AGENDA CITY OF ST. CHARLES

PLANNING & DEVELOPMENT COMMITTEE

ALD. STEVE WEBER- CHAIR MONDAY, JANUARY 9, 2023 - 7:00 PM CITY COUNCIL CHAMBERS 2 E. MAIN STREET

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. OMNIBUS VOTE

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

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Plan Commission recommendation to approve a PUD Preliminary Plan for the First Street Plaza expansion.
- b. St. Charles Housing Trust Fund Update
- c. Recommendation regarding the St. Charles Housing Trust Fund Allocation to the Kane County Affordable Housing Fund for Anthony Place II.
- d. Recommendation regarding 2023 Inclusionary Housing Fee

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

7. EXECUTIVE SESSION

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

8. ADJOURNMENT

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

A 2723722	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item Number: 4a				
	Title:	Plan Commission recommendation to approve a PUD Preliminary Plan for the First Street Plaza expansion.			
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Russell Colby, Director of Community Development Peter Suhr, Director of Public Works			
Meeting: Planning & Development Committee Date: January 9, 2023					
Proposed Cost: \$			Budgeted Amount: \$		Not Budgeted:
Encounting Common (if not but a delant and in)					

Executive Summary (if not budgeted please explain):

The P&D Committee last received an update regarding the First Street Plaza project in November 2022. Following the update, staff proceeded with the PUD plan approval process, with review and recommendations by Historic Preservation Commission (12/7/22) and Plan Commission (12/20/22). The PUD plan is now being presented to the P&D Committee for a recommendation, prior to City Council consideration.

Historic Commission Review

Historic Commission reviews PUD plans for sites in the Historic District and provides recommendations regarding the impact of a project on historic resources, specifically districts or landmarks affected.

The Commission unanimously recommended approval of the plan, and offered four recommendations to Plan Commission. Discussions and responses are provided in the staff report:

- 1. Ensure consistency with existing downtown street lighting design/styles.
- 2. Ensure consistency with the existing downtown wayfinding/directory signs.
- 3. Provide accommodations for bicycle parking.
- 4. Provide accommodations for delivery vehicles.

Plan Commission Review

Plan Commission unanimously recommended approval of the plan, and did not provide any specific approval conditions. The Commissioners complimented the design overall and discussed the following topics:

- 1. Locations and facilities within the plaza available to host performances of different types and sizes.
- 2. Accommodations for bicycle parking near the plazas.
- 3. Confirming durability of materials, including the bench seating (and protection from skateboarders)
- 4. Adding accent lighting enhancements for the pergola.
- 5. Providing a drop-off point at the Walnut & First Street intersection. *Staff is reviewing modifications to increase the size of a pull-off area at this corner.*
- 6. Future planning for outdoor dining to be adjacent to the restaurants.

Ken Hendricks, of Alter Brewing, spoke during public comment regarding an interest to coordinate planning for the future outdoor dining areas with the plan.

Update for First Street area businesses

In December 2022, the Economic Development staff reached out to First Street businesses between Main St. and Illinois St. to give a status update and inform them of the upcoming public meetings for the plaza extension project. Subsequently, the City staff invited all the 1st street businesses to meet with staff on January 3 to discussion the project and ask any questions. A majority of the discussion pertain outdoor dining and means to mitigate construction. If the plaza moves forward, City staff intends to hold additional meetings with the business owners to keep them informed on the project.

Attachments (please list):

Plan Commission Resolution, Staff Report, Application, Project Donor List, Plans

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve a PUD Preliminary Plan for the First Street Plaza expansion.

Subject to a positive Committee recommendation, the PUD plan approval ordinance will proceed to City Council on Jan 17. The ordinance would only approve the PUD plan, and would not authorize funding or construction of the project. Once the PUD plan is approved, staff would solicit bids to better understand the project cost.

