

AGENDA
THE CITY OF ST. CHARLES CITY
COMMITTEE OF THE WHOLE MEETING
ALD. DAVID PIETRYLA, CHAIR
MONDAY, MAY 4, 2026
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. **Call to Order**
2. **Roll Call**
3. **Agenda-Related Public Comment** (this comment period should be limited to comments related to items on the published agenda)
4. **Consent Agenda Items** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
 - a. Recommendation to approve and execute an Acceptance **Resolution** for Public Utilities and Improvements (Sanitary Sewer, Watermain, Storm Sewer, Street, and Sidewalk) for the Brooke Toria Estates subdivision.
 - b. Recommendation to approve the raising of the Pride flag throughout the month of June.
5. **Finance**
 - a. Recommendation to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Four-Year Agreement for Services between the City of St. Charles and the St. Charles Business Alliance, an Illinois Not-For-Profit Corporation.
6. **Economic Development**
 - a. Presentation and Discussion of RFP Submittal for First Street Redevelopment Building 8 Lot (122 S 2nd Street).
7. **Information Technology**
 - a. Recommendation to approve a **Resolution** Authorizing the Approval of a One-Year Extension of an Agreement with Anthony Timbers LLC for Managed Security Services for \$218,406.

- b. Recommendation to approve a **Resolution** Authorizing the Approval of Software Subscriptions with Granicus, Inc. for \$119,104

8. Public Works

- a. Recommendation to approve a **Resolution** Awarding the Unit Cost Bid for the Annual Lead Line Replacement Program to Swallow Construction in the amount of \$7,650,000.
- b. Recommendation to approve a **Resolution** Awarding the Bid for Directional Boring Services to Archon Construction Co. Inc. for an estimated annual amount of \$500,000 and three-year total of \$1,500,000

9. Community Development

- a. Presentation of a Concept Plan for Ninth Street Commons.

10. Police Department

- a. Recommendation to Approve a **Resolution** for the One Year Contract and License Agreement with A.I.D. (Association for Individual Development)

11. Public Comment (this comment period is open to any topic)

12. Additional Items from Mayor, Council or Staff

13. Executive Session

- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- Personnel – 5 ILCS 120/2(c)(1)

14. Adjournment

ADA Compliance

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

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Recommendation to Approve and Execute an Acceptance Resolution for Public Utilities and Improvements (Sanitary Sewer, Watermain, Storm Sewer, Street, and Sidewalk) for the Brooke Toria Estates subdivision.	
	Presenter:	Bruce Sylvester, Assistant Community Development Director	
Meeting: Committee of the Whole Date: May 4, 2026			
Proposed Cost: \$		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Public sanitary sewer, watermain, storm sewer, street, and sidewalk improvements and appurtenances were constructed by the developer to service the Brooke Toria Estates subdivision. • Said utilities and improvements have undergone and passed all required standard testing. • The City has performed inspections and all punch-list items have been resolved. • Bill of Sale and Lien Waivers have been received. • Record Drawings have been submitted and approved. • All improvements are located within public rights of way or recorded easements.			
Attachments (please list): Acceptance Resolution Bill of Sale Exhibits			
Recommendation/Suggested Action (briefly explain): Staff recommends approval and execution of an acceptance resolution.			

(Sanitary Sewer, Watermain,
Storm Sewer, Street and Sidewalk)

**City of St. Charles
Kane and DuPage Counties**

ACCEPTANCE RESOLUTION

Subdivision Name: Brooke Toria Estates Subdivision

Whereas V&M Investment and Remodeling Group, LLC, the Developer of the Brooke Toria Estates Subdivision, constructed public streets, sidewalks, storm sewer, sanitary sewer, and watermain and appurtenances in public right of way and easements as described in the attached exhibits in the aforesaid Subdivision; and

Whereas, the Developer has constructed public streets, sidewalks, storm sewer, sanitary sewer, and watermain and appurtenances in accord with the plans and specifications, heretofore approved by the City of St. Charles; and

Whereas, the constructed public streets, sidewalks, storm sewer, sanitary sewer, and watermain and appurtenances have been inspected by the Engineer for the subdivider and by a representative for the City of St. Charles and are found to be satisfactory;

Now, Therefore, Be It Resolved by the City Council of St. Charles, that said Council hereby approves and accepts the constructed public streets, sidewalks, storm sewer, sanitary sewer, and watermain and appurtenances. It being understood that this acceptance and/or approval in no way relieves the Developer of his Surety of any obligation for maintenance for a period of one (1) year as provided for in the Land Improvement Agreement between the Developer and the City.

Passed by the City Council of the City of St. Charles, this 18th day of May, 2026, and
APPROVED by the Mayor of said City of St. Charles, this 18th day of May, 2026.

MAYOR

ATTEST:

CITY CLERK

BILL OF SALE

*V & M Investment &
Remodeling Group LLC*

KNOW ALL MEN BY THESE PRESENTS, that *VITO MIOLLI manager* ("Seller"), *Member*, in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, sell, transfer and deliver unto the CITY OF ST. CHARLES, an Illinois municipal corporation in Kane County, Illinois, ("City") the following goods, chattels or other items of personal property, to wit:

ONE: Each and every part of a WATERMAIN AND APPURTANCES, SANITARY SEWER MAIN, PUBLIC STORM SEWER, AND PUBLIC ROADWAY AND OTHER FAITH LANE RIGHT-OF WAY PUBLIC IMPROVEMENT APPURTANCES, as fully described in a certain set of plans and specifications attached hereto and incorporated herein as Exhibit "A".

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the CITY, with the exceptions noted, the ownership in all items of personalty, which comprise the PUBLIC IMPROVEMENTS by SELLER to date within the CITY.

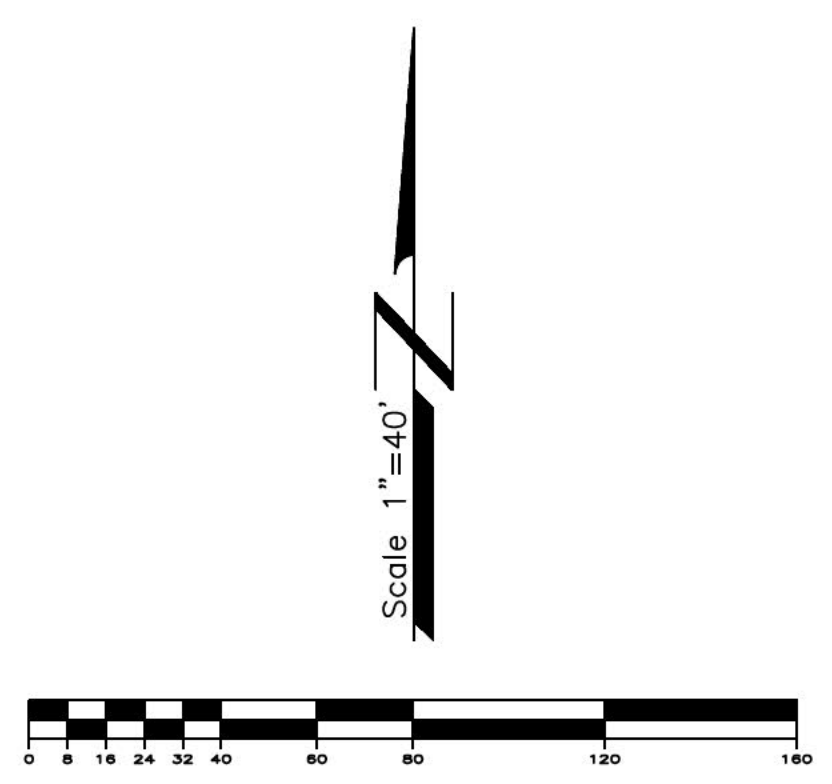
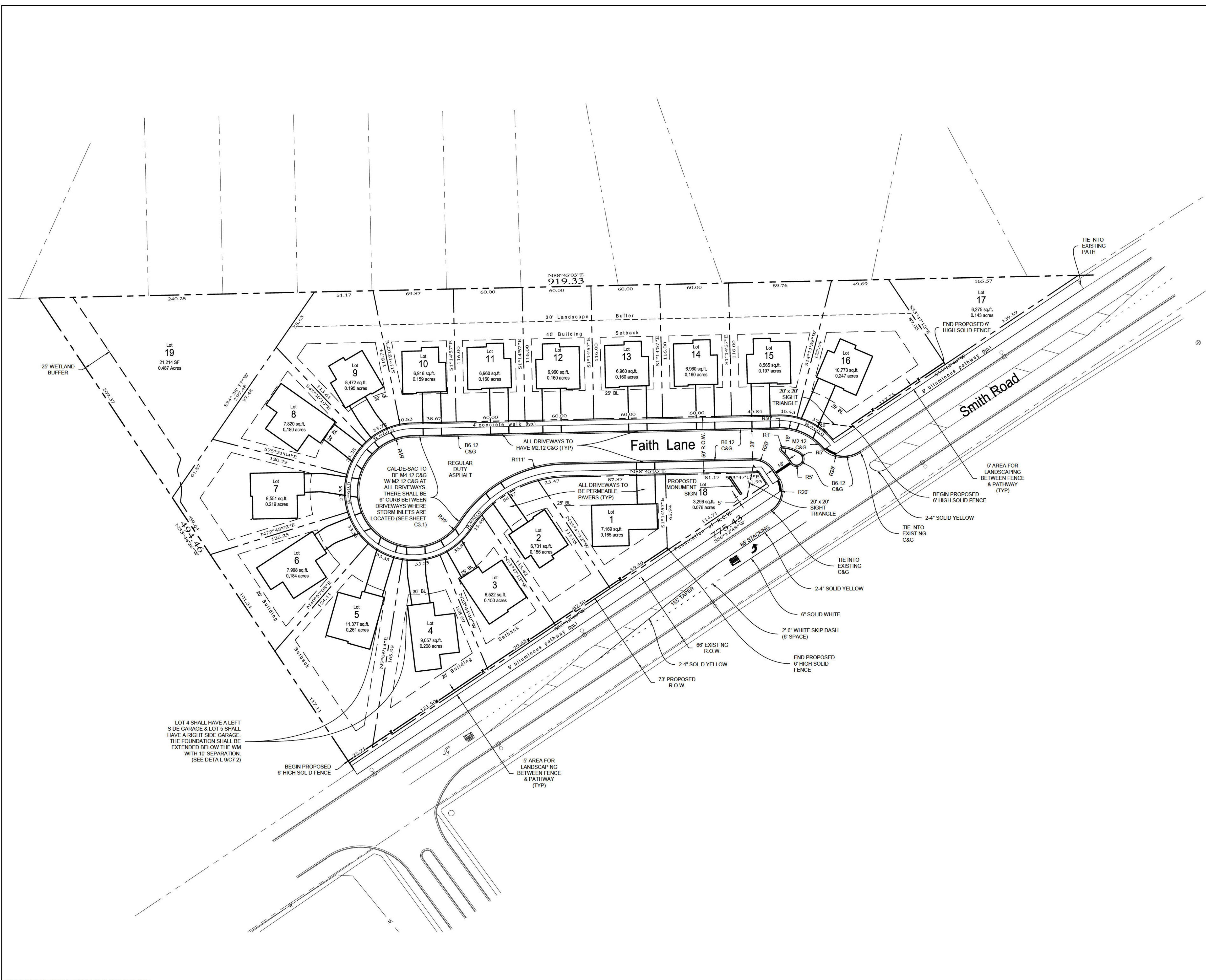
SELLER does hereby covenant and warrant to the CITY that SELLER is the lawful owner of the aforescribed goods, chattels and personalty; that such items are free and clear from all encumbrances; that SELLER has the absolute right to sell the same as aforesaid; and that SELLER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said SELLER.

IN WITNESS WHEREOF, SELLER has signed and sealed this Bill of Sale at *OK 632 Leblanc*, this *19* day of *Nov*, 20 *25*.

*V & M Investment
& Remodeling Group LLC*
(SELLER) *[Redacted]*

ATTEST:

[Redacted]



SITE ANALYSIS

SITE	
NW Corner of Smith Road and Pheasant Trail St. Charles, IL	
Proposed Use	Single Family Residences
Existing Zoning	R-4 (Unincorporated DuPage County)
Required Zoning	RS-4 (City of St. Charles)
Parcel Area	191,712 sf ±4.40 Acres
Total Area To Be Dedicated	5,390 sf ±0.12 Acres
Parcel Area	186,327 sf ±4.28 Acres

LEGEND

PROPOSED CURB & GUTTER	=====
EXISTING CURB & GUTTER	=====
PROPERTY LINE	-----
SETBACK LINE	-----

SITE NOTES

1. ALL DIMENSIONS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADI ARE BACK OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO STARTING WORK AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
4. CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION.
5. SEE DETAILS FOR BITUMINOUS AND CONCRETE PAVEMENT SECTIONS.
6. CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF ENTRANCE OF R.O.W. IN ACCORDANCE W/ ILLINOIS D.O.T. REQUIREMENTS.
7. ADA HANDICAP RAMPS SHALL BE INSTALLED AT ALL LOCATIONS DELINEATED ON PLANS AS WELL AS AT ALL LOCATIONS WHERE SIDEWALK ADJUTS DRIVES OR ROADWAYS.
8. CONTRACTOR SHALL COMPARE ARCHITECTURAL AND ENGINEERING PLANS FOR INTERFACE COMPATIBILITY.
10. ALL CURB AND GUTTER SHALL BE B6-12 UNLESS OTHERWISE NOTED ON PLANS
11. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR AS OTHERWISE APPROVED BY THE CITY OF ST. CHARLES.
12. ALL DRIVEWAYS ARE TO BE PERMEABLE PAVERS FOR STORMWATER MANAGEMENT PURPOSES.
13. FUTURE PATIOS AND SIDEWALKS ON ALL LOTS ARE TO BE PERMEABLE PAVERS AND DECKS ARE TO BE WOOD FOR STORMWATER MANAGEMENT PURPOSES.

SITE IMPERVIOUS

EXISTING IMPERVIOUS AREA = 0 SF OR 0.00 ACRES
PROPOSED IMPERVIOUS AREA = 54,015 SF OR 1.24 ACRES
NET NEW IMPERVIOUS AREA = 54,015 SF OR 1.24 ACRES

**NO AS-BUILT INFORMATION PROVIDED ON THIS SHEET.

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
11	8/26/21	FOR RECORD DRAWING SET			
7	12/20/19	PER CITY COMMENTS			
4	2/26/19	PER CITY COMMENTS			
2	10/17/18	PER CITY COMMENTS			
1	8/28/18	PER CITY COMMENTS			

SITE PLAN

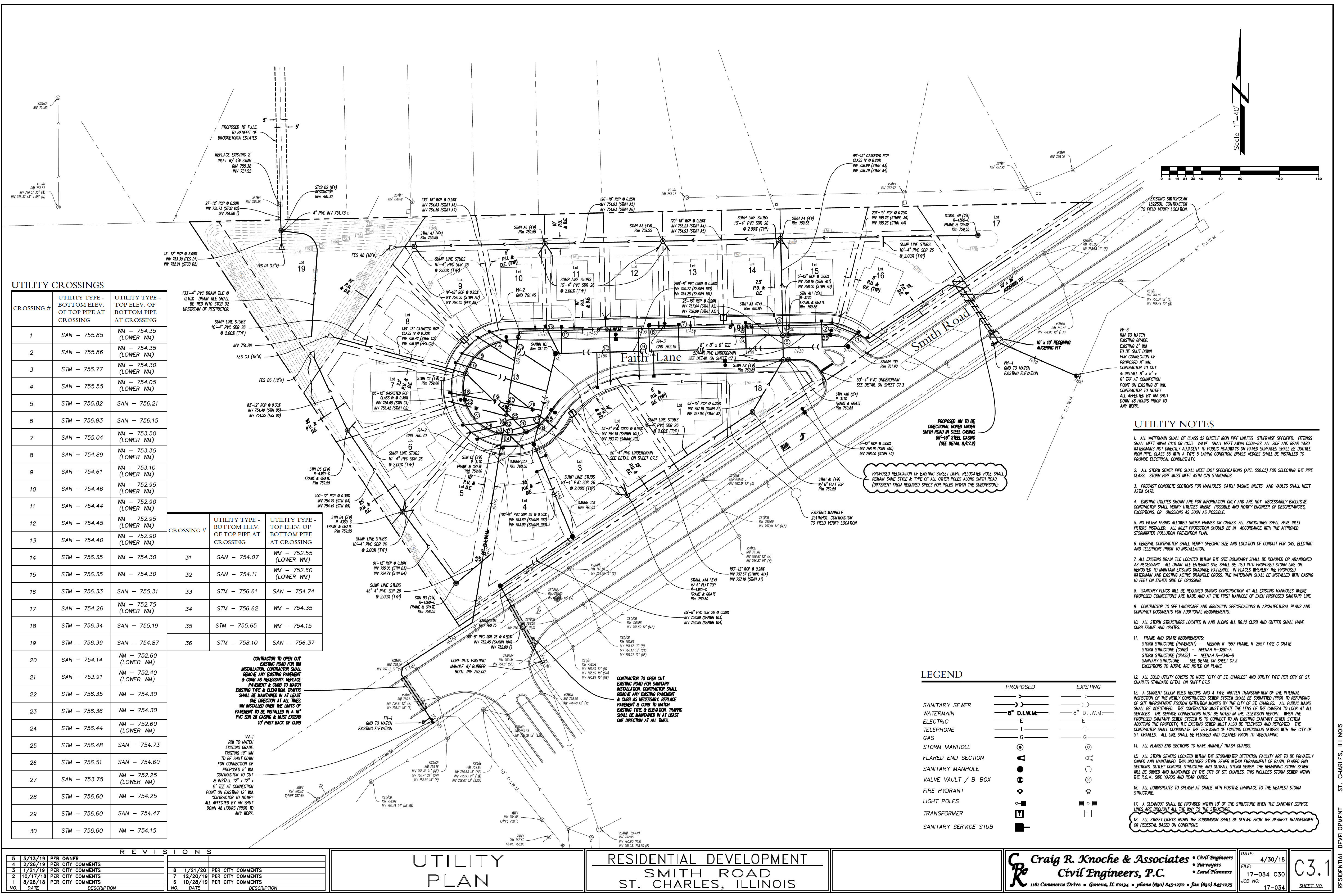
RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates • Civil Engineers
• Surveyors
• Land Planners
1161 Commerce Drive • Geneva, IL 60134 • phone (630) 845-1270 • fax (630) 845-1275

DATE: 4/30/18
FILE: 17-034 C10
JOB NO: 17-034

C1.1
SHEET NO.

RESIDENTIAL DEVELOPMENT ST. CHARLES, ILLINOIS



UTILITY CROSSINGS

CROSSING #	UTILITY TYPE - BOTTOM ELEV. OF TOP PIPE AT CROSSING	UTILITY TYPE - TOP ELEV. OF BOTTOM PIPE AT CROSSING
1	SAN - 755.85	WM - 754.35 (LOWER WM)
2	SAN - 755.86	WM - 754.35 (LOWER WM)
3	STM - 756.77	WM - 754.30 (LOWER WM)
4	SAN - 755.55	WM - 754.05 (LOWER WM)
5	STM - 756.82	SAN - 756.21
6	STM - 756.93	SAN - 756.15
7	SAN - 755.04	WM - 753.50 (LOWER WM)
8	SAN - 754.89	WM - 753.35 (LOWER WM)
9	SAN - 754.61	WM - 753.10 (LOWER WM)
10	SAN - 754.46	WM - 752.95 (LOWER WM)
11	SAN - 754.44	WM - 752.90 (LOWER WM)
12	SAN - 754.45	WM - 752.95 (LOWER WM)
13	SAN - 754.40	WM - 752.90 (LOWER WM)
14	STM - 756.35	WM - 754.30
15	STM - 756.35	WM - 754.30
16	STM - 756.33	SAN - 755.31
17	SAN - 754.26	WM - 752.75 (LOWER WM)
18	STM - 756.34	SAN - 755.19
19	STM - 756.39	SAN - 754.87
20	SAN - 754.14	WM - 752.60 (LOWER WM)
21	SAN - 753.91	WM - 752.40 (LOWER WM)
22	STM - 756.35	WM - 754.30
23	STM - 756.36	WM - 754.30
24	STM - 756.44	WM - 752.60 (LOWER WM)
25	STM - 756.48	SAN - 754.73
26	STM - 756.51	SAN - 754.60
27	SAN - 753.75	WM - 752.25 (LOWER WM)
28	STM - 756.60	WM - 754.25
29	STM - 756.60	SAN - 754.47
30	STM - 756.60	WM - 754.15

CROSSING #	UTILITY TYPE - BOTTOM ELEV. OF TOP PIPE AT CROSSING	UTILITY TYPE - TOP ELEV. OF BOTTOM PIPE AT CROSSING
31	SAN - 754.07	WM - 752.55 (LOWER WM)
32	SAN - 754.11	WM - 752.60 (LOWER WM)
33	STM - 756.61	SAN - 754.74
34	STM - 756.62	WM - 754.35
35	STM - 755.65	WM - 754.15
36	STM - 758.10	SAN - 756.37

CONTRACTOR TO OPEN CUT EXISTING ROAD FOR SANITARY INSTALLATION. CONTRACTOR SHALL REMOVE ANY EXISTING PAVEMENT & CURB AS NECESSARY. REPLACE PAVEMENT & CURB TO MATCH EXISTING TYPE & ELEVATION. TRAFFIC SHALL BE MAINTAINED IN AT LEAST ONE DIRECTION AT ALL TIMES. NEW INSTALLATION UNDER THE LIMITS OF PAVEMENT TO BE INSTALLED IN A 10' PVC SDR 26 CASING & MUST EXTEND 10' PAST BACK OF CURB.

