PLAN OF SURVEY SHALL BE SUBMITTED TO THE CITY ENGINEER TO DETERMINE THE POINT OF DISCHARGE AND CONNECTION TO THE SEWER SYSTEM. THE SITE PLAN SHALL ALSO INCLUDE PIPE SIZE, SLOPE, ELEVATIONS. CALL THE CITY 24 HOURS IN ADVANCE TO SCHEDULE AN INSPECTION.
8. IN AREAS WHERE NO REAR YARD STORM SYSTEMS ARE PRESENT, A SUMP PUMP DISCHARGE LINE MUST TERMINATE A MINIMUM OF TEN FEET FROM THE SIDE AND REAR PROPERTY LINES AND BE CONNECTED TO THE REAR WALL.

NOTES:

1. TRENCH BACKFILL MATERIAL SHALL CONSIST OF 100T CA-7 UNDER PAVED AREAS OR WITHIN ZONE OF INFLUENCE, OR EARTH BACKFILL IN NON-PAVED AREAS.
2. ALL MATERIALS SHALL BE PROPERLY COMPACTED PER SPECIFICATIONS, INUNDATION OR WATER JETTING ARE NOT ALLOWED.
3. ALL PUBLIC STORM SEWER SMALLER THAN 15" DIA. SHALL BE PVC PIPE SDR 26 WITH PUSH-ON GASKET JOINTS.
4. ALL TRENCH EXCAVATIONS SHALL MEET OSHA REQUIREMENTS.

### A. CURB BOX

MJELLER H-10300 WITH 1-1/4" I.D. UPPER  
SECTION AND 2" MINNEAPOLIS TAPPED BASE.  
A. X. McDONALD 5615 1-1/4"

## B. CURR. STC

MUELLER B-25155-N (1", 1½", 2")  
FORD B-44-444-Q-NL 1"  
B-44-666-Q-NL 1½"  
B-44-777-Q-NL 2"

A.Y. McDONALD  
Q SERIES BRA

- NOTES:
1. PIPE SIZE CAN VARY, BUT 1" MINIMUM. OTHER APPURTENANCES SHALL REFLECT SAME.
  2. COPPER PIPE SHALL BE ONE PIECE BETWEEN TAP AND CURB BOX.
  3. PLACE CURB BOX BETWEEN SIDEWALK AND PROPERTY LINE, AVOIDING SIDEWALKS & DRIVEWAY.
  4. MINIMUM OF 3' BETWEEN TAPS AND 3' TO NEAREST WATERMAIN JOINT.
  5. 1" SERVICE MAY BE DIRECTLY TAPPED INTO 6" OR LARGER MAIN. LARGER SERVICES REQUIRE A FULL CIRCUIT SADDLE MADE OF GRADE 304 STAINLESS STEEL WITH NYLON WASHERS AND NYLON GASKETS. SADDLES ON CAST IRON PIPE SHALL HAVE A MIN. WIDTH OF 6".
  6. FOR HOPE PIPE CONTACT THE PUBLIC WORKS DEPARTMENT.

USE NEENAH R-1713 WITH TYPE D GRATE, OR R-4340 IN DETENTION BASINS (OR APPROVED EQUAL)

3" MIN

24" (MIN) DIAMETER

3" MIN

TWO MAX. CONCRETE ADJUSTING RINGS, MORTARED (8" MAXIMUM)

15' TO 24"

1'0" MINIMUM

OUTLET

MORTAR ALL PIPE PENETRATIONS, BUT USE RUBBER BOOT IN SUBMERGED AREAS.

NOTES:

1. CATCH BASIN TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE.
2. CATCH BASIN MUST CONFORM TO ASTM C-478.
3. NON-PRECAST OPENINGS SHALL BE CORED.
4. MAXIMUM DEPTH FROM INVERT OF OUTLET PIPE TO TOP OF FRAME SHALL NOT EXCEED 42 INCHES. IF DESIGN OR CONSTRUCTION REQUIRES DEPT. BEYOND 42 INCHES, STRUCTURE SHALL BE REVISED TO A 48 INCH DIAMETER TYPE A CATCH BASIN.

Plot Date: Aug 12, 2024 - 9:59am Plotted By: mila-o  
File Name: F:\2024\24007\Drawings\Final Engineering\24007-Engineering.dwg



### PROPOSED PLANT SCHEDULE

| SYMBOL                                                                              | KEY | COMPILE/PLANT NAME                                                                                                          | SIZE        | CONDITION | SPACING | QUANTITY   |
|-------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------|-------------|-----------|---------|------------|
|  |     | <b>BRADE TREES</b>                                                                                                          |             |           |         |            |
|                                                                                     | AL  | REDMOND AMERICAN LINDEN<br>TULSA AMERICAN                                                                                   | 2 1/2" CAL. | 8.8 B     |         | SPECIMEN 1 |
|                                                                                     | GP  | PRINCETON BENTLEY GRINDO<br>GRINDO BLENDA                                                                                   | 2 1/2" CAL. | 8.8 B     |         | SPECIMEN 1 |
|                                                                                     | HL  | SPYRUM HOMER/CLOUT<br>GLEED/STRA THACANTHUS VAR. INFERMS                                                                    | 2 1/2" CAL. | 8.8 B     |         | SPECIMEN 1 |
|  |     | <b>ORNAMENTAL TREES</b>                                                                                                     |             |           |         |            |
|                                                                                     | ER  | DAUTON REBLOO<br>CERROS CACANAS                                                                                             | 6" HT.      | 8.8 B     |         | SPECIMEN 2 |
|                                                                                     | FC  | RED JEWEL FLOWERING CHERRYAPPLE<br>BIRUS SPECIES                                                                            | 6" HT.      | 8.8 B     |         | SPECIMEN 2 |
|                                                                                     | RH  | RIVER BIRCH<br>BETULA NIGRA                                                                                                 | 6" HT.      | 8.8 B     |         | SPECIMEN 2 |
|                                                                                     | SS  | ALLEGHENY SERVICEBERRY<br>MELANCHOLY                                                                                        | 6" HT.      | 8.8 B     |         | SPECIMEN 2 |
|  |     | <b>EVERGREEN SHRUBS</b>                                                                                                     |             |           |         |            |
|                                                                                     | DY  | DEKNE VYF<br>TAXUS & MAIDA GENIFORMS                                                                                        | 8" HT.      | 8.8 B     | 7.0 C   | 8          |
|                                                                                     | EA  | ENGLISH GREEN ABROTAS<br>PRALIA OCCIDENTALS (BARKAW)                                                                        | 9" HT.      | 8.8 B     | 4.9 C   | 11         |
|                                                                                     | KJ  | KALF JAMPER<br>AUCUPITUS CHINENSIS VAR. KALAYS COMPACT                                                                      | 8" HT.      | 8.8 B     | 7.0 C   | 10         |
|  |     | <b>DECIDUOUS SHRUBS</b>                                                                                                     |             |           |         |            |
|                                                                                     | AC  | ASHUP ALPINE CURBANT<br>RIBES ALPIMUM GREEN MOUND                                                                           | 24"         | 8.8 B     | 7.0 C   | 24         |
|                                                                                     | AV  | ARROWWOOD VIBURNUM<br>VIBURNUM DENTATUM CHYCHO LUSTRE                                                                       | 36"         | 8.8 B     | 4.9 C   | 11         |
|                                                                                     | CI  | PROBOLUS WHITE CHERRYBERRY<br>ARISA MAELNOCARP MORTON                                                                       | 24"         | 8.8 B     | 7.0 C   | 12         |
|                                                                                     | KD  | KODAK RED DERRILLA<br>DERRILLA C208811                                                                                      | 24"         | 8.8 B     | 7.0 C   | 11         |
|                                                                                     | LH  | LIMBLOUT THORAGORA<br>THORAGORA PANCOLATA                                                                                   | 36"         | 8.8 B     | 4.9 C   | 8          |
|                                                                                     | ML  | MEL VIL LAC<br>SYRINGA PAULIA                                                                                               | 24"         | 8.8 B     | 7.0 C   | 11         |
|                                                                                     | SG  | GOLDFAKE SPIREA<br>SPIREA X BALSALIA                                                                                        | 24"         | 8.8 B     | 7.0 C   | 11         |
|  |     | <b>GROUNDCOVERS AND PERENNIALS</b>                                                                                          |             |           |         |            |
|                                                                                     | EC  | PURPLEFALE WINTERCHERRY<br>GLORY DODGE PLANT VAR. COLORATUS                                                                 | QT.         | CONTR.    | 1.0 C   | 460        |
|                                                                                     | KG  | KALK FORSTERIA FEATHER RED GRASS<br>CALAMAGROSTIS ACUTIFLORA                                                                | 30"         | CONTR.    |         | 29         |
|  |     | <b>PERENNIALS</b>                                                                                                           |             |           |         |            |
|                                                                                     | PH1 | PERENNIAL MIX #1<br>STELLATA DE OXYDALY Y HEMEROCALLIS SPECIES 80%<br>RUSSIAN GAGE PERVOYATIA TRIFOLIOLATA LITTLE SPEAR 40% | 10" CONTR.  |           |         | 22         |
|                                                                                     | PH2 | PERENNIAL MIX #2<br>AUTUMN MOON DASH #1 BELLULARIA PAUSINIENSIS 80%<br>KIT CAT KANTAN / NEPETA FAUSINIENSIS 40%             | 10" CONTR.  |           | 1.5 C   | 100        |
|                                                                                     | PH3 | PERENNIAL MIX #3<br>CHERRY PRINCE SPOROBOLUS / SPOROBOLUS SPICATUS 50%<br>KOBOLD GAGE FEATHER / LATRIS SPICATA 40%          | 10" CONTR.  |           | 2.0 C   | 65         |
|  |     | <b>ROCKING PERENNIALS</b>                                                                                                   |             |           |         |            |
|                                                                                     | SD  | BOO (JULIAGENS VARIETY)                                                                                                     | 8" Y.       | CONTR.    | 7.0 C   | 50         |

## LANDSCAPE PLAN NOTES

1. ALL PROPOSED SLOPE DRUG AND/OR TIE INCHES TO RECEIVE 2% DRAINAGE TO THE PROPOSED MUD (PERMANENT/GRANDCROUCHOVERS TIE).
2. REPAIR ALL EXISTING TIE AREAS DISTURBED DURING CONSTRUCTION (JOB).
3. ALL TIE INCHES - PROPERTY LINE TO ADEQUATELY EXCEED THE PROPOSED SLOPE.
4. CONTRACTOR SHALL LOCATE THE EXISTENCE OF UTILITIES PRIOR TO STARTING WORK.
5. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE EXISTING PLANT MATERIAL QUANTITIES SHOWN ON THE EXISTING PLANS.
6. ALL PLANT MATERIALS SHALL BE SUBJECT TO THE GUIDELINES ESTABLISHED BY THE CURRENT CITY OF CHICAGO PLANTING STANDARDS. PLANTING MATERIALS SHALL BE OF THE QUALITY OF NURSERYMEN OR EQUIVALENT "NO YOUNG GRAIN" MATERIAL SHALL BE ACCEPTED.
7. ALL PLANT MATERIAL SHALL BE MADE IN RELATIONSHIP TO FINISHED GRADE AS SPECIFIED.
8. ALL PLANTS SHALL BE Balled and Wrapped OR CONTAINER GROWN AS SPECIFIED. NO PLANTS SHALL BE PLANTED IN THE GROUND UNLESS SPECIFICALLY NOTED ON THE PLANS. MATERIAL MADE OF SYNTHETIC OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING.
9. ALL PLANTINGS SHALL BE WATERED DURING THE FIRST 48 HOURS AFTER PLANTING. CONTINUED TENDING TO BE REQUIRED FOR PLANTINGS THAT ARE PLANTED AROUND ROOT BALLS.
10. CONTRACTOR IS RESPONSIBLE FOR WATERING AND SPACING UNDER TIME OF KNOTTING.
11. IMPORTED TOPSOIL AND SPREADING BY EXCAVATING CONTRACTOR.
12. ALL PROPOSED TREES SETTING BE PLANT BEDS SHALL RECEIVE A 4" MULCH RING AROUND THE TRUNK.
13. ALL PLANTS AND STAKES SHALL BE SET PLUMS. UNLESS OTHERWISE NOTED, IF IT IS THE CONTRACTOR'S INTENTION TO PLANT TREES, THE CONTRACTOR SHALL PROVIDE ALL PLANT BEDS PLUMS UNTIL END OF QUARTANTY PERIOD. IF STAKING OF TREES IS NOT REQUIRED, REMOVAL OF THE STAKES AND PLUMS IS UNNECESSARY (REMOVE ALL NON-BEADABLE MATERIAL).
14. INFORMATION CONTAINED IN PLAN NOTES TAKES PRECEDENCE OVER INFORMATION IN SCHEDULE.
15. VERY BITE CONDITIONS AND INFORMATION IN DRAWINGS. PROMPTLY REPORT ANY INFORMATION TO THE ARCHITECT IMMEDIATELY. THE ARCHITECT'S RESPONSE AND THE PLANS OR OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED FOR UNAUTHORIZED CHANGES.
16. ALL PLANTING BEDS SHOULD BE DECATALIZED.
17. REMAIN ALL GRANDCROUCHOVERS TIE INCHES TO THE SINK AND COMPOST MAT TIE TO PLANTING. PLANTING TOPSOIL TO BE PLANTED TO THE SINK AND COMPOST MAT TIE TO PLANTING.
18. FARMWAY TIES WILL BE TO NO LOWER THAN 6" ABOVE GRADE.

## LANDSCAPE DATA

|                         |                  |
|-------------------------|------------------|
| PROPOSED SITE AREA      | 15,664 S.F.      |
| PROPOSED LANDSCAPE AREA | 5,240 S.F. (33%) |
| REQUIRED LANDSCAPE AREA | 2,350 S.F. (15%) |

**NOTE:** FOR "EXISTING TREE LIST", SEE "TREE SURVEY & PRESERVATION PLAN". SHEET L2.0



Know what's **below**.  
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**Note:**  
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.



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FINAL  
LANDSCAPE PLAN  
LOTS 7-12 IN THE OAKS  
OF ST. CHARLES

Project Manager: M L  
Engineer: M L  
Date: 02.05.20  
Project No. 24-0  
Sheet **L1.0**