City of St. Charles, Illinois Plan Commission Resolution No. 18-2022

A Resolution Recommending Approval of a PUD Preliminary Plan for First Street Plaza Expansion (City of St. Charles)

Passed by Plan Commission on December 20, 2022

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review PUD Preliminary Plans; and

WHEREAS, the Plan Commission has reviewed the PUD Preliminary Plan for First Street Plaza Expansion (City of St. Charles); and

WHEREAS, the Plan Commission finds said PUD Preliminary Plan to be in conformance with the applicable PUD and Zoning Ordinance requirements, subject to resolution of any outstanding staff review comments.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a PUD Preliminary Plan for First Street Plaza Expansion (City of St. Charles), contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Funke, Ewoldt, Rosenberg, Studebaker, Moad

Nays:

Recused: Vargulich

Absent: Hibel, Wiese, Gruber

Motion carried: 5-0

PASSED, this 20th day of December 2022.

C	hairman
St. Charles Plan Con	mission



Staff Report Plan Commission Meeting – December 20, 2022

Applicant:	City of St. Charles	1 st Street Plaza Expansion			
Property Owner:	City of St. Charles	Plaza			
Location:	1 W. Main St. SE corner of W. Main & S.	Expansion			
	1 st Streets				
Purpose:	Expansion of public plaza				
	& streetscape				
A P P	improvements				
Application:	PUD Preliminary Plan				
Public Hearing:	Not required				
Zoning:	CBD-1 Central Business				
	District / PUD	Street			
	(First Street	Closure			
	Redevelopment PUD)				
Current Land Use:	Vacant				
Comprehensive Plan:	Mixed Use				
Summary of	The City of St. Charles has su	ubmitted a PUD Preliminary Plan application for the First			
Proposal:	Street Plaza expansion project, located within the First Street Redevelopment PUD.				
	•	nents to S. 1st St. to create a pedestrian way with			
	permanent closure of the street to vehicular traffic, from Main St. to Walnut St.				
	The design has been developed by a team led by Serena Sturm architects, in				
		narles Initiative, an independent advisory committee of			
	community leaders formed to solicit contributions and donations for public-private				
	projects in the City.				
	An initial Phase 1 of site improvement was completed to replace a section of river				
	wall and fill in the old Manor building foundation area. S. 1st St. through the project				
	be utilized for outdoor dining	traffic since Spring 2021 as the street has continued to g and other activities.			
Info / Procedure	PUD Preliminary Plan:	6 4			
on Application:		elopment of property within a PUD to ensure			
	compliance with the PUD ordinance and applicable provisions of the Zoning				
	Ordinance. Includes site, landscape, and engineering plans.				
	Recommendation is based on compliance with the approved PUD standards and				
	other city code requirements (including Zoning and Subdivision codes).				

Suggested Action:	The Plan Commission may vote on the item should the Commission feel that they have enough information to make a recommendation.		
	Staff recommends that any recommendation include a condition requiring resolution of all staff comments prior to City Council action.		
Staff Contact:	Russell Colby, Community Development Director		

I. PROPERTY INFORMATION

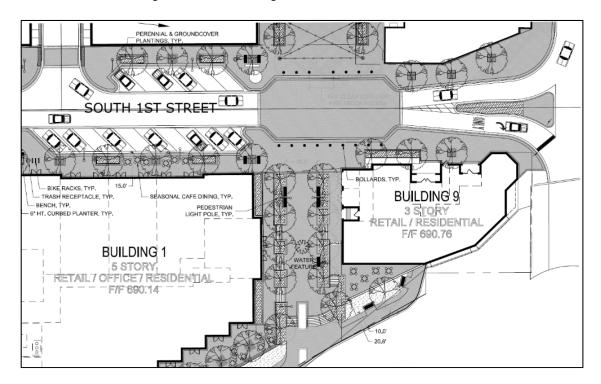
A. History / Context

The subject property is located at the southeast corner of W. Main and S. 1st Streets. The property is part of the First Street Redevelopment PUD, initially approved by the City in 2006 under Ordinance No. 2006-Z-29. The PUD and project plans were amended several times over the past 16 years as the project was constructed over a number of phases.

Development on the west side of First Street, including the western public plaza, was constructed in 2008-2010. Development on the east side of First Street, including the riverwalk and eastern plaza area, was constructed in 2015-2019.