WV-1 RM TO MATCH EXISTING GRADE. EXISTING 12" WM TO BE SHUT DOWN FOR CONNECTION OF PROPOSED 8" WM. CONTRACTOR TO CUT & INSTALL 12" x 12" x 8" TEE AT CONNECTION POINT ON EXISTING 12" WM. CONTRACTOR TO NOTIFY ALL AFFECTED BY WM SHUT DOWN 48 HOURS PRIOR TO ANY WORK.

UTILITY NOTES

- ALL WATERMAIN SHALL BE CLASS 52 DUCTILE IRON PIPE UNLESS OTHERWISE SPECIFIED. FITTINGS SHALL MEET AWWA C110 OR C153. VALVE SHALL MEET AWWA C500-07. ALL SIDE AND REAR YARD WATERMANS NOT DIRECTLY ADJACENT TO PUBLIC ROADWAYS OR PAVED SURFACES SHALL BE DUCTILE IRON PIPE, CLASS 55 WITH A TYPE 5 LAYING CONDITION. BRASS WEDGES SHALL BE INSTALLED TO PROVIDE ELECTRICAL CONDUCTIVITY.
- ALL STORM SEWER PIPE SHALL MEET DOT SPECIFICATIONS (ART. 550.03) FOR SELECTING THE PIPE CLASS. STORM PIPE MUST MEET ASTM C76 STANDARDS.
- PRECAST CONCRETE SECTIONS FOR MANHOLES, CATCH BASINS, INLETS AND VAULTS SHALL MEET ASTM C478.
- EXISTING UTILITIES SHOWN ARE FOR INFORMATION ONLY AND ARE NOT NECESSARILY EXCLUSIVE. CONTRACTOR SHALL VERIFY UTILITIES WHERE POSSIBLE AND NOTIFY ENGINEER OF DISCREPANCIES, EXCEPTIONS, OR OMISSIONS AS SOON AS POSSIBLE.
- NO FILTER FABRIC ALLOWED UNDER FRAMES OR GRATES. ALL STRUCTURES SHALL HAVE INLET FILTERS INSTALLED. ALL INLET PROTECTION SHOULD BE IN ACCORDANCE WITH THE APPROVED STORMWATER POLLUTION PREVENTION PLAN.
- GENERAL CONTRACTOR SHALL VERIFY SPECIFIC SIZE AND LOCATION OF CONDUIT FOR GAS, ELECTRIC AND TELEPHONE PRIOR TO INSTALLATION.
- ALL EXISTING DRAIN TILE LOCATED WITHIN THE SITE BOUNDARY SHALL BE REMOVED OR ABANDONED AS NECESSARY. ALL DRAIN TILE ENTERING SITE SHALL BE TIED INTO PROPOSED STORM LINE OR REROUTED TO MAINTAIN EXISTING DRAINAGE PATTERNS. IN PLACES WHEREBY THE PROPOSED WATERMAIN AND EXISTING ACTIVE DRAIN TILE CROSS, THE WATERMAIN SHALL BE INSTALLED WITH CASING 10 FEET ON EITHER SIDE OF CROSSING.
- SANITARY PLOUS WILL BE REQUIRED DURING CONSTRUCTION AT ALL EXISTING MANHOLES WHERE PROPOSED CONNECTIONS ARE MADE AND AT THE FIRST MANHOLE OF EACH PROPOSED SANITARY LINE.
- CONTRACTOR TO SEE LANDSCAPE AND IRRIGATION SPECIFICATIONS IN ARCHITECTURAL PLANS AND CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
- ALL STORM STRUCTURES LOCATED IN AND ALONG ALL B6.12 CURB AND GUTTER SHALL HAVE CURB FRAME AND GRATES.
- FRAME AND GRATE REQUIREMENTS:
STORM STRUCTURE (PAVEMENT) - NEENAH R-1557 FRAME, R-2557 TYPE G GRATE
STORM STRUCTURE (CURB) - NEENAH R-3281-A
STORM STRUCTURE (GRASS) - NEENAH R-4340-B
SANITARY STRUCTURE - SEE DETAIL ON SHEET C7.3
EXCEPTIONS TO ABOVE ARE NOTED ON PLANS.
- ALL SOLID UTILITY COVERS TO NOTE "CITY OF ST. CHARLES" AND UTILITY TYPE PER CITY OF ST. CHARLES STANDARD DETAIL ON SHEET C7.3.
- A CURRENT COLOR VIDEO RECORD AND A TYPE WRITTEN TRANSCRIPTION OF THE INTERNAL INSPECTION OF THE NEWLY CONSTRUCTED SEWER SYSTEM SHALL BE SUBMITTED PRIOR TO REFUNDING OF SITE IMPROVEMENT ESCROW RETENTION MONIES BY THE CITY OF ST. CHARLES. ALL PUBLIC MAINS SHALL BE VIDEOGRAPHED. THE CONTRACTOR MUST ROTATE THE LENS OF THE CAMERA TO LOOK AT ALL SERVICES. THE SERVICE CONNECTIONS MUST BE NOTED IN THE TELEVISION REPORT. WHEN THE PROPOSED SANITARY SEWER SYSTEM IS TO CONNECT TO AN EXISTING SANITARY SEWER SYSTEM ABUTTING THE PROPERTY, THE EXISTING SEWER MUST ALSO BE TELEVIEWED AND REPORTED. THE CONTRACTOR SHALL COORDINATE THE TELEVIEWING OF EXISTING CONTIGUOUS SEWERS WITH THE CITY OF ST. CHARLES. ALL LINE SHALL BE FLUSHED AND CLEANED PRIOR TO VIDEOGRAPHING.
- ALL FLARED END SECTIONS TO HAVE ANIMAL / TRASH GUARDS.
- ALL STORM SEWERS LOCATED WITHIN THE STORMWATER DETENTION FACILITY ARE TO BE PRIVATELY OWNED AND MAINTAINED. THIS INCLUDES STORM SEWER WITHIN EMBANKMENT OF BASIN, FLARED END SECTIONS, OUTLET CONTRA. STRUCTURE AND OUTFALL STORM SEWER. THE REMAINING STORM SEWER WILL BE OWNED AND MAINTAINED BY THE CITY OF ST. CHARLES. THIS INCLUDES STORM SEWER WITHIN THE R.O.W., SIDE YARDS AND REAR YARDS.
- ALL DOWNSPOUTS TO SPLASH AT GRADE WITH POSITIVE DRAINAGE TO THE NEAREST STORM STRUCTURE.
- A CLEANSOUT SHALL BE PROVIDED WITHIN 10' OF THE STRUCTURE WHEN THE SANITARY SERVICE LINES ARE BROUGHT ALL THE WAY TO THE STRUCTURE.
- ALL STREET LIGHTS WITHIN THE SUBDIVISION SHALL BE SERVED FROM THE NEAREST TRANSFORMER OR PEDESTAL BASED ON CONDITIONS.

LEGEND

	PROPOSED	EXISTING
SANITARY SEWER	—	—
WATERMAIN	—	—
ELECTRIC	—	—
TELEPHONE	—	—
GAS	—	—
STORM MANHOLE	⊙	⊙
FLARED END SECTION	⊙	⊙
SANITARY MANHOLE	⊙	⊙
VALVE VAULT / B-BOX	⊙	⊙
FIRE HYDRANT	⊙	⊙
LIGHT POLES	⊙	⊙
TRANSFORMER	⊙	⊙
SANITARY SERVICE STUB	—	—

REVISIONS			REVISIONS		
5	5/13/19	PER OWNER	8	1/21/20	PER CITY COMMENTS
4	2/26/19	PER CITY COMMENTS	7	12/20/19	PER CITY COMMENTS
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1	8/28/18	PER CITY COMMENTS			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

UTILITY PLAN

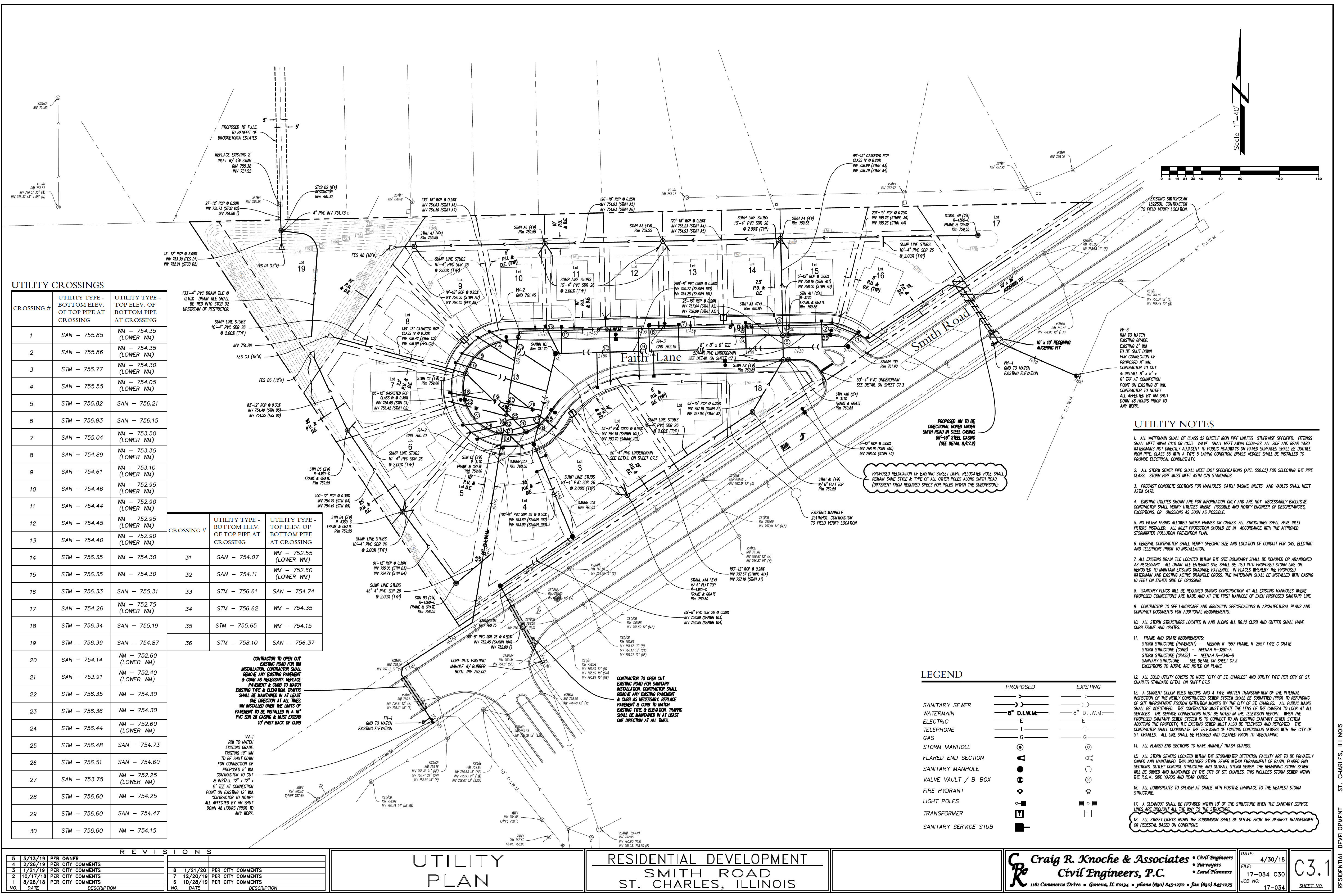
RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

Craig R. Knoche & Associates
Civil Engineers, P.C.
1161 Commerce Drive • Geneva, IL 60134 • phone (630) 845-1270 • fax (630) 845-1275

DATE: 4/30/18	C3.1 SHEET NO.
FILE: 17-034 C30	
JOB NO: 17-034	



 Craig R. Knoche & Associates Civil Engineers, P.C. 1161 Commerce Drive • Geneva, IL 60134 • phone (630) 845-1270 • fax (630) 845-1275	• Civil Engineers • Surveyors • Land Planners	DATE: 8/26/21 FILE: 7-034 C30 AB JOB NO: 17-034	C3.1 AB SHEET NO.



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UTILITY PLAN

RESIDENTIAL DEVELOPMENT
SMITH ROAD
ST. CHARLES, ILLINOIS

LEGEND

	PROPOSED	EXISTING
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WATERMAIN	—	—
ELECTRIC	—	—
TELEPHONE	—	—
GAS	—	—
STORM MANHOLE	⊙	⊙
FLARED END SECTION	⊙	⊙
SANITARY MANHOLE	⊙	⊙
VALVE VAULT / B-BOX	⊙	⊙
FIRE HYDRANT	⊙	⊙
LIGHT POLES	⊙	⊙
TRANSFORMER	⊙	⊙
SANITARY SERVICE STUB	⊙	⊙

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- NO FILTER FABRIC ALLOWED UNDER FRAMES OR GRATES. ALL STRUCTURES SHALL HAVE INLET FILTERS INSTALLED. ALL INLET PROTECTION SHOULD BE IN ACCORDANCE WITH THE APPROVED STORMWATER POLLUTION PREVENTION PLAN.
- GENERAL CONTRACTOR SHALL VERIFY SPECIFIC SIZE AND LOCATION OF CONDUIT FOR GAS, ELECTRIC AND TELEPHONE PRIOR TO INSTALLATION.
- ALL EXISTING DRAIN TILE LOCATED WITHIN THE SITE BOUNDARY SHALL BE REMOVED OR ABANDONED AS NECESSARY. ALL DRAIN TILE ENTERING SITE SHALL BE TIED INTO PROPOSED STORM LINE OR REROUTED TO MAINTAIN EXISTING DRAINAGE PATTERNS. IN PLACES WHEREBY THE PROPOSED WATERMAIN AND EXISTING ACTIVE DRAIN TILE CROSS, THE WATERMAIN SHALL BE INSTALLED WITH CASING 10 FEET ON EITHER SIDE OF CROSSING.
- SANITARY PLOWS WILL BE REQUIRED DURING CONSTRUCTION AT ALL EXISTING MANHOLES WHERE PROPOSED CONNECTIONS ARE MADE AND AT THE FIRST MANHOLE OF EACH PROPOSED SANITARY LINE.
- CONTRACTOR TO SEE LANDSCAPE AND IRRIGATION SPECIFICATIONS IN ARCHITECTURAL PLANS AND CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
- ALL STORM STRUCTURES LOCATED IN AND ALONG ALL B6.12 CURB AND GUTTER SHALL HAVE CURB FRAME AND GRATES.
- FRAME AND GRATE REQUIREMENTS:
STORM STRUCTURE (PAVEMENT) - NEENAH R-1557 FRAME, R-2557 TYPE G GRATE
STORM STRUCTURE (CURB) - NEENAH R-3281-A
STORM STRUCTURE (GRASS) - NEENAH R-4340-B
SANITARY STRUCTURE - SEE DETAIL ON SHEET C7.3
EXCEPTIONS TO ABOVE ARE NOTED ON PLANS.
- ALL SOLID UTILITY COVERS TO NOTE "CITY OF ST. CHARLES" AND UTILITY TYPE PER CITY OF ST. CHARLES STANDARD DETAIL ON SHEET C7.3.
- A CURRENT COLOR VIDEO RECORD AND A TYPE WRITTEN TRANSCRIPTION OF THE INTERNAL INSPECTION OF THE NEWLY CONSTRUCTED SEWER SYSTEM SHALL BE SUBMITTED PRIOR TO REFUNDING OF SITE IMPROVEMENT ESCROW RETENTION MONIES BY THE CITY OF ST. CHARLES. ALL PUBLIC MAINS SHALL BE VIDEOGRAPHED. THE CONTRACTOR MUST ROTATE THE LENS OF THE CAMERA TO LOOK AT ALL SERVICES. THE SERVICE CONNECTIONS MUST BE NOTED IN THE TELEVISION REPORT. WHEN THE PROPOSED SANITARY SEWER SYSTEM IS TO CONNECT TO AN EXISTING SANITARY SEWER SYSTEM ABUTTING THE PROPERTY, THE EXISTING SEWER MUST ALSO BE TELEVIEWED AND REPORTED. THE CONTRACTOR SHALL COORDINATE THE TELEVIEWING OF EXISTING CONTIGUOUS SEWERS WITH THE CITY OF ST. CHARLES. ALL LINE SHALL BE FLUSHED AND CLEANED PRIOR TO VIDEOGRAPHING.
- ALL FLARED END SECTIONS TO HAVE ANIMAL / TRASH GUARDS.
- ALL STORM SEWERS LOCATED WITHIN THE STORMWATER DETENTION FACILITY ARE TO BE PRIVATELY OWNED AND MAINTAINED. THIS INCLUDES STORM SEWER WITHIN EMBANKMENT OF BASIN, FLARED END SECTIONS, OUTLET CONTRA. STRUCTURE AND OUTFALL STORM SEWER. THE REMAINING STORM SEWER WILL BE OWNED AND MAINTAINED BY THE CITY OF ST. CHARLES. THIS INCLUDES STORM SEWER WITHIN THE R.O.W., SIDE YARDS AND REAR YARDS.
- ALL DOWNSPOUTS TO SPLASH AT GRADE WITH POSITIVE DRAINAGE TO THE NEAREST STORM STRUCTURE.
- A CLEANSOUT SHALL BE PROVIDED WITHIN 10' OF THE STRUCTURE WHEN THE SANITARY SERVICE LINES ARE BROUGHT ALL THE WAY TO THE STRUCTURE.
- ALL STREET LIGHTS WITHIN THE SUBDIVISION SHALL BE SERVED FROM THE NEAREST TRANSFORMER OR PEDESTAL BASED ON CONDITIONS.

Craig R. Knoche & Associates • Civil Engineers
Civil Engineers, P.C.
1161 Commerce Drive • Geneva, IL 60134 • phone (630) 845-1270 • fax (630) 845-1275

DATE: 4/30/18
FILE: 17-034 C30
JOB NO: 17-034
SHEET NO. C3.1

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Recommendation to Approve the Raising of the Pride Flag Throughout the Month of June.	
	Presenter:	Heather McGuire, City Administrator	
Meeting: Committee of the Whole Date: May 4, 2026			
Proposed Cost: None		Budgeted Amount: None	Not Budgeted: ☐
TIF District: None			
Executive Summary: As part of the approval of the parking lot closure for the first “Pride Fest” held by the City’s Equity & Inclusion Commission, the City Council approved flying the Pride Flag for the month of June, 2025 at City Hall. While we are working on a policy to regulate flags flown by the City, that Policy is not yet ready for formal Council consideration. The Pride Fest will not be held on City property this year and as a result, no additional approvals are necessary from Council. Staff is requesting Council consideration to approve raising and flying the Pride Flag at the South parking lot of City Hall annually for the month of June, consistent with prior years, until a flag policy is adopted by City Council.			
Attachments (please list): None			
Recommendation/Suggested Action (briefly explain): Recommendation to approve the raising of the Pride flag throughout the month of June.			