EXISTING TREE LIST

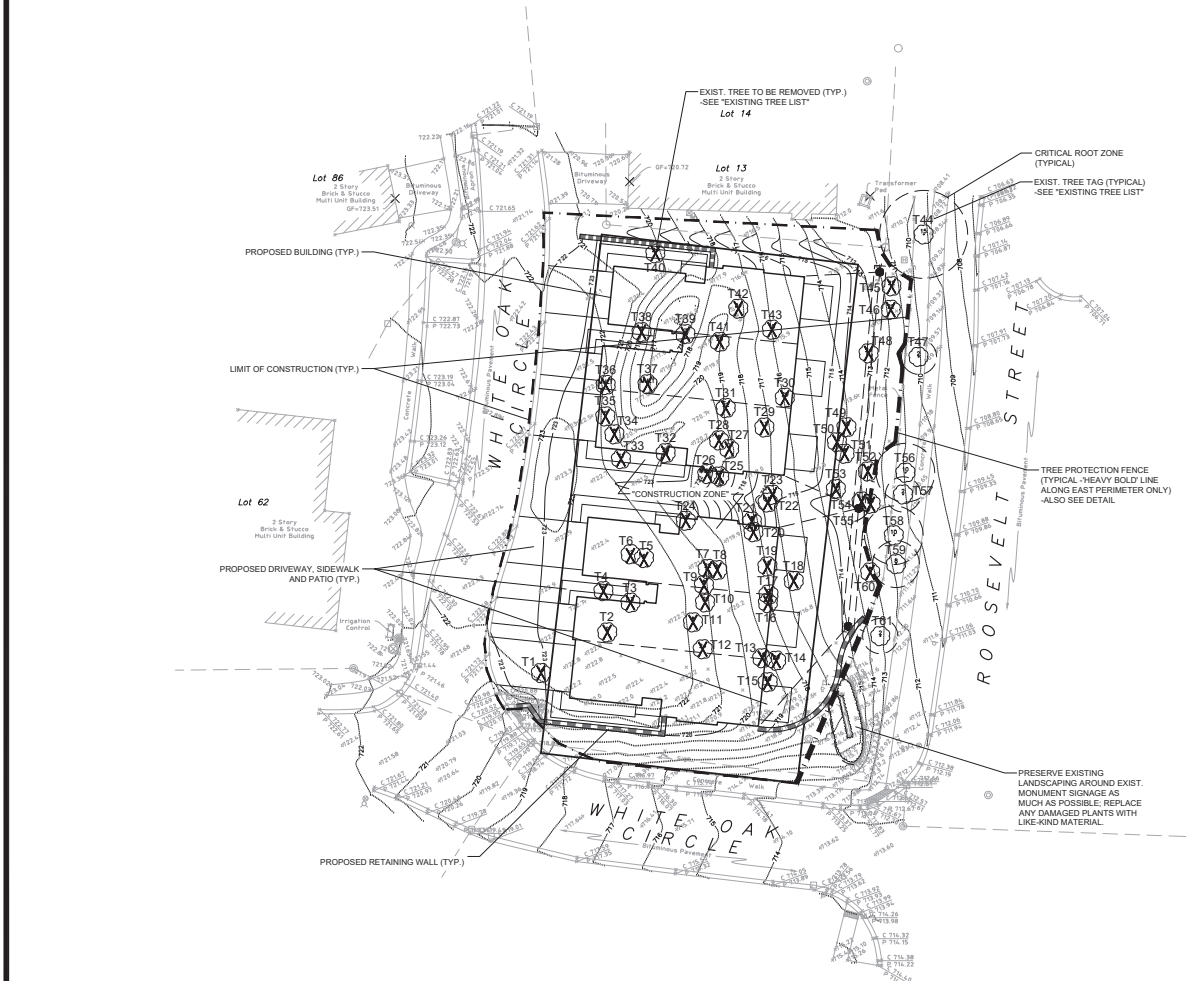
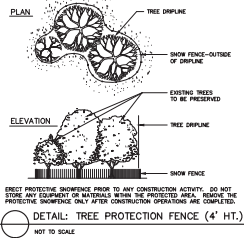
| TREE # | COMMON NAME           | BOTANICAL NAME                | SIZE (DBH, INCHES) | CONDITION | PRESERVATION METHOD            |
|--------|-----------------------|-------------------------------|--------------------|-----------|--------------------------------|
| 1      | PEAR                  | PYRUS SPECIES                 | 14                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 2      | MLBERRY               | MORUS SPECIES                 | 8                  | POOR      | REMOVE - 10 DEAD               |
| 3      | ELM SBERIAN           | ULMUS PUBEA                   | 13                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 4      | ELM SBERIAN           | ULMUS PUBEA                   | 6                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 5      | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 6                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 6      | ELM                   | ULMUS SPECIES                 | 12                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 7      | WHITE OAK             | QUERCUS ALBA                  | 22                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 8      | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 9                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 9      | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 8                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 10     | BLACK WALNUT          | JUGLANS NIGRA                 | 21                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 11     | BLACK WALNUT          | JUGLANS NIGRA                 | 8                  | FAR-POOR  | REMOVE - CONSTRUCTION CONFLICT |
| 12     | MLBERRY               | MORUS SPECIES                 | 24                 | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 13     | BOXELDER              | ACER NEGUNDO                  | 18                 | DEAD      | REMOVE - DEAD                  |
| 14     | ELM AMERICAN          | ULMUS AMERICANA               | 20                 | GOOD      | REMOVE - CONSTRUCTION CONFLICT |
| 15     | BOXELDER              | ACER NEGUNDO                  | 30                 | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 16     | WHITE OAK             | QUERCUS ALBA                  | 18                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 17     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 9                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 18     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 14                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 19     | BLACK WALNUT          | JUGLANS NIGRA                 | 18                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 20     | BUR OAK               | QUERCUS MACROCARPA            | 11                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 21     | BLACK CHERRY          | PRUNUS SEROTINA               | 8                  | DEAD      | REMOVE - DEAD                  |
| 22     | BOXELDER              | ACER NEGUNDO                  | 18                 | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 23     | BLACK CHERRY          | PRUNUS SEROTINA               | 13                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 24     | BLACK CHERRY          | PRUNUS SEROTINA               | 8                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 25     | MLBERRY               | MORUS SPECIES                 | 7                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 26     | MLBERRY               | MORUS SPECIES                 | 14                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 27     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 7                  | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 28     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 6                  | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 29     | BOXELDER              | ACER NEGUNDO                  | 13                 | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 30     | BOXELDER              | ACER NEGUNDO                  | 20                 | DEAD      | REMOVE - DEAD                  |
| 31     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 22                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 32     | MLBERRY               | MORUS SPECIES                 | 20                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 33     | MLBERRY               | MORUS SPECIES                 | 11                 | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 34     | MLBERRY               | MORUS SPECIES                 | 8                  | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 35     | MLBERRY               | MORUS SPECIES                 | 6                  | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 36     | MLBERRY               | MORUS SPECIES                 | MULTI 8            | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 37     | BOXELDER              | ACER NEGUNDO                  | MULTI 18, 19       | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 38     | MLBERRY               | MORUS SPECIES                 | 9                  | POOR      | REMOVE - CONSTRUCTION CONFLICT |
| 39     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 7                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 40     | BOXELDER              | ACER NEGUNDO                  | 24                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 41     | MLBERRY               | MORUS SPECIES                 | 26                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 42     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 24                 | GOOD      | REMOVE - CONSTRUCTION CONFLICT |
| 43     | BLACK WALNUT          | JUGLANS NIGRA                 | 19                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 44     | MLBERRY               | MORUS SPECIES                 | 15                 | FAR-POOR  | PRESERVE                       |
| 45     | BLACK WALNUT          | JUGLANS NIGRA                 | 22                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 46     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 22                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 47     | THORNLESS HONEYLOCUST | GLEDETIA FRACONIS VARI. NERMS | 2                  | GOOD      | PRESERVE                       |
| 48     | BLACK WALNUT          | JUGLANS NIGRA                 | 24                 | GOOD      | REMOVE - CONSTRUCTION CONFLICT |
| 49     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 10                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 50     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 12                 | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 51     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 8                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 52     | ELM AMERICAN          | ULMUS AMERICANA               | 4                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 53     | BLACK CHERRY          | PRUNUS SEROTINA               | 10                 | DEAD      | REMOVE - DEAD                  |
| 54     | BOXELDER              | ACER NEGUNDO                  | 10                 | POOR      | REMOVE - 10 DEAD               |
| 55     | BLACK WALNUT          | JUGLANS NIGRA                 | 10                 | FAR-POOR  | REMOVE - CONSTRUCTION CONFLICT |
| 56     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 10                 | FAR       | PRESERVE                       |
| 57     | NORTHERN CATALPA      | CATALPA SPECIOSA              | 2                  | FAR       | PRESERVE                       |
| 58     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 10                 | FAR       | PRESERVE                       |
| 59     | COMMON HACKBERRY      | CELTIS OCCIDENTALIS           | 8                  | FAR       | PRESERVE                       |
| 60     | BUR OAK               | QUERCUS MACROCARPA            | 8                  | FAR       | REMOVE - CONSTRUCTION CONFLICT |
| 61     | MAPLE FREEMAN         | ACER FREEMANNI                | 2                  | FAR       | PRESERVE                       |

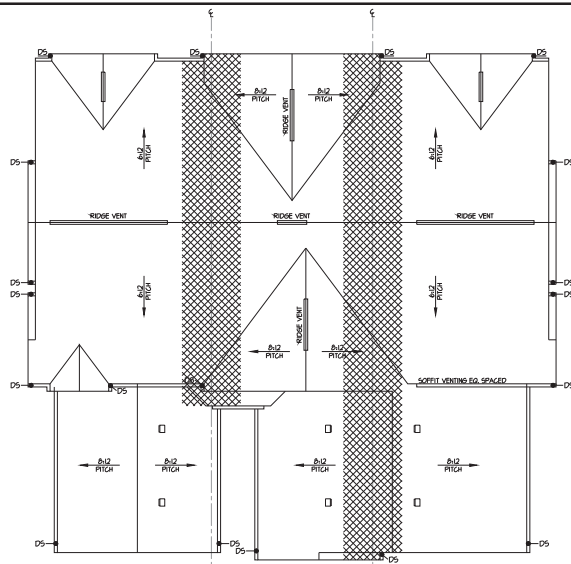
Tree Survey Performed by J. Davito 5/20/24

TREE PRESERVATION NOTES

1. TREE PRESERVATION PLAN NOTES

- A. ALL GRADING AND CONSTRUCTION EQUIPMENT SHALL BE FORBIDDEN FROM ENCRANCHING WITHIN THE ROOT ZONE OF A TREE TO BE PRESERVED. NO EXCESS SOIL, ADDITIONAL FILL, LIQUIDS OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE ROOT ZONE OF ANY TREE THAT IS REQUIRED TO BE PRESERVED.
- B. CRUSHED LIMESTONE HYDROCARBONS AND OTHER MATERIALS DETRIMENTAL TO TREES SHALL NOT BE DUMPED WITHIN THE ROOT ZONE OF ANY TREE NOR AT ANY HIGHER LOCATION WHERE DRAINAGE TOWARD THE TREE COULD CONSERVATIVELY AFFECT THE HEALTH OF THE TREE.
- C. APPROPRIATE FENCING (SEE DETAIL) SHALL TEMPORARILY BE INSTALLED AT THE PERIPHERY OF THE ROOT ZONE OF TREES AND PLANT MATERIAL DESIGNATED FOR PRESERVATION AS INDICATED ON THE PLAN. IN AREAS OF HEAVY PLANTING AND ADJACENT TO EX. CURBING THAT IS TO REMAIN, INSTALL FENCING AS CLOSE TO SACK OF CURB AS POSSIBLE.
- D. ALL REQUIRED FENCING SHALL BE IN PLACE PRIOR TO CONSTRUCTION ACTIVITY. THE FENCING SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FENCING MUST BE SECURED TO V.L. HARDWOOD POSTS DRIVEN INTO THE GROUND AND SPACED NO FURTHER THAN 7' APART, OR CLOSER AS NECESSARY. IF A 1' FENCE IS NOT LOCATED AT PROPERTY LINE, EXTENDED FENCING OFF SITE TO ADJACENT CURB IN ORDER TO PROTECT ALL LANDSCAPE AREAS BELOW THE TREE'S CRITICAL ZONE.
- E. NO ATTACHMENTS, FENCES OR WIRES, OTHER THAN APPROVED MATERIALS FOR BRACING, CLIPPING OR WRAPPING SHALL BE ATTACHED TO ANY VEGETATION DURING THE CONSTRUCTION PERIOD.
- F. DURING CONSTRUCTION, ALL REASONABLE STEPS NECESSARY TO PREVENT THE DESTRUCTION OR DAMAGE OF TREES (OTHER THAN THOSE SPECIFIED TO BE REMOVED) SHALL BE TAKEN.
- G. NO SOIL IS TO BE REMOVED FROM WITHIN THE ROOT ZONE OF ANY TREE THAT IS TO REMAIN.
- H. TREE PROTECTION FENCE TO BE EXTRUDED POLYETHYLENE, COLOR TO BE BRIGHT SAFETY ORANGE.
- I. IN AREAS OF GRADING ACTIVITY (EXCAVATION ONLY), WHERE CRITICAL ROOT ZONES OF OFF SITE TREES CROSS THE PROPERTY LINE, A 4' DEEP TRENCH SHOULD BE EXCAVATED PARALLEL TO THE PROPERTY LINE TO HELP CLEARLY CUT THE ROOTS.



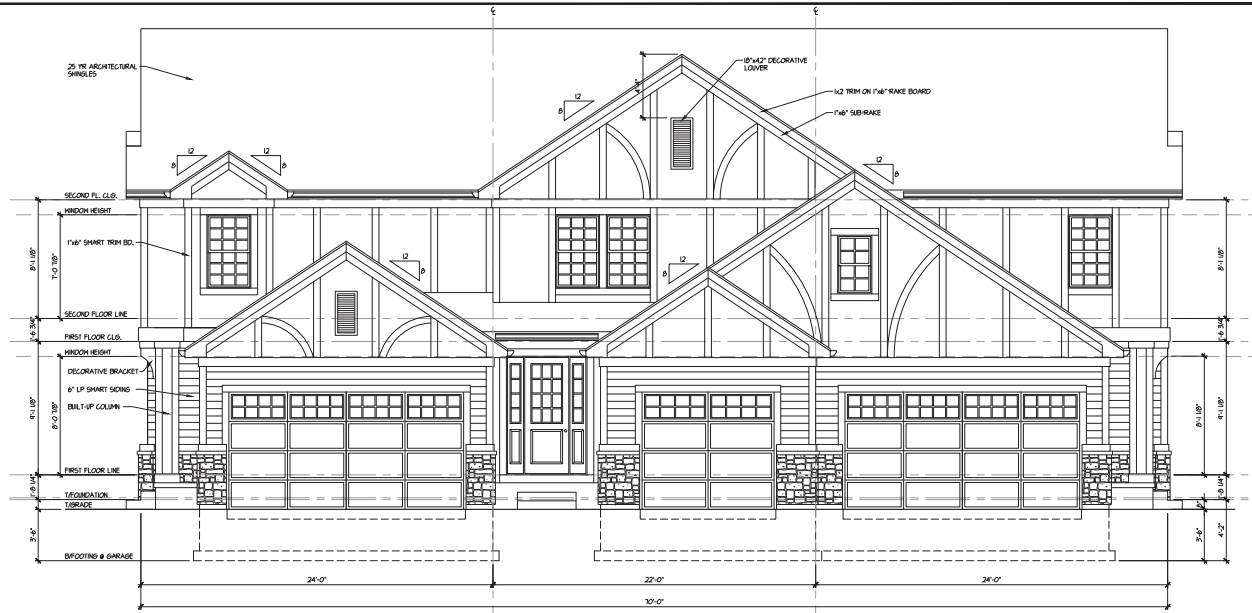


ROOF ASSEMBLY PLAN  
SCALE: 1/8" = 1'-0"

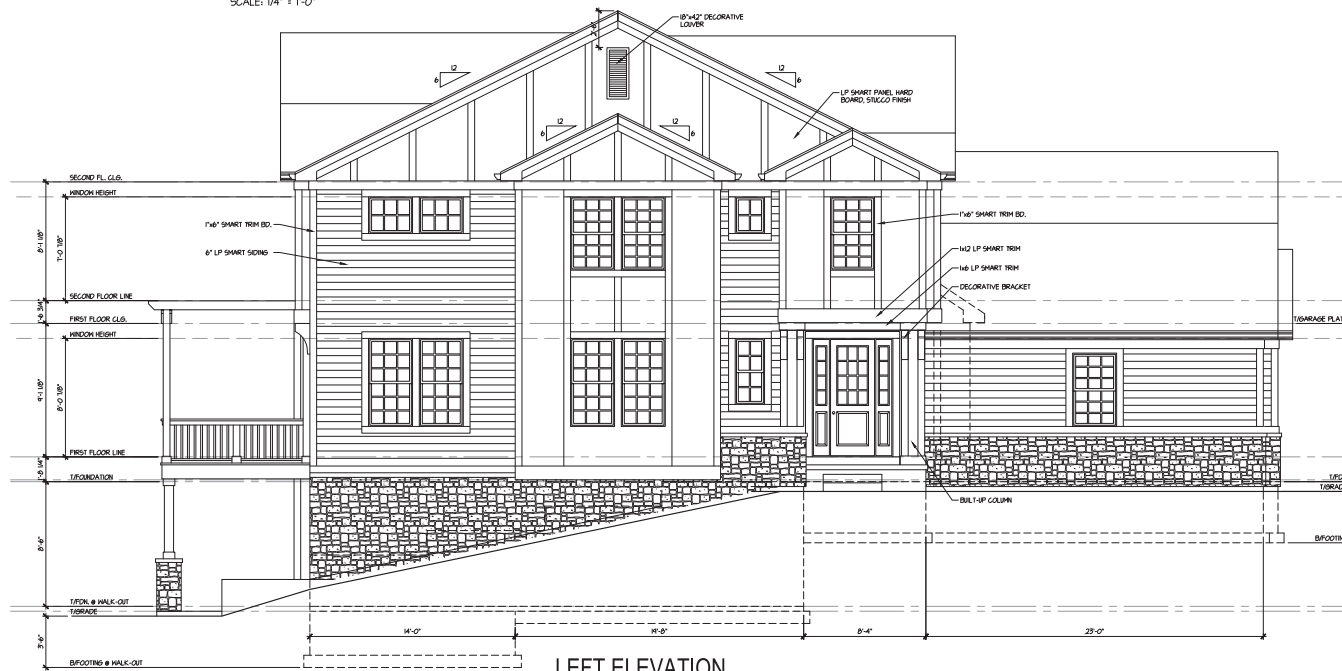
DOWNSPUTS MUST NOT  
DRAIN INTO OR TOWARD  
ADJACENT PROPERTIES -  
SEE ENGINEERING PLANS

| ATTIC VENTILATION SCHEDULE (2012 IRC) |                           |                                           |                                         |         |      |         |        |         |                                         |         |     |
|---------------------------------------|---------------------------|-------------------------------------------|-----------------------------------------|---------|------|---------|--------|---------|-----------------------------------------|---------|-----|
| AREA                                  | ATTIC AREA<br>SQUARE FEET | TOTAL NET FREE VENTILATION<br>SQUARE FEET | MINIMUM VENTILATION REQUIRED (2012 IRC) |         |      |         |        |         | MINIMUM VENTILATION REQUIRED (2012 IRC) |         |     |
|                                       |                           |                                           | SOFFIT                                  |         | ROOF |         | SOFFIT |         | ROOF                                    |         |     |
|                                       |                           |                                           | AREA                                    | PERCENT | AREA | PERCENT | AREA   | PERCENT | AREA                                    | PERCENT |     |
| END UNIT 1                            | 495                       | 418                                       | 254                                     | 267     | 250  | 25      | 44     | 254     | 226                                     | 4       | 0   |
| BARNDROP ROOF                         | 296                       | 291                                       | 124                                     | 18      | 120  | 12      | 88     | 124     | 0                                       | 0       | 100 |
| WINDWARD UNIT                         | 454                       | 450                                       | 224                                     | 278     | 260  | 25      | 88     | 224     | 26                                      | 0       | 0   |
| BARNDROP ROOF                         | 331                       | 322                                       | 0                                       | 41      | 40   | 4       | 83     | 0       | 0                                       | 100     | 2   |
| END UNIT 2                            | 405                       | 418                                       | 226                                     | 264     | 250  | 25      | 84     | 226     | 228                                     | 4       | 0   |
| BARNDROP ROOF                         | 456                       | 291                                       | 124                                     | 18      | 120  | 12      | 88     | 124     | 0                                       | 0       | 100 |

NOTES:  
1. THIS SCHEDULE WAS CALCULATED BY ASSUMING THE ROOF, ATTIC, AND SOFFIT ARE ALL 12' x 12' SQUARE. IF ANY OTHER SIZE IS USED, THE USER MUST ADJUST THE VENTILATION REQUIREMENTS. THE USER MUST ALSO ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
2. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
3. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
4. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
5. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
6. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
7. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
8. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
9. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.  
10. THE USER MUST ADJUST THE VENTILATION REQUIREMENTS TO ACCOUNT FOR ANY OTHER ROOF, ATTIC, AND SOFFIT SIZES.