The subject property was originally planned as the location of First Street Building #9, known as 1 W. Main St. The building footprint would have included the grass area (former Manor building location) plus the north half of what is currently the eastern plaza. When the City constructed the eastern plaza in 2019, plans for the Building #9 site were undetermined, so the plaza was constructed with a simple design and unfinished temporary edge, to allow for changes and design of the space in the future.

2006 Site Plan showing Plazas and Building #9:



Concept for Expanded Plaza

The City acquired ownership of the former Manor property in 2020 with the intention of utilizing the site as an expanded public plaza.

The City had separately formed a public-private fundraising group, known as the St. Charles Initiative, formed as a new approach to help fund capital projects and improvements in the community through donations and endowments. The St. Charles Initiative chose to focus on the First Street plaza as their first major fund-raising project. The Initiative sought design assistance from architect Marty Serena, who is now assisting the City with completing plans for the project.

A community survey was conducted to solicit input on the concept designs for the plaza, and results were presented to City Council in 2021. The survey showed strong support for the design concept of the expanded plaza and street closure. Additional information regarding the survey results is posted on the project page:

https://www.stcharlesil.gov/projects/1st-street-plaza-expansion

Outdoor Dining and Street Closure

Starting during the pandemic in Spring/Summer 2020, the City Council authorized temporarily expanding outdoor dining within the First Street public plaza spaces. The portion of First Street through the plaza area (Walnut to Main St.) was closed to vehicle traffic to allow for additional seating and pedestrian pathways during the outdoor dining season. The expanded outdoor dining program was very successful, and continued during 2021 and 2022.

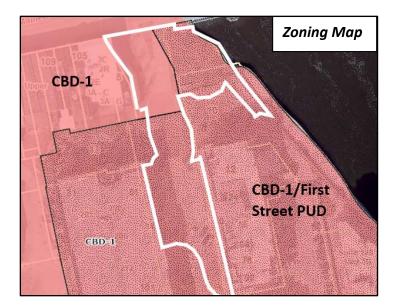
First Street has remained closed to vehicle traffic since Spring 2021 and the City Council has expressed support for formally closing the street in favor of enhancing the public plazas and providing a pedestrian focused environment. Businesses on First Street have generally been in support of the street closure and see benefit to the activity generated by the expanded pedestrian use. The area has also attracted new businesses during the street closure, which suggests that the limitation on vehicle access is not negatively impacting the area as a business location.

With respect to future outdoor dining on the plaza, City Council has expressed interest in creating a more cohesive layout in order to open up what had been the main public plaza spaces. The plaza expansion project will allow for outdoor dining to be relocated out of the central plaza areas, shifting some seating to locations along First Street.

B. Zoning

The subject property is zoned CBD-1 Central Business District and PUD. The same underlying zoning designation exists surrounding the property.

	Zoning	Land Use		
Subject Property	CBD-1 / First Street PUD	Vacant		
North	CBD-1 / Hotel Baker PUD	Hotel Baker		
East	CBD-1	Mixed Use (east of river)		
South	CBD-1 / First Street PUD	Public Plaza		
West	CBD-1	Mixed Use		



C. Comprehensive Plan

The plaza parcel is designated Mixed Use in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. The downtown core has the same designation.



The Mixed Use land use category is described as follows:

The Land Use Plan designates Downtown St. Charles as Mixed Use, characterized by land uses and development patterns that provide a vibrant, safe, attractive, and "walkable" pedestrian environment...

Mixed Use areas should have strong pedestrian orientation and seek to create a more interesting and engaging pedestrian experience, accommodating pedestrian generating uses on the ground floor, and other uses above. Retail, entertainment and dining uses are ideally suited for the ground floor with residential and/or office uses located on the upper floors. The primary objective is to provide an appropriate and compact mix of uses

to foster an active and interesting district. Parking in the mixed use areas should be provided on-street, or in subtly located parking garages or parking lots.

Built form is a critical consideration within Mixed Use areas. Within mixed use areas, buildings should be located at, or near, the front property lines fronting the street to create a "street wall" – a continuous row of buildings and storefronts that encourages walkability and helps to establish a safe and attractive pedestrian environment.