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Recommendation to Approve a Resolution to Execute a Four-Year Agreement for Services Between the City of St. Charles and the St. Charles Business Alliance, an Illinois Not-For-Profit Corporation	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Committee of the Whole		Date: May 4, 2026	
Proposed Cost: \$850,600 (FY26-27)		Budgeted Amount: \$ N/A	Not Budgeted: ☐
Executive Summary (if not budgeted, please explain): On February 17, 2026 the St. Charles Business Alliance delivered their annual funding request presentation. Funding will enable the SCBA to continue to deliver the services they presently provide including destination marketing, signature events, tourism promotion, and business support efforts that attract visitors, strengthen local businesses, enhance economic vitality, and generate meaningful tax revenue for the City of St. Charles. The proposed four-year agreement totals \$850,600 in the first year and is funded from two sources: \$282,000 in anticipated SSA 1B revenues and \$568,600 from the City's General Fund Hotel Tax revenues. The agreement includes annual increases of \$12,000, or roughly 1.5% per year. The requested increase is intended to offset continued rising costs and inflation. This funding is critical for the Business Alliance to maintain current service levels and programming without introducing new or expanded events. A multi-year agreement will allow the SCBA to plan beyond a single fiscal year and enter into multi-year contracts with vendors, providing greater stability and potential cost savings. In recent years, the SCBA has shifted toward smaller, incremental annual budget increases rather than larger increases every few years. In addition, staff is requesting that certain essential operational support services and fees associated with City-contracted events and programming be absorbed by the City. This support would allow Alliance staff to remain focused on program delivery, promotion, and economic impact, rather than administrative overhead, ultimately improving efficiency and return on investment. Fiscal year 2026–2027 represents the eighth year of the SCBA's existence. The organization was formed through the combination of the former Downtown St. Charles Partnership and the Greater St. Charles Convention and Visitors Bureau, which was completed in the summer of 2019. Representatives of the SCBA will be present at the Committee meeting to highlight activities from the past year and outline upcoming events and initiatives planned for the upcoming fiscal year.			
Attachments (please list): Agreement for Services			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a four-year agreement for services between the City of St. Charles and the St. Charles Business Alliance, an Illinois Not-For-Profit Corporation.			

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

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a Four-Year Agreement for Services between the City of St. Charles
and the St. Charles Business Alliance, an Illinois Not-For-Profit Corporation**

**Presented & Passed by the
City Council on May 18, 2026**

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

PRESENTED to the City Council of the City of St. Charles, Illinois this 18th day of May, 2026.

PASSED by the City Council of the City of St. Charles, Illinois this 18th day of May, 2026.

APPROVED by the Mayor of the City of St. Charles, Illinois this 18th day of May, 2026.

Clint Hull, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Resolution No. _____

Page 2

Exhibit “A”

Service Agreement between the City of St. Charles and the St. Charles Business Alliance.

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES BUSINESS ALLIANCE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

WHEREAS, the City of St. Charles, hereinafter referred to as "City," is desirous of promoting and developing tourism and conventions; and,

WHEREAS, the City is also desirous of promoting and preserving and revitalizing business attraction through planning, development and redevelopment activities; and

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, pursuant to Ordinance No. 1993-M-63 (the "SSA Ordinance"), the City established Special Service Area No. 1B (Downtown Revitalization) ("SSA1B") to fund certain services specified therein relating to economic development and promotional activities in the downtown area; and,

WHEREAS, St. Charles Business Alliance, an Illinois Not-For-Profit Corporation, ("St. Charles Business Alliance") was formed on July 1st, 2019 by virtue of Articles of Merger entered into by and between Downtown St. Charles Partnership, an Illinois Not-For-Profit Corporation and St. Charles Convention and Visitors Bureau, an Illinois Not-For-Profit Corporation; and

WHEREAS, the City and St. Charles Business Alliance desire to continue and enhance the services previously provided by each of these organizations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. City Funding.

A. SSA Tax. In consideration of the foregoing services provided by the St. Charles Business Alliance, the City agrees to pay to the St. Charles Business Alliance \$282,000 annually from the proceeds of the Special Service Area 1B tax levy (the SSA Tax), payable in equal monthly installments during each fiscal year of this Agreement beginning May 1, 2026 through April, 30, 2030. In the event the City changes the amount levied for SSA 1B for a given year, the amount of funding from the hotel tax will also be changed by a like amount so that the total amount of funding for a specific year contemplated by this Agreement does not change.

B. Municipal Hotel Operator's Occupation Tax. In consideration of the additional services provided, the City agrees to pay St. Charles Business Alliance the following amounts from the City's Hotel Tax revenue:

- FY 2026–2027: \$568,600
- FY 2027–2028: \$580,600
- FY 2028–2029: \$592,600

- FY 2029–2030: \$604,600

Payments shall be made in equal monthly installments during each respective fiscal year.

C. In recognition that the St. Charles Business Alliance produces, promotes, and administers City-contracted programs and signature community events that generate economic activity, activate public spaces, and support local businesses, the City shall provide and/or absorb the cost of essential municipal support services necessary for the execution of such programs and events. These essential municipal support services are considered integral to the delivery of City-contracted programs and events produced, promoted and administered by the SCBA and shall not be invoiced to the St. Charles Business Alliance during the term of this Agreement.

Such services shall include, but are not limited to:

- Police services and related event staffing fees
- Fire Department services and related standby fees
- Emergency Management Agency (EMA) support
- Public Works services, including barricades, street closures, setup, and cleanup assistance
- City-provided information technology (IT) services necessary for operational support

The total combined funding from the SSA 1B and hotel tax revenue shall be the following:

- FY 2026–2027 total with SSA: \$850,600
- FY 2027–2028 total with SSA: \$862,600
- FY 2028–2029 total with SSA: \$874,600
- FY 2029–2030 total with SSA: \$886,600

Section 2. Services.

A. SSA 1B Services. St. Charles Business Alliance shall provide the services as are requested by the City and authorized by the Ordinance which establishes SSA1B (Ordinance 1993-M-63). Such services shall be provided within the boundaries of SSA 1B, as such boundaries may be modified from time to time. St. Charles Business Alliance shall make no expenditures from receipts of the SSA Tax unless such expenditures are in compliance with the terms of the “municipal services” set forth in Ordinance 1993-M-63 (The SSA Ordinance).

B. Additional Services. St Charles Business Alliance shall also provide the services incorporated herein and as follows:

1. Analyze the St Charles area's major attributes with the purpose of capitalizing on those characteristics for the promotion of economic activity, tourism and hotel stays in St Charles;
2. Create and execute an annual marketing & events plan with defined goals and objectives. Create and execute marketing efforts to promote economic activity, hotel stays, and tourism. Plan will

include year over year analytics and results of efforts to be reported annually. Including anecdotal feedback from the community and St. Charles businesses;

3. Continue to provide communication and leads to the St. Charles hospitality community which would include, but is not limited to: hotels, convention centers, sports, banquet venues, training centers and restaurants. Research target markets to plan effective marketing to meeting planners and potential businesses or organizations that would benefit from the hospitality offerings in St. Charles;
4. Maintain and enhance existing relationships with St Charles hotels. Continue to meet with the hospitality community on a quarterly basis to understand their needs and challenges. Serve as a resource to the St Charles hospitality community to help them address their needs and meet their challenges;
5. Serve as a resource to St Charles businesses, retail and restaurants and serve as a liaison between the business community and the City when appropriate;
6. Plan, execute, and seek sponsorship on all levels to assist in the funding of planned special events and Alliance programs that benefit the St. Charles business community;
7. To the best of their ability, interface with local, state and regional tourist and convention bureaus;
8. Continue to assess the results of the St. Charles Business Alliance work, events and programs and provide annual written reports to the City Council during the first quarter of each calendar year. This report will review the goals/metrics provided in Exhibit A, attached hereto and incorporated hereto.

9. CLARIFICATION OF SCOPE

The funding levels set forth herein are intended to support the continuation of the St. Charles Business Alliance's ("SCBA") current programs, marketing efforts, tourism development services, and economic support initiatives as presently delivered.

The funding identified in Section 1.B does not contemplate, and is not intended to cover, the cost of producing, promoting, administering, or expanding additional City-contracted programs or signature community events beyond those currently provided by SCBA as of the Effective Date of this Agreement.

Should the City desire to expand existing programs or events, increase service levels, or introduce new initiatives during the term of this Agreement that would require SCBA to produce, promote, or administer additional programming or services, the Parties agree to reconvene in good faith to evaluate the revised scope of services and determine the associated funding requirements. Any such expansion shall require mutual written agreement.

Section 3. Indemnification. To the fullest extent permitted by law, the St. Charles Business Alliance hereby agrees to defend, indemnify and hold harmless the City against all loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anyway accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the St. Charles Business Alliance, its officials, agents and employees, except that arising out of the sole legal cause of the City, its officials, agents or employees, and the St. Charles Business Alliance shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the St. Charles Business Alliance shall, at its own expense, satisfy and discharge the same.

Section 4. Mutual Cooperation. The Parties shall utilize their best efforts to share and communicate relevant information in a timely and effective/efficient manner and work together to accomplish their common and mutual goals. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement.

Section 5. Recordkeeping. The St Charles Business Alliance shall maintain records of all of its activities performed under this Agreement for a period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this Agreement and for a period of six years thereafter. St. Charles Business Alliance will maintain a separate accounting of the receipt and the use of the SSA tax receipts described herein. This Section shall survive termination of this Agreement.

Section 6. Monthly Financial Report. St. Charles Business Alliance shall provide City with a monthly financial report including a profit and loss statement, and a balance sheet. The current profit and loss statement, along with a summary of activities undertaken regarding St. Charles Business Alliance services hereunder, shall be provided to the City within thirty (30) days after the end of the month for which the statement is prepared. A separate accounting of the receipt and expenditure of SSA Tax funds will be maintained and filed with the monthly financial statement referenced herein.

Section 7. Compliance with City's Policy. In addition to the requirements set forth in this Agreement, St. Charles Business Alliance shall comply with the provisions of the City's Policy Regarding Funding for External Agencies, as such policy is in effect from time to time.

Section 8. Relationship of the Parties. Nothing contained in this Agreement nor any act of the City or the St. Charles Business Alliance shall be deemed or construed by any of the Parties, to create any relationship of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or St. Charles Business Alliance. St. Charles Business Alliance shall not enter into any relationship, contractual or otherwise, which will subject the City to any liability and shall have no authority to bind the City in any matter.

Section 9. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party, nor shall any Provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 10. Amendment. This Agreement may be amended by mutual consent. Any such amendment shall be effective only if evidenced by a written instrument executed by the Parties.

Section 11. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- A. The City at:
City of St. Charles
2 East Main Street
St. Charles, IL 60174
Attention: City Administrator
- B. St. Charles Business Alliance at:
2 E. Main Street
St. Charles, IL 60174
Attn: Executive Director
- C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 12. Integration. This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 13. Assignment. Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 14. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 15. Remedies for Default. In addition to all other remedies that may be available under law, in the event of a default by either Party under this Agreement, the other Party may elect to terminate the Agreement by Serving ten-day written notice upon the other Party.

Section 16. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 17. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 18. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 19. Term of Agreement. Unless sooner terminated by agreement of the Parties or otherwise pursuant to the provisions of this Agreement, this Agreement shall be effective upon the execution by both Parties thereto and shall continue in effect through April 30, 2030.

Section 20. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals__ day of _____,
2026.

CITY OF ST. CHARLES

By: _____
City Administrator

ATTEST:

City Clerk

ST. CHARLES BUSINESS ALLIANCE,
A Not-for-Profit Corp.

By: _____
Its: _____

ATTEST:

Exhibit "A"

Goals / Metrics

Brand Development and Destination Awareness

- Maintain and strengthen the St. Charles brand as a premier regional destination.

- Ensure consistent branding across all programming, marketing initiatives, and tourism promotions.
- Demonstrate continued brand visibility through marketing reach and engagement metrics.

Sponsorship Development

- Maintain consistent sponsorship revenue levels to support programming and events.
- Strengthen long-term sponsor relationships and retention.

Marketing and Communications

- Maintain an active and strategic marketing presence across digital platforms.
- Track and report marketing performance, including impressions, engagement, and audience reach.
- Continue targeted marketing efforts based on demographic and visitor research.
- Ensure consistent messaging and branding across all campaigns and materials.

Event Participation and Engagement

- Maintain strong attendance and participation at Alliance events and programs.
- Track digital engagement including event landing page traffic and conversions.
- Maintain or grow newsletter subscribers and social media engagement.
- Monitor participation trends to inform future programming decisions.

Business Engagement and Support

- Maintain regular communication and outreach with downtown and local businesses.
- Conduct ongoing business visits to support retention and engagement.
- Encourage business participation in Alliance events, promotions, and programs.
- Continue collecting business feedback through surveys and direct engagement.

Economic Impact and Tax Revenue Support

- Support the continued growth of local sales tax revenue through destination marketing, events, and tourism promotion.
- Track economic indicators related to Alliance programming and visitor activity.

Volunteer Engagement

- Maintain and grow a strong volunteer base supporting Alliance initiatives.
- Track volunteer participation and hours contributed to events and programs.

Hotel and Tourism Industry Engagement

- Maintain strong relationships with local hotels and hospitality partners.
- Promote local businesses and experiences to overnight visitors.
- Distribute visitor and event information to hotel partners.

Group Sales and Destination Promotion

- Promote St. Charles as a destination for meetings, groups, and events.
- Attend industry conferences to generate leads.
- Maintain consistent sales outreach and relationship development.

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Presentation and Discussion of RFP Submittal for First Street Redevelopment Building 8 Lot (122 S 2nd Street)	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Committee of the Whole			Date: May 4, 2026
Executive Summary (if not budgeted, please explain): In September 2025, the City released a Request-for-proposals for the City-owned property on the NEC at Illinois Street and 2nd. The .13-acre downtown lot is intended for a mixed-use project. Developers were asked to submit qualifications and preliminary plans, and may include an offer to purchase the property, appraised at \$340,000. Submission from developers were closed on February 2026. The City was contacted by a few developers that expressed interest, however only one developer group including Bob Rasmussen, Ryan Corcoran, Ryan Samuelson, Rick Dahl, formally submitted a plan. The original submission is attached to this executive summary and includes the project narrative and concept plan. Following initial review, staff held additional discussions with the development team, resulting in the submission of a preliminary budget and pro forma. The proposal consists of a four-story building with first-floor parking and three floors of residential units, totaling 12 units. The developer is proposing a Class A residential project and is requesting City participation, including conveyance of the property at no cost and TIF funding for streetscape improvements. The developer would be responsible for park, school, and standard permit fees, and notes that prior agreements address inclusionary housing and County impact fees. The project timeline anticipates a November 1, 2026 groundbreaking and completion by November 2027, with an estimated construction cost of \$3.2 million. Staff is seeking feedback from City Council on two primary items: 1. Support for the proposed land use. 2. Support for conveying the property at no cost and reimbursing the developer for streetscape improvements. Council feedback will help determine whether there is sufficient support for the project to move forward and identify any key conditions or expectations. You can view information about the RFP and property on the City website here: https://econdev.stcharlesil.gov/Request-For-Proposals-Building-8			
Attachments (please list): Developer Submittal			
Recommendation/Suggested Action (briefly explain): No formal approval required. Only seeking feedback.			

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

From: Bob Rasmussen

Subject: Pad 8 RFP

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

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

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

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

Other important St. Charles developments include:

Tyler&64 Business park

Chrysler/Jeep dealership formally Cadillac

Extra Space Self storage 2625 East Main

West Towne Market 1800-1900 West Main street

Leroy Oakes Business park 2435-2455 Dean Street

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

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

Heritage Green, Townhouses surrounding the Judd mansion

Milestone Rowe, 350-450 south 1st street

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

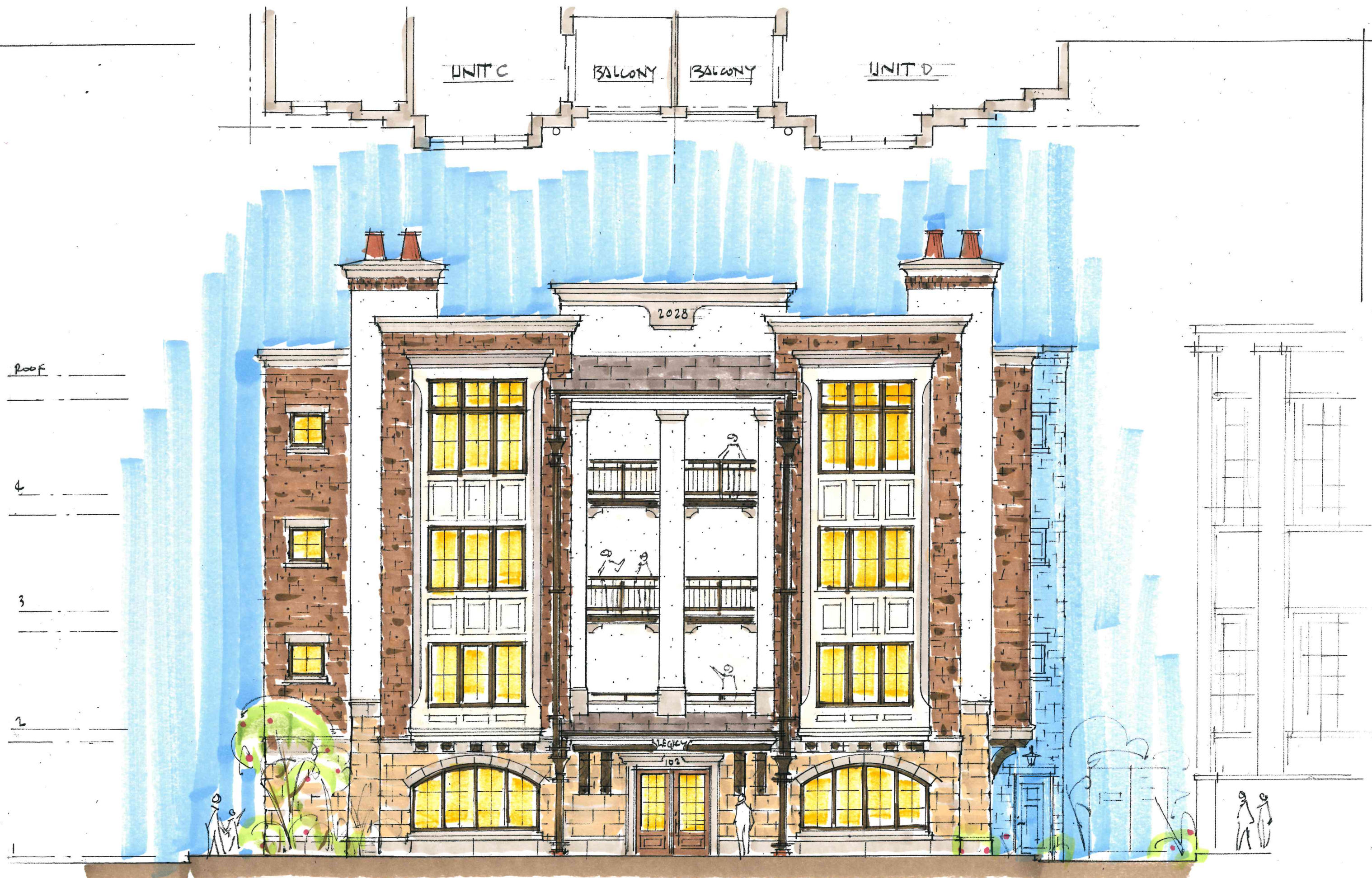
It is our belief that the best use for this site is residential rental apartments. As I set out to develop the First Street properties our focus was on restaurant, retail and residential. We believe the restaurant and retail portion of the project is what it should be and needs additional support through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