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



LEFT ELEVATION  
SCALE: 1/4" = 1'-0"

| TYPICAL ROOF NOTES                                            |                          |
|---------------------------------------------------------------|--------------------------|
| TYPICAL ROOF PITCHES                                          |                          |
| 1/2" TYP. FRONT TO BACK                                       | 12/12" TYP. SIDE TO SIDE |
| TYPICAL RAKE & EAVE OVERHANGS                                 |                          |
| 12" SIDE RAKES                                                | 12" FRONT RAKES          |
| UNLESS NOTED OTHERWISE                                        |                          |
| NOTES:                                                        |                          |
| 1. ADJUST RAFTERS AS REQUIRED TO MAINTAIN SPECIFIED           |                          |
| 2. INSTALL AIR BARRIERS BETWEEN ROOFES IN THE ATTIC. ABOVE    |                          |
| 3. CARPENTER MUST CUT VENTILATION OPENINGS IN UNDERLAY        |                          |
| 4. PROVIDE 2" x 4" WATER SHIELD FROM EAVE TO 24 INCHES INSIDE |                          |
| 5. VALLEY FLASHING TO GUTTER WITH THE WRAP-UP                 |                          |
| 6. PROVIDE MINIMUM NET FREE CROSS VENTILATION AREA. FOR       |                          |
| 7. SOFFIT VENT PRODUCT TO BE 1" MIN. x 12" SQ. IN. IF         |                          |
| 8. ROOF VENT PRODUCT TO BE 1" x 12" SQ. IN. IF                |                          |
| 9. PROVIDE POT VENTS WHERE CALLED FOR & 20" SQ. IN. VENT      |                          |

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**TLH ARCHITECTS & DEVELOPERS LTD.**

TRAVIS L. HODMAN  
ARCHITECT  
LONG GROVE, ILLINOIS  
PH: (815) 772-8443

NO. DATE BY ISSUED FOR

|   |          |    |                           |
|---|----------|----|---------------------------|
| 1 | 02/23/24 | TH | Final Plan Evaluation     |
| 2 | 02/23/24 | TH | Building Permit Submittal |
| 3 | 06/27/24 | TH | Lot Configuration Change  |

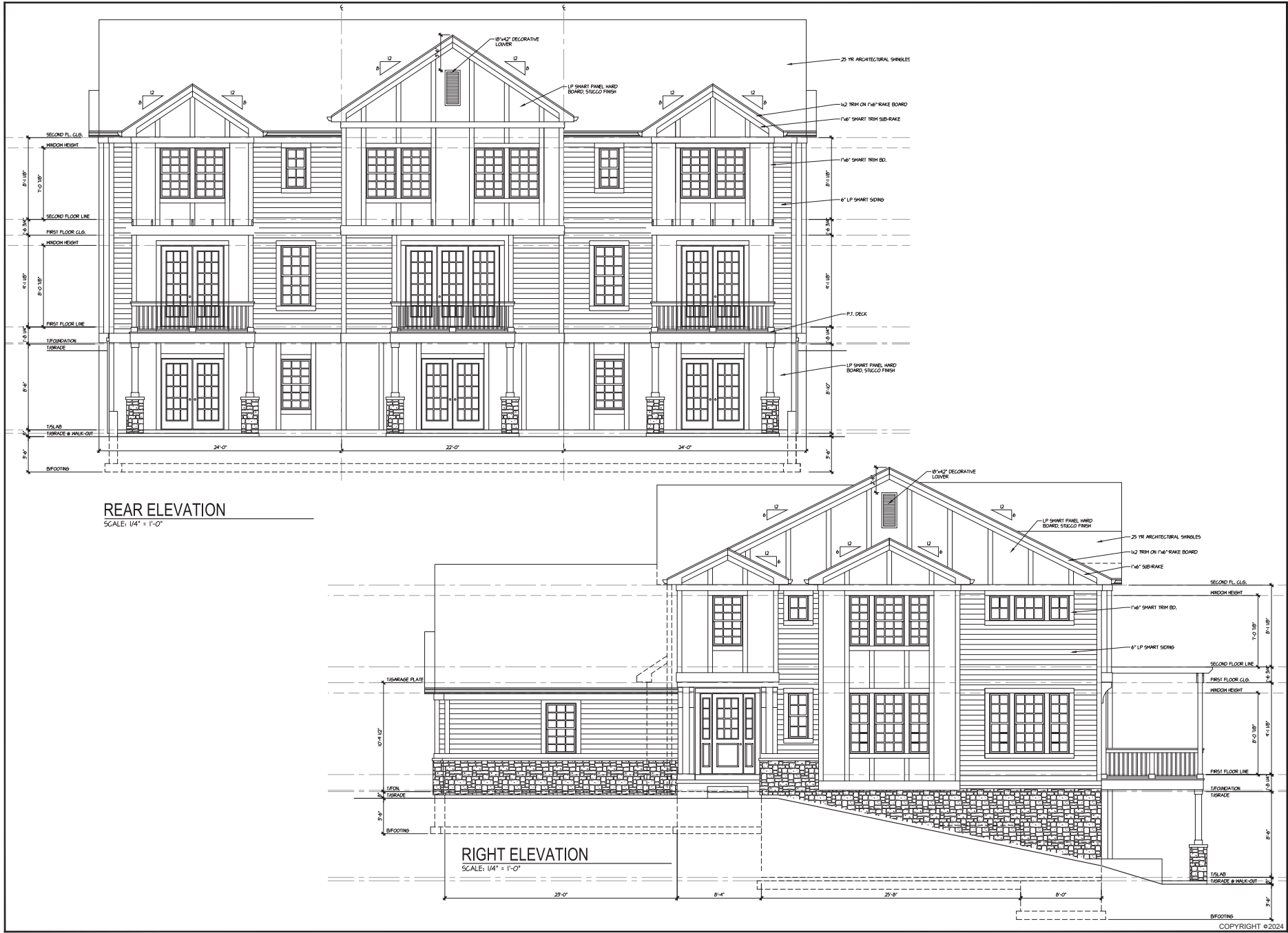
**The Oaks of St. Charles TH**  
7-12 White Oak Circle  
St. Charles, Illinois  
Elevations and Roof Plan

DATE: 02/29/2024  
DRAWN BY: K.K.  
CHECKED BY: T.H.  
PROJECT NO: --

Sheet No.

**A1.1**

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**TLH ARCHITECTS & DEVELOPERS LTD.**  
TRAVIS L. HODMAN  
ARCHITECT  
LONG GROVE, ILLINOIS  
PH: (847) 772-8443

| NO. | DATE     | BY | ISSUED FOR                |
|-----|----------|----|---------------------------|
| 1   | 02/23/24 | TH | PUD Plan Evaluation       |
| 2   | 02/23/24 | TH | Building Permit Submittal |
| 3   | 06/27/24 | TH | Lot Configuration Change  |
| 4   | -        | -  | -                         |
| 5   | -        | -  | -                         |
| 6   | -        | -  | -                         |
| 7   | -        | -  | -                         |
| 8   | -        | -  | -                         |

**The Oaks of St. Charles TH**  
7-12 White Oak Circle  
St. Charles, Illinois  
Elevations

|             |            |
|-------------|------------|
| DATE:       | 02/29/2024 |
| DRAWN BY:   | K.K.       |
| CHECKED BY: | T.H.       |
| PROJECT NO. | -          |

Sheet No.  
**A1.2**

State of Illinois )  
 ) ss.  
Counties of Kane and DuPage )

## Certificate

I, NANCY GARRISON, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

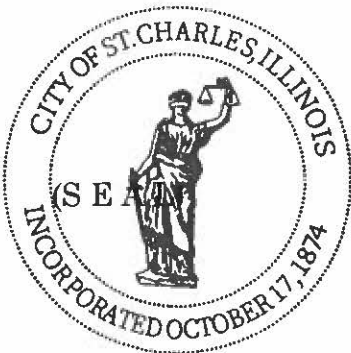
I further certify that on **August 19, 2024**, the Corporate Authorities of such municipality passed and approved **Ordinance No. 2024-Z-17** entitled:

**Ordinance Granting Approval of a PUD Preliminary Plan for The Oaks Lots 7-12,  
Fox Glade PUD.**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 2024-Z-17**, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on **August 19, 2024**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

**DATED** at St. Charles, Illinois, this 19<sup>th</sup> day of August 2024.



*Nancy Garrison*  
Municipal Clerk

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      |                                                                                                                     |                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <br>CITY OF<br>ST. CHARLES<br>ILLINOIS • 1834                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |                                                                                                                     | Agenda Item number: 4b                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Title:                               | <b>Recommendation to Approve a Resolution for an Outdoor Café Layout for the First Street Plaza for Summer 2025</b> |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Presenter:                           | <b>Derek Conley, Economic Development Director</b>                                                                  |                                               |
| <b>Meeting:</b> Planning & Development Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      | <b>Date:</b> March 10, 2025                                                                                         |                                               |
| <b>Proposed Cost:</b> \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      | <b>Budgeted Amount:</b> \$                                                                                          | <b>Not Budgeted:</b> <input type="checkbox"/> |
| <p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>The City Code allows businesses in the CBD-1 Central Downtown Business District to utilize public sidewalks and plazas for outdoor cafés, subject to meeting certain standards. Outdoor dining permits for the summer season will continue to be broken down into 2 – 100 permits period. The first period is from April 15 to July 23, and the second period from July 24 to October 31. Attached to the packet is the 2025 outdoor dining layout. The total outdoor dining area is estimated to be 9,150 square feet and can accommodate approximately 396 seats. Below are descriptions of the dining layout for each restaurant as they compare to the 2024 outdoor dining season.</p> <p><b><u>Alter Brewing</u></b></p> <p>Alter Brewing outdoor dining layout will be the same as the 2024 season. The square footage would be approximately 1,850 and accommodate approximately 84 seats.</p> <p><b><u>La Zaza's</u></b></p> <p>La Zaza's outdoor dining layout will be the same as the 2024 season. The square footage would be approximately 2,150 and accommodate approximately 88 seats.</p> <p><b><u>La Mesa</u></b></p> <p>La Mesa's outdoor dining layout will be the same as the 2024 season. The square footage would be approximately 2,150 and can accommodate approximately 80 seats, including the couch setup.</p> <p><b><u>Gia Mia</u></b></p> <p>Gia Mia's proposed outdoor dining layout for McNally's will be changed from the 2024 season. The square footage would increase from 950 square to approximately 1200. This increase would result in a net gain of approximately 20 seats for a total of approximately 60 seats.</p> <p><b><u>McNally's</u></b></p> <p>McNally's proposed outdoor dining layout for McNally's will be changed from the 2024 season. In 2024, McNally's had approximately 1,100 square feet and could accommodate 52 seats. City Council has given staff direction to remove the middle portion of the existing sound barrier wall on the western edge of the plaza. This project is budgeted and work is expected to be completed before the outdoor dining season starts. Creating an opening in the wall will allow for increased flow through the plaza and allow more outdoor dining area for McNally's. If approved the outdoor dining would increase to 2,050 square feet and an estimated 84 seats.</p> |                                      |                                                                                                                     |                                               |
| <b>Attachments</b> (please list): EXHIBIT A: Outdoor Café Layout for the First Street Plaza                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |                                                                                                                     |                                               |
| <b>Recommendation/Suggested Action</b> (briefly explain): Recommendation to Approve a Resolution for an Outdoor Café Layout for the First Street Plaza for Summer 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      |                                                                                                                     |                                               |

**City of St. Charles, Illinois**  
**Resolution No. 2025-\_\_\_\_\_**

**Resolution Approving an Outdoor Café Layout for the First Street  
Plaza for Season 2025**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafés in Public Places” of the St. Charles Municipal Code, Section B.2, provides that the City Council shall authorize a plan for the layout of Outdoor Cafés on the First Street Plaza.

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

WHEREAS, The City Administrator is authorized to issue Outdoor Café Permit for the First Street Plaza, per Section 12.04.102, for Season 2025, in accordance with the Outdoor Café Layout attached as Exhibit “A”.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of March 2025.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of March 2025.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of March 2025.

\_\_\_\_\_  
Lora A. Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

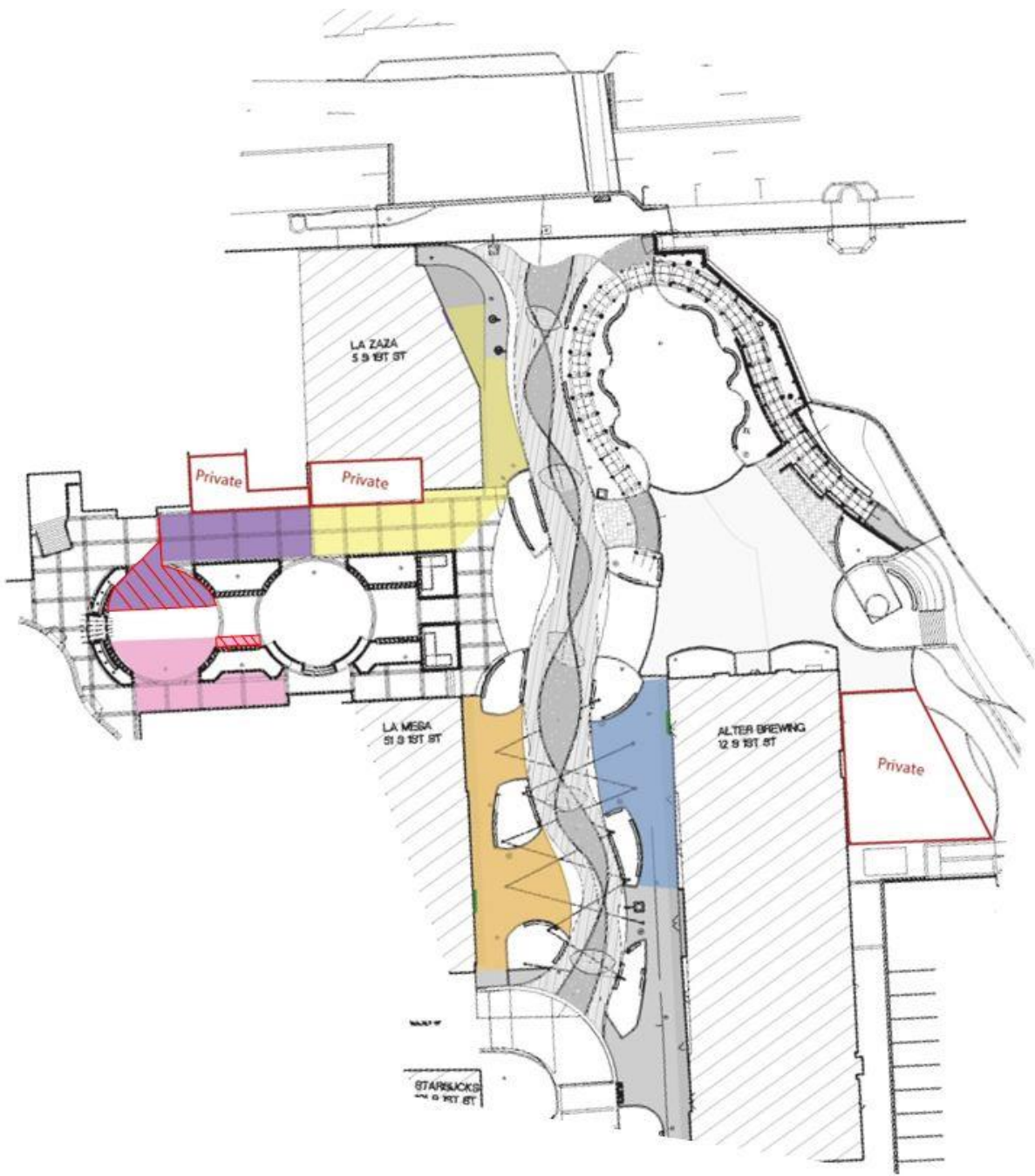
Ayes:

Nays:

Absent:

Abstain:

EXHIBIT "A"  
Outdoor Café Layout for the First Street Plaza for Summer 2025



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      |                                                                                                                                                                                                        |                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <br>CITY OF<br>ST. CHARLES<br>ILLINOIS • 1834                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |                                                                                                                                                                                                        | Agenda Item number: 4c                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Title:                               | <b>Recommendation to approve amending Title 12 “General Provisions”,<br/>Section 04.102 “Outdoor cafes and food carts in public places”<br/>(Modifications to Design Standards for Outdoor Dining)</b> |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Presenter:                           | <b>Derek Conley, Economic Development Director</b>                                                                                                                                                     |                                               |
| <b>Meeting:</b> Planning & Development Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      | <b>Date:</b> March 10, 2025                                                                                                                                                                            |                                               |
| <b>Proposed Cost:</b> \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      | <b>Budgeted Amount:</b> \$                                                                                                                                                                             | <b>Not Budgeted:</b> <input type="checkbox"/> |
| <b>Executive Summary</b> (if not budgeted, please explain):<br><br>Based on the 2024 outdoor dining season, City staff is recommending additional language be added to the code to clarify appropriate uses and better the protect the public plaza space. The additions are summarized below and the exact amendments an outlined in EXHIBIT “A” : <ul style="list-style-type: none"> <li>• Businesses may place outdoor-grade planters in their dining areas, ensuring compliance with City regulations and removal by season's end, with any organic materials disposed of offsite, or the City will remove them at the business's expense.</li> <li>• Couches or sofas are allowed in the outdoor dining space, but the total seating provided by these items cannot exceed twelve (12), and they must be well-maintained and in good condition.</li> <li>• Outdoor smokeless or artificial firepits are allowed, provided they are rated for outdoor use, and open-flame log firepits are prohibited; the city can request removal of any firepit deemed unsafe or a nuisance.</li> <li>• All outdoor furniture must be designed and maintained to prevent any damage to the Plaza, and if damage occurs, the city may use the business's deposit to repair the Plaza.</li> <li>• Businesses are not permitted to use the landscape beds adjacent to outdoor dining areas except for small wire fencing, and are responsible for removing any trash or debris in the beds.</li> <li>• Businesses are prohibited from removing or trimming any vegetation, including trees, shrubs, or plants, and violating this rule may result in permit revocation and a \$500 fine.</li> <li>• Additional lighting such as string lights is permitted in the outdoor dining area, as long as it complies with city codes and is connected to a privately owned outlet, with the city reserving the right to request removal if deemed a nuisance.</li> </ul> |                                      |                                                                                                                                                                                                        |                                               |
| <b>Attachments</b> (please list):<br>Ordinance Amending Title 12.04.102                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      |                                                                                                                                                                                                        |                                               |
| <b>Recommendation/Suggested Action</b> (briefly explain):<br>Recommendation to Approve an Ordinance amending Title 12 “General Provisions”, Section 04.102 “Outdoor cafes and food carts in public places” (Modifications to Design Standards for Outdoor Dining)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      |                                                                                                                                                                                                        |                                               |

**City of St. Charles, IL**  
**Ordinance No. 2025-M-\_\_\_\_\_**

**An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. That Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code is hereby amended by amending point R and adding points V, W and X,Y, Z, AA, AB attached hereto as Exhibit “A”.