The subject property is also located within the Downtown Subarea:

Downtown Subarea Goals:

- Full utilization of the Fox River as a recreational and environmental asset
- Preservation and enhancement of the Downtown's historic architectural character
- Accessibility for all modes of transportation, including vehicles and pedestrians
- Enhanced cultural activities that serve as both local and regional attractions

Downtown Subarea Objectives:

- Encourage development practices that minimize environmental impacts on the Fox River and consider its presence and benefits.
- Provide continuous open space and bike/pedestrian access along the Fox River corridor as envisioned in the 2002 River Corridor Master Plan.
- Provide a high level of physical and visual access to the Fox River from all portions of Downtown.
- Recognize Downtown's important architectural resources, and establish programs to preserve and enhance them.
- Require new development to meet high standards of site and building design that are compatible with the historic character.
- Enhance the public realm through streetscaping and gateways.
- Move people using all modes of transportation safely and efficiently throughout Downtown.
- Mitigate the impacts of truck traffic on Main Street.
- Maintain and strengthen a comprehensive pedestrian network.
- Better manage parking capacity and access throughout Downtown, especially as new development comes on-line.
- Strategically coordinate civic and cultural events to attract residents and visitors to various portions of Downtown and different times of the year.
- Enhance mobility between Downtown and surrounding neighborhoods, communities, and other assets, such as other commercial centers, major bikeways and trails for all modes of travel.

II. PLANNING ANALYSIS

A. Proposed Use

Proposed use of the subject property that is not part of the street right-of-way is as a Public Plaza. Public Plaza is a permitted use in the CBD-1 District and in the First Street Redevelopment PUD.

B. Proposed Plans

The expanded plaza features the following:

Access points from 1st St. and Main St.

- Paver surface surrounded by greenspace on three sides.
- 12' steel trellis topped with solar panels surrounding the plaza on three sides.
- Brick knee-wall benches positioned around the plaza.
- Variety of trees and plantings within landscape beds.

Improvements to the First Street ROW:

- Removal of existing street improvements and sidewalk pavers within the project area.
- Paver surface with concrete ribbon of variable width to create a pedestrian way.
- Overhead string lights from Walnut St. to the plazas.
- Knee-wall benches and landscape areas incorporated along the pedestrian way.
- Variety of trees and plantings within landscape beds.
- Three kiosks north end at Main St., south end near Walnut St. and at the East Plaza entrance.
 - o 11'4" stone pier topped with LED lantern and outrigger with globe-shaped lights.
 - The north and south end kiosks incorporate metal sign panels on three sides and a video panel on one side.

III. HISTORIC PRESERVATION COMMISSION REVIEW

The subject property is located within the Central Historic District. The Historic Preservation Commission is required to review and make recommendations on PUD Preliminary Plans for historic district properties that are within a PUD, specifically regarding the impact of the plan on the Historic District. The Commission reviewed the PUD Preliminary Plan on 12/7/22 and voted unanimously to recommend approval. Commissioners provided four comments. Comment responses/clarifications are provided.

- 1. Consistency with existing downtown street lighting design/styles.

 Response: The existing pedestrian lighting poles that match the downtown style, including those along First Street, the riverwalk and around the plazas, will mostly remain. An additional string lighting system is proposed over First Street. These string lights are to be mounted on plain support poles.
- 2. Consistency with the existing downtown wayfinding/directory signs.

 Response: The project design includes a new type of kiosk designed as both project entry monuments and electronic informational displays. The kiosks are designed to match the materials of the plaza improvements.
- 3. Accommodations for bicycle parking.

 Response: Bicycle parking is not incorporated into the plaza design, but opportunities exist for this to be added at entry points within or adjacent to the plaza.
- 4. Accommodations for delivery vehicles.

Response: Currently, most deliveries for the businesses occur nearby within streets or parking lots. This is a common inconvenience in the downtown environment, and during the time period of the street closure, this has not caused a significant inconvenience or other traffic circulation issues. Allowing business access onto the closed street would require a system for controlling and regulating access.