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

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

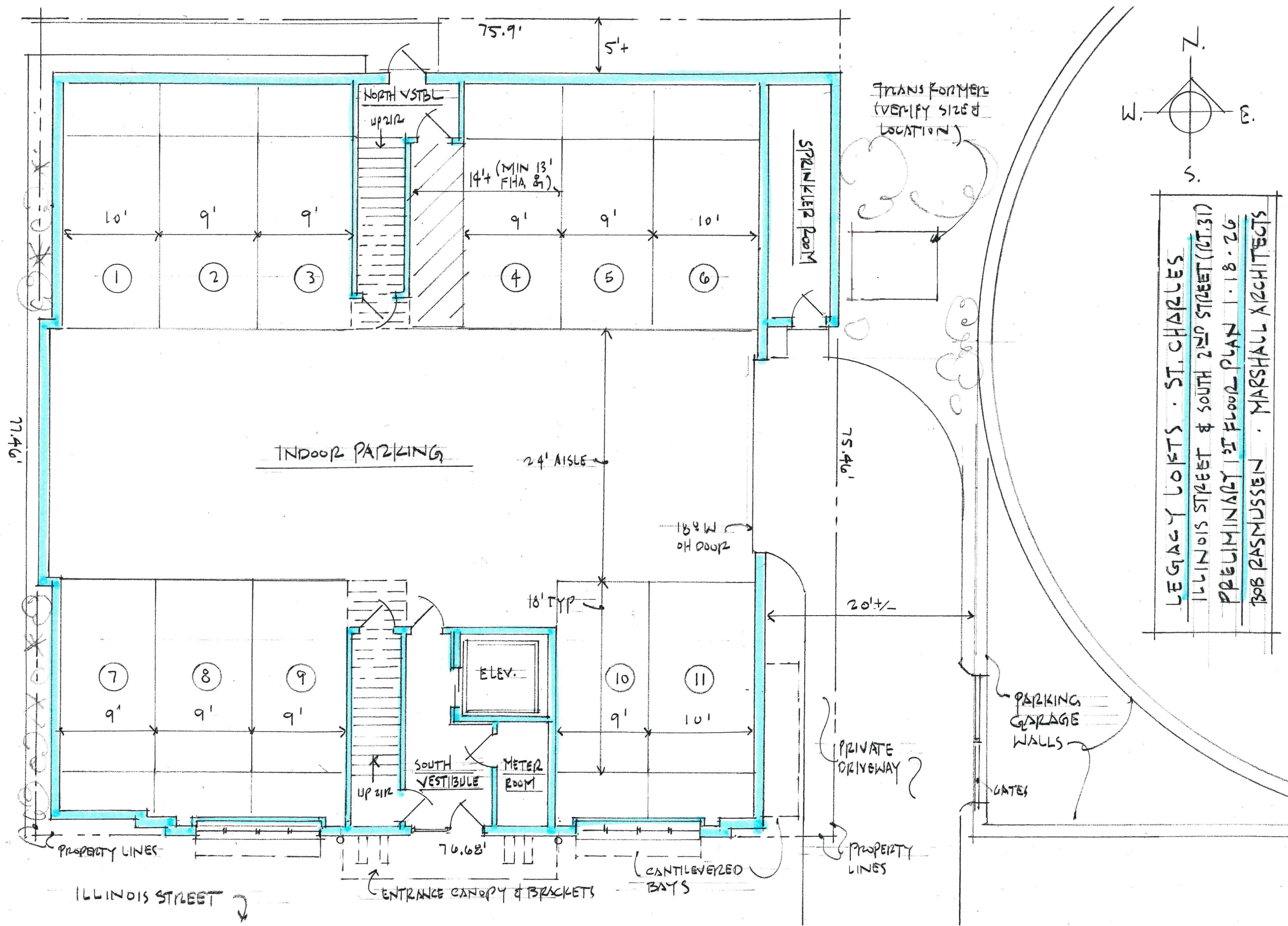
We would like to begin work immediately upon being awarded the project site. Architectural drawings and engineering of the site are anticipated to take 6 months. Permitting and approvals 2 months. The hope would be to break ground by Novemebr 1, 2026. Completion date of November 2027 is anticipated.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

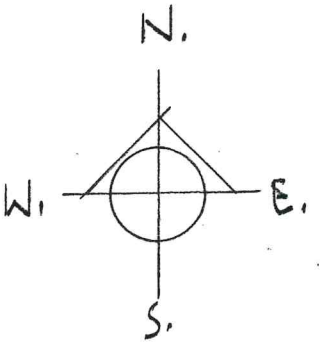
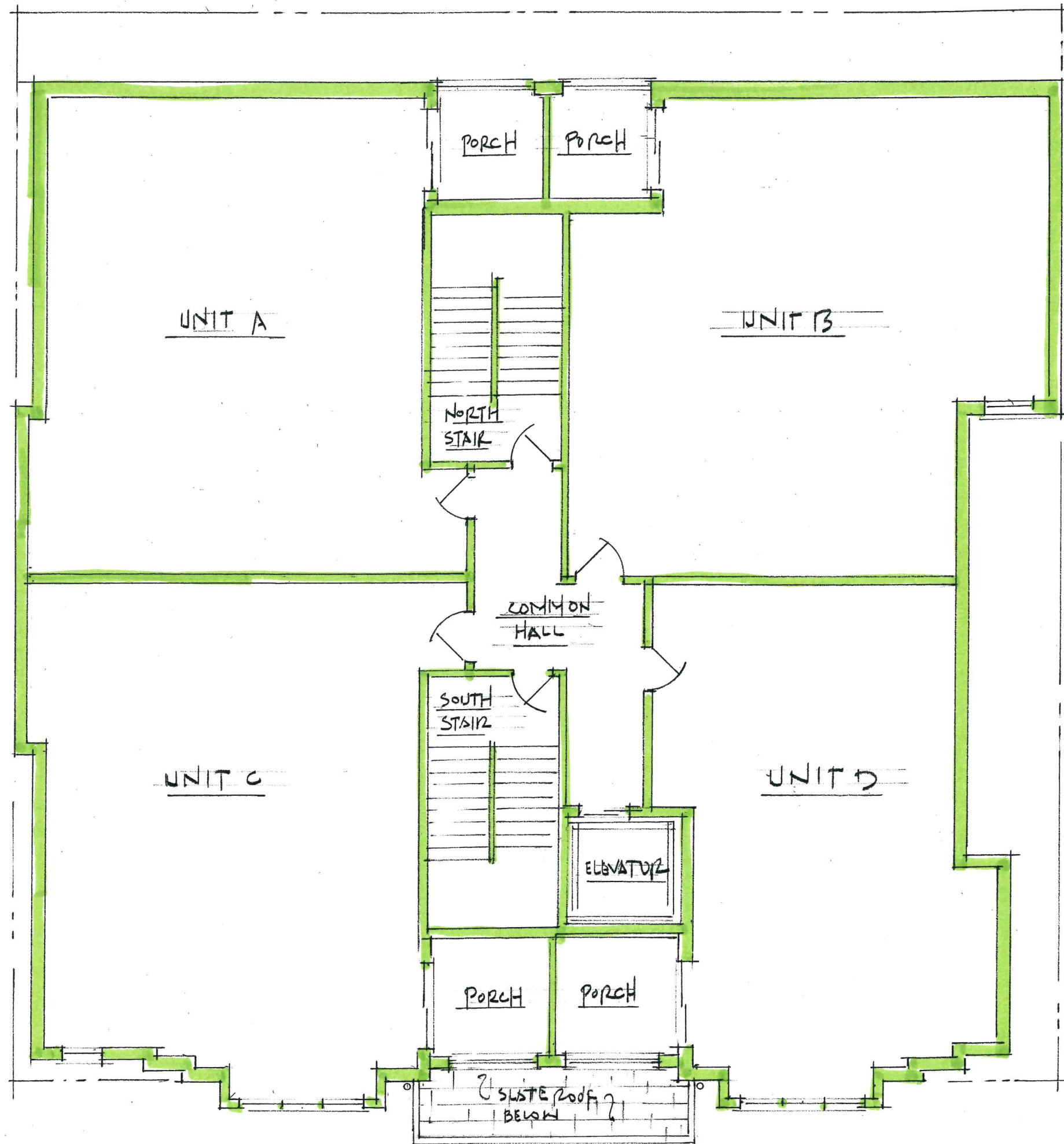
Thank you for the opportunity to provide this response to the RFP, we look forward to further discussion in hopes of developing this important site and completing the First Street Redevelopment Project.



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

S. 2ND STREET (RT. 31)





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

ILLINOIS STREET

E

D

STA.
500+46.91

STA.
500+76.91

501+00

STA.
501+29.87

STA.
501+59.75

**BUILDING
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PROPOSED FIRE HYD.
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CALL JULIE
48 Hours (2 working days) Before You Dig
1-800-892-0123

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

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

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

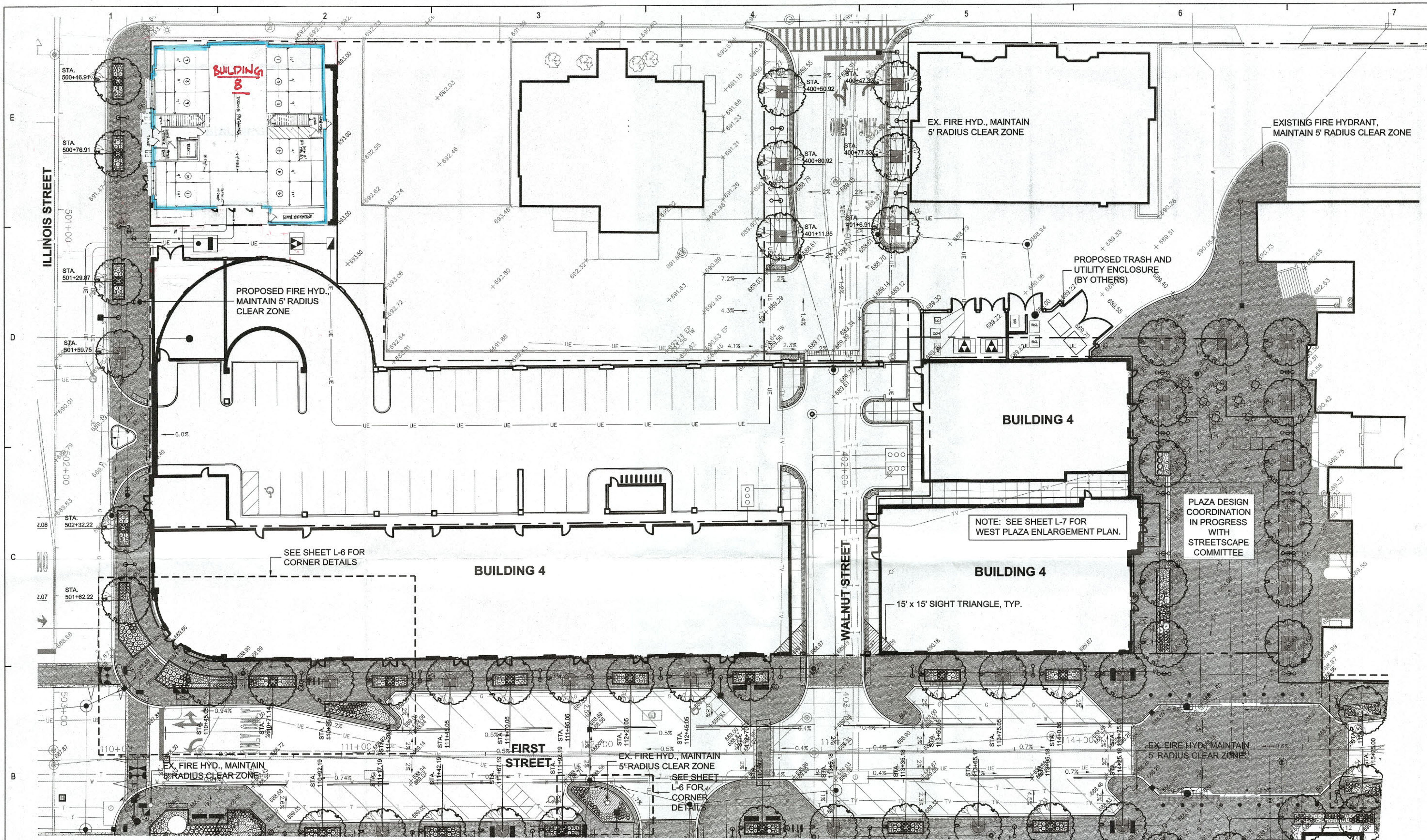
First Street Redevelopment

St. Charles, IL

STREETSCAPE PLAN

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

L-3.1



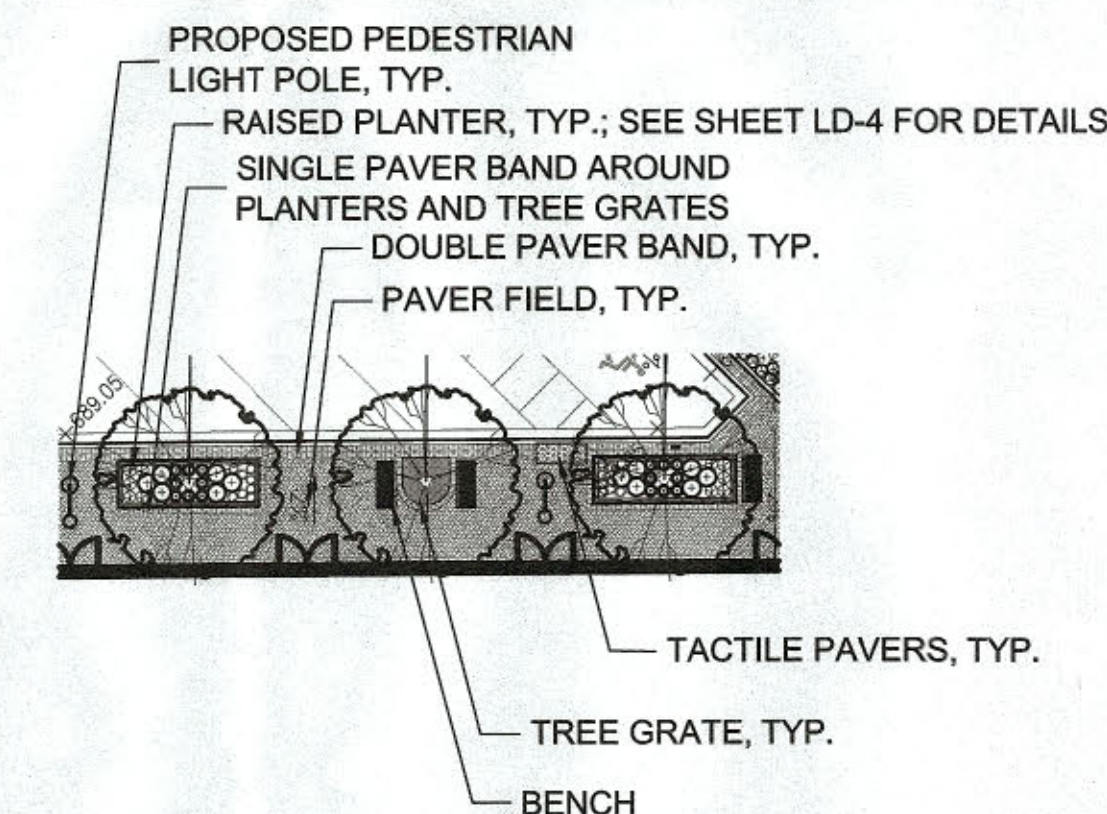
1 BUILDING 8, BUILDING 4 AND WEST PLAZA

SCALE: 1" = 20'-0"

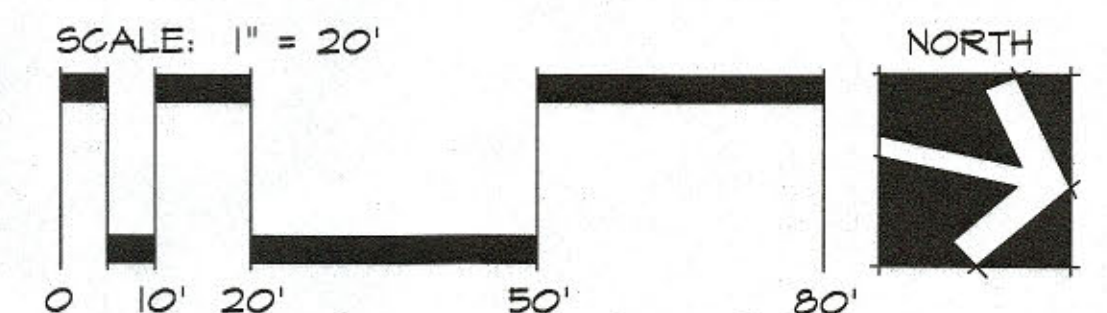
NOTES:

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

KEY SYMBOLS



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



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

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

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

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

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

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

NET INCOME	\$171,743.00
Cap Rate	4.84%

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

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

Cash on Cash Return	-0.65%
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Building Rents				
Unit	Monthly Rent	Bedrooms	Square Feet	Parking
2A	\$2,400.00	2 Bed	1063	\$125.00
2B	\$2,400.00	2 Bed	1174	\$125.00
2C	\$2,400.00	2 Bed	1096	\$125.00
2D	\$1,900.00	1 Bed	865	\$125.00
3A	\$2,400.00	2 Bed	1063	\$125.00
3B	\$2,400.00	2 Bed	1174	\$125.00
3C	\$2,400.00	2 Bed	1096	\$125.00
3D	\$1,900.00	1 Bed	865	\$125.00
4A	\$2,400.00	2 Bed	1063	\$125.00
4B	\$2,400.00	2 Bed	1174	\$125.00
4C	\$2,400.00	2 Bed	1096	\$125.00
4D	\$1,900.00	1 Bed	865	\$0.00
Total Monthly	\$27,300.00			\$1,375.00
Total Annual	\$327,600.00		12594	\$16,500.00

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

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

Mortgage Amortization

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

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

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

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

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

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7a										
	Title:	Resolution Authorizing the Approval of a One-Year Extension of an Agreement with Anthony Timbers LLC for Managed Security Services for \$218,406											
	Presenter:	Larry Gunderson, Director of Information Technology											
Meeting: Committee of the Whole Date: May 4, 2026													
Proposed Cost: \$218,406		Budgeted Amount: \$223,000	Not Budgeted: ☐										
TIF District: None													
Executive Summary: A strategic objective of the City's information security program has been to leverage external resources to meet its needs for cybersecurity defense. As part of that strategy, the City has had an agreement with a Managed Security Services provider, Anthony Timbers LLC. The City utilized a two-phase Request for Proposal (RFP) process to select Anthony Timbers in 2023. Over 20 security services providers responded to the City's RFP, and Anthony Timbers LLC was selected because their proposed costs were within the City's budget and they also proposed the most complete scope of services. The services that Anthony Timbers provided over the past three years have met expectations, and the City has experienced a measurable decrease in information security risk. As a result, staff are proposing a one-year extension of the agreement with Anthony Timbers. As part of their original proposal, Anthony Timbers proposed costs for two option years after the three-year agreement ended. The proposed costs for the first option year are about 1% above the costs for the previous year. The following table outlines the costs: <table border="1" data-bbox="170 1341 894 1549"> <thead> <tr> <th>Item</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Software</td> <td>\$62,430</td> </tr> <tr> <td>Data storage and cloud hosting</td> <td>\$23,800</td> </tr> <tr> <td>Information Security Services</td> <td>\$132,176</td> </tr> <tr> <td>Total</td> <td>\$218,406</td> </tr> </tbody> </table>				Item	Cost	Software	\$62,430	Data storage and cloud hosting	\$23,800	Information Security Services	\$132,176	Total	\$218,406
Item	Cost												
Software	\$62,430												
Data storage and cloud hosting	\$23,800												
Information Security Services	\$132,176												
Total	\$218,406												
Attachments (please list): Resolution													
Recommendation/Suggested Action (briefly explain): Recommendation to approve a resolution authorizing a One-Year Extension of an Agreement with Anthony Timbers LLC for Managed Security Services for \$218,406.													

City of St. Charles, Illinois
Resolution No.

**A Resolution to Execute a One-Year Extension of an Agreement with
Anthony Timbers LLC for Managed Security Services in the submitted
amount**

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

WHEREAS, the information assets of the City are essential to its business operations and City staff have a responsibility to ensure that confidential information is protected, the integrity of its data is maintained and information systems are available when needed to support City business; and

WHEREAS, a strategic objective of the City's information security program has been to use external resources for selected aspects of its cybersecurity defense; and

WHEREAS, the managed security services Anthony Timbers LLC has provided over the past three years have met expectations, and the City has experienced a measurable decrease in information security risk; and

WHEREAS, Anthony Timbers LLC has submitted a quote for one additional year of Managed Security Services at a cost below budget;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, a One-Year Extension of an Agreement with Anthony Timbers LLC be approved in the submitted amount.