2. That after the adoption and approval hereof this Ordinance shall be (i) 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 17th day of March 2025.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of March 2025.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of March 2025.

---

Lora Vitek, Mayor

Attest:

---

City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

## Exhibit A

- (R) The Permittee shall promptly remove all of permittee's structures, equipment or improvements of all kinds, whether in or adjacent to the Outdoor Café, no later than the date of termination of the permit (or date of permit suspension or revocation, if applicable). In the event the permittee's structures, equipment or improvements are not promptly removed from the public area, the City is authorized to remove the items at the permittee's expense.
- (W) In addition to the standard outdoor dining furniture allowed under this section, the use of couches or sofas is permitted within the Outdoor Café area on the First Street Plaza only, subject to the conditions outlined below. The total number of couch or sofa seats permitted in the Outdoor Café area shall not exceed twelve (12). All couches or sofas used in the Outdoor Café area must be well-maintained, clean, and in good condition. Any couches or sofas that are damaged, unsightly, or pose a risk to safety must be removed or replaced.
- (X) The use of outdoor smokeless or artificial firepits is permitted in the Outdoor Café area on the First Street Plaza only, provided the firepit is rated for outdoor use, is placed in compliance with all City code requirements, and is used in accordance with manufacturer specifications. Open-flame log firepits are not allowed. If the firepit is deemed a nuisance or unsafe, at the sole discretion of the city, the city reserves the right to request its removal at any time. All firepits must be specified on the Outdoor Café application, including details of the device.
- (Y) Propane heaters in outdoor dining areas must be UL-certified and placed at least five feet from combustibles. Heaters must be on stable, non-flammable surfaces, and propane tanks must be securely stored with safety shutoff valves. Fire extinguishers (minimum 2A:10B:C) must be within 20 feet of each heater. Heaters should be turned off when the area is unoccupied. A permit is required for installation and use, and non-compliance may result in fines, permit suspension, or other enforcement actions.
- (Z) All furniture and other items placed in the Outdoor Café area must be designed and maintained in a manner that prevents any damage to the sidewalk or Plaza, including but not limited to scraping, staining, rust, residue, or any other form of damage or defacement. The footings or bottoms of all furniture must be made of materials that will not cause harm to the sidewalk or Plaza surface. In the event any furniture does cause damage to the sidewalk or Plaza, the City may, at its sole discretion, use the deposit collected from the Permittee to remedy the damage, including repairing or restoring the sidewalk or Plaza to its original condition.
- (AA) The landscape beds adjacent to the Outdoor Café areas are not to be used by Permittees in any capacity with the exception of small wire fencing to separate the landscaping beds from the dining areas. It is the responsibility of the Permittee to remove any trash or debris that is placed or discarded in the landscaping beds from their customers or operations.
- (AB) Permittees are not permitted to remove or trim any City-owned vegetation including but not limited to trees, shrubs, or plants. Permittees that remove or trim

vegetation are subject to a \$500 fine and may have their Outdoor Café permit revoked.

- (AC) Permittees are allowed to place additional outdoor-grade planters within their designated Outdoor Café areas. The placement of these planters must comply with all City regulations, including but not limited to ADA and accessibility requirements. All planters must be removed upon termination of the Outdoor Café permit. Any plants, soil, or other organic materials must be disposed of offsite and shall not be deposited in any public landscape bed.
- (AD) Additional outdoor lighting, such as string lights, is permitted in the Outdoor Café area, provided it complies with all applicable city codes. If the lighting is determined to be a nuisance, the city reserves the right to request its removal at any time. Failure to comply is a violation of the outdoor dining code. All additional lighting must be connected to a privately owned electrical outlet.

|  <p>CITY OF<br/>ST. CHARLES<br/>ILLINOIS • 1834</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AGENDA ITEM EXECUTIVE SUMMARY                         |                                                                                                                                                                                                                                             | Agenda Item number: 4d                        |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------|-------------------------------------------------------|----------------------------------|------|-------------|--------|------|-------------|--------|------|-------------|--------|------|-------------|--------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Title:                                                | <b>An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Increase to Permits Fees for use of First Street Plaza for Outdoor Dining)</b> |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Presenter:                                            | <b>Derek Conley, Economic Development Director</b>                                                                                                                                                                                          |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| <b>Meeting:</b> Planning & Development Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                       | <b>Date:</b> March 10, 2025                                                                                                                                                                                                                 |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| <b>Proposed Cost:</b> \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       | <b>Budgeted Amount:</b> \$                                                                                                                                                                                                                  | <b>Not Budgeted:</b> <input type="checkbox"/> |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| <p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>In 2024, the City Council revised the outdoor dining fee structure, switching from a per square footage to a per-seat calculation. This change was due to irregular spaces, slopes, and obstacles in the expanded plaza, which made square footage an inaccurate measure. Charging by seat ensures a fairer, more accurate fee based on actual dining capacity.</p> <p>As a result, the City Council updated the fees from \$0.50 per square foot to \$20 per seat for each 100-day permit. This adjustment led to a significant increase in fees collected, rising from approximately \$7,228 in 2023 to \$15,680 in 2024. The City also implemented a new application fee of \$250 for the entire outdoor dining season which generated an additional \$1,250.</p> <p>City Council has expressed interested in increasing the fees again this year. Based on the 2025 outdoor dining plan, the estimated square footage for the outdoor dining area is 9,150 square feet and an estimated 396 total seats. The existing \$20 fee would generate approximately \$15,840 or equate to a full year equivalent to \$3.12 per square foot. City staff has calculated the impact of a \$25, \$30, and \$35 per seat fee in the chart below.</p> <table border="1"> <thead> <tr> <th>Cost per Seat</th> <th>Total Estimated City Collection (Full 200-day season)</th> <th>Full Year - Permit SF Equivalent</th> </tr> </thead> <tbody> <tr> <td>\$20</td> <td>\$15,840.00</td> <td>\$3.12</td> </tr> <tr> <td>\$25</td> <td>\$19,800.00</td> <td>\$3.90</td> </tr> <tr> <td>\$30</td> <td>\$23,760.00</td> <td>\$4.67</td> </tr> <tr> <td>\$35</td> <td>\$27,720.00</td> <td>\$5.45</td> </tr> </tbody> </table> <p><small>*Chart doesn't include \$1,250 in application fees</small></p> <p>The Ordinance amendment also includes the addition of a \$2,000 deposit per restaurant. The deposit can be used to repair any damage to the plaza caused by a specific restaurant.</p> <p>Also consider that outdoor dining is a major attraction to the St. Charles. The expanded plaza and continuation of outdoor dining will benefit the City and community in the form of sales tax and increase foot traffic.</p> |                                                       |                                                                                                                                                                                                                                             |                                               | Cost per Seat | Total Estimated City Collection (Full 200-day season) | Full Year - Permit SF Equivalent | \$20 | \$15,840.00 | \$3.12 | \$25 | \$19,800.00 | \$3.90 | \$30 | \$23,760.00 | \$4.67 | \$35 | \$27,720.00 | \$5.45 |
| Cost per Seat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Total Estimated City Collection (Full 200-day season) | Full Year - Permit SF Equivalent                                                                                                                                                                                                            |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| \$20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$15,840.00                                           | \$3.12                                                                                                                                                                                                                                      |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| \$25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$19,800.00                                           | \$3.90                                                                                                                                                                                                                                      |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| \$30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$23,760.00                                           | \$4.67                                                                                                                                                                                                                                      |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| \$35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$27,720.00                                           | \$5.45                                                                                                                                                                                                                                      |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| <b>Attachments</b> (please list): <b>EXHIBIT A:</b> Ordinance Amending Title 12.04.102 <b>EXHIBIT B:</b> Estimated Costs per Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |                                                                                                                                                                                                                                             |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |
| <b>Recommendation/Suggested Action</b> (briefly explain): Recommendation to Approve An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Increase to Permits Fees for use of First Street Plaza for Outdoor Dining)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                                                                                                                                                                                                                             |                                               |               |                                                       |                                  |      |             |        |      |             |        |      |             |        |      |             |        |

**City of St. Charles, IL**  
**Ordinance No. 2025-M-\_\_\_\_\_**

**An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. That Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code is hereby deleted in its entirety and replaced by new Section 12.04.102, “Outdoor Cafes in Public Places,” attached hereto as Exhibit “A”.

2. That after the adoption and approval hereof this Ordinance shall be (i) 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 17th day of March 2025.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of March 2025.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of March 2025.

\_\_\_\_\_  
Lora Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

## **Exhibit A**

### **12.04.102 Outdoor cafes and food carts in public places.**

The City Administrator is authorized to issue outdoor café permits for the use of public places located in the CBD-1 zoning district, for the purpose of serving food and beverages to the public (including, without limitation, the placement of tables, chairs, carts, and similar or related equipment), subject to the conditions listed in this section. As a condition of an outdoor café permit, applicants shall sign a form provided with the permit application materials acknowledging and agreeing to comply with all terms listed in this section.

- A. Permits issued hereunder shall be valid for a term of one hundred (100) days or less and shall be issued starting on the date below (or date of application, whichever is later), and terminating on the date indicated below:

Summer Season: CBD-1 Public Sidewalks and First Street Plaza:

1. The period of April 15 through July 23
2. The period of July 24 through October 31

Winter Season: First Street Plaza:

1. The period of November 1 through January 22
2. The period of January 23 through April 14

The holder of a permit for one of the time periods identified above shall not have any automatic right to the issuance of a permit for the following period, but shall have the right to apply for a new permit.

The City Administrator may limit the availability of permits, or further limit the duration of permits issued, based upon construction or maintenance activity, temporary access requirements to or through an area, and/or events or other planned uses of the sidewalk or plaza space.

- B. Permit fees shall be:

1. Use of Public Sidewalk within right-of-way: one hundred and twenty-five dollars (\$125.00).
2. Use of the First Street Plaza, based upon compliance with Outdoor Café layout approved by City Council: One hundred twenty-five dollars (\$125.00) submittal fee plus twenty dollars (\$30.00) per seat, determined by a permit application and site plan with total of proposed seats.

**C. Outdoor Dining Deposit Requirement for Use of the Public First Street Plaza**

1. **Deposit Amount:** Any business requesting a permit for Outdoor Café on the public First Street Plaza shall submit a deposit of \$2,000 (the "Deposit").
2. **Purpose of the Deposit:** The Deposit will be used in the event that:

- i. Damage occurs to the Plaza as a direct or indirect result of outdoor dining activities. Such damages may include, but are not limited to, physical harm to the infrastructure, landscaping, or public amenities within the Plaza.
  - ii. The City incurs costs from administering or enforcing any permit requirements.
- 3. **Use of Deposit:** The use of the Deposit shall be at the sole discretion of the City. The City may utilize the Deposit to repair or restore any damages and to cover incidental costs incurred in connection with the Outdoor Café permit, including costs to remove or dispose of any refuse or abandoned items.,.
- 4. **Refund:** The City will refund the remaining balance upon the request of the permit holder no sooner than 30 days after the completion of the Summer outdoor dining season. The City reserves the right to retain all or a portion of the Deposit to cover costs incurred in connection with the outdoor dining use, at the City's sole discretion.
- D. An outdoor café permit shall be required prior to placing tables, chairs, umbrellas, enclosure fencing, carts, or any other equipment on any public sidewalk, or walkway or plaza.
- E. Outdoor Café Permits may be issued only where the equipment is incidental to the operation of a restaurant on private property contiguous to the sidewalk, walkway or plaza.
- F. The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by an outdoor café permit reduce the open portion of any sidewalk or walkway to less than five feet (5') in width. All equipment placed in the public area shall conform with Section 12.04.200 of this chapter as to corner visibility.
- G. Prior to issuance of a permit, the applicant shall furnish a dimensioned plan showing the sidewalk or other public space and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates and bicycle racks. The diagram shall also include the location of the curb relative to the building and the proposed location of all café furniture including tables, seats, carts, and other equipment to be placed on the sidewalk or plaza. City staff may audit permittees at any time to verify number of tables and seats accurately correspond to the submitted application. A penalty of a fifty dollar (\$50.00) fine shall be imposed for each additional seat discovered at the time of a City staff audit. In order to keep the discovered seats, the permittee would need to pay for the per seat fee in addition to the fine.
- H. The consumption and possession of alcoholic beverages in the area for which an outdoor café permit has been issued shall be prohibited, except as allowed pursuant to Title 5, "Business Licenses and Regulations," Chapter 5.08, "Alcoholic Beverages," Section 5.08.300, "Consumption and Possession of Alcoholic Liquor on Public Property."

- I. All applicable County Health Department sanitation requirements shall be followed for outdoor food handling. The permittee shall be responsible for posting the outdoor seating area as to any special Health Department requirements.
- J. All public areas encompassed by the outdoor café permit shall be maintained in a sanitary manner at all times. Food scraps and containers shall be disposed of in appropriate refuse containers on a regular basis during the day by the permittee. Sweeping of refuse or food scraps into tree grates is not permitted.
- K. Permittees are responsible for emptying the public trash containers placed by the City if they should become full prior to the next regular pickup time.
- L. Permittees shall see that the public areas encompassed by their outdoor café permit are clean at the end of each business day, so as not to have any food or drink leftovers remaining which would pose an attraction to animals or insects. Each permit holder shall wash, as needed, the public area to remove any food or drink residue that may attract animals and/or create a pedestrian slip hazard.
- M. Design and placement of tables and chairs, as well as other equipment, shall comply with applicable requirements of the Americans with Disabilities Act and the Illinois Accessibility Act.
- N. No tables, umbrellas, enclosure fencing, or other equipment shall be attached or affixed to the sidewalk, parkway, poles or any other public facilities.
- O. The applicant for an outdoor café permit shall provide at its sole cost and expense, and shall maintain in effect during the entire period of the permit, insurance at a minimum in at least the following manner, or equivalent coverage determined acceptable by the City Administrator:
  - 1. Worker's Compensation Insurance in at least the required statutory limits.
  - 2. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million dollars (\$2,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) for any single injury.
  - 3. Umbrella Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence.
  - 4. Liquor Liability Coverage for any establishment serving alcohol on public property.
  - 5. Prior to issuance of a Outdoor Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
  - 6. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the outdoor café permit until thirty (30) days after written notice of such change has been delivered to the City.
- P. The permittee shall indemnify, defend, protect, and hold harmless the City, its corporate authorities, officers, employees, agents and volunteers from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses

incurred in a connection therewith, including but not limited to a reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from permittee's acts or omissions, except to the extent that the City is the sole legal cause of said losses. The foregoing notwithstanding, under no circumstances shall the issuance of any permit provided for under the St. Charles Municipal Code, including but not limited to an outdoor café permit, to the permittee or any other person or entity constitute an act of negligence or willful misconduct. Nothing set forth in the said permit shall be deemed a waiver by the City of any defenses or immunities relating to the permittee or its property, or to any person or entity or their property, that are or would be otherwise available to the City or its corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this section shall survive the expiration or earlier termination of each outdoor café permit, or the renewal thereof.