IV. DEPARTMENTAL REVIEWS

A. Engineering Review

Technical review comments have been provided to the project team. One recommendation that could impact the site plan is that a larger turning area be provided at the intersection of Walnut and S. 1st Street due to the anticipated volume of traffic and expected use as a drop-off/loading zone. A small pull-off area is recommended.

B. Fire Dept. Review

The pedestrian way will be accessible by emergency vehicles. A mountable curb will be required at the north entrance off Main St. to allow for fire apparatus access.

V. OPTIONS FOR PLAN COMMISSION ACTION

Review the PUD Preliminary Plan and make a recommendation to Planning & Development Committee. There are no Findings of Fact for PUD Preliminary Plan applications. The Plan Commission's recommendation may include suggested comments or conditions.

VI. ATTACHMENTS

- Application for PUD Preliminary Plan; received 5/10/21
- Plans

CITY OF ST. CHARLES

TWO EAST MAIN STREET ST. CHARLES, ILLINOIS 60174-1984



COMMUNITY DEVELOPMENT DIVISION

PHONE: (630) 377-4443 EMAIL: cd@stcharlesil.gov

PUD PRELIMINARY PLAN APPLICATION

Received Date

RECEIVED

MAY 1 0 2021

City of St. Charles Community Development

To request approval of a PUD Preliminary Plan, complete this application and submit it with all required plans and attachments to the Planning Division. Normally this application will track with an application for Special Use for a PUD, unless a Special Use for a PUD has previously been granted and no amendment is necessary.

When the application is complete staff will distribute the plans to other City departments for review. When the staff has determined that the plans are ready for Plan Commission review, we will place the PUD Preliminary Plan on a Plan Commission meeting agenda.

The information you provide must be complete and accurate. If you have a question please call the Planning Division and we will be happy to assist you.

1. Property Information: Location: 1 W. Main St. SE corner of W. Main St. and S. 1st St.			
Parcel Number (s): 09-27-378-006			
Proposed PUD Name:			
Name City of St. Charles	Phone 630-377-4405		
2 E. Main St. St. Charles, IL 60174	Fax Email psuhr@stcharlesil.gov		
Name City of St. Charles	Phone 630-377-4443		
Address 2 E. Main St. St. Charles, IL 60174	Fax Email cd@stcharlesil.gov		
	Parcel Number (s): 09-27-378-006 Proposed PUD Name: First Street Redevelopment PUD - East Plaza Ex Name City of St. Charles Address 2 E. Main St. St. Charles, IL 60174 Name City of St. Charles Address		

Please check the type of application:

	New proposed PUD- Planned Unit Development (Special Use Application filed concurrently)					
\boxtimes	Existing PUD-Planned Unit Development					
	PUD Amendment Required for proposed plan (Special Use Application filed concurrently					
Subdiv	Proposed lot has already been platted and a new subdivision is not required. New subdivision of property required: Final Plat of Subdivision Application filed concurrently Final Plat of Subdivision Application to be filed later					

Attachment Checklist:

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

Note: The City Staff, Plan Commission, or City Council, may request other pertinent information during the review process.

- □ APPLICATION FEE: Application fee in accordance with Appendix B of the Zoning Ordinance. (\$500)
- **□** REIMBURSEMENT OF FEES AGREEMENT:

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

□ REIMBURSEMENT OF FEES INITIAL DEPOSIT:

Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the site:

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$1,000	\$2,000	\$3,000	\$4,000
2 or 3	\$2,000	\$4,000	\$5,000	\$7,000
4 or more	\$3,000	\$5,000	\$7,000	\$10,000

□ PROOF OF OWNERSHIP and DISCLOSURE:

- a) a current title policy report; or
- b) a deed and a current title search.

If the owner is not the applicant, an original letter of authorization from the owner permitting the applicant to act on his/her behalf is required. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).

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.