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

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

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

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7b
	Title:	Resolution Authorizing the Approval of Software Subscriptions with Granicus, Inc. for \$119,104	
	Presenter:	Larry Gunderson, Director of Information Technology	
Meeting: Committee of the Whole Date: May 4, 2026			
Proposed Cost: \$119,104		Budgeted Amount: \$124,208	Not Budgeted: ☐
TIF District: None			
Executive Summary: The City relies on several Granicus systems that provide essential online services to residents, businesses, and visitors. These systems and tools collectively strengthen transparent, accessible, and modern digital communication and engagement. Renewing these subscriptions ensures continuity of core public-facing services and maintains the City's investment in modern digital service delivery. Following are the Granicus systems that are due for renewal: <i>Government Experience Cloud (GXC)</i> GXC powers the St. Charles main website, the Economic Development website, digital forms, specialized public engagement sites and public meeting management. GXC also powers the communication platform used for residents, businesses, and visitors to subscribe to items such as the City Newsletter and Press Releases, and soon, an Artificial Intelligence (AI) digital agent. GXC also provides a dedicated Experience Partner who serves as the City's primary point of contact, offering coordinated support and ongoing advocacy across all Granicus products. <i>GovQA</i> GovQA enables the City's FOIA and public records request processing, ensuring legal compliance while giving residents and businesses an easy way to request records online. <i>SmartGov</i> SmartGov provides online licensing and permitting services, allowing residents and businesses to submit and renew licenses and special event permits digitally and improving service efficiency. <i>OneView</i> OneView supports online service requests, enabling residents to request City services digitally and track the status of those requests. During fiscal year 2027, the AI digital agent is planned to be integrated with OneView to facilitate even easier resident service requests.			

Following are the annual software subscription costs for each Granicus system:

Government Experience Cloud (GXC)	\$57,668.87
GovQA	\$10,301.98
SmartGov	\$42,311.28
OneView	\$8,821.32
Total	\$119,103.50

Attachments (please list):

Resolution

Bid waiver

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a resolution authorizing software subscriptions with Granicus, Inc. for \$119,104.

City of St. Charles, Illinois
Resolution No.

**A Resolution authorizing software subscriptions with Granicus, LLC in
the submitted amount**

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

WHEREAS, a strategic goal of the City's 2023-2027 Strategic Plan is to modernize the City's digital presence to increase accessibility, information sharing, and services online; and

WHEREAS, the City Council authorized an Agreement with Granicus, LLC for software subscriptions in May 2023; and

WHEREAS, Granicus, LLC software and services have enabled City staff to configure and implement application components utilizing the software subscriptions; and

WHEREAS, the City desires to continue to use, and has expanded usage of, the configured and implemented application components;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Granicus, LLC in the submitted amount.

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

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

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

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



Bid Waiver One Time ■ Today through 05/31/2027

Description: Annual software subscription with Granicus, LLC

Requested Vendor: Granicus, LLC

Requested By: Penny Lancor

Date: May 18, 2026

Approval: Lawrence E. Gunderson

Lawrence E. Gunderson

Digitally signed by Lawrence E. Gunderson
Date: 2026.04.28 14:27:49 -05'00'

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$119,104 for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES ■ NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

■ **Other:** Annual software subscription is only available from Granicus

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 8a
	Title:	Recommendation to approve a Resolution Awarding the Unit Cost Bid for the Annual Lead Line Replacement Program to Swallow Construction in the amount of \$7,650,000	
	Presenter:	Tim Wilson, Public Works Manager – Environmental Services	
Meeting: Committee of the Whole		Date: May 4, 2026	
Proposed Cost: \$ 7,650,000		Budgeted Amount: \$ 7,650,000	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): To comply with new EPA regulations mandating the replacement of all lead service lines within ten years, the City of St. Charles has posted a bid for the first year of the lead service line replacement (LSLR) plan. This updated multi-year project plan has a detail the City's targeted strategy, prioritizing areas with coordination of other capital projects and the highest census tract metrics: median household income (MHI), percentage of children under six years old, poverty rate, unemployment rate, social security recipient rate, state supplemental income recipient rate, lead service line inventory percentage, and the prevalence of pre-1990 construction. The purpose of lead line replacement is to reduce the exposure of lead in the drinking water supply to all members of the community. The Water utility has approximately 3,033 projected lead service lines connected to the community water supply distribution system. On April 06, 2026, the city received two bids for the lead line replacement program. Only one of the bids was properly submitted and followed all the bidding requirements. The single bidder was Swallow Construction Corporation from West Chicago. Swallow construction has successfully completed several other water and sewer projects for the city in the past. Plus, Swallow Construction has also been working with other communities in area on lead line replacement. The proposed replacement cost for each service line will be different for each home. This is a result of site conditions at home. The city has required the bidders to provide unit cost for most of the items typically encountered while replacing service lines. The city has also set up an allowance for items that cannot be detailed like internal finishings or special hard-scaping items. Based on the unit cost provided by Swallow construction the typical service line will cost in the general range of \$21,000 – 25,000 / service. Based on the regional bid results and past work experiences, the city recommends awarding the bid to Swallow construction.			
Attachments (please list): *Swallow Unit Cost Bid *Area Replacement Map			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution Awarding the Unit Cost Bid for the Annual Lead Line Replacement Program to Swallow Construction in the amount of \$7,650,000			

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

**A Resolution Awarding the Unit Cost Bid to Swallow Construction for the
Annual Lead Line Replacement Program in the amount of \$7,650,000**

**Presented & Passed by the
City Council on May 18, 2026**

WHEREAS on April 6, 2026 the City received two bids for the lead line replacement program. Only one of the bids was properly submitted and followed all the bidding requirements;

WHEREAS, the single bidder is Swallow Construction Corporation from West Chicago. Swallow Construction has successfully completed several other water and sewer projects for the City in the past;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to award the unit cost bid to Swallow Construction for the Annual Lead Line Replacement Program in the amount of \$7,650,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 18th day of May 2026

PASSED by the City Council of the City of St. Charles, Illinois, this 18th day of May 2026

APPROVED by the Mayor of the City of St. Charles, Illinois, this 18th day of May 2026

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

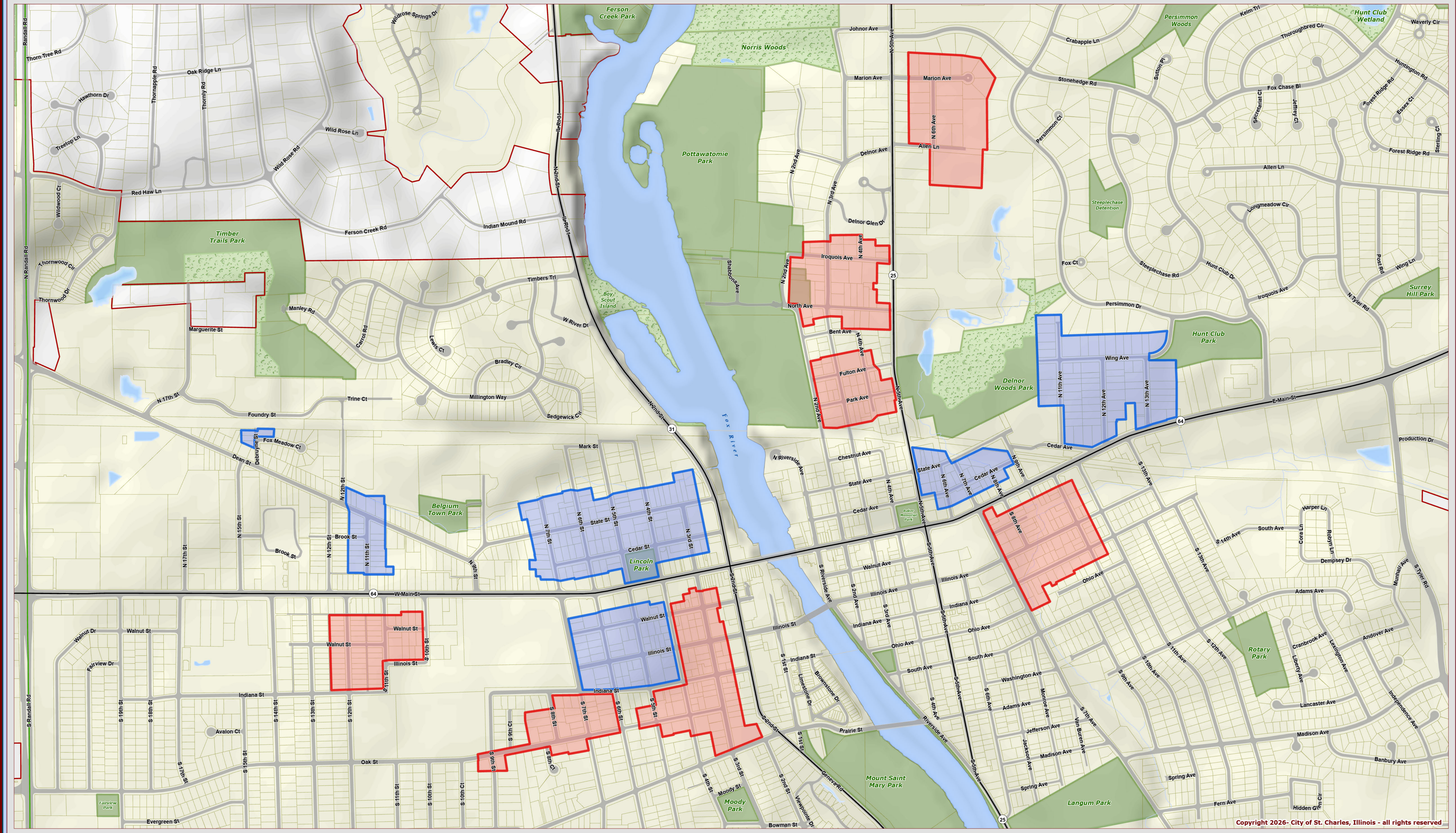
Absent:

Abstain:

2026 Lead Service Line Replacement Program (ES2026-22)

				Swallow Construction	
Item No.	Description	Unit	Qty.	Unit Price	Total Price
Base Bid Items					
1	Public Water Service, Bored or Pulled, Copper, Complete, 1"	LF	33	\$150.00	\$ 4,950.00
2	Private Water Service, Bored or Pulled, Copper, Complete, 1"	LF	33	\$150.00	\$ 4,950.00
3	Sidewalk Removal & Replacement, 5"	SF	45	\$25.00	\$ 1,125.00
4	Pavement Removal & Patch Replacement, Class D	SY	15	\$235.00	\$ 3,525.00
5	Combination Curb and Gutter Removal and Replacement	LF	10	\$190.00	\$ 1,900.00
6	Connection to Existing Water Meter (Basement/Crawlspace), Complete	EA	1	\$3,300.00	\$ 3,300.00
7	Parkway Restoration	LS	1	\$1,200.00	\$ 1,200.00
8	Traffic Control and Protection, Special	LS	1	\$4,000.00	\$ 4,000.00
9	Reconnection of Water Service Electrical Jumper Cable	EA	1	\$200.00	\$ 200.00
	Base Bid Total			\$	25,150.00
Contingency Bid Items					
10	Temporary Pavement Installation, Maintenance and Removal	SY	1	\$490.00	-
11	PCC Pavement, Jointed, Removal and Replacement, 9"	SY	1	\$260.00	-
12	PCC Approach Pavement Removal and Replacement, 6"	SY	1	\$355.00	-
13	Tree Root Pruning	EA	1	\$287.00	-
14	Rock Excavation	CY	1	\$1,584.00	-
15	Hot-Mix Asphalt Approach Pavement Removal and Replacement, 3"	SY	1	\$247.00	-
16	Retaining Wall, Modular Block, Complete	SF	1	\$58.00	-
17	Retaining Wall, PCC Concrete, Complete	CY	1	\$58.00	-
18	Silt Fence	LF	1	\$15.00	-
19	Inlet and Pipe Protection	EA	1	\$250.00	-
20	Interior Water Meter Relocation, Complete	LF	1	\$540.00	-
21	Public Water Service, Open-Cut, Copper, Complete, 1"	LF	1	\$425.00	-
22	Public Water Service, Open-Cut, Copper, Complete, 1.5"	LF	1	\$464.00	-
23	Public Water Service, Open-Cut, Copper, Complete, 2"	LF	1	\$848.00	-
24	Private Water Service, Open-Cut, Copper, Complete, 1"	LF	1	\$425.00	-
25	Private Water Service, Open-Cut, Copper, Complete, 1.5"	LF	1	\$564.00	-
26	Private Water Service, Open-Cut, Copper, Complete, 2"	LF	1	\$848.00	-
27	Public Water Service, Bored or Pulled, Copper, Complete, 1.5"	LF	1	\$735.00	-
28	Public Water Service, Bored or Pulled, Copper, Complete, 2"	LF	1	\$750.00	-
29	Private Water Service, Bored or Pulled, Copper, Complete, 1.5"	LF	1	\$736.00	-
30	Private Water Service, Bored or Pulled, Copper, Complete, 2"	LF	1	\$751.00	-
31	Water Service Casing	LF	1	\$412.00	-
32	Public Water Service Bored Through Rock, Copper, Complete, 1" with 2" Casing	LF	1	\$785.00	-
33	Public Water Service Bored Through Rock, Copper, Complete, 1.5" with 2" Casing	LF	1	\$796.00	-
34	Public Water Service Bored Through Rock, Copper, Complete, 2" with 3" Casing	LF	1	\$811.00	-
35	Private Water Service Bored Through Rock, Copper, Complete, 1" with 2" Casing	LF	1	\$785.00	-
36	Private Water Service Bored Through Rock, Copper, Complete, 1.5" with 2" Casing	LF	1	\$796.00	-
37	Private Water Service Bored Through Rock, Copper, Complete, 2" with 3" Casing	LF	1	\$811.00	-
38	Connection to New Water Meter (Slab on Grade), Complete	EA	1	\$10,275.00	-
39	Connection to Existing Water Meter (Slab on Grade), Complete	EA	1	\$9,755.00	-
40	Connection to New Water Meter (Basement/Crawlspace), Complete	EA	1	\$10,375.00	-
41	Brick Pavement, Complete	SY	1	\$1,870.00	-
42	Restoration Allowance	LS	1	\$100,000.00	-
43	Exploratory Excavation, B-Box Service Material Identification	EA	1	\$1,650.00	-
44	Additional Service Line Abandonment	EA	1	\$3,800.00	-
45	Additional Corporation Stop Abandonment	EA	1	\$3,800.00	-

Bid will be awarded based on lowest responsive bidder on BASE BID. Contingency bid items require unit price for possible unplanned and unforeseen work. ☒



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	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 8b
	Title:	Recommendation to Approve a Resolution Awarding the Bid for Directional Boring Services to Archon Construction Co. Inc. for an estimated annual amount of \$500,000 and three-year total of \$1,500,000	
	Presenter:	Giovanni McLean, Public Works Manager - Electric	
Meeting: Committee of the Whole		Date: May 4, 2026	
Proposed Cost: \$ 500,000		Budgeted Amount: \$ 500,000	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): A new bid for directional boring and associated underground construction services was issued, expanding the previous scope to better support future transmission, distribution, and fiber optic infrastructure projects. The prior contract did not fully capture the City's operational needs, which resulted in the need to obtain quotes outside of the established unit cost structure and introduced cost uncertainty. As a result, staff elected not to pursue the second and third-year contract extension options and instead revised the scope to reinforce a comprehensive unit cost contract that addresses these gaps. The updated contract also includes contractor procurement of materials, which will reduce internal inventory costs and the staff time associated with sourcing and purchasing. This approach also minimizes exposure to unknown material cost escalation. Directional boring work will continue to be issued through individual purchase orders, with costs allocated to the appropriate budgeted accounts, including maintenance, capital improvement projects, and reimbursable development work. Four (4) bids were received from qualified contractors. The bid required submission of: unit cost, two project costs, and the contractor with the lowest total project cost for the three-year term of the would be considered for award. During staff evaluation, the two lowest bids were determined to be non-responsive. York Utility Services submitted exceptions to the contract terms that were inconsistent with the required unit cost structure, unknown cost additions, and material cost escalation that conflicted with firm contract pricing. Fairway Electric's bid did not include equipment structure costs in its unit pricing for subsequent years. Based on the evaluation of bids that fully complied with the contract requirements and did not take exceptions, staff recommends awarding the contract to Archon Construction Co., Inc. as the lowest responsive and responsible bidder. The City has previously contracted with this firm, and staff can attest to their performance, reliability, and ability to meet the needs of the contract. Staff recommends awarding a one-year contract to Archon Construction Co., Inc., with the option for two additional one-year extensions based on performance and cost.			
Attachments (please list): *Bid Evaluation Tab			
Recommendation/Suggested Action (briefly explain): Recommendation to Approve a Resolution to Authorize issuing a Contract for Directional Boring to Archon Construction Co. Inc. for an estimated annual amount of \$500,000 and a three-year total of \$1,500,000.			

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

A Resolution Awarding the Bid for Directional Boring Services to Archon Construction Co., Inc. for an estimated annual amount of \$500,000 and three-year total of \$1,500,000

**Presented & Passed by the
City Council on May 18, 2026**

WHEREAS the City publicly issued a bid for Directional Boring Services and received four bids from qualified contractors;

WHEREAS based on the evaluation of the bids that fully complied with the contract requirements and did not take exceptions, staff recommends awarding the contract to Archon Construction Co., Inc. as the lowest responsive and responsible bidder. The City has previously contracted with this firm, and staff can attest to their performance, reliability and ability to meet the needs of the contract;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to Authorize Awarding the Bid for Directional Boring Services to Archon Construction Co., Inc. for an estimated annual amount of \$500,000 and three-year total of \$1,500,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 4th day of May 2026

PASSED by the City Council of the City of St. Charles, Illinois, this 4th day of May 2026

APPROVED by the Mayor of the City of St. Charles, Illinois, this 4th day of May 2026

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Directional Boring - EL2026-9

	Archon Construction Co	Electric Conduit Construction	York Utility Services	Fairway Electric
Year 1				
Project Cost 1	\$ 61,705.00	\$ 76,711.65	\$ 50,475.00	\$ 64,957.32
Project Cost 2	\$ 68,010.00	\$ 88,369.90	\$ 67,275.00	\$ 63,553.91
Year 1 Total	\$ 129,715.00	\$ 165,081.55	\$ 117,750.00	\$ 128,511.23
Year 2				
Project Cost 1	\$ 64,570.00	\$ 82,075.75	\$ 52,249.06	63354.96*
Project Cost 2	\$ 70,865.00	\$ 94,548.49	\$ 69,636.38	60,266.16*
Year 2 Total	\$ 135,435.00	\$ 176,624.24	\$ 121,885.44	\$ 123,621.12
Year 3				
Project Cost 1	\$ 66,970.00	\$ 87,825.10	\$ 54,076.50	66518.91*
Project Cost 2	\$ 73,520.00	\$ 101,174.36	\$ 71,950.28	63274.21*
Year 3 Cost	\$ 140,490.00	\$ 188,999.46	\$ 126,026.78	\$ 129,793.12
Total 3-Year Project Cost	\$ 405,640.00	\$ 530,705.25	\$ 365,662.22	\$ 381,925.47

**

*does not include equipment structures

**

1. Material price adjustments shall be based on the Producer Price Index (PPT) for the most applicable category. Each material item shall be escalated based on its primary material composition.
2. All hourly work shall be subject to a four (4) hour minimum charge per crew, per mobilization. This minimum may be waived only if additional billable work is performed by the same crew on the same day
3. A minimum charge of \$3,500 shall apply to each new project or service request. This minimum applies regardless of whether the work is performed on a unit price or hourly basis.
4. Contractor reserves the right to substitute subcontractors and material suppliers as necessary to meet project demands, availability, and scheduling requirements, provided all substituted parties and materials meet or exceed the applicable project specifications and standards
5. Test holes and restoration pricing to be limited to 2'x 2' x 4' depth. Additional depth to be performed on time, equipment and materials basis.