- Q. The City may suspend or revoke the outdoor café permit for any reason including, but not limited to violations of any provision of the St. Charles Municipal Code, after providing at least three (3) days written notice, except in an emergency, to a permittee.
- R. An outdoor café permit may not be assigned or transferred without prior written consent of the City Administrator. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person. The outdoor café permit shall not confer any property rights.
- S. The Permittee shall promptly remove all of permittee's structures, equipment or improvements of all kinds, whether in or adjacent to the Outdoor Café, no later than the date of termination of the permit (or date of permit suspension or revocation, if applicable).
- T. Enclosure fencing must be black in color, durable, and weather-resistant, suitable for outdoor use. Suitable materials include powder-coated steel, wrought iron, or similar materials known for their longevity and rust resistance. Pole and chain fencing are not considered suitable. Fencing is permitted to be between thirty-six feet (36) and forty-eight (48) feet in height. The design of the fencing should be in harmony with the restaurant's aesthetic, provided it adheres to the black color requirement. Fencing must exhibit uniformity in terms of style, type, and color through the restaurant's outdoor dining space.
- U. Umbrellas must be made of high-quality, weather-resistant materials, such as UV-resistant fabric, aluminum, stainless steel or other durable materials, to withstand outdoor conditions. Umbrellas should be designed to resist fading, tearing, and damage from wind and rain. All umbrellas must have an established color scheme or design that complements the restaurant's overall aesthetic.
- V. Outdoor dining tables must be constructed from weather-resistant materials such as metal, aluminum, hardwood, or high-quality synthetic materials known for their resistance to outdoor conditions. Tables should be designed to be stable and level, minimizing wobbling or tipping. Tables are required to have weighted bases or other stability features to prevent tables from being easily displaced by wind. Tables should

exhibit a design that aligns with the restaurant's overall aesthetic and uniform in terms of style.

(2022-M-41: § 1; 2022-M-19: § 1; 2010-M-68: § 1; 2007-M-45: § 2; 2004-M-8: § 2; 1999-M-48: § 2; 1996-M-57: § 1; Ord. No. 2023-M-22, § 1(Exh. A); Ord. No. 2023-M-23, § 1(Exh. A))

## EXHIBIT B

| Proposal - 2025 - \$20 |         |       |          |           |             |                |         |          |
|------------------------|---------|-------|----------|-----------|-------------|----------------|---------|----------|
| Business               | 2025 SF | Seats | \$20 Fee | Price Day | Price Month | Price SF - adj | App Fee | Deposit  |
| McNally's              | 2,050   | 84    | \$1,680  | \$17      | \$504       | \$2.95         | \$125   | \$2,000  |
| Gia Mia                | 1,200   | 60    | \$1,200  | \$12      | \$360       | \$3.60         | \$125   | \$2,000  |
| La Mesa                | 2,150   | 80    | \$1,600  | \$16      | \$480       | \$2.68         | \$125   | \$2,000  |
| La Zaza's              | 2,150   | 88    | \$1,760  | \$18      | \$528       | \$2.95         | \$125   | \$2,000  |
| Alter Brewing          | 1,850   | 84    | \$1,680  | \$17      | \$504       | \$3.27         | \$125   | \$2,000  |
| 1 100-day permit       | 9,150   | 396   | \$7,920  | \$79      | \$2,376     | \$3.12         | \$625   | \$10,000 |
| 2 100-day permits      | 9,150   | 396   | \$15,840 | \$79      | \$2,376     | \$3.12         | \$1,250 | \$10,000 |

| Proposal - 2025 - \$25 |         |       |          |           |             |                |         |          |
|------------------------|---------|-------|----------|-----------|-------------|----------------|---------|----------|
| Business               | 2025 SF | Seats | \$25 Fee | Price Day | Price Month | Price SF - adj | App Fee | Deposit  |
| McNally's              | 2,050   | 84    | \$2,100  | \$21      | \$630       | \$3.69         | \$125   | \$2,000  |
| Gia Mia                | 1,200   | 60    | \$1,500  | \$15      | \$450       | \$4.50         | \$125   | \$2,000  |
| La Mesa                | 2,150   | 80    | \$2,000  | \$20      | \$600       | \$3.35         | \$125   | \$2,000  |
| La Zaza's              | 2,150   | 88    | \$2,200  | \$22      | \$660       | \$3.68         | \$125   | \$2,000  |
| Alter Brewing          | 1,850   | 84    | \$2,100  | \$21      | \$630       | \$4.09         | \$125   | \$2,000  |
| 1 100-day permit       | 9,150   | 396   | \$9,900  | \$99      | \$2,970     | \$3.90         | \$625   | \$10,000 |
| 2 100-day permits      | 9,150   | 396   | \$19,800 | \$99      | \$2,970     | \$3.90         | \$1,250 | \$10,000 |

| Proposal - 2025 - \$30 |         |       |          |           |             |                |         |          |
|------------------------|---------|-------|----------|-----------|-------------|----------------|---------|----------|
| Business               | 2025 SF | Seats | \$30 Fee | Price Day | Price Month | Price SF - adj | App Fee | Deposit  |
| McNally's              | 2,050   | 84    | \$2,520  | \$25      | \$756       | \$4.43         | \$125   | \$2,000  |
| Gia Mia                | 1,200   | 60    | \$1,800  | \$18      | \$540       | \$5.40         | \$125   | \$2,000  |
| La Mesa                | 2,150   | 80    | \$2,400  | \$24      | \$720       | \$4.02         | \$125   | \$2,000  |
| La Zaza's              | 2,150   | 88    | \$2,640  | \$26      | \$792       | \$4.42         | \$125   | \$2,000  |
| Alter Brewing          | 1,850   | 84    | \$2,520  | \$25      | \$756       | \$4.90         | \$125   | \$2,000  |
| 1 100-day permit       | 9,150   | 396   | \$11,880 | \$119     | \$3,564     | \$4.67         | \$625   | \$10,000 |
| 2 100-day permits      | 9,150   | 396   | \$23,760 | \$119     | \$3,564     | \$4.67         | \$1,250 | \$10,000 |

| Proposal - 2025   |         |       |          |           |             |                |         |          |
|-------------------|---------|-------|----------|-----------|-------------|----------------|---------|----------|
| Business          | 2025 SF | Seats | \$35 Fee | Price Day | Price Month | Price SF - adj | App Fee | Deposit  |
| McNally's         | 2,050   | 84    | \$2,940  | \$29      | \$882       | \$5.16         | \$125   | \$2,000  |
| Gia Mia           | 1,200   | 60    | \$2,100  | \$21      | \$630       | \$6.30         | \$125   | \$2,000  |
| La Mesa           | 2,150   | 80    | \$2,800  | \$28      | \$840       | \$4.69         | \$125   | \$2,000  |
| La Zaza's         | 2,150   | 88    | \$3,080  | \$31      | \$924       | \$5.16         | \$125   | \$2,000  |
| Alter Brewing     | 1,850   | 84    | \$2,940  | \$29      | \$882       | \$5.72         | \$125   | \$2,000  |
| 1 100-day permit  | 9,150   | 396   | \$13,860 | \$139     | \$4,158     | \$5.45         | \$625   | \$10,000 |
| 2 100-day permits | 9,150   | 396   | \$27,720 | \$139     | \$4,158     | \$5.45         | \$1,250 | \$10,000 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |                                                                                                                 |                                               |
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| <br>CITY OF<br>ST. CHARLES<br>ILLINOIS • 1834                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |                                                                                                                 | Agenda Item number: 4f                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Title:                               | <b>Recommendation to approve Redevelopment Agreement with GSI – Pheasant Run Industrial Development Project</b> |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Presenter:                           | <b>Derek Conley, Economic Development Director</b>                                                              |                                               |
| <b>Meeting:</b> Planning & Development Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                      | <b>Date:</b> March 10, 2025                                                                                     |                                               |
| <b>Proposed Cost:</b> \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      | <b>Budgeted Amount:</b> \$                                                                                      | <b>Not Budgeted:</b> <input type="checkbox"/> |
| <b>Executive Summary</b> (if not budgeted, please explain):<br><br><u><b>History</b></u><br><br><i>Financial Assistance</i><br>In 2021, the City was approached by a developer company, Greco/DeRosa, with an interest in an industrial development on the former Pheasant Run resort golf course property. During the engineering review, as the City identified that the electric service demand anticipated for the industrial users in the development would exceed the system capacity available at the site. Significant system upgrades would be necessary to extend electric service from City substations to the property. The City, as municipal electric utility, requires all users to front fund the cost of providing service for a project. Greco/DeRosa determined that this was an extraordinary cost that would prevent the project from proceeding without some financial assistance. To address this issue, staff identified Tax Increment Financing (TIF) as a potential tool to help alleviate the extraordinary costs for redevelopment, both for this proposed industrial project and the entire former resort property.<br><br>In March 2022, the City Council approved a Tax Increment Financing (TIF) Inducement Resolution for the former Pheasant Run property. This resolution expressed the City's interest in establishing a TIF district and intent to negotiate a Redevelopment Agreement with Greco-DeRosa. This marked the initial step in the process to pursue a TIF district, and enabled the developer to begin the project and start incurring costs that could be eligible for reimbursement from future TIF revenues.<br><br>The resolution was accompanied by a Part 1 Incentive Application from Greco-DeRosa, which outlined approximately \$11.5 million in TIF-eligible costs for which the developer is seeking financial assistance from the TIF District. It indicated that the requested financial assistance was an estimate and the exact amount for reimbursement would be negotiated and presented at a future date. Greco-DeRosa also agreed to follow the City's "pay as you go" incentive policy where the developer would fund all improvements and be reimbursed only through tax increment generated by the project.<br><br>In February 2023, the City formally adopted the Pheasant Run Tax Increment Financing Redevelopment Plan and Project and established the TIF district. The Redevelopment Plan includes an assessment of the entire former resort property area in need of economic assistance and demonstrates why the area needs redevelopment.<br><br><i>Electric Utility Improvement Cost Agreement</i><br>In June 2022, the developer, Greco/DeRosa, requested the City order and acquire the proposed public electrical improvement materials required in connection with the development of the Pheasant Run Industrial Park. The costs of the electric equipment was estimated to be \$6 million. The reason for the request to purchase immediately was due to the rapidly increasing costs of materials and lengthy delivery lead times. Given supply shortages, a few month delay in ordering materials could result an |                                      |                                                                                                                 |                                               |

increase in costs or significant lag in material deliver times, thus negatively impact the project's viability.

The agreement thereby obligated the City to order and acquire the public electrical improvement materials under the condition that Greco/DeRosa deposit 110% of the costs prior to any purchase. The deposit therefore shifted the risk to Greco/DeRosa in the event the project does not come to fruition and the materials are not utilized.

Both parties have honored the agreement. Greco/DeRosa did deposit \$5,598,197.18 to the City and the City did fulfil the obligation of ordering the electric equipment. The majority of the equipment has been ordered and delivered. The agreement was proven to be necessary as there were instances where some equipment was delivered two years after it was ordered.

### **The Pheasant Run Industrial Project Park**

Pheasant Run Industrial Park is located on the former Pheasant Run Resort golf course property by Greco DeRosa Investment Group. The full build-out plan includes 1.1 million square feet of industrial space across four buildings, spanning approximately 84 acres.

A status of the four buildings is identified below:

- Building C: This building is approximately 216,000 square feet and is fully occupied by a manufacturing company, SAI Advance Power Solutions. SAI Advanced Power Solutions specializes in providing innovative power solutions, including design and construction of switchgears. SAI is still ramping up production, however at full capacity is anticipating 250 jobs.
- Building D: This building is approximately 175,000 square feet and is fully occupied by a logistic company, Cross Distribution.
- Building B: This building is 301,320 square feet. The shell of the building is complete however there is some ongoing construction and build-out. The building will be ready for occupancy in Summer 2025. There have been no tenants announced to-date.
- Building A: This building is currently in the City review process however is schedule to be a 446,880 square feet facility. Greco-DeRosa would like to start construction of the building in 2025.

The total project cost is estimated to be \$136,000,000, however it should be noted that much of these costs have already been incurred. A detailed breakdown of the costs is included in Exhibit E of the agreement.

### **Redevelopment Agreement**

The RDA is structured as a Tax Increment Financing Rebate which follows the City “pay as you go” model where the developer fronts the costs and is reimbursed through taxes generated from the project.

- Maximum Rebate – The maximum rebate amount would be \$10,925,000. This is below the estimated \$11.5 million via the initial 2022 Incentive Application. A majority of these costs have already been incurred by the Greco/DeRosa and delivered to the City. All proof of payment documentation for the costs need to be provided to City staff prior to the release of any

reimbursement. The total incentive amount will account for approximately 8.0% of the total project costs. The specific costs Greco/DeRosa are seeking financial assistance on is outlined below.

|                                                                                                                                  | Estimated TIF<br>Eligible Amount |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| A. Electrical Improvements: Electrical Equipment, Electrical Design, Electrical Duct Bank, Electrical Infrastructure, Excavating | \$ 9,284,932                     |
| B. Site Preparation                                                                                                              | \$ 1,590,985                     |
| C. TIF Consultant Costs                                                                                                          | \$ 49,500                        |
| <b>Total</b>                                                                                                                     | <b>\$10,925,417</b>              |

- **Rebate Schedule** - The reimbursement to Greco/DeRosa will occur annually as the development generates property tax captured by the TIF District. The City has also incurred costs for the project and is eligible for reimbursement, totaling approximately \$720,000 for watermain upgrades, electrical work, and some electric equipment. The City seeks to recoup these costs sooner rather than later, which is addressed in the redevelopment plan. According to the RDA, the TIF increment generated by the property will be split 50/50 between Greco/DeRosa and the City until the City is reimbursed for the \$720,000. After this, the split will adjust to 90/10, with 90% of the increment going to Greco/DeRosa until the maximum rebate is reached. TIF projections indicate Greco/DeRosa will be fully reimbursed by nine years, while the City is expected to recoup the \$720,000 within two years. The City will also be able to recover any additional TIF-eligible costs above the \$720,000 as funds become available.
- **Financial Assistance Rationale** – The Pheasant Run site lacked the electrical capacity to support development, as it was previously a golf course and didn't require such infrastructure. The significant infrastructure improvements needed resulted in extraordinary costs, which reduced the developer's rate of return to a level that made the project financially unviable. Without City assistance, the project's rate of return is 7.85%, whereas the typical rate of return ranges between 8% and 12%. A rate of return below 8% is considered too risky to justify the investment. However, with the financial assistance outlined in the proposed RDA, the rate of return increases to 9.40%.
- **Financial Impact to the City** – Since this RDA is "pay as you go," the City avoids issuing bonds for the project, meaning there is no contribution to City debt or negative impact on the general fund. Once the fourth building is completed and fully assessed, the TIF increment generated will be approximately \$1.7 million annually, with inflationary growth over time. Over the life of the TIF, this project alone is projected to generate more than \$46 million, with \$10.9 million being rebated to the developer, leaving about \$35 million in the TIF.

**Attachments** (please list): EXHIBIT A: City of St. Charles Tax Increment Financing Redevelopment Agreement. EXHIBIT B: Financial Incentive Application – Pheasant Run Industrial

**Recommendation/Suggested Action** (briefly explain): Recommendation to Approve a Resolution for a Redevelopment Agreement with GSI – Pheasant Run Industrial Development Project.

## EXECUTION

### CITY OF ST. CHARLES TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (GSI – PHEASANT RUN INDUSTRIAL DEVELOPMENT PROJECT)

**THIS REDEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Effective Date**"), by and between the **CITY OF ST. CHARLES**, an Illinois municipal corporation (the "**City**") and **GSI FAMILY INVESTMENTS OF ARIZONA, LLC**, a Delaware limited liability company (the "**Developer**") (the City and Developer are hereinafter sometimes collectively referred to as the "**Parties**," and individually as a "**Party**").