□ LEGAL DESCRIPTION: For entire subject property, on 8 ½ x 11 inch paper

□ PLAT OF SURVEY:

A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

□ SOIL AND WATER CONSERVATION DISTRICT APPLICATION:

Copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-Dupage Soil and Water Conservation District. http://www.kanedupageswcd.org/

<u>Submit the application form and fee directly to the Kane-DuPage Soil and Water Conservation District</u>. Provide a copy with this application.

ENDANGERED SPECIES REPORT:

Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources. http://dnr.illinois.gov/EcoPublic/

Fill out the online form, print the report and submit with this application.

□ PLANS:

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

Copies of Plans:

Initial Submittal - Ten (10) full size copies for non-residential projects OR Twelve (12) full size copies for residential projects; Three (3) 11" by 17"; and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

□ SITE/ENGINEERING PLAN:

PRELIMINARY ENGINNERING PLANS - DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the Preliminary Engineering Plans:

- 1. Accurate boundary lines with dimensions
- 2. Existing and proposed easements: location, width, purpose
- 3. Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts
- 4. Location, size, shape, height, and use of existing and proposed structures
- 5. Location and description of streets, sidewalks, and fences
- 6. Surrounding land uses
- 7. Legal and common description
- 8. Date, north point, and scale
- 9. Existing and proposed topography
- 10. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners with

the proposal indicated

- 11. Location of utilities
- 12. Building/use setback lines
- 13. Location of any significant natural features
- 14. Location of any 100-year recurrence interval floodplain and floodway boundaries
- 15. Location and classification of wetland areas as delineated in the National Wetlands Inventory
- 16. Existing zoning classification of property
- 17. Existing and proposed land use
- 18. Area of property in square feet and acres
- 19. Proposed off-street parking and loading areas
- 20. Number of parking spaces provided, and number required by ordinance
- 21. Angle of parking spaces
- 22. Parking space dimensions and aisle widths
- 23. Driveway radii at the street curb line
- 24. Width of driveways at sidewalk and street curb line
- 25. Provision of handicapped parking spaces
- 26. Dimensions of handicapped parking spaces
- 27. Depressed ramps available to handicapped parking spaces
- 28. Location, dimensions and elevations of freestanding signs
- 29. Location and elevations of trash enclosures
- 30. Provision for required screening, if applicable
- 31. Provision for required public sidewalks
- 32. Certification of site plan by a registered land surveyor or professional engineer
- 33. Geometric plan showing all necessary geometric data required for accurate layout of the site
- 34. Grading plans showing paving design, all storm sewers, and detention/retention facilities including detention/retention calculations) and erosion control measures
- 35. Utility plans showing all storm sewers, sanitary sewers, watermains, and appropriate appurtenant structures
- 36. Exterior lighting plans showing:
 - Location, height, intensity and fixture type of all proposed exterior lighting
 - Photometric information pertaining to locations of proposed lighting fixtures
- 37. Typical construction details and specifications
- 38. Certification of site engineering plans by a registered professional engineer
- 39. Proof of application for Stormwater Management Permit

□ SKETCH PLAN FOR LATER PHASES OF PUD:

For phased PUD's, where a sketch plan is permitted, it shall include, at minimum, the following:

- General location of arterial and collector streets
- Location of any required landscape buffers
- Location of proposed access to the site from public streets
- Maximum number of square feet of floor area for nonresidential development
- Maximum number of dwelling units for residential development
- Open space and storm water management land

□ ARCHITECTURAL PLANS:

Architectural plans and data for all principal buildings shall be submitted in sufficient detail to permit an understanding of the exterior appearance and architectural style of the proposed buildings, the number, size and type of dwelling units, the proposed uses of nonresidential and mixed use buildings, total floor area and total building coverage of each building.

□ TREE PRESERVATION PLAN:

Tree Preservation Plan when required in accordance with Chapter 8.30 of the St. Charles Municipal Code. The information required for this plan may be included as part of the Landscape Plan set. See attachment, "Tree Preservation Requirements for Preliminary Plans".