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 9a
	Title:	Presentation of a Concept Plan for Ninth Street Commons	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Committee of the Whole		Date: May 4, 2026	
Proposed Cost: \$		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): A Concept Plan for a residential development has been filed by Pulte Home Company, LLC for the 27-acre property known as the “Applied Composites” site. The property is located northwest of downtown, north of Dean/State Streets between N 5th and N 12th Streets, and south of the former railroad tracks. A development called “Lexington Club” was approved on the property in 2013 which included a mix of single-family and townhomes. A revised plan for all single-family homes was presented in 2015. Pulte is proposing a 93-lot single-family subdivision and 12 townhome units with a roadway network connected to the existing neighborhood to the south. Comprehensive Plan & Zoning- Soon after the closing of the Applied Composites facility in 2005, the City approved a Comprehensive Plan amendment to change the site to residential land use, to be an extension of the neighborhood to the south. The 2013 Comprehensive Plan future land use map identifies single-family attached west of 9th Street, and single family detached east of 9th Street. The property is currently zoned for residential land uses (RT-3 & RM-2) based on the 2013 Lexington Club site plan. Proposed zoning is RT-3 for the single-family portion, RM-2 for the townhome portion and a PUD. If the developer decides to pursue the project after the conclusion of Concept review, applications for rezoning, Special Use for PUD, and PUD Preliminary Plan would need to be filed and ultimately approved by City Council. The Concept Plan proposal generally complies with the City’s Comprehensive Plan land use recommendations and aligns with the City’s efforts of the past 20 years to see the underutilized site cleaned up and redeveloped. Plan Commission Review – Plan Commission reviewed the Concept Plan on 4/21/26. Summary of feedback: • Support for land use and overall site layout, particularly the street network connections • Support for the pedestrian connectivity including sidewalk extensions and connections to potential future trail on railroad property to the north. • Suggestions regarding open space, including: ○ Incorporating pedestrian paths around detention areas and along State Street Creek. ○ Preserving high-quality trees, particularly within the southern open space/detention areas. ○ Providing landscape buffering from adjacent industrial properties. • Support for incorporation of affordable housing units within the development. Five residents from surrounding neighborhoods spoke at the meeting. Residents expressed concerns regarding view of the development from properties to the north, traffic impacts to the surrounding neighborhood, noise, impact on wildlife, a preference for more open space, and impact on schools.			

Regarding the City's requirement for an additional means of emergency access into the site, the developer stated they are pursuing emergency access west out to N 12th Street, at the southwest corner.

Affordable Housing:

Staff encouraged the developer to incorporate affordable units into the project. The developer provided financial information which identifies a \$3 million plus cost gap to provide affordable units. This gap is too significant to be covered by any City fee waiver or grant, and there is no opportunity to increase the density and still have a primarily single-family project.

The project could meet the criteria for an "Alternative Affordable Housing Plan" under the Inclusionary Housing ordinance- This code section grants flexibility for sites with extraordinary site conditions, and/or underutilized and blighted parcels.

The developer is proposing to pay the full fee-in-lieu amount. Even without any affordable units included, this project will advance the City's housing goals by adding a significant number of new market rate single family houses to our local housing market, in close proximity to the downtown area.

Financial Assistance:

The site has environmental challenges that previous developers have not been able to overcome.

The site was designated as a TIF district in 2013, and the City approved reimbursing \$5.6 million in TIF eligible redevelopment costs for building demolition, site grading and environmental remediation. This amount of assistance was not insufficient for the project to proceed. The TIF district was terminated in 2022.

Financial assistance is needed to support the Pulte Concept Plan, specifically for extraordinary costs to relocate existing ComEd and City electric distribution lines that cross the property. The total amount of assistance is anticipated to be less than \$3 million. All other development costs are to be borne by the developer, including demolition, site work and environmental remediation.

Following the Concept Plan review, staff will work with the developer to determine the form and structure for the financial assistance, and a TIF district will be considered.

Attachments (please list):

Staff Report, Plans, Application, Public Comment correspondence

Recommendation/Suggested Action (briefly explain):

Provide feedback on the Concept Plan. Staff suggests providing feedback regarding:

1. Proposed land use, zoning and compatibility with surrounding development
2. Subdivision layout, access & connectivity
3. Affordable housing
4. Financial Assistance



Staff Report
Plan Commission Meeting – April 21, 2026

Ninth Street Commons

Applicant:	Pulte Home Company, LLC
Property Owner:	WM St. Charles, LLC
Location:	27-acre property northwest of downtown; north of Dean/State between North 5 th and North 12 th Streets, south of former Union Pacific railroad
Purpose:	Feedback on a residential development
Application:	Concept Plan
Public Hearing:	Not required
Zoning:	RT-3 Traditional Single-Family Residential & RM-2 Medium Density Residential
Current Land Use:	Vacant
Comprehensive Plan:	Single-Family Attached Residential & Single-Family Detached Residential



- Summary of Proposal:** Pulte Home Company has filed a Concept Plan proposing a residential subdivision on the former “Applied Composites” property. Details:
- 93 single-family home lots; 12 townhome units
 - Access via connections to North 9th, 7th, 6th, and Mark Streets
 - Stormwater detention areas to the south
 - RT-3 and RM-2 zoning with a PUD
-

Info / Procedure on Application:	- Per Sec. 17.04.140, the purpose of the Concept Plan review is as follows: “to enable the applicant to obtain informal input from the Plan Commission and Council Committee prior to spending considerable time and expense in the preparation of detailed plans and architectural drawings. It also serves as a forum for owners of neighboring property to ask questions and express their concerns and views regarding the potential development.” - A formal public hearing is not involved, although property owners within 250 ft. of the property have been notified and may express their views to the Commission. - No recommendation or findings are involved.
Suggested Action:	Provide feedback on the Concept Plan. Staff has provided topics Commissioners may wish to consider to guide their feedback to the applicant.
Staff Contact:	Ellen Johnson, Planner II

I. PROPERTY INFORMATION

A. History / Context

The subject property is a 27-acre former industrial site. The Applied Composites Company ceased operations on the site in 2005. The industrial buildings were mostly demolished by 2010. The property has been vacant since.

In 2013, the City approved Ordinance No. 2013-Z-2, which rezoned the property from M-1 Special Manufacturing to the current zoning designations of RT-3 Traditional Single-Family Residential and RM-2 Medium Density Multi-Family Residential. It also established a PUD for a development on the site, called Lexington Club, and approved plans which included 102 townhome units and 28 single-family homes. At that time, the City also approved a Tax Increment Financing (TIF) District to support the project.

In 2015, the Lexington Club developer, Lexington Homes, requested a PUD Amendment to change the plans from a mix of townhomes and single-family to entirely single-family (107 lots), with an average lot size of 5,161 sf. Plan Commission recommended approval, however the developer ultimately withdrew the application. The Lexington Club project was never constructed due to financial concerns. In 2022, the City dissolved the TIF District based on the Lexington Club development not moving forward.

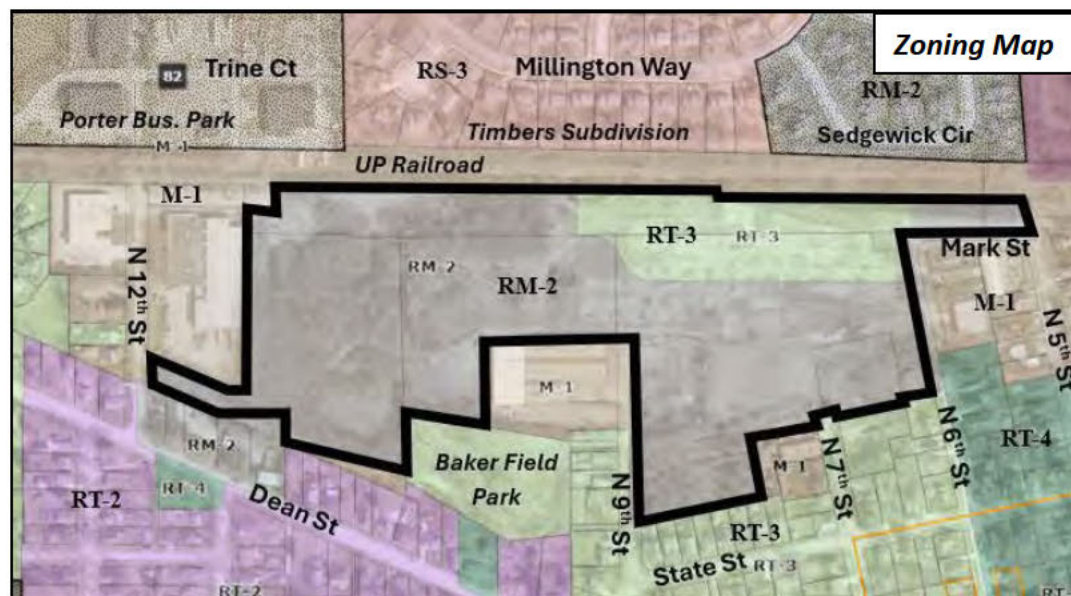
The property is now under contract to be purchased by Pulte Home Company, LLC.

B. Zoning

Most of the subject property is zoned RM-2 Medium Density Multi-Family Residential. A small portion on the northeast side is zoned RT-3 Traditional Single-Family Residential. The existing zoning was approved alongside the Lexington Club PUD, with the RM-2 portion intended for townhomes and the RT-3 portion intended for single-family homes. The Lexington Club PUD approval has expired, but the underlying zoning approved at that time remains.

The subject property is surrounded by a mix of industrial and residential uses to the south, east, and west. To the north is the Union Pacific Railroad property which is intended to be utilized as an extension of the Great Western Trail if acquired by a public agency in the future. North of the railroad property is the Timbers subdivision containing single-family homes and townhomes.

	Zoning	Land Use
Subject Property	RM-2 Medium Density Multi-Family RT-3 Traditional Single-Family Residential	Vacant
North	M-1 Special Manufacturing RS-3 Suburban Single-Family Residential RM-2 Medium Density Multi-Family	Railroad property; Porter Business Park; Timbers subdivision
East	M-1 Special Manufacturing RT-4 Traditional Single & Two-Family Residential	Mixed industrial, residential
South	M-1 Special Manufacturing RT-2 Traditional Single-Family Residential RT-3 Traditional Single-Family Residential RM-2 Medium Density Multi-Family	Mixed industrial, residential
West	M-1 Special Manufacturing	Industrial



C. Comprehensive Plan

The Land Use Plan adopted as part of the [2013 Comprehensive Plan](#) designates the west side of the subject property as “Single Family Attached Residential” and the east side as “Single Family Detached Residential.” These land use categories are defined below.



“Single Family Attached” – Single family attached structures are connected horizontally, typically two stories high, but individual units do not stack vertically. Single family attached homes can serve as transitional areas between single family homes and commercial or multi-family development, and also act as an intermediate step for residents between apartment/condo living and home ownership. These types of units are also popular for empty nesters and others looking to downsize to a smaller home.

“Single Family Detached” – Single family detached residential areas should consist primarily of single family detached homes on lots subdivided and platted in an organized and planned manner. Downtown, single family residential areas consist primarily of older buildings, many rehabilitated, with small yards and minimal garage space. Single family residential detached homes are the most prevalent building type in the community, and should continue to be so.

The following Residential Land Use Policies are relevant to review of the Concept Plan (p.43-44):

Preserve the character of the City’s existing single-family residential neighborhoods.

The City’s residential areas are composed of a number of unique and distinct neighborhoods. While they may differ in configuration, unit type, and lot size, these neighborhoods are well established and have their own character. Development and reinvestment within these neighborhoods should be context sensitive, and compatible with the established neighborhood character and fabric. Regardless of the location or housing type, residential development or redevelopment should be carefully regulated to ensure compatibility with the scale and character of surrounding and adjacent residential neighborhoods. New infill development, teardown redevelopment, and alterations to existing development should maintain a setback, height, bulk and orientation similar to its surroundings.

Consider the potential impact of new residential development on schools, municipal services and traffic.

As a mature community, the City’s infrastructure is well established, particularly in the older areas of the community. Unlike emerging suburbs that are continuously growing, widening roads and building schools as necessary, the community infrastructure in St. Charles is well established and not as easily adaptable. Although road and intersections can be widened, and schools expanded, a less costly approach would be to work within the framework of the City’s well established infrastructure, evaluating proposed development’s impact on City systems and working with developers to mitigate and minimize strains on local systems.

Transition densities to maximize compatibility.

As St. Charles approaches its full build-out, its new growth and investment will shift from new development in outlying areas to redevelopment of infill sites, and many of the available infill parcels are situated between established residential areas and the City’s busy commercial districts. This shift will create new challenges and obstacles for development not associated with easier “green-field” development, including: adaptive reuse, fixed/smaller parcel sizes, greater neighborhood sensitivity, and increased density/intensity. A recommended strategy for improved compatibility is place similar density and lot sizes adjacent to existing residential areas and then to transition to high residential densities moving closer to commercial areas and busy streets. This approach assists with compatibility of adjacent use areas and provides additional density to serve as a transitional land use.

II. PROPOSAL

Pulte Home Company is under contract to purchase the subject property from property owner WM St. Charles LLC. Pulte is proposing a residential subdivision with 105 total units. The Concept Plan submitted for feedback proposes the following:

- 93 single-family home lots; RT-3 zoning
 - 3 lot sizes; varies from 5,125 sf to 6,250 sf
 - 1 and 2 story homes
 - Front-loaded garages
- 12 townhome units; RM-2 zoning
 - 3 buildings; 4 units each
 - 3 stories
 - Front-loaded garages
- Access via connections to North 9th, 7th, 6th, and Mark Streets.
- Modified grid-pattern development, reflective of the layout of adjacent neighborhoods, but with longer blocks and a more uniform lot configuration.
- Stormwater detention areas to the south, with preservation of the floodplain area along State Street Creek.
- Pedestrian connections to the UP Railroad property and Belgium Town Park.
- Emergency access to 12th Street via the City's electrical substation at the northwest corner.

III. CONCEPT PLAN REVIEW PROCESS

The purpose of the Concept Plan review is to enable the applicant to obtain informal input on a concept prior to spending considerable time and expense in the preparation of detailed plans and architectural drawings. The Concept Plan process also serves as a forum for citizens and owners of neighboring property to ask questions and express their concerns and views regarding the potential development. Following the conclusion of the Concept Plan review, the developer can decide whether to formally pursue the project.

IV. PLANNING ANALYSIS

Staff has analyzed the Concept Plan to determine the ability of future plans based on the Concept Plan to meet applicable standards of the Zoning and Subdivision ordinances. The plan was reviewed against the following code sections and documents:

- Ch. 17.06 Design Review
- Title 16- Subdivisions & Land Improvement
- Ch. 17.12 Residential Districts
- Ch. 17.26 Landscaping & Screening

A. Zoning & Density

The subject property is currently zoned RM-2 and RT-3. The Concept Plan contemplates rezoning most of the RM-2 portion to RT-3. The portion of RM-2 zoning existing at the northeast corner of the site, along Mark Street, would remain in place for the proposed townhomes. A small portion of the RT-3 zoning adjacent to the townhomes may need to be rezoned to RM-2, depending on the finalized location of the building footprint.

The purpose of the RT-3 District is defined in the Zoning Ordinance as follows:

To preserve higher density single-family residential development in older neighborhoods of the City, and to accommodate new residential development with a similar character. The minimum lot size in this district is 5,000 square feet. The RT-3 District also provides

for auxiliary dwelling units and limited nonresidential uses compatible with surrounding residential neighborhoods.

RT-3 zoning matches the zoning of the adjacent neighborhood to the south of the subject property.

Proposed gross density based on the Concept Plan is 3.85 dwelling units per acre. This includes the townhome portion, single-family portion, street right-of-way, and detention areas. This density is lower than adjacent neighborhoods to the south/east/west. Density of the surrounding neighborhood to the southeast, mostly zoned RT-3, is 4.1 units per acre. The neighborhood to the southwest, mostly zoned RT-2, has a density of 4.04 units per acre. The single-family portion of the Timbers subdivision to the north has a density of 2.5 units per acre.

Because the Concept Plan includes 7.9 acres of open space reserved for stormwater detention, the net buildable area of the site has a density higher than the 3.85 units per acre gross density. As a result, the development will appear more dense than the surrounding neighborhood, due to a combination of narrower lot widths and a greater percentage of building coverage.

- Lots widths range from 41 to 50 ft. 46% of lots meet the 50 ft minimum lot width required in the RT-3 District. The rest of the lots are 41 or 46 ft wide.
- Requested maximum building coverage is 47%. The RT-3 District maximum is 25% for 2-story homes and 30% for 1-story homes.
- All single-family lots meet the 5,000 sf lot area minimum of the RT-3 District.
 - Lots range from 5,125 to 6,250 sf

The tables below compare the bulk standards of the proposed zoning designations with the Concept Plan. Bold italics denote deviations from the relevant zoning district standard. A PUD is contemplated, through which the applicant could request approval of the deviations noted in the table.

Single-Family Portion:

Category	RT-3 District (Proposed zoning)	Concept Plan
Min. Lot Area	5,000 sf	5,125 sf [23 lots of 5,125 sf 27 lots of 5,750 sf 43 lots of 6,250 sf]
Min. Lot Width	50 ft	41 ft [23 lots of 41' width 27 lots of 46' width 43 lots of 50' width]
Max. Building Coverage	30% for 1 ½ stories or less; 25% for 2 stories	47%
Max. Building Height	32 ft / 2 stories	2 stories
Front Yard	20 ft	20 ft
Interior Side Yard	5 ft for 1 ½ stories or less; 6 ft for 2 stories	5 ft
Exterior Side Yard	15 ft	15 ft
Rear Yard	30 ft	30 ft

Townhome Portion:

Category	RM-2 District (Proposed zoning)	Concept Plan
Min. Lot Area	4,300 sf / unit	2,610 sf / unit
Min. Lot Width	24 ft / unit	32 ft / unit
Max. Building Coverage	35%	36%
Max. Building Height	35 ft / 3 stories	Under 40'
Front Yard	20 ft	20 ft
Interior Side Yard	10 ft	10 ft
Exterior Side Yard	20 ft	20 ft
Rear Yard	25 ft	21 ft

Staff Comments:

- ✓ The RT-3 District and RM-2 District are the appropriate zoning designations to accommodate the proposed development. These designations most closely align with the Concept Plan.
- ✓ The RT-3 District offers a building coverage “bonus” of up to 500 sf if a detached garage is provided instead of an attached garage. All the proposed homes have attached garages so this bonus would not be available.
- ✓ PUD-related comments:
 - The zoning deviations will need to be requested and justified through a PUD application. To approve a PUD, the City must find that the proposal meets the “public interest” finding based on the PUD criteria.
 - Every effort should be made to minimize requested zoning deviations. Plans should be modified where possible to reduce deviations.

B. Street Network / Traffic:

The proposed development connects to the existing neighborhood to the south via extensions of North 9th, North 7th, and Mark Streets, and connection to North 6th Street. These streets connect to the gridded street network of downtown St. Charles. The street network internal to the development continues the gridded pattern, but with longer blocks and a more uniform lot configuration.

The townhomes at the northeast corner are accessed from driveways and front-loaded garages off Mark Street. The single-family lots are accessed from driveways and front-loaded garages facing the new streets.

New streets would be dedicated as public streets with a 60-foot right-of-way, incorporating 30' wide street pavement and parkways and sidewalks on both sides of the streets.

A secondary means of emergency access to the western portion of the proposed development is required per the Fire Code. This secondary means of access can be a public street or an access drive available for use only by emergency vehicles, subject to approval of the Fire Department. To meet this requirement, the developer is showing a paved path in “Outlot D” at the northwest corner, which connects to the City’s electrical substation located adjacent to the subject property. The substation parcel connects to North 12th Street.

Staff Comments:

- ✓ The Fire Dept. has provided feedback that the proposed secondary access into the site via Outlot D and the City substation at the NW corner will not be acceptable.