#### WITNESSETH:

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 *et seq.* (the "**Act**")), the City has undertaken a program to redevelop certain property within the City, which Redevelopment Project Area is known as the Pheasant Run TIF Redevelopment Project Area (the "**Redevelopment Project Area**"). The Redevelopment Project Area is legally described in Exhibit A and depicted in Exhibit A-1 attached hereto and made apart hereof; and

**WHEREAS**, on February 6, 2023, the Mayor and Council (the "Corporate Authorities") of the City, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted Ordinance No. 2023-M-4: An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Redevelopment Project Area; Ordinance No. 2023-M-5: An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Designating the Redevelopment Project Area of Said City a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and Ordinance No. 2023-M-6: An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Adopting Tax Increment Allocation Financing for the Redevelopment Project Area (collectively, the "**TIF Ordinances**"); and

**WHEREAS**, Developer is the owner of the property legally described in Exhibit B attached hereto and made a part hereof (the "**Property**"); and

**WHEREAS**, the Property is within the Redevelopment Project Area; and

**WHEREAS**, Developer intends to develop the Property, in phases, with four (4) industrial buildings of approximately 1,139,240 square feet total, along with roadways, public utilities, off-street parking, loading, landscaping, and related improvements (the "**Project**"); and

**WHEREAS**, the City has approved zoning entitlements, a preliminary site, engineering and landscape plans, a preliminary/final plat of subdivision and building elevations (as amended from time to time, the "Project Plans") for the Project, pursuant to the site plan is attached hereto as Exhibit C ("Site Plan"); and

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48978322.14

**WHEREAS**, the Developer is obtaining an easement over and acquiring from the DuPage Airport Authority (“DAA”) a certain parcel of vacant land adjoining the Property, located within the corporate limits of the City of West Chicago, legally described and depicted on Exhibit D, attached hereto and made a part hereof (“DAA Parcel”), for the purpose of constructing and maintaining (i) a private ingress and egress drive to and from Route 64 and (ii) stormwater facilities to serve the Project, as depicted on the Site Plan (subsections (i) and (ii) being hereinafter collectively referred to as the “DAA Parcel Improvements”); and

**WHEREAS**, the total costs of land acquisition, development and construction for the Project shall be not less than One Hundred Thirty Five Million Dollars (\$135,000,000.00); and

**WHEREAS**, to facilitate the development and construction of the Project and subject to and in accordance with the terms of this Agreement, the City proposes to reimburse Developer for certain Redevelopment Project Costs (as defined below) that Developer incurs, or has incurred, in connection with the Project; and

**WHEREAS**, Developer has agreed to develop and construct the Project in accordance with this Agreement, all City codes, ordinances and regulations (except to the extent the City has granted relief therefrom), as applicable to the Project Plans, and all other governmental authorities having jurisdiction over the Property and the Project; and

**WHEREAS**, Developer represents and warrants to the City, and the City finds that, but for the assistance to be provided by the City to Developer pursuant to the Act and this Agreement, the Project would not be economically viable and, concomitantly, Developer would not develop and construct the Project; and

**WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the City for consideration and review, and the Corporate Authorities and Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the City and Developer according to the terms hereof; and

**WHEREAS**, the Corporate Authorities of the City, after due and careful consideration, have concluded that the development and construction of the Project as provided herein will further the growth of the City, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, improve the industrial base of the City, and is otherwise in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer do hereby agree as follows:

## **ARTICLE I**

### **RECITALS PART OF THE AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

## **ARTICLE II**

### **FINDINGS**

The Corporate Authorities of the City hereby make the following findings regarding the Project:

**A.** That the Project will be constructed on parcels of land that are blighted and greatly underutilized and will enhance the City's tax base in accordance with the City's comprehensive plan.

**B.** That based on representations and documentation submitted by Developer, without this Agreement and the economic incentives contained herein, the Project would not be economically viable and would not be constructed.

**C.** That the Developer has acquired the Property and has obtained zoning approvals from the City, conditioned on the need for reimbursement of eligible redevelopment costs to be negotiated with the City.

**D.** That Developer meets high standards of creditworthiness and financial strength.

**E.** That the Project will be enhance the tax base of the City by substantially increasing the equalized assessed value of the Property.

**F.** That the Project will provide benefits to the City in the way of developing otherwise underutilized parcels of property, creating jobs within the City and enhancing the overall tax base and as such it is in the best interests of the City to enter into this Agreement.

## **ARTICLE III**

### **OBLIGATION OF THE PARTIES**

**3.1** Developer Obligations and Agreements. In consideration of the substantial commitment of the City to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, Developer shall fulfill, or has fulfilled, the following obligations:

**A.** Developer shall construct the Project substantially in accordance with the Project Plans and the Site Plan in connection with the issuance of permits, subject to changes approved by the City, in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations. For purposes of this Agreement, "Substantial Completion" and words of similar import will mean the issuance of a temporary or final certificate of occupancy for a building within the Project (which may be a temporary

or final certificate of occupancy for the shell and core of a building if a permit has not been issued for tenant improvement work at that time).

**B.** Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Project.

**C.** Developer has secured, or shall hereafter secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project.

**D.** In the event a claim is made against the City, its officers, officials, agents and employees or any of them, or if the City, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with Developer's construction and/or operation of the Project or Developer's duties, obligations and responsibilities under the terms of this Agreement including, but not limited to, any claim or cause of action concerning construction of the Project, matters pertaining to hazardous materials and other environmental matters in existence at the Property as of the date of this Agreement or as a consequence of non-compliance with the Prevailing Wage Act or which may in any way result therefrom, to the extent permitted by law, Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees, in connection therewith (collectively, "Losses"); provided, however, that to the extent that any Losses are caused by the negligence, fraud or willful misconduct of one or more Indemnified Parties, Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the City nor any of the other Indemnified Parties shall be required to contribute to such settlement except to the extent that Losses that are the subject of the settlement are caused by the negligence, fraud or willful misconduct of an Indemnified Party, and further provided the Special Tax Allocation Fund (as defined herein) shall not be used in connection with any such settlement without the consent of the City and Developer.

**E.** Developer agrees to acquire and pay for each building permit, occupancy permit, utility connection permit or other City required permit which is required for all improvements to be constructed in connection with the Project. Said permits shall be acquired in accordance with the terms of the City Municipal Code, as amended from time to time.

**F.** Developer shall not cause or permit any mechanic's liens or other lien claims against the Special Tax Allocation Fund, as defined in Section 4.1, for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications or improvements regarding the Project or any other matter regarding the Project which might give rise to lien rights against the Special Tax Allocation Fund. Notwithstanding the foregoing, Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any such claims for mechanic's

liens, other liens, claims or causes of action, provided that the City shall not be required to contribute to such settlement.

**G.** Upon reasonable notice, the City Administrator, or her designee, shall have access to all portions of the Project during the Construction Period during normal business hours for the purpose of determining compliance with this Agreement, applicable laws and applicable regulations; provided, however, that any such person(s) shall comply with all construction site rules and regulations while such person(s) is on or near the Property. Additionally, Developer shall keep and maintain detailed accountings of expenditures demonstrating the total actual costs of Developer's Redevelopment Project Costs. All such books, records and other documents, including but not limited to the General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, and documentation evidencing that Developer has incurred and paid any expense for which reimbursement as Developer's Redevelopment Project Costs is sought by Developer hereunder shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City for a period of two (2) years after issuance of the Certificate of Completion (defined below). The City shall treat all such information as confidential business materials, the disclosure of which would cause Developer competitive harm. As such, the City shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.

**H.** Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (the "Prevailing Wage Act") when constructing the Project, but only to the extent required by the Prevailing Wage Act.

**I.** Developer shall cooperate with the City and provide the City with the information in Developer's possession or control required and necessary under the Act to enable the City to comply with the Act and its obligations under this Agreement.

**J.** Developer agrees to comply with the fair employment/affirmative action principles contemplated by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.

**K.** Developer represents and warrants to the City that no member, official, officer, employee of the City, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the City or Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in Developer or, to the knowledge of Developer, owns or controls or has owned or controlled any interest, direct or indirect any portion of the Property, or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act.

**L.** Developer has furnished to the City a Project Budget showing total costs for the Project of at least One Hundred Thirty Five Million Dollars (\$135,000,000.00), as set forth on Exhibit E attached hereto (the "**Project Budget**"). Developer hereby certifies to the City that, as of the date of this Agreement, the Project Budget is a true, correct and complete estimate of Project costs, to the best of Developer's knowledge, in all material respects.

**M.** The Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the Property, it shall pay or cause to be paid such taxes promptly on or before such payment is subject to a penalty for delinquency.

**N.** Developer and its successors or assigns, agrees that it shall not protest or appeal the equalized assessed valuation of the Project and/or the Property during the term of this Agreement unless Developer has reasonably demonstrated that the equalized assessed valuation of the Project and/or the Property exceeds that of similarly situated properties then under assessment in DuPage County, Illinois by more than ten percent (10%). Additionally, Developer shall not seek a real estate tax refund for any tax year during which the Redevelopment Project Area is in existence other than in connection with an error in the calculation or billing of such tax, an overpayment of tax or in connection with a successful contest of the assessed value of the Property or the Project permitted by this paragraph.

**O.** During this Agreement, Developer or any tenant will not apply for tax-exempt status for any of the Properties or PINs that are the subject of the redevelopment contemplated by this Agreement.

**P.** From and after the date of issuance of permits for excavation or grading work for the Project until a temporary or final certificate of occupancy has been issued for the Project (the "Construction Period"), Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain comprehensive general liability, workers' compensation and automobile/vehicle liability insurance for the Project, and shall cause the City to be named as an additional insured, with all the rights of a primary insured, on such policies, except that on the worker's compensation insurance. Said insurance policies, which may be comprised of primary, excess and umbrella policies, shall be issued in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence, or in the case of worker's compensation insurance, as required by statute. Developer shall provide at least ten (10) business days prior written notice to the City before such policies are materially changed, modified or cancelled. Prior to the commencement of any work on the Project, Developer shall provide the City with appropriate certificates of insurance. During the Construction Period, Developer shall keep in force (or shall cause to be kept in force) at all times, builder's risk insurance, against the risk of physical loss, including collapse, covering the total value of the building(s) and contents including the work performed and equipment, supplies and materials furnished for the Project. Should the City receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the City shall notify Developer of the receipt of said notice. Failure of Developer to pay any premiums on any required insurance policy that is not cured within thirty (30) days after written notice from the City shall constitute an event of default under this Agreement.

**Q.** The Developer shall, prior to Substantial Completion of Building A, annex the DAA Parcel to the City or otherwise obtain the necessary rights or easements to construct the maintain the DAA Parcel Improvements on the DAA Parcel.

**R.** Developer shall not seek or participate in the disconnection of all or any portion of the Property or, to the extent annexed, the DAA Parcel 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.

S. Developer reasonably projects the Project to: (i) create 500-1,500 jobs; (ii) create in excess of Nine Hundred Thousand Dollars (\$900,000) of Available Incremental Taxes (as defined in Section 3.2A below) per year starting with the 2024 calendar tax year, payable in 2025; and (iii) generate a nine and 76/100ths percent (9.76%) rate of return. Developer shall report the following information in writing to the City on an annual basis, on each March 1 after the Effective Date, with regard to the Project as of the date of the report; (x) the number of jobs created to date, under the same guidelines and assumptions as were used for the projections used at the time of approval of this Agreement; (y) the amounts of incremental real estate taxes generated during the reporting period and to date, using the same assumptions as were used for the projections used at the time of the approval of this Agreement; and (z) the rate of return earned to date. Developer shall timely provide additional materials and information reasonably requested by the City regarding Developer's projections and reports made under this Section 3.1(R), including such materials and information as needed by the City to comply with its reporting obligations in Section 5(a) of the TIF Act, 65 ILCS 5/11-74.4-5(d), as amended from time to time, including, but not limited to, materials and information for the use of a third party chosen by the City to independently verify the Project's rate of return. The cost of any such third party shall be at the Developer's expense.

T. All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery, and acceptance by the Parties hereto.

### 3.2 City Obligations and Agreements.

A. In consideration of the substantial commitment of Developer to the development and construction of the Project, the City shall reimburse annually Developer from Available Incremental Taxes (as defined below) for certain Redevelopment Project Costs, up to the Maximum Reimbursement Amount (as defined below), or as generated solely by the Project commencing calendar tax year 2024, payable in 2025, through calendar tax year 2038, payable in 2039 ("Reimbursement Period"), whichever occurs first. The term "Available Incremental Taxes" shall mean all *ad valorem* real property taxes received by the City, if any, arising from the property tax extensions and levies upon the Property attributable to the then current equalized assessed valuation of the Property over and above the initial equalized assessed value of the Property, all as determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances. For purposes of this Section, a "partial real estate tax year" shall mean a real estate tax year that includes the extension of *ad valorem* real estate property tax levy over the reassessed Project and the Property by DuPage County and for which the City will receive incremental *ad valorem* real property taxes attributable to the increased equalized assessed valuation of the Project and the Property. The term "Redevelopment Project Costs" shall mean and include only those certain costs defined as "redevelopment project costs," qualified under Section 5/11-74.4-3(q) of the Act (as amended from time to time), which are eligible for reimbursement under the Act have been incurred by Developer and as itemized by Exhibit F, attached hereto and made a part hereof. The term "Maximum Reimbursement Amount" shall mean upon Substantial Completion of Buildings B, C and D, as delineated on the Site Plan, comprising at least six hundred ninety-two thousand three hundred twenty (692,320) square

feet of leasable industrial space, the amount of Ten Million Nine Hundred Twenty Five Thousand Dollars and 00/100ths (\$10,925,000.00) which is the maximum amount of economic incentives that Developer may receive pursuant to this Agreement. It is understood and agreed that some of the amounts set forth on Exhibit F are estimated amounts and may be updated from time to time based on actual costs and reallocated by Developer among line items or among columns, provided in no event shall the amount of economic incentives received by Developer under this Agreement exceed the Maximum Reimbursement Amount.

Commencing from the Effective Date of this Agreement, Available Incremental Taxes shall be allocated and payable as follows:

(a) Fifty percent (50%) to the City and fifty percent (50%) to the Developer, until such time as the City receives Seven Hundred Twenty Thousand Two Hundred Seventy-Three Dollars (\$720,273.00) and thereafter;

(b) Ninety percent (90%) to the Developer and ten percent (10%) to the City until the earlier of (1) payment to Developer of applicable Maximum Reimbursement Amount or (2) expiration of the Reimbursement Period, whichever occurs first.

The Parties acknowledge and agree that in no event shall the amount of reimbursement to Developer exceed the applicable Maximum Reimbursement Amount or be payable from Available Incremental Taxes generated by the Project after calendar tax year 2038, payable in 2039, as set forth in this Section 3.2. Such reimbursement shall be paid only from funds paid into the Project Account (as defined below) pursuant to the Act and from no other source. THE CITY SHALL NOT BE OBLIGATED TO MAKE ANY PAYMENTS OTHER THAN THOSE GENERATED AND ACTUALLY RECEIVED FROM THE PROJECT ACCOUNT (DEFINED BELOW) AND DURING THE REIMBURSEMENT PERIOD, AND THE REIMBURSEMENT SHALL NOT BE DEEMED A GENERAL OBLIGATION OF THE MUNICIPALITY. THE CITY DOES NOT GUARANTY THAT THE FULL MAXIMUM REIMBURSEMENT AMOUNT WILL BE ACHIEVED AND REIMBURSED TO DEVELOPER.

**B.** Developer shall deliver a Certificate of Expenditure in the form attached hereto as Exhibit G, together with closing statements, contractor statements and lien waivers covering the eligible costs for which reimbursement is being sought under this agreement and such other documentation as reasonably required by the City to evidence that Developer has incurred and paid such costs. The City shall either accept or reject, with comments, the Certificate of Expenditure within thirty (30) days after the submission thereof. If the City reasonably determines that any cost identified therein is not a Redevelopment Project Cost, Developer shall have the right to identify and substitute other costs incurred and paid by Developer in connection with the Project as Redevelopment Project Costs with a supplemental application for payment. Absent delays by Developer in responding to requests by the City for additional information reasonably required by the City to evidence that Developer has incurred and paid the costs for which reimbursement is requested or to respond to the City's rejection of certain costs for which Developer had sought reimbursement as Redevelopment Project Costs, the City shall issue its determination on the Certificate of Expenditure within the thirty (30) day period described above.

## ARTICLE IV

### REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS; LIMITATION ON AMOUNTS AVAILABLE FOR REIMBURSEMENT

Establishment of Project Account; Use of Tax Increment. In connection with its establishment and ongoing administration of the Redevelopment Project Area, the City has established a special tax allocation fund pursuant to the requirements of the Act (the "**Special Tax Allocation Fund**"). After the Effective Date, the City shall deposit those Available Incremental Taxes generated solely by the Project, actually deposited in the Special Tax Allocation Fund into a Special Tax Allocation Fund sub-account ("**Project Account**") to pay Developer pursuant to Section 3.2 of this Agreement, on or before the March 1 after each subsequent calendar tax receipt, commencing upon Substantial Completion of Buildings B, C and D, subject to receipt of such Available Incremental Taxes from the County of DuPage, or within thirty (30) days after the City's receipt of the Available Incremental Taxes from the County of DuPage if later.

## ARTICLE V

### AUTHORITY

#### 5.1 Powers.

**A.** The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

**B.** Developer hereby represents and warrants to the City that Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

**5.2 Authorized Parties.** Except in cases where the approval or authorization of the City's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or the City or Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Administrator or her designee and for Developer by any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

## **ARTICLE VI**

### **DEFAULTS AND REMEDIES**

**6.1 Breach.** A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

**6.2 Cure of Breach.** Except as otherwise provided herein, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in this Agreement shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if: (1) in the event of a monetary default, such default has been cured within ten (10) days after written notice by the complaining Party to the failing party or (2) in the event of a non-monetary default, performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however, to the extent a failure to perform hereunder cannot reasonably be cured within that sixty (60) days period, then that sixty (60) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure of that failure as long as the failing Party commenced the cure within that sixty (60) day period and diligently prosecutes that cure to completion. The obligation to cure non-monetary defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of Force Majeure Delay under the provisions of Section 7.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply and the parties shall use commercially reasonable efforts to overcome any such Force Majeure Delay.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. Notwithstanding the foregoing, each Party's remedy for monetary damages shall be limited to its actual (but not consequential) damages. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 6.2 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity, including, without limitation, specific performance.