□ LANDSCAPE PLAN:

Landscape Plan showing the following information:

- 1. Delineation of the buildings, structures, and paved surfaces situated on the site and/or contemplated to be built thereon
- 2. Delineation of all areas to be graded and limits of land disturbance, including proposed contours as shown on the Site/Engineering Plan.
- 3. Accurate property boundary lines
- 4. Accurate location of proposed structures and other improvements, including paved areas, berms, lights, retention and detention areas, and landscaping
- 5. Site area proposed to be landscaped in square feet and as a percentage of the total site area
- 6. Percent of landscaped area provided as per code requirement
- 7. Dimensions of landscape islands
- 8. Setbacks of proposed impervious surfaces from property lines, street rights-of-way, and private drives
- 9. Location and identification of all planting beds and plant materials
- 10. Planting list including species of all plants, installation size (caliper, height, or spread as appropriate) and quantity of plants by species
- 11. Landscaping of ground signs and screening of dumpsters and other equipment

□ STORMWATER MANAGEMENT:

Written information (reports, calculations, etc.) as described in the Stormwater Management Requirements for Preliminary Plans (attached)

□ SUBDIVISION PLAT DRAWING REQUIREMENTS/CHECKLIST:

If the PUD Preliminary Plan involves the subdivision of land, a completed Subdivision Plat Drawing Requirements Checklist must be submitted.

PUBLIC BENEFITS, DEPARTURES FROM CODE:

A description of how the PUD meets the purposes and requirements set out in Section 17.04.400 of the Zoning Ordinance. Any requests for departures from the requirements of Title 16, "Subdivisions and Land Improvement," and Title 17, "Zoning," shall be listed and reasons for requesting each departure shall be given.

SCHEDULE: Construction schedule indicating:

- a. Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the plat and through supporting material.
- b. Approximate dates for beginning and completion of each phase.
- c. If different land use types are to be included within the PUD, the schedule must include the mix of uses to be built in each phase.

PARK AND SCHOOL LAND/CASH WORKSHEETS

For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

INCLUSIONARY HOUSING SUMMARY

For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

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.

Applicant or Authorized Agent

05/10/2021 Date 05/10/2021

St Charles Initiative Contributors

as of January 6, 2023

Abinion, Emir C.

Anonymous

Anonymous

Anonymous

Bank of America Charitable Gift Fund

Carney, Michael T.

Cook, Robert

Corcoran Commercial Real Estate

Corcoran, Ryan and Sara Delta Dental of Illinois

DiCiaula, Jim

Discount Tire and Service Inc.

Duerr, Joy

Exchange Club of the Tri-Cities

Farley, William G.

Flood, William K. Sr. and William K Jr. Fox Valley Volkswagen Buick GMC

Frontier Development LLC

Gibson, Stephen GingerRootHairSalon

Gonzalez-Mendez, J.C and Deborah

GSI Family Office Haneberg, Glenn

Hoscheit, Donald and Geraldine

Hoscheit, John

Hoscheit, John and Teri

Hunt, David L.

Joe and Rowena Salas Foundation

Judy Marzuki Endowment Fund for Nature & the Environment

Kathleen Brens Living Trust

Keller, James Dennis Kelly Orthodontics Koenen, Larry J.

Lemke, Arthur and Andrew

Maples, John

Marshall, Michael Thomas

Marth, Ed

Mason, Faith & Hoscheit DDS

Mason, John and Mrs.
McGuire, Heather M
McNally Realty Group, LLC
Mercedes-Benz of St. Charles
Miscellaneous Contribution
Morgan, Craig S. and Darlene

Murray Commercial

Northern Illinois Endodontics, Ltd.

Pacelli, Gregory Pasavre Inc. Pietryla, David A. Rabchuk, John

Rogina, Raymond P. and Cullen, Diane L.

Russe, Tom

Semersky Enterprises, Inc. / Audi Exchange St. Charles

Serena, Marty Sterling Bank

Storino, Ramello and Durkin

The Clarke Group, Inc.
UBS Donor-Advised Fund

Vanko, Martha E. Vitek, Lora A.

Waddell, Joshua Keith Wickman Properties Yanni Management, Inc.