- ✓ From a Planning perspective, additional vehicular access into the site is desired. Two options for additional access are as follows:
 1. Option 1: Provide a public street connecting to N 12th Street to the west, via a roadway connection through Lot 51 and Outlot C, traversing west through the narrow spur that reaches 12th Street. Considerations:
 - a. This street would disperse development traffic impacts on the adjacent neighborhood and would provide residents with a more direct route west on Dean Street.
 - b. Floodplain exists in this area. Construction of a street would need to be assessed for feasibility and compliance with relevant engineering standards.
 - c. This street would run adjacent to the backyards of the properties at the NE corner of Dean & N 12th Streets.
 2. Option 2: Provide a public street, oriented east-west through Lots 21 and 31, north of the industrial building on 9th Street. Considerations:
 - a. This street would improve site circulation internal to the development.
 - b. This street would provide more separation between the homes and the existing industrial building.
- ✓ From a Fire Code perspective, additional vehicular access into the western portion of the site is required. The two public street options listed above would satisfy the Fire Code requirement. Emergency vehicle access drives, closed to public traffic, could be constructed in either of the two locations as an alternative to providing an additional public street connection.
- ✓ A Traffic Impact Study will be required at the next phase of the development review process. The TIS will need to include the following:
 - Anticipated traffic generation.
 - Impact to surrounding intersections and street network.
 - Analysis of and recommendations regarding development access.

C. Pedestrian Network

The Concept Plan depicts public sidewalk on both sides of the internal street network. A pedestrian connection to the UP Railroad property to the north is shown over Outlot E to provide a future connection to the potential Great Western Trail extension on the railroad property.

A pedestrian path is also shown along the west side of the existing industrial building at 315 N 9th Street connecting to Belgium Town Park, which is owned by the St. Charles Park District.

There is an existing gravel path on the south side of the subject property, connecting to N 12th Street and running along the State Street Creek, connecting to Belgium Town Park. This gravel path was constructed to provide City utility vehicle access. However, it is utilized by the community as a walking path. Portions fall on private property outside of the subject property.

Staff Comments

- Off-site public sidewalk in the vicinity will need to be installed in connection with this project. This includes segments of sidewalk along N 6th Street, N 7th Street, and Mark Street. Sidewalk along N 9th Street will need to extend to State Street.
- A second pedestrian connection to the future Great Western Trail should be provided at the east end of the townhomes, connecting to sidewalk along N 5th Street.
- The gravel path on the south side of the property should be incorporated into the plans for this project to provide a more formalized public trail. Easements would need to be obtained as needed, and the path improved. The path could be extended out to N 9th Street via a City-owned parcel between 205 and 211 N 9th Street, then through Outlots A and B, out to N 6th Street. If a public or emergency road is not constructed

through what is now Lot 51, an outlot with pedestrian trail should be provided in that vicinity to connect the internal streets to the southern path.

- Pedestrian paths around the detention areas are recommended.

D. Open Space / Landscaping

The Concept Plan depicts 7.9-acres of open space along the southern portion of the subject property, to be utilized for stormwater management. This area is adjacent to the State Street Creek running south of the property and its associated flood plain.

The proposed stormwater management area also provides an open space buffer between the proposed development and the existing neighborhoods to the south.

To the north, lots back up to the property line; no additional buffer is provided. The UP Railroad property is approximately 100 feet wide, serving to provide separation between the proposed development and the Timbers subdivision to the north.

Staff Comments:

- ✓ Landscape buffering is not required but should be provided on lots directly adjacent to existing industrial properties on N 9th and N 12th Streets.
- ✓ Street trees shall be provided within parkways, in accordance with City standards.
- ✓ A Tree Preservation Plan will be required. Effort shall be made to preserve any high quality trees to the greatest extent possible, particularly within open space locations and along the northern boundary of the subdivision.

E. Building Design

Renderings have been submitted as part of the Concept Plan.

Several single-family home renderings are included, for both one- and two-story homes. All the homes have front-loaded, two-car garages. Homes in the RT Traditional Residential zoning districts are subject to the Design Standards & Guidelines contained in Section 17.06.060. These provisions encourage new development that incorporates features of traditional home design to promote compatibility with the older homes that predominate the City's downtown neighborhoods.

For the townhomes, one building rendering has been submitted. The proposed building contains 4 units, is 3 stories in height with front-loaded, two-car garages for each unit. Engineered lap siding is the primary façade material, with board and batten accents and brick veneer over the first story. Buildings in the RM Multi-Family Districts are subject to the Design Standards & Guidelines contained in Section 17.06.050.

Staff Comments

- The townhome building design appears to meet the applicable design standards for the RM Districts.
- Many of the single-family homes would not meet RT District standards for attached garages:
 - Maximum width of a garage door facing the street is 50% of the total width of the dwelling.
 - A garage facing the street must be set back from the front lot line at least 5 feet more than either: a) the remainder of the dwelling walls, or b) the front of an unenclosed porch that extends along at least 75% of the length of the remainder of the dwelling walls adjacent to the garage door.

- Home design should comply with the garage-related requirements to the greatest extent possible. Any deviation from these requirements will need to be requested through a PUD.
- Monotony restrictions requiring variability of home design and colors should also be incorporated into the PUD.

V. DEPARTMENTAL REVIEWS

A. Engineering Review

The proposed development will be subject to the Kane County Stormwater Ordinance. Preliminary Engineering plans will be required should the project move to the next phase of the development process. The engineering plans will need to demonstrate compliance with the Kane County Stormwater Ordinance and City Engineering Design and Inspection Manual. Work within the State Street Creek floodplain will need to be appropriately permitted through relevant agencies.

B. Public Works Review

City utilities including watermain, sanitary sewer, and Electric will need to be extended through the proposed development at the developer's expense.

The City has performed water and sanitary sewer utility studies to assess the capacity of these systems and the ability of the City's utility networks to serve the proposed development. Both studies indicate that the proposed development can connect to the City's utility networks without causing capacity concerns. The applicant has also worked with the City's Electric Utility to begin planning for required electric system extensions and connections.

The developer will be required to resurface or reconstruct 9th Street from the Belgium Town Park entrance to the start of the proposed development.

Drainage improvements along the southwest portion of the property will be required to facilitate stormwater movement through the site and reduce floodplain impacts. Improvements may be open channel or hard-pipe depending on west access route configuration.

C. Fire Dept. Review

As previously stated, the Fire Department will require an additional means of access to the development for emergency purposes. The location and design of the access will require further coordination with and review by the Fire Department.

VI. DEVELOPER CONTRIBUTIONS

A. Inclusionary Housing

This development will be subject to the Inclusionary Housing Ordinance, Title 19 of the City Code. The affordable unit requirement for is 11 units; 2 townhome units and 9 single-family homes (10% of units). A fee worksheet has been submitted indicating the applicant's intent to pay a fee in-lieu of providing affordable units. Based on a fee in-lieu amount of \$36,18 per required affordable townhome unit and \$20,982 per required affordable single-family unit, a total fee in-lieu amount of \$262,274 would be due at the time of building permit and would be placed into the City's Housing Trust Fund to support affordable housing initiatives.

Staff has encouraged the developer to incorporate affordable units into the project as opposed to proposing payment of fee in-lieu. The developer has provided staff with financial information which identifies a \$3 million plus cost gap to provide affordable units.

The Inclusionary Housing Ordinance contains a provision that allows a developer to request an “Alternative Affordable Housing Plan” as alternative to providing affordable units or paying fee in-lieu. One of the criteria listed in the Ordinance must be met. The following criteria might be met for the proposed development:

- A demonstrated financial hardship that is not of the developer’s own making – Development of the subject property includes extraordinary costs related to preparation of the site due to the former industrial use, including environmental remediation.
- The development will fulfill an alternative city policy or goal such as redevelopment of a vacant, underutilized, or blighted parcel that cannot otherwise be readily redeveloped and comply with all other applicable requirements – The subject property has been vacant for 20+ years. The Comprehensive Plan calls for residential development on the site. Past proposals have not moved forward due to the difficulty of developing the site.

If City Council determines the criteria are met, then the developer could propose an Alternative Affordable Housing Plan, which proposes how the developer will attempt to create affordable housing opportunities. This may involve the developer applying for external funding sources, purchasing offsite units and converting to affordable, or constructing a portion of the required units and/or paying a portion of the fee in lieu amount.

B. School District

The subject property is within St. Charles Community Unit School District 303. This development will be subject to Ch. 16.10 “Dedications” of the Subdivision Code and will be required to provide either a land or cash contribution to District 303. The Concept Plan and a land-cash worksheet have been provided to the School District for review. It is anticipated that a cash contribution would be accepted. Based on the unit types and anticipated bedroom counts, a total contribution of \$596,175 to D303 would be due prior to issuance of building permit.

C. Park District

The subject property is within the St. Charles Park District boundary. The Concept Plan and a land-cash worksheet have been provided to the Park District for review. Per Ch. 16.10 of the Subdivision Code, a park site dedication or cash contribution is required for residential subdivisions. The Park District has responded that a cash contribution will be accepted, which would total \$682,395 to the Park District, due prior to issuance of building permit.

VII. FUTURE APPROVAL PROCESS

If the applicant chooses to move forward with the proposed development at the conclusion of the Concept Plan process, the following applications would need to be approved by the City to entitle the project.

1. Map Amendment: To rezone portions of the property to RT-3 and RM-2.
2. Special Use for PUD: To establish a PUD with unique development parameters to accommodate the project.

3. PUD Preliminary Plan: Preliminary plans for the development including: plat of subdivision, engineering plans, landscape plan, and building elevations.

VIII. SUGGESTED ACTION

Review the Concept Plan and provide comments to the applicant. Staff recommends the Commission provide feedback on the following:

- ✓ Proposed land use and compatibility with surrounding development and with the Comprehensive Plan.
- ✓ Access to the development – proposed roadway location; additional access needs, etc.
- ✓ Subdivision layout – lots, streets, open space, detention areas, pedestrian network, etc.
- ✓ Zoning:
 - a. RT-3 and RM-2 zoning designations.
 - b. Planned Unit Development – Is a PUD appropriate or desirable for this project? Does the plan adequately advance one or more of the purposes of the PUD procedure:
 1. *To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.*
 2. *To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.*
 3. *To encourage a harmonious mix of land uses and a variety of housing types and prices.*
 4. *To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.*
 5. *To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.*
 6. *To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.*
 7. *To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community*

IX. ATTACHMENTS

- Application for Concept Plan; received 3/18/2026
- Plans
- Public comment correspondence

SITE PLAN FOR 9TH STREET

S. CHARLES, ILLINOIS



SITE DATA

A. TOTAL AREA	27.28 +/- AC.
B. PROPOSED ZONING	R1-3
C. UNITS	12
TOWNHOMES	23
41' X 125'	27
46' X 125'	43
50' X 125'	105
TOTAL	5,125 S.F.
D. MIN. LOT SIZE	41 FT.
E. MIN. LOT WIDTH	20 FT.
F. SINGLE FAMILY SETBACKS	18 FT.
FRONT YARD	5 FT.
CORNER SIDE YARD	30 FT.
REAR YARD	3.65 DU/AC.

PREPARED FOR:
PULTE HOME COMPANY, LLC
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-5400

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60002-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 402.184 FILE NAME: CONCEPT PLAN
DRAWN BY: PRP FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 12-5-25 JOB NO.: 402.184
XREF: PROJECT MANAGER: PRP
REVISION DATE: 12-5-25, 12-8-25

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dickson design
STUDIO

9 CRYSTAL LAKE ROAD,
SUITE 110
LAKE IN THE HILLS, IL 60156
224 441 8181

PULTE HOME COMPANY, LLC

SCHAUMBURG, ILLINOIS

FEBRUARY 12, 2026

RESIDENTIAL DEVELOPMENT
9TH STREET - ST. CHARLES, IL

EXHIBIT -
CONCEPTUAL LANDSCAPE PLAN



CONCEPTUAL LANDSCAPE PLAN
SCALE: 1" = 80'-0"



Ninth Street Common Proposed Elevations



March 7, 2026

Confidential and Proprietary

Ninth Street Common - Product Matrix

30' Series – Single Family

	Size (sf)	Bedrooms	Bathrooms	Garage	Elevations
Nelson	2,104 – 2,244	3 - 4	2.5 - 3	2	5
Rybrook	2,421 – 2,567	3 - 5	2.5 - 4	2	5

35' Series – Single Family

	Size (sf)	Bedrooms	Bathrooms	Garage	Elevations
Boardwalk	2,662 – 2,782	4	2.5	2	5
Woodward	1,963 – 2,992	4	2.5	2	5

40' Ranch Series – Single Family

	Size (sf)	Bedrooms	Bathrooms	Garage	Elevations
Mystique	1,841	2	2	2	6
Prestige	2,026	2	2.5	2	6

Townhomes – Attached Single Family

	Size (sf)	Bedrooms	Bathrooms	Garage	Elevations
Isleton	2,387 – 2,771	3 - 4	2.5	2	n/a



FH201







LC201







HR201



HR202



LC201



LC202



EC2G









NC2L













CR203



NC101





FH204







CT201



FH201







HR101

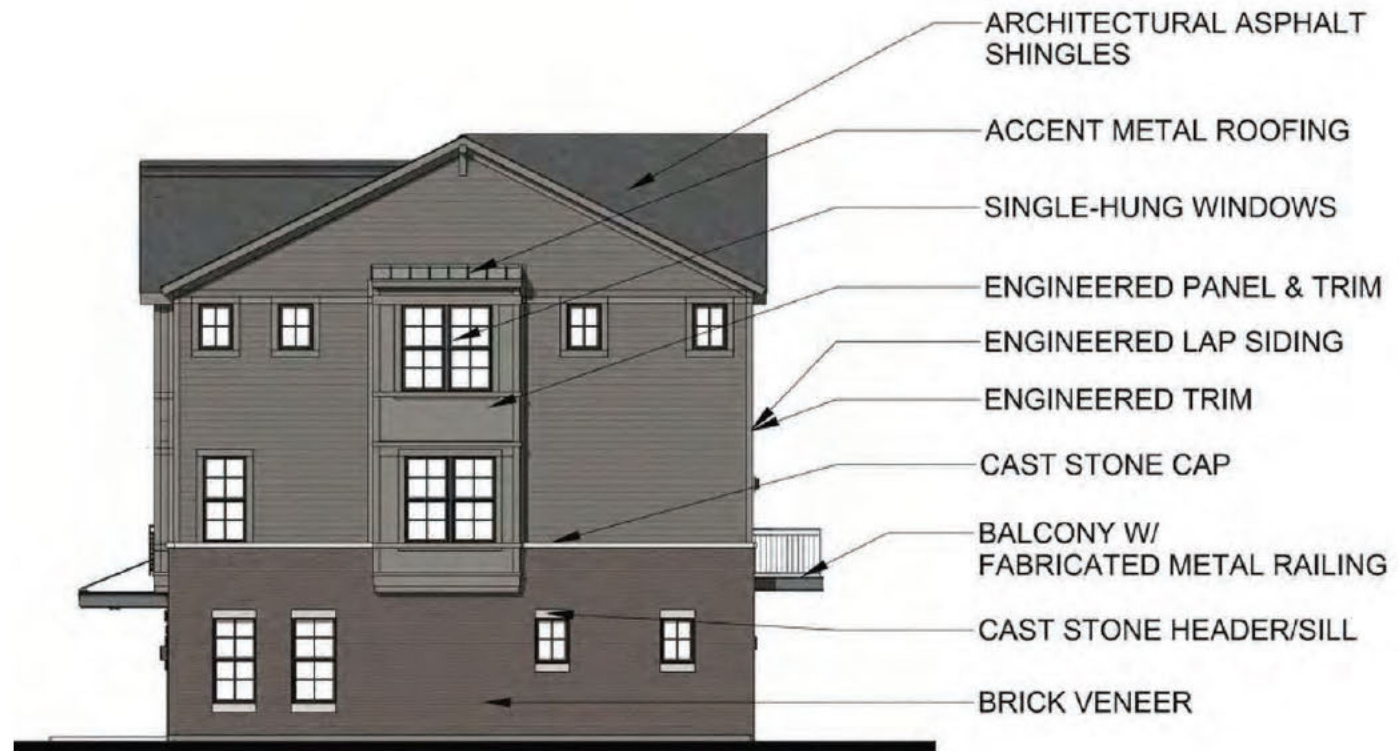




Front Elevation



Rear Elevation



Side Elevation

Anti-Monotony Restrictions

Elevation and Color Package Restrictions

I. Single Family Detached Communities

- a. The following criteria apply to homes on straight or curved streets, cul-de-sacs and corner lots.
 1. No house shall have the same configuration that is within one (1) house on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria.
 2. No house shall have the same color package that is within one (1) house on either side **or** on any house directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria.

II. Definitions

- a. Configuration – a combination of product type, elevation, exterior fenestration (siding or stone), and color package.
- b. Color Package – a combination of siding, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single house.



Pulte Group Monotony Code (Configuration - Front Elevation)

X	X	X
X	SOLD HOME ELEVATION / CONFIGURATION	X

	X	
X	SOLD HOME COLOR PACKAGE	X



CITY OF
ST. CHARLES
ILLINOIS • 1838

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

CONCEPT PLAN APPLICATION

For City Use

Project Name: Ninth Street Commons

Project Number: 2026-PR-009

Cityview Project Number: PLCP202600014

Received Date
RECEIVED
MAR 18 2026
City of St. Charles
Community Development

- *File this application to request review of a Concept Plan for a property.*
- *Complete the application and submit with all required attachments to the Community Development Division.*
- *The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.*
- *City staff will review the submittal for completeness prior to scheduling a Plan Commission review, followed by review by the Planning & Development Committee of the City Council.*

1. Property Information:	Location: North of State Street at the terminus of 6th, 7th and 9th Street, bounded by the railroad on the North	
	Parcel Number (s): 09-27-303-001, 09-28-400-002, 09-28-452-003, 09-28-476-019, 09-28-477-003, 09-28-477-014, 09-28-478-001, 09-28-478-002, 09-28-478-003, 09-28-478-004, 09-28-478-005, 09-28-478-006, 09-28-478-007, 09-28-478-008, 09-28-478-009, 09-28-478-010, 09-28-478-011, 09-28-478-012, 09-28-478-013, 09-28-478-014, 09-28-478-015, 09-28-478-016, 09-28-478-017, 09-28-478-018, 09-28-478-019, 09-28-478-020, 09-28-478-021, 09-28-478-022, 09-28-478-023, 09-28-478-024, 09-28-478-025, 09-28-478-026, 09-28-478-027, 09-28-478-028, 09-28-478-029, 09-28-478-030, 09-28-478-031, 09-28-478-032, 09-28-478-033, 09-28-478-034, 09-28-478-035, 09-28-478-036, 09-28-478-037, 09-28-478-038, 09-28-478-039, 09-28-478-040, 09-28-478-041, 09-28-478-042, 09-28-478-043, 09-28-478-044, 09-28-478-045, 09-28-478-046, 09-28-478-047, 09-28-478-048, 09-28-478-049, 09-28-478-050, 09-28-478-051, 09-28-478-052, 09-28-478-053, 09-28-478-054, 09-28-478-055, 09-28-478-056, 09-28-478-057, 09-28-478-058, 09-28-478-059, 09-28-478-060, 09-28-478-061, 09-28-478-062, 09-28-478-063, 09-28-478-064, 09-28-478-065, 09-28-478-066, 09-28-478-067, 09-28-478-068, 09-28-478-069, 09-28-478-070, 09-28-478-071, 09-28-478-072, 09-28-478-073, 09-28-478-074, 09-28-478-075, 09-28-478-076, 09-28-478-077, 09-28-478-078, 09-28-478-079, 09-28-478-080, 09-28-478-081, 09-28-478-082, 09-28-478-083, 09-28-478-084, 09-28-478-085, 09-28-478-086, 09-28-478-087, 09-28-478-088, 09-28-478-089, 09-28-478-090, 09-28-478-091, 09-28-478-092, 09-28-478-093, 09-28-478-094, 09-28-478-095, 09-28-478-096, 09-28-478-097, 09-28-478-098, 09-28-478-099, 09-28-478-100	
	Proposed Name: Ninth Street Commons	
2. Applicant Information:	Name: Pulte Home Company, LLC	Phone: 847-230-5383
	Address: 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173	Email: Matt.Brolley@PulteGroup.com
3. Record Owner Information:	Name: WM ST Charles, LLC	Phone: 773-598-5449
	Address: 1731 N. Marcey Street, Suite 200, Chicago, IL 60614	Email: WMoretti@lexingtonchicago.com

4. Identify the Type of Application:

- ☒ **PUD Concept Plan** Proposed PUD Name: Ninth Street Commons
- ☐ **Subdivision Concept Plan** Proposed Subdivision Name:
- ☐ **Other Concept Plan**

5. Zoning & Use Information:

RM2 Medium Density Multi-Family Residential District +
Current zoning of the property: RT-3 Traditional Single-Family Residential District

Current use of the property: Vacant Manufacturing Site

Comprehensive Plan designation of the property: Single Family Attached Residential

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

RM2 Medium Density Multi-Family Residential District +
Proposed zoning of the property: RT-3 Traditional Single-Family Residential District PUD? Yes

Proposed use of the property: Single Family Residential

6. Required Attachments:

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

- ☒ **REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- ☒ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:** Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the subject property:

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

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

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

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

- ☒ **LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the Concept Plan application with the City of St. Charles for the subject property.
- ☒ **LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper and Microsoft Word file.
- ☒ **PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.
- ☒ **SUMMARY OF DEVELOPMENT:** Written statement describing the proposed development. Include the following information:
 - Proposed land use(s), number of type(s) of residential units, building coverage, building height, and floor area for nonresidential uses.
 - Planning objectives to be achieved and public purposes to be served by the development
 - Explanation of the rationale behind the proposal
 - Anticipated exceptions or departures from zoning and subdivision requirements, if any
- ☒ **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.
- ☒ **ZONING COMPLIANCE TABLE:** Use the attached worksheet to compare applicable Zoning District and/or PUD requirements and the proposed development. Use the Residential table for residential developments and the Nonresidential table for nonresidential developments.
- ☒ **KANE COUNTY TRANSPORTATION IMPACT FEE:** The Kane County Road Improvement Fee Ordinance applies to new residential and non-residential development within Kane County. The impact fee is determined by Kane County upon submittal of an application to Kane County Department of Transportation at the time of building permit. At this stage, the Impact Fee Estimator Tool can be used to estimate the cost of the fee: <http://kdot.countyofkane.org/Pages/Impact-Fees.aspx>
- ☒ **LIST OF PROPERTY OWNERS WITHIN 250 FT:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: http://gistechnology.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html
- ☒ **AERIAL PHOTO:** Aerial photo of the subject property and surrounding property at a scale of not less than 1"=400', preferable at the same scale as the Concept Plan.
- ☒ **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.