**6.3 Default Shall Not Permit Termination of Agreement.** No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement, except as provided in Section 6.5; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

**6.4 Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

**6.5 Cancellation.** In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of the Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 6.5, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

**6.6 City Offset Right.** If during the term of this Agreement Developer fails to maintain or cause to be maintained the Property or the improvements thereon in accordance with the terms of applicable City codes and ordinances, and Developer does not cure that failure within thirty (30) days after written notice thereof from the City (provided, however, if that failure cannot reasonably be cured within that thirty (30) day period, then that thirty (30) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure as long as Developer commenced the cure within that thirty (30) day period and diligently prosecutes that cure to completion), then the City may exercise any applicable remedies available to it under the City Municipal Code. If Developer fails to pay any amounts owed to the City in connection with the City's exercise of such remedies within ten (10) days after written notice from the City, then, notwithstanding anything in this Agreement to the contrary, the City may offset any amounts payable by Developer to the City in connection with that failure against payments next coming due for the Maximum Reimbursement Amount until the City has been paid in full.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**7.1 Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**7.2 Mutual Assistance.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the City, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. The City agrees that it shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the City's performance of its obligations hereunder. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

**7.3 Force Majeure.** "Force Majeure Delays" means delays in a Parties' performance hereunder (including, without limitation, development or construction of the Project) caused by any one or combination of the following, which are beyond the reasonable control of the Party relying thereon, including, without limitation, destruction by fire or other casualty, strike or other labor troubles, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of materials or utilities, adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, any delay in the performance by Developer resulting from the non-performance of the City's responsibilities, plague, epidemics, or quarantine and other similar or dissimilar causes beyond the reasonable control of Developer or the City which, in fact, interferes with the ability of Developer or the City to discharge its respective obligations hereunder.

**7.4 Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment to this Agreement.

**7.5 Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

**7.6 Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable. Notwithstanding the foregoing, if any portion of this Agreement relating to the City's obligation to make payment under the Developer Note is held to be invalid, then Developer shall have the right to terminate this Agreement upon written notice to the City.

**7.7 Consent or Approval.** Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

**7.8 Illinois Law Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The Parties expressly consent and submit to the exclusive jurisdiction of the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois, USA.

**7.9 Notice.** Any notice, communication or request required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) electronically via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of; (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. For purposes hereof, a "Business Day" shall be Monday through Friday excluding federal and State of Illinois holidays.

If to the City:

City of St. Charles  
2 East Main Street  
St. Charles, IL 60174  
Attn: City Administrator  
Email: [hmcguire@stcharlesil.gov](mailto:hmcguire@stcharlesil.gov)

with a copy to:

Storino, Ramello & Durkin  
9501 Technology Boulevard, Suite 4200  
Rosemont, IL 60018  
Attn: Nicholas S. Peppers  
Email: [npeppers@srd-law.com](mailto:npeppers@srd-law.com)

If to Developer:

GSI Family Investments of Arizona, LLC  
1307 Schiferl Road  
Bartlett, Illinois 60103  
Attn: Pat Greco  
Email: [pat@gsifamily.com](mailto:pat@gsifamily.com)

with a copy to:

Honigman LLP  
321 N. Clark Street, Suite 500  
Chicago, Illinois 60606  
Attn: Marcia Owens  
Email: [mowens@honigman.com](mailto:mowens@honigman.com)

**7.10** Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**7.11** Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (A) Developer's receipt of the Maximum Reimbursement Amount or (B) March 31, 2040.

**7.12** Good Faith and Fair Dealing. City and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

**7.13** Drafting. Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

**7.14** Recording. The Parties agree to record a memorandum of this Agreement with the DuPage County Recorder of Deeds.

**7.15** Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement. On or before the last date of payment of the Maximum Reimbursement Amount to the Developer, or the expiration of the Reimbursement Period, whichever occurs first, the City shall provide a release to confirm termination of this Agreement which Developer may, at its sole cost and expense, record against the Property. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

Notwithstanding anything in this Agreement to the contrary, any person or entity now or hereafter owning legal title to all or any portion of the Property, including Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. As used in this Agreement, the term "Developer" will mean the owner of fee simple title to the Property from time to time during the term of this Agreement. In the event GSI Family Investments of Arizona LLC ("**Original Developer**") conveys title to any portion of the Property to another entity, Original Developer shall have the right to either continue to receive the reimbursements set forth in this Agreement, regardless of ownership, or to assign such right to the new owner of the Property or portion thereof. However, in no event shall Original Developer have the right to assign or transfer its interest under this Agreement to any other party until substantial completion of Building A.

Transferee Assumption. In addition, to assure that any transferee, successor, or permitted assignee ("**Transferee**") has notice of this Agreement and the benefits and

obligations created by it, Original Developer agrees to require, prior to the transfer or assignment of this Agreement, the Transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City Attorney (“**Transferee Assumption Agreement**”). Original Developer agrees to notify the City in writing at least thirty (30) days prior to the date on which Original Developer proposes to transfer or assign this Agreement to a Transferee. Original Developer must, at the same time, provide the City with a fully executed copy of the Transferee Assumption Agreement. For purposes of this Section, the term “transfer” and/or “assignment” includes any voluntary or involuntary assignment, transfer, transfer to a receiver or to a trustee in bankruptcy, or transfer in trust for the benefit of creditors of this Agreement.

**7.16 Partial Funding.** Except as otherwise set for in this Agreement, Developer acknowledges and agrees that the economic assistance to be received by Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of Developer. Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by Developer, provided Developer complies with the terms and provisions set forth in this Agreement. Developer further acknowledges and agrees that the City is not a joint developer or joint venturer with Developer and the City is in no way responsible for completion of any portion of the Project.

**7.17 Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' and consultant fees, in addition to whatever other relief the prevailing party may be entitled.

**7.18 No Special Damages.** Neither the City nor Developer will be liable under this Agreement for consequential, indirect, special or punitive damages.

**7.19 Limitation of Liability.** No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the City, or its officers, officials, agents and/or employees, in excess of any specific sum agreed by the City to be paid to Developer hereunder or any obligation of the City hereunder, including, without limitation, any indemnification obligation, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the City, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of Developer against the City, or its officers, officials, agents and/or employees in excess of such amounts are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

**7.20 Estoppel Certificates.** Each of the Parties hereto agrees to provide the other upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term,

provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

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

ATTEST:

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

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**GSI FAMILY INVESTMENTS OF  
ARIZONA, LLC**, a Delaware limited  
liability company

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF KANE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of the City of St. Charles, an Illinois home rule municipal corporation, and by \_\_\_\_\_, the \_\_\_\_\_ of said municipal corporation.

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

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

SEAL

My Commission Expires: \_\_\_\_\_

---

STATE OF \_\_\_\_\_ )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of GSI Family Investments of Arizona, LLC, a Delaware limited liability company, and by \_\_\_\_\_, the \_\_\_\_\_ of said limited liability company.

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

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

SEAL

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Redevelopment Project Area**

#### **LEGAL DESCRIPTION (Pheasant Run TIF – St. Charles):**

THAT PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS ALONG WITH THAT PART OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PHEASANT RUN RESORT ASSESSMENT PLAT #2, AS RECORDED APRIL 6, 2021 AS DOCUMENT NO. R2021-054229;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PHEASANT RUN RESORT ASSESSMENT PLAT #2 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KAUTZ ROAD;

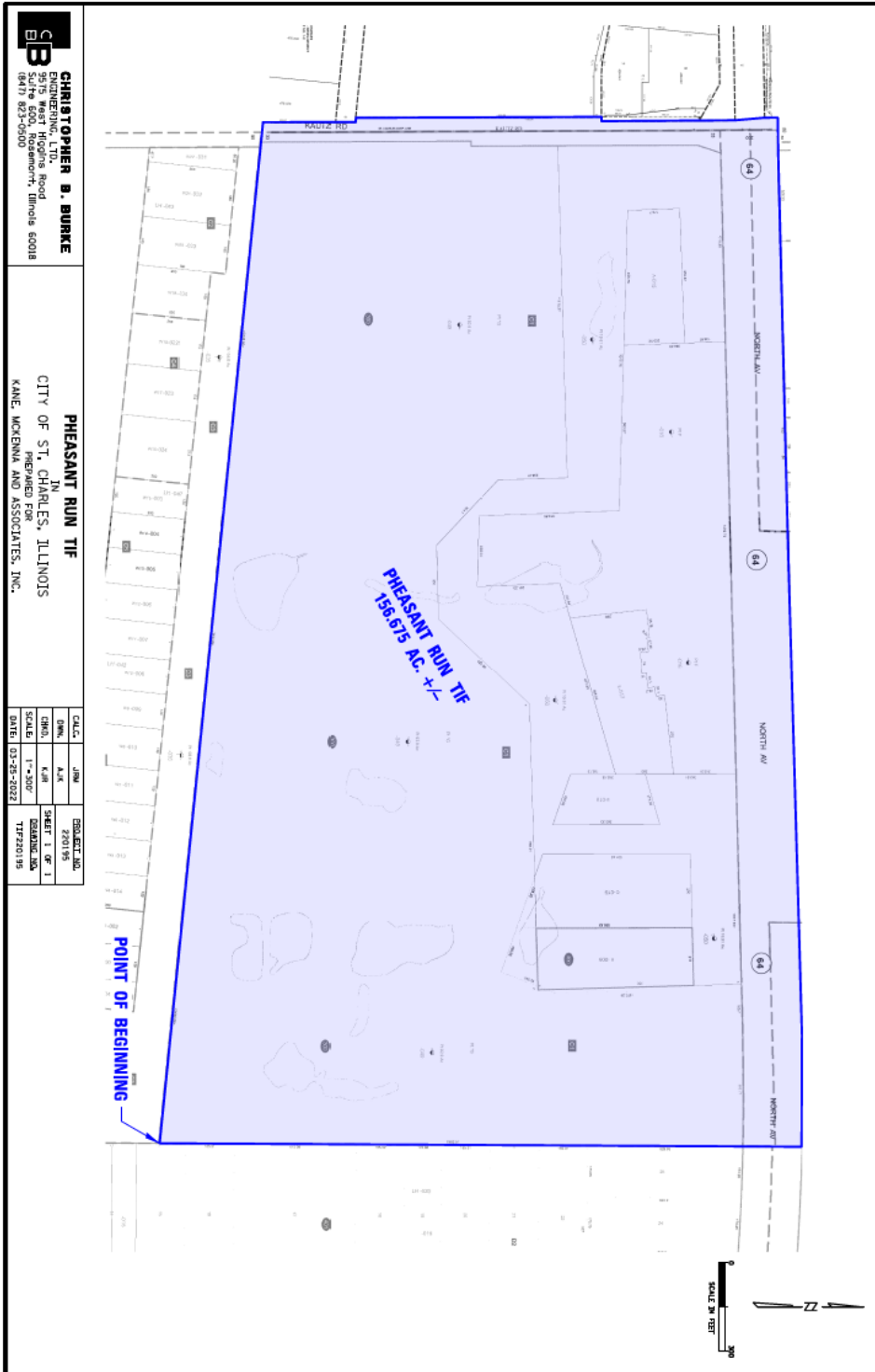
THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF KAUTZ ROAD AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 64 (AKA MAIN STREET);

THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 64 (AKA MAIN STREET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID PHEASANT RUN RESORT ASSESSMENT PLAT #2;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND THE EASTERLY LINE OF SAID PHEASANT RUN RESORT ASSESSMENT PLAT #2 TO THE POINT OF BEGINNING.

# EXHIBIT A-1

## Map of Redevelopment Project Area



## **EXHIBIT B**

### **Legal Description of the Property**

#### **PARCEL 1:**

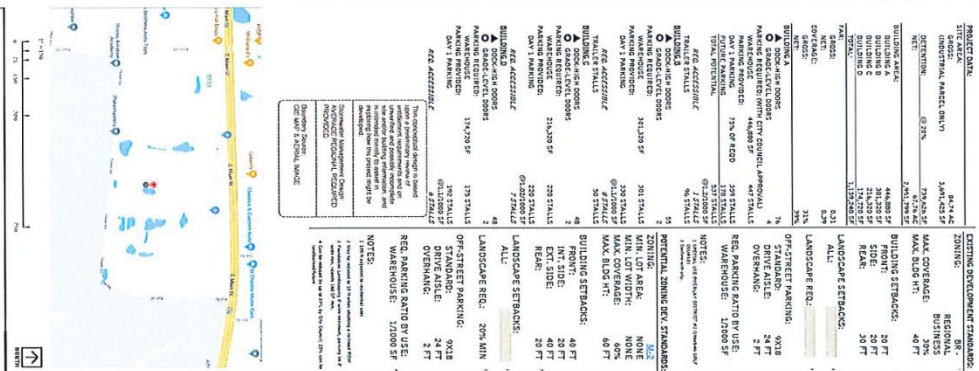
LOT 1, 2 AND 3 IN FINAL PLAT OF THE PHEASANT RUN INDUSTRIAL PARK SUBDIVISION – PHASE 1, BEING A SUBDIVISION OF THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED JANUARY 9, 2023 AS DOCUMENT NUMBER R2023-001605, IN DUPAGE COUNTY, ILLINOIS.

#### **PARCEL 2:**

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF PHEASANT RUN RESORT SUBDIVISION RECORDED NOVEMBER 5, 2020 AS DOCUMENT NO. R2020-131136, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT NO. R2021-061626; THENCE NORTH 88 DEGREES 29 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID DEED PROPERTY, 526.54 FEET TO THE SOUTHEAST CORNER OF SAID DEED PROPERTY, ALSO BEING ON THE WEST LINE OF THE WAYNE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO, RECORDED MARCH 31, 1945 AS DOCUMENT NO. 475538; THENCE SOUTH 00 DEGREES 32 MINUTES 43 SECONDS WEST ALONG THE WEST LINE THEREOF, 1291.73 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND AS SHOWN ON THE DUPAGE COUNTY AIRPORT ASSESSMENT PLAT NO. 1 RECORDED AS DOCUMENT 856854; THENCE NORTH 84 DEGREES 13 MINUTES 22 SECONDS WEST, ALONG SAID NORTHERLY LINE, 1075.43 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 10 SECONDS EAST, 704.21 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 231.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 341.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 19 DEGREES 34 MINUTES 05 SECONDS WEST, A CHORD DISTANCE OF 227.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 39 DEGREES 02 MINUTES 00 SECONDS WEST, 77.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 123.73 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 299.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 27 DEGREES 10 MINUTES 42 SECONDS WEST, A CHORD DISTANCE OF 122.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 44.89 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 198.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 08 DEGREES 49 MINUTES 43 SECONDS WEST, A CHORD DISTANCE OF 44.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 02 DEGREES 20 MINUTES 03 SECONDS WEST, 17.49 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 IN AFORESAID PHEASANT RUN RESORT SUBDIVISION; THENCE NORTH 88 DEGREES 29 MINUTES 35 SECONDS EAST, ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 746.37 FEET TO THE POINT OF BEGINNING.

## Site Plan



## **EXHIBIT D**

### **DAA Parcel**

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, 67.26 FEET TO A POINT ON A LINE 6 FEET WESTERLY OF AND PARALLEL WITH THE EXISTING WESTERLY EDGE OF PAVEMENT OF KEIL ROAD; THENCE SOUTHERLY ALONG A LINE 6 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, 117.03 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 02 SECONDS WEST, 199.33 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, 87.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 83.62 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 285.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 46 MINUTES 57 SECONDS WEST, 83.32 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 11 MINUTES 17 SECONDS WEST, 341.16 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, 407.04 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.

## **EXHIBIT E**

### **Project Development Costs**

| <b>Budget Summary</b>               |                          |
|-------------------------------------|--------------------------|
| <b>A. Land Acquisition</b>          | <b>\$ 11,412,000.00</b>  |
| <b>B. Land Infrastructure Costs</b> |                          |
| B1. General Contractor              | \$ 1,418,000.00          |
| B2. Water/Sewer                     | \$ 6,528,000.00          |
| B3. Stormwater/Wetland/Landscaping  | \$ 3,256,000.00          |
| B4. Road Work/Paving                | \$ 2,556,000.00          |
| B5. Excavating                      | \$ 7,741,000.00          |
| B6. Electric                        | \$ 1,140,000.00          |
| B7. Engineering/Consultants         | \$ 1,195,000.00          |
| B8. Other                           | \$ 374,000.00            |
| <i>Sub Total</i>                    | <b>\$ 24,208,000.00</b>  |
| <b>C. Land Soft Costs</b>           | <b>\$ 1,000,000.00</b>   |
| <b>D. Electric Equipment</b>        | <b>\$ 5,598,000.00</b>   |
| <b>E. Building C &amp; D</b>        |                          |
| E1. Shell Costs                     | \$ 24,819,000.00         |
| E2. Soft Costs -Finanacing          | \$ 6,501,000.00          |
| E3. Tenant Improvements             | \$ 2,679,000.00          |
| <i>Sub Total</i>                    | <b>\$ 33,999,000.00</b>  |
| <b>F. Building B</b>                |                          |
| F1. Shell Costs                     | \$ 16,306,000.00         |
| F2. Soft Costs-Finanacing           | \$ 4,505,000.00          |
| F3. Tenant Improvements             | \$ 2,736,000.00          |
| <i>Sub Total</i>                    | <b>\$ 23,547,000.00</b>  |
| <b>G. Building A - Estimated</b>    |                          |
| G1. Shell Costs                     | \$ 25,777,000.00         |
| G2. Soft Costs-Finanacing           | \$ 6,608,000.00          |
| G3. Tenant Improvements             | \$ 4,325,000.00          |
| <i>Sub Total</i>                    | <b>\$ 36,710,000.00</b>  |
| <b>Total</b>                        | <b>\$ 136,474,000.00</b> |

**EXHIBIT F**

**TIF Eligible Costs**

|                                                                                                                                  |  | Estimated TIF<br>Eligible Amount |
|----------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------|
| A. Electrical Improvements: Electrical Equipment, Electrical Design, Electrical Duct Bank, Electrical Infrastructure, Excavating |  | \$ 9,284,932                     |
| B. Site Preparation                                                                                                              |  | \$ 1,590,985                     |
| C. TIF Consultant Costs                                                                                                          |  | \$ 49,500                        |
| <b>Total</b>                                                                                                                     |  | <b>\$10,925,417</b>              |

## **EXHIBIT G**

### **Form of Certificate of Expenditure**

#### *Certificate of Expenditure*

City of St. Charles

\_\_\_\_\_  
\_\_\_\_\_

Re: Development Agreement, dated \_\_\_\_\_20\_\_\_\_, (the "Redevelopment Agreement") by and between the City of St. Charles, Illinois ("City") and GSI Family Investments of Arizona, LLC, a Delaware limited liability company (the "Developer")

Dear City Administrator:

Pursuant to the Redevelopment Agreement, you are hereby requested to approve the dollar amount set forth in this Certificate of Expenditure. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Certificate of Expenditure No.: \_\_\_\_\_
2. Amount expended by Developer: \$\_\_\_\_\_
3. The amount set forth in this Certificate of Expenditure is for those Redevelopment Project Costs permitted under the Redevelopment Agreement.
4. The undersigned certifies that:
  - (i) the amounts included in Paragraph 2 above were paid or incurred and financed in accordance with approved plans, permits and specifications of the Project as defined in the Redevelopment Agreement;
  - (ii) the amounts included in Paragraph 2 above, represent a part or all of the reimbursement due and payable as Redevelopment Project Costs under the Redevelopment Agreement and Certificate of Expenditure the amounts have not been included in any previous Certificate of Expenditure, with paid invoices and/or other documents attached as evidence of such expenditures;
  - (iii) Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of Developer that would prevent the performance of the obligations of Developer under the Redevelopment Agreement.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED:  
CITY OF ST. CHARLES, an Illinois municipal  
corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
City Administrator

## Exhibit B



GRECO | DEROSA  
INVESTMENT GROUP

1307 Schiferl Rd.  
Bartlett, IL 60103  
Ph: 630.580.0372  
Fax: 630.580.0749  
www.gdinvestmentgroup.com

February 7, 2025

Economic Development Department  
City of St. Charles  
2 E Main St  
St. Charles, IL 60174

Community & Economic Development Department:

This letter will outline the Financial Assistance Request for GSI Family Investments of Arizona, LLC ("Applicant"). This request is to help facilitate the re-development of the former 84 Acres +/- Pheasant Run Golf Course ("Subject Site") into an industrial park.