"A unique gathering place that celebrates the natural beauty and heritage of St. Charles"



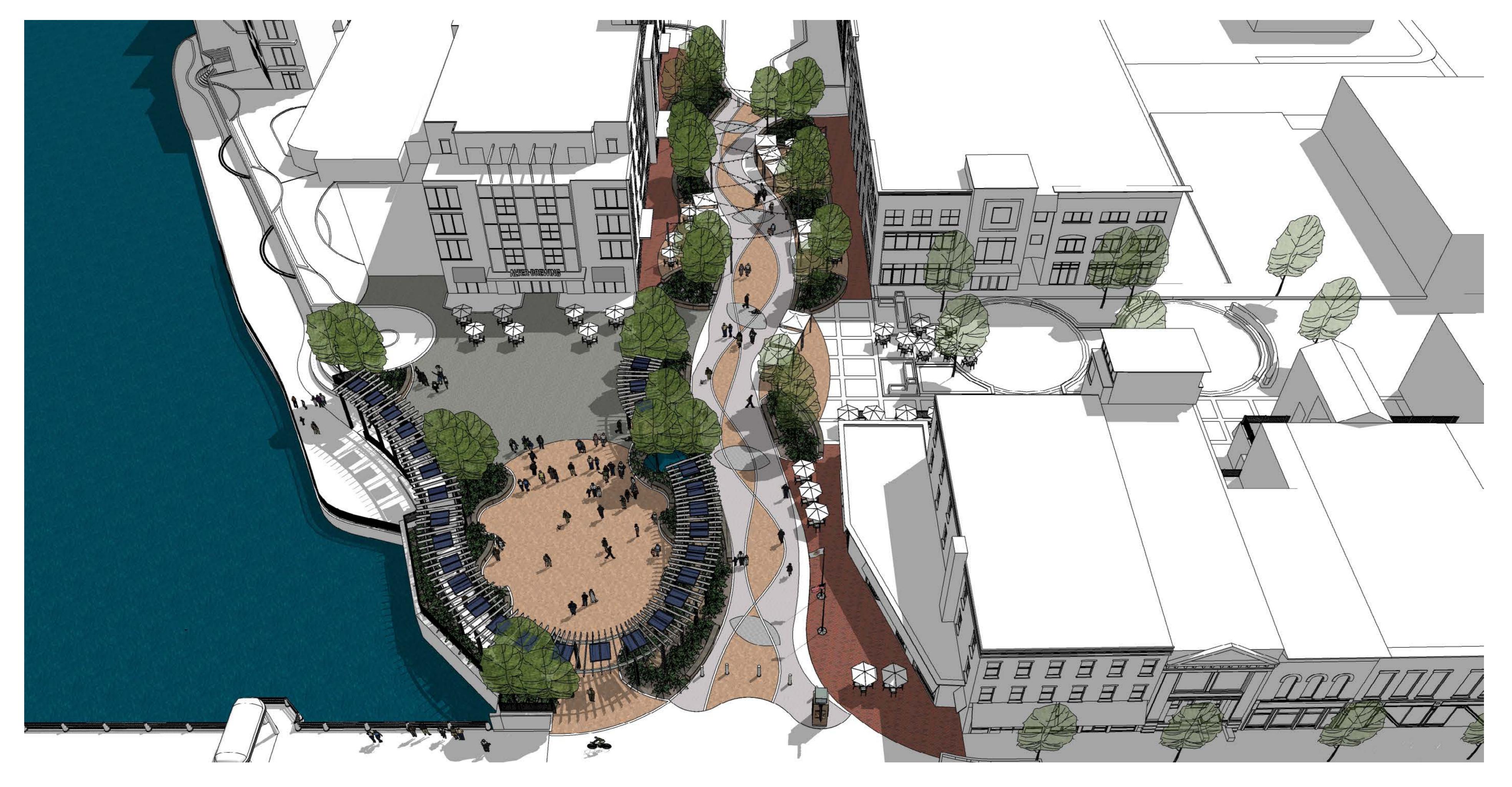




First Street Plaza emphasizes cultural continuity, urban regeneration, environmental responsibility and community engagement.



DECEMBER 7, 2022



FIRST STREET PLAZA

First Street Plaza Improvements - Complete Project