Copies: Ten (10) full size copies and PDF electronic file emailed to: cd@stcharlesil.gov

****See next page****

Concept Plans shall show the following information:

1. Existing Features:

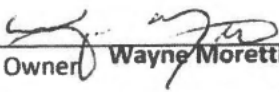
- Name of project, north arrow, scale, date
- Property boundaries with approximate dimensions and acreage
- Existing streets on and adjacent to the subject property
- Natural features including topography, high and low points, wooded areas, wetlands, other vegetative cover, streams, and drainage ways.
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to serve the development.

2. Proposed Features:

- Name of project, north arrow, scale, date
- Property boundaries with approximate dimensions and acreage
- Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
- Architectural elevations showing building design, color and materials (if available)
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to serve the development.

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.

WM ST CHARLES LLC

By 
Record Owner **Wayne Moretti, Manager**

1/23/24
Date

Matt Brolley

Digitally signed by Matt Brolley
DN: C=US, E=Matt.Brolley@PulteGroup.com, O="Pulte
Home Company, LLC", CN=Matt Brolley
Date: 2026.03.07 08:53:16-06'00'

Applicant or Authorized Agent

Date

LAW OFFICES
STORINO, RAMELLO & DURKIN

9501 TECHNOLOGY BOULEVARD, SUITE 4200
ROSEMONT, ILLINOIS 60018

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
MELISSA M. WOLF
ANDREW Y. ACKER
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
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ADAM R. DURKIN
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March 9, 2026

JOSEPH G. KUSPER
BRYAN J. BERRY
ANN M. WILLIAMS
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

Mr. Russell Colby
Director of Community Development
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

Re: Proposed PUD Concept Plan for the Ninth Street Commons Project

Dear Russell:

Please be advised that this firm represents Pulte Homes Company, LLC ("Pulte"), as the contract purchaser of the approximately $\pm$ 28 acre vacant property, generally north of State Street at the terminus at 6th, 7th and 9th Streets, bounded by the abandoned railway right of way to the north.

As City staff is aware, Pulte proposes to acquire and develop the property as a residential PUD, with approximately twelve (12) townhomes and ninety-three (93) detached single family lots. The development provides internal dedicated rights-of-way integrating and connecting with the surrounding City street network, as well as substantial, code-compliant, storm water management facilities to serve the development located along the southern borders of the development to act as a buffer to existing residential areas to the south. The development plan also provides for public connections to the abandoned railway right-of-way to the north, to accommodate any public access to a future trail.

For reference, this PUD concept plan is consistent with the residential re-zoning of this property from its prior abandoned industrial use, pursuant to the 2013 approved PUD for this site, but materially reflects the strong commitment of Pulte to reduce density from the proposed 2013 PUD and carry forward the substantial increase in the mix of single family detached lots, similar to the proposed 2015 concept plan, with a small section of townhomes, proposed to be concentrated in the northeast corner of the property.

STORINO, RAMELLO & DURKIN

Mr. Russell Colby

March 9, 2026

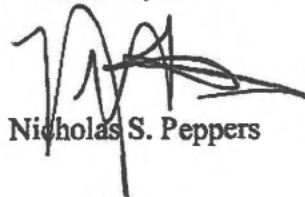
Page Two

Fast forward to 2026 and Pulte, a nationally recognized leader in quality residential development, now proposes to acquire, develop and construct its best-in-class single family detached and townhome residential units. The result of which will be to finally redevelop this abandoned, dormant and unsightly former industrial site, consistent with the City's comprehensive plan, prior re-zoning, keeping in harmony with the residential character of most of the immediate area and providing a high-class residential development and housing stock to the City, overall.

We are pleased to present this concept plan to the City and please provide a schedule to present the PUD concept plan to the appropriate City Commissions, Committees and Council for approval.

Very truly yours,

STORINO, RAMELLO & DURKIN

A handwritten signature in black ink, appearing to read 'Nicholas S. Peppers', with a stylized, flowing script.

Nicholas S. Peppers

NSP/jac

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Wayne Moretti, being first duly sworn on oath depose and say that I am
President
Manager of Lexington Homes Illinois, Inc., who is the Manager of, an Illinois Limited Liability
WM ST CHARLES LLC

Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

<u>Moretti LLC</u>	_____
<u>Ronald J Benach Trust</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WM ST CHARLES, LLC

By: Lexington Homes Illinois, Inc., Manager

By: [Signature]
Wayne Moretti, its President

Subscribed and Sworn before me this 23 day of

January, 20 26.

[Signature]
Notary Public



1/23, 2026

Russell Colby
Director of Community Development
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: Owner's Consent – WM ST CHARLES LLC for approximately 26.9497 acres
located north of 9th Street and State Street in the City of St. Charles, Illinois

Dear Mr. Colby,

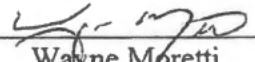
WM ST CHARLES LLC is the owner of a portion of the above referenced property (the "Subject Property"). The Subject Property is currently under contract for purchase by Pulte Home Company, LLC, a Michigan limited liability company ("Purchaser").

Please allow this letter to serve as evidence of WM ST CHARLES LLC's authorization for Purchaser to submit an application for zoning entitlements with respect to the Subject Property (the "Entitlements").

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

WM ST CHARLES LLC
By: Lexington Homes Illinois, Inc.

By: 
Wayne Moretti
Its: President

PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development:

Ninth Street Commons

Date Submitted:

March 6, 2025

Prepared by:

Matt Brolley, Pulte Home Company

Total Dwelling Units: 105

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction:

**If the proposed subdivision contains an existing residential dwelling unit, a credit calculated as a reduction of the estimated population for the dwelling is available. Please request a worksheet from the City.*

Estimated Population Yield:

Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
Detached Single Family			
➤ 3 Bedroom	43 Two Bed + 23 Three Bed	DU x 2.899	= 153.408
➤ 4 Bedroom	27	DU x 3.764	= 101.628
➤ 5 Bedroom	0	DU x 3.770	=
Attached Single Family			
➤ 1 Bedroom	0	DU x 1.193	=
➤ 2 Bedroom	0	DU x 1.990	=
➤ 3 Bedroom	12	DU x 2.392	= 28.714
➤ 4 Bedroom	0	DU x 3.145	=
Apartments			
➤ Efficiency	0	DU x 1.294	=
➤ 1 Bedroom	0	DU x 1.758	=
➤ 2 Bedroom	0	DU x 1.914	=
➤ 3 Bedroom	0	DU x 3.053	=

Totals:

105

Total Dwelling Units

(with deduction, if applicable)

283.74

Estimated Total Population

Park Site Requirements:

Estimated Total Population: 283.74 x .010 Acres per capita = 2.8374 Acres

Cash in lieu of requirements:

Total Site Acres: 2.8374 x \$240,500 (Fair Market Value per Improved Land) = \$ 682,394.7

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development: Ninth Street Commons
 Date Submitted: March 6, 2025
 Prepared by: Matt Brolley, Pulte Home Company

Total Dwelling Units:

A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction:

**If the proposed subdivision contains an existing dwelling unit, a credit is available calculated as a reduction of the estimated population for the dwelling. Please request a worksheet from the City.*

Estimated Student Yield by Grades:

Estimated Student Field by Grades								
Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)			Middle (Grades 6 to 8)		High (Grades 9 to 12)	
Detached Single Family								
➤ 3 Bedroom	43 Two Bed + 23 Three Bed	DU x .369	=	14.335	DU x .173	=	6.043	DU x .184 = 5.092
➤ 4 Bedroom	27	DU x .530	=	14.31	DU x .298	=	8.046	DU x .360 = 9.72
➤ 5 Bedroom		DU x .345	=		DU x .248	=		DU x .300 =
Attached Single Family								
➤ 1 Bedroom		DU x .000	=		DU x .000	=		DU x .000 =
➤ 2 Bedroom		DU x .088	=		DU x .048	=		DU x .038 =
➤ 3 Bedroom	12	DU x .234	=	2.808	DU x .058	=	0.696	DU x .059 = 0.708
➤ 4 Bedroom		DU x .322	=		DU x .154	=		DU x .173 =
Apartments								
➤ Efficiency		DU x .000	=		DU x .000	=		DU x .000 =
➤ 1 Bedroom		DU x .002	=		DU x .001	=		DU x .001 =
➤ 2 Bedroom		DU x .086	=		DU x .042	=		DU x .046 =
➤ 3 Bedroom		DU x .234	=		DU x .123	=		DU x .118 =

Totals: TDU TE TM TH
 (with deduction, if applicable)

School Site Requirements:

Type	# of students	Acres per student	Site Acres
Elementary (TE)	31.453	x .025	= 0.786325
Middle (TM)	14.785	x .0389	= 0.5751365
High (TH)	15.52	x .072	= 1.11744

Total Site Acres:

Cash in lieu of requirements:

(Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$

INCLUSIONARY HOUSING WORKSHEET

Name of Development: Ninth Street Commons

Date Submitted: 3/6/2025

Use this worksheet to determine the affordable unit requirement for the proposed development and to propose how the development will meet the Inclusionary Housing requirements of Title 19.

1) Calculate the number of affordable units required:

Unit Count Range	# of Units Proposed in Development		% of Affordable Units Required		# of Affordable Units Required
1 to 15 Units		X	5%	=	
More than 15 Units	105	X	10%	=	11

2) How will the Inclusionary Housing requirement be met?

- ☐ Provide on-site affordable units
- ☒ Pay a fee in-lieu of providing affordable units (calculate fee in-lieu below)
- ☐ Provide a mixture of affordable units and fee in-lieu
- ☐ # of affordable units to be provided:
 - ☐ Amount of fee in-lieu to be paid (calculate below):

Fee In-Lieu Payment Calculation

Multi-Family Development:

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
		X	\$52,454	=	

Single-Family Attached (Townhouse) / Two-Family Development:

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
2	2	X	\$36,718	=	73,436

Single-Family Development:

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Affordable Unit		Total Fee-In-Lieu Amount
9	9	X	\$20,982	=	188,838

RESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: Ninth Street Commons

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District: RM-2	Ordinance #:	
Minimum Lot Area	4,300 sf/du		2,610 sf/di
Minimum Lot Width	24 ft/du		32 ft/du
Maximum Building Coverage	35%		36%
Maximum Building Height	40'		Less than 40'
Minimum Front Yard	20 ft		20 ft
Interior Side Yard	10 ft		10 ft
Exterior Side Yard	20 ft		20 ft
Minimum Rear Yard	25 ft		21 ft
Landscape Buffer Yards ¹	n/a		n/a
% Overall Landscape Area	n/a		n/a
Building Foundation Landscaping	n/a		n/a
Public Street Frontage Landscaping	n/a		n/a
Parking Lot Landscaping	n/a		n/a
# of Parking Spaces	2		4

¹ Within the RM-3 zoning district, a Landscape Buffer Yard shall be provided along any lot line that abuts or is across a street from property in any RE, RS, or RT District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers.

RESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: Ninth Street Commons

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District: RT-3	Ordinance #:	
Minimum Lot Area	5,000 sf		5,125 sf
Minimum Lot Width	50 ft		41
Maximum Building Coverage	25%		47%
Maximum Building Height	2 Stories		2 Stories
Minimum Front Yard	20 ft		20 ft
Interior Side Yard	6' or 10% Lot Width		5 ft
Exterior Side Yard	15 ft		15 ft
Minimum Rear Yard	30 ft		30 ft
Landscape Buffer Yards ¹	n/a		n/a
% Overall Landscape Area	n/a		n/a
Building Foundation Landscaping	n/a		n/a
Public Street Frontage Landscaping	n/a		n/a
Parking Lot Landscaping	n/a		n/a
# of Parking Spaces	2		4

¹ Within the RM-3 zoning district, a Landscape Buffer Yard shall be provided along any lot line that abuts or is across a street from property in any RE, RS, or RT District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers.

From: Kaylee Rongo <kaylee.mocaby@gmail.com>

Sent: Tuesday, April 21, 2026 4:06 PM

To: CD <cd@stcharlesil.gov>

Subject: Ninth Street Commons - Comments

Hello,

These comments are regarding the residential project named Ninth Street Commons - there is a meeting regarding this subject tonight, 4/21/2026.

I am a resident of the neighborhood who lives on Dean Street.

I want to begin by clarifying that I am not what some people call a "NIMBY." I am not opposed to building new housing. I recognize that it is a necessity.

I am not against this planned residential project but I do have concerns.

My biggest concern is the removal of the forested area to make way for these houses. These forests contain 150-year-old trees that are irreplaceable. I am concerned about the displacement of the wildlife that lives there.

This plan involves cutting down all the forested area for housing, but it doesn't involve tearing down the unsightly abandoned factory and parking lot full of graffiti. That's where this plan lost me. You are going to tear down the forest to build new housing, but have the residents drive right past the dilapidated factories on their way into the nice new neighborhood?

I would be much happier with this project if it shifted onto the land where the abandoned factory and large adjacent parking lot sits. (At the end of 9th street just north of Belgium Town Park.) Seems crazy to me to tear down something good - the forest - when there is vacant dilapidated land right next to it that is begging to be redeveloped.

Another concern of mine is the density of this project. Too many houses crammed into a space with only 3 entry/exit points... I have concerns that traffic on State Street will increase with such a large increase in residency.

I think my neighbors would agree that this project would be more welcome on a smaller scale and if less of the forest was destroyed. I would welcome a new neighborhood going up on the vacant industrial property if destruction of the forest could be minimized.

Lastly, I had always hoped that the former train tracks that sit just north of this planned residential area could be repurposed into a bike path, similar to how sections east and west have been transformed into the "prairie path." I think it makes sense to connect the section that begins across from LeRoy Oaks Forest Preserve (and heads west) and make it go east along the tracks to connect to the Potawatomie footbridge. If Pulte is permitted to move forward with this project, I would like to see them be responsible for funding the construction of a bike path on the former tracks north of the project as a measure of goodwill towards the community. I think this would be a fair compromise with the residents of the existing neighborhood.

I hope my comments are considered at tonight's meeting. Thanks for reading.

Thank you,

Kaylee Rongo

Resident of Dean Street, St. Charles, IL

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 10a
	Title:	Recommendation to Approve a Resolution for the One Year Contract and License Agreement with A.I.D. (Association for Individual Development)	
	Presenter:	Police Chief Dan Likens	
Meeting: Committee of the Whole		Date: May 4, 2026	
Proposed Cost: \$85,000		Budgeted Amount: \$ N/A	Not Budgeted: ☐
TIF District: None			
Executive Summary (if not budgeted, please explain): The Police Department would like to continue to work with A.I.D. (Association for Individual Development) to provide a social worker in the day-to-day operations on a full-time basis. Funding is pending from the Mental Health 708 Board to help fund this recommendation. With a full-time social worker available, this will continue to develop strong relationships within the community and enhance rapport with officers and staff alike to enhance overall operational effectiveness. A.I.D. offers a multitude of programs and support. The program the Police Department partners with A.I.D. in is the Victims Services Program; in addition to having a counselor housed at the Department full-time. A one-year contract is what the Police Department is proposing with the contract dates effective May 1, 2026 through April 30, 2027. A license is also a part of this partnership as the Social worker is provided office space within our police facility. Last year, our in-house social worker had 588 client referrals. The City budgets for this expense through the police department's annual operating budget. This contract also includes the 24/7 on-call services AID offers and the availability of other City departments to use the services for residents in need. This year's agreement with A.I.D. is for \$85,000. The City hopes to receive an allocation from the 708 Mental Health Board for a portion of this amount. Last year, the 708 Mental Health Board funded \$73,714 of the contracted \$80,000.			
Attachments (please list): Resolution; Contract for License; Contract for Services			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a resolution for the contract and license agreement with A.I.D. (Association for Individual Development) for one year.			

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to approve a Social Worker Agreement for FY 2026-2027 with
the Association for Individual Development (A.I.D.)**

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

WHEREAS the annual agreement with A.I.D. for social worker police services within the police department has been updated for the next fiscal year.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane, and DuPage Counties, Illinois, that the Social Worker Agreement between the City of St. Charles and A.I.D. be executed.

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

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

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

Mayor Clint Hull

ATTEST:: _____
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Abstain:

Absent:

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the “Licensor” or “City”), AND THE Association for Individual Development (A.I.D.), an Illinois not-for-profit corporation (the “Licensee”);

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles Police Station located at 1515 West Main Street, St. Charles, Illinois (the “Property”); and,

WHEREAS, THERE IS CERTAIN VACANT OFFICE SPACE LOCATED ON THE Property that the Licensor does not currently utilize, as more specifically described on Exhibit “A” attached hereto and incorporated herein as (“Office Space”), as well as certain office equipment that the City does not currently utilize, as listed on Exhibit “B” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, the Licensee was organized for the purpose of responding to the psychological and emotional needs of those in need. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles’ Police Department.

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereto hereby acknowledge the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, a license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities as contemplated by its Articles of Incorporation.

Section 3. Exclusive Grant. The privilege granted herein is exclusive; provided, however, that Licensor reserves the right at any time to enter upon the Office Space.

Section 4. Liens. Licensee, its officers, agents, contractors, volunteers and/or employees, shall not suffer to permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property, the Office Space, or the Equipment of any portion thereof. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Condition and Upkeep. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of this Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of this Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 6. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the Office Space. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users, by scheduling in advance and pursuant to the City's policy.

Section 7. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 8. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents, volunteers and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or

actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until the Victim's Services Contract between A.I.D. and the City of St. Charles expires or upon mutual agreement of the parties hereto.

Section 14. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensor may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, the Licensor may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the Licensee.

Section 15. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement.

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in,

above, upon or about Property or Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or conditions of the Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensors at:

Association for Individual Development (A.I.D.)
309 New Indian Trail Court
Aurora, IL 60506
Attn: President

B. Licensee at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

Association for Individual Development (A.I.D.)

By: _____

ATTEST:

License Agreement – Association for Individual Development

Exhibit B – Computer/Phone Equipment

The following equipment is assigned to the office and available for use by A.I.D.

Computer: Hewlett Packard PC DVD+-RW Z400
Phone: Cisco CP-7965G

The following is available for use in the common area

Printer/Copier/Fax: Canon Image Runner 17301F (Network Use)