### 1. PROJECT NARRATIVE

- **Current Use:** - The Subject Site is a vacant, abandoned golf course that is fenced off to the public and is also adjacent to the vacant, and abandoned former Pheasant Run Resort that is also fenced off to the public and in a state of disrepair ready for demolition. Furthermore, the Subject Site is also adjacent to the new, McGrath Honda of St. Charles that is presently under construction.
- **Proposed Use:** - The re-development of the former 84 Acres +/- Pheasant Run Golf Course into a modern, Class A industrial park that will be to support up to 1.1 MM SF +/- over four (4) buildings. End Users for the industrial park will comply with City's M-2 Zoning. The most likely End Users will conduct businesses in light manufacturing and / or warehousing and distribution.
- **Construction Information:** - The buildings will be constructed using precast concrete panels and with clear heights ranging from 32 feet to 36 feet.

### 2. PROJECTED PROJECT START AND END DATES

The projected start date for the Subject Site will be late Spring 2022. The Subject Site will be developed in phases. The initial phase will include mass grading and all subgrade and utility work necessary to develop pad sites. The estimated completion of this phase is late Fall 2022. The second phase will include the development of the buildings. The first buildings (Buildings C & D) are projected to start upon the completion of the initial phase or late Fall 2022. Each building will take approximately 9 – 12 months to complete. We anticipate having the entire industrial park built out by the end of 2025.

### **3. DESCRIPTION OF PUBLIC BENEFITS**

- **Creation of New Permanent Jobs:** - It is estimated that Pheasant Run Industrial Park may create up to 500 – 1,500 new jobs.
- **Catalyst for New Private Investment:** - The TIF will provide the required power to the Subject Site and will help spur the re-development of the abandoned Pheasant Run Resort.
- **Elimination of Blight:** - The re-development of the former Pheasant Run Golf Course (Subject Site) that is an under-utilized, in-fill site that is an eye sore to the City of St. Charles' Eastern Gateway. Without the TIF, the Subject Site would stay blighted and undeveloped due to deed restrictions put on the site by the DAA and the inadequate electrical power necessary to re-develop the site.
- **Incorporation of Environmentally Friendly Features:** - The re-development of the Subject Site will include environmentally friendly dry bottom ponds with native grasses.
- **Creation of Public Infrastructure or Facilities:** - The re-development of the Subject Site will also provide the necessary power for the re-development of the abandoned Pheasant Run Resort that is in severe disrepair.
- **Increased Property Tax Revenue:** - Upon completion of the re-development of the Subject Site, it is anticipated that property tax revenue will rise by approximately \$1.5 - \$2.0 MM over the existing tax paid as a former golf course.

### **4. SITE MAPS**

*See Exhibit A – Site Maps*

### **5. LIST OF ALL PARCEL IDENTIFICATION NUMBERS (PINS) THAT ENCOMPASS THE PROPERTY**

01-30-300-057; 01-30-300-058; 01-30-300-059; 01-30-300-060

### **6. RENDERINGS**

*See Exhibit B – Pheasant Run Industrial Park Current Aerials*

### **7. EVIDENCE OF SITE CONTROL**

*See Exhibit C – Deed*

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## 8. SOURCES AND USES SUMMARY

| <u>Sources</u> | <u>Amount</u>            | <u>%</u>    |
|----------------|--------------------------|-------------|
| Equity         | \$ 41,223,192.40         | 30%         |
| Bank Financing | \$ 94,258,551.43         | 70%         |
| <b>Totals</b>  | <b>\$ 135,481,743.83</b> | <b>100%</b> |

| <u>Uses</u>                               | <u>Amount</u>            | <u>%</u>    |
|-------------------------------------------|--------------------------|-------------|
| Land Acquisition                          | \$ 11,412,865.50         | 8%          |
| Land Infrastructure Costs (excl Electric) | \$ 23,212,129.72         | 17%         |
| Electric Infrastructure                   | \$ 5,598,197.18          | 4%          |
| Soft Costs - Infrastructure               | \$ 1,000,000.00          | 1%          |
| Hard Costs - Buildings                    | \$ 77,208,600.98         | 57%         |
| Soft Costs - Buildings                    | \$ 17,049,950.45         | 13%         |
| <b>Totals</b>                             | <b>\$ 135,481,743.83</b> | <b>100%</b> |

## 9. DEVELOPMENT BUDGET SUMMARY

| <u>Uses</u>                               | <u>Amount</u>            | <u>%</u>    |
|-------------------------------------------|--------------------------|-------------|
| Land Acquisition                          | \$ 11,412,865.50         | 8%          |
| Land Infrastructure Costs (excl Electric) | \$ 23,212,129.72         | 17%         |
| Electric Infrastructure                   | \$ 5,598,197.18          | 4%          |
| Soft Costs - Infrastructure               | \$ 1,000,000.00          | 1%          |
| Hard Costs - Buildings                    | \$ 77,208,600.98         | 57%         |
| Soft Costs - Buildings                    | \$ 17,049,950.45         | 13%         |
| <b>Totals</b>                             | <b>\$ 135,481,743.83</b> | <b>100%</b> |

## 10. PRO FORMA INCOME AND EXPENSE SCHEDULE

*See Exhibit D- Pheasant Run Financial Projections With TIF*

*See Exhibit E- Pheasant Run Financial Projections Without TIF*

## 11. ANALYSIS OF FINANCIAL NEED

TIF Assistance is required for all hard, soft, and interest carry costs associated with bringing the required power to the Subject Site. The estimated amount for these costs is \$11.646MM. The existing electrical power to the Subject Site is insufficient to support the re-development of the Subject Site into an industrial park. It is typical for the development of in-fill sites to have the following: 1) nearby access to the required power or 2) the electrical provider to pay for the upfront costs and to be reimbursed by selling the power to the new end users. The Subject Site does not have nearby access to the required power nor is the City of St. Charles as the electrical provider willing to pay for the upfront costs needed to bring the power to the Subject Site. Furthermore, the financial returns without the TIF are inadequate as the project yields a leveraged return of 7.85%. However, with the TIF, the project yields a leveraged return of 9.76%. For a project of this magnitude, the Applicant requires a minimum return of 9.40%. Thus, without the financial assistance of the TIF, the re-development Subject Site is not feasible. Furthermore, the proforma schedule analyzed without the TIF is unable to support a DSCR of 1.2x or greater until year 6 (2029). Conversely, the proforma schedule including TIF is able to support a DSCR of 1.2x in year 4 (2027). The TIF is necessary for

the development to be able to fulfill the DSCR requirements of the lender on the construction loan until the project is stabilized.

*See Exhibit D- Pheasant Run Financial Projections With TIF*

*See Exhibit E- Pheasant Run Financial Projections Without TIF*

**12. INCREMENT PROJECTIONS**

*See Exhibit F- TIF Projections*

**13. FINANCIAL COMMITMENTS**

- Financing Institution - Bank of America
- Loan to Value % - 70%
- Term – 7 Years
- Rate – SOFR + 1.85%
- Amortization – Interest Only for 24 Months; then 25 Year Amortization thereafter for 60 Months

*See Exhibit G- Bank of America Financing Terms*

**14. MOST RECENT PROPERTY TAX BILL**

*See Exhibit H – Most Recent Property Tax Bill*

**15. APPEAL OF PROPERTY TAXES**

Applicant has not appealed the assessment for the Subject Site.

**16. MARKET STUDIES**

N/A – This is an Industrial Project.

**17. APPRAISAL**

N/A – There was no transfer of land. Applicant owns the site.

**18. ENVIRONMENTAL STUDIES AND REPORTS**

Not Required.

**19. OTHER STUDIES**

None.

**20. FINANCIAL STATEMENTS**

*See Exhibit I – Financial Statements*

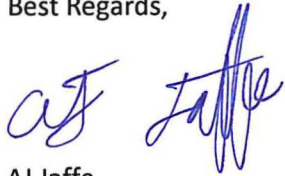
**21. ECONOMIC DISCLOSURE STATEMENT**

*See Exhibit J – Economic Disclosure Statement*

**22. PREVAILING WAGE REQUIREMENTS**

*See Exhibit K – Prevailing Wage Requirements*

Best Regards,

A handwritten signature in blue ink, appearing to read "AJ Jaffe".

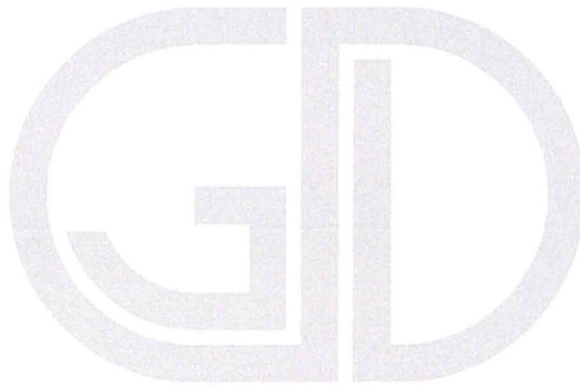
2/7/25

AJ Jaffe

Authorized Agent

GSI Family Investments of Arizona, LLC

***Encl: Exhibits A - K***



# **Pheasant Run Industrial Project Ownership Structure**

The Pheasant Run Industrial Project is owned by GSI Family Investments of Arizona LLC (GSI). GSI is owned 100% by 280 Westgate Drive Limited Partnership.

The ownership structure of 280 Westgate Drive Limited Partnership is as follows:

- Greco PG Five LLC – 80%
- Eduardo E. Greco Irrev Trust II – 4%
- Pasquale F. Greco Irrev Trust II – 4%
- Gian F. Greco Irrev Trust II – 4%
- Francesca Greco Jaffe Irrev Trust II – 4%
- Roberto Greco Irrev Trust II – 4%

The majority owner, Greco PG Five LLC is owned by the following entities:

- Eduardo E. Greco Irrev Trust II – 20%
- Pasquale F. Greco Irrev Trust II – 20%
- Gian F. Greco Irrev Trust II – 20%
- Francesca Greco Jaffe Irrev Trust II – 20%
- Roberto Greco Irrev Trust II – 20%

The owners of the trust listed above are as follows:

- Eduardo E. Greco Irrev Trust II – Trust beneficiary is Eduardo E. Greco
- Pasquale F. Greco Irrev Trust II – Trust beneficiary is Pasquale F. Greco
- Gian F. Greco Irrev Trust II – Trust beneficiary is Gian F. Greco
- Francesca Greco Jaffe Irrev Trust II – Trust beneficiary is Francesca Greco Jaffe
- Roberto Greco Irrev Trust II – Trust beneficiary is Roberto Greco

# **Pheasant Run Industrial Project Principal Profile Information**

Eduardo E. Greco  
1005 Glenbriar Court, St. Charles, IL 60174  
Bellissimo Distribution LLC  
(630) 774-0629  
[egreco@grecoandsons.com](mailto:egreco@grecoandsons.com)

Pasquale F. Greco  
3 Elle Ct., South Barrington, IL 60010  
Bellissimo Distribution LLC  
(630) 675-3167  
[LGreco@grecoandsons.com](mailto:LGreco@grecoandsons.com)

Gian F. Greco  
34W683 Army Trail Road, Wayne, IL 60184  
Bellissimo Distribution LLC  
(630) 774-0571  
[Gian@grecoandsons.com](mailto:Gian@grecoandsons.com)

Francesca Greco Jaffe  
3465 Dover Hill Ct., St. Charles, IL 60175  
Cheese Merchants of America LLC  
(847) 977-1059  
[FranJ71@hotmail.com](mailto:FranJ71@hotmail.com)

Roberto Greco  
34W685 Army Trail Road, Wayne, IL 60184  
Cheese Merchants of America LLC  
(630) 514-0969  
[Bobg@cheesemerchants.com](mailto:Bobg@cheesemerchants.com)

## EXHIBIT A

### PROPERTY DESCRIPTION:

A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 15 MINUTES 43 SECONDS WEST (BEARINGS FOR DESCRIPTIVE PURPOSES ONLY) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1040.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 43 SECONDS WEST ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1005.01 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 1175.37 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 234.97 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 304.10 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 424.26 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 969.01 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 700.00 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AVENUE (ILLINOIS ROUTE 64); THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 165.70 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 386.69 FEET ON THE SAID SOUTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7539.47 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 88 DEGREES 54 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 386.65 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND AS SHOWN ON THE WAYNE TOWNSHIP SUPERVISOR'S PLAT NO. 2; THENCE SOUTH 00 DEGREES 23 MINUTES 22 SECONDS WEST ON THE WEST LINE OF SAID WAYNE TOWNSHIP SUPERVISOR'S PLAT NO. 2 A DISTANCE OF 1982.51 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND AS SHOWN ON THE DUPAGE COUNTY AIRPORT ASSESSMENT PLAT NO. 1 RECORDED AS DOCUMENT 856854 IN THE RECORDER OF DEEDS OFFICE, DUPAGE COUNTY, ILLINOIS; THENCE NORTH 84 DEGREES 14 MINUTES 41 SECONDS WEST A DISTANCE OF 3,444.66 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 30, ALSO BEING THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS;

EXCEPT THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF PHEASANT RUN RESORT SUBDIVISION, BEING A SUBDIVISION OF PART OF SAID SOUTH HALF OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 2020 AS DOCUMENT NO. R2020-131136 (SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF STATE ROUTE 64/NORTH AVENUE); THENCE NORTH 88 DEGREES 30 MINUTES 21 SECONDS EAST ALONG SAID RIGHT OF WAY, 165.04 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 7539.49 FEET, AN ARC DISTANCE OF 365.55 FEET, (THE CHORD OF THE LAST DESCRIBED CURVE BEARING NORTH 89 DEGREES 56 MINUTES 38 SECONDS EAST, 386.51 FEET), TO A

WEST LINE OF THE WAYNE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO, RECORDED MARCH 31, 1945 AS DOCUMENT NO. 475538; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS WEST ALONG THE WEST LINE THEREOF, 690.38 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 47 SECONDS WEST, 526.60 FEET TO THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE NORTH 01 DEGREES 30 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, 699.68, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING: THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST (BEARING BASED UPON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE - 2011 ADJUSTMENT) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1040.41 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND AS SHOWN ON THE DUPAGE COUNTY AIRPORT ASSESSMENT PLAT NO. 1 RECORDED AS DOCUMENT 856854, SAID LINE ALSO BEING THE SOUTH LINE OF PROPERTY DESCRIBED IN AMENDED ORDER VESTING TITLE AND SATISFACTION OF JUDGEMENT RECORDED OCTOBER 3, 2017 AS DOCUMENT R2017-103028, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, 111.71 FEET; THENCE SOUTH 40 DEGREES 40 MINUTES 05 SECONDS EAST, 161.23 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN DOCUMENT R2017-103028, ALSO BEING THE NORTH LINE OF TRACT SHOWN ON SAID DUPAGE COUNTY AIRPORT ASSESSMENT PLAT NO. 1; THENCE NORTH 84 DEGREES 13 MINUTES 22 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 105.14 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 1 IN PHEASANT RUN RESORT ASSESSMENT PLAT #2, BEING A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 2021 AS DOCUMENT R2021-054229, IN DUPAGE COUNTY, ILLINOIS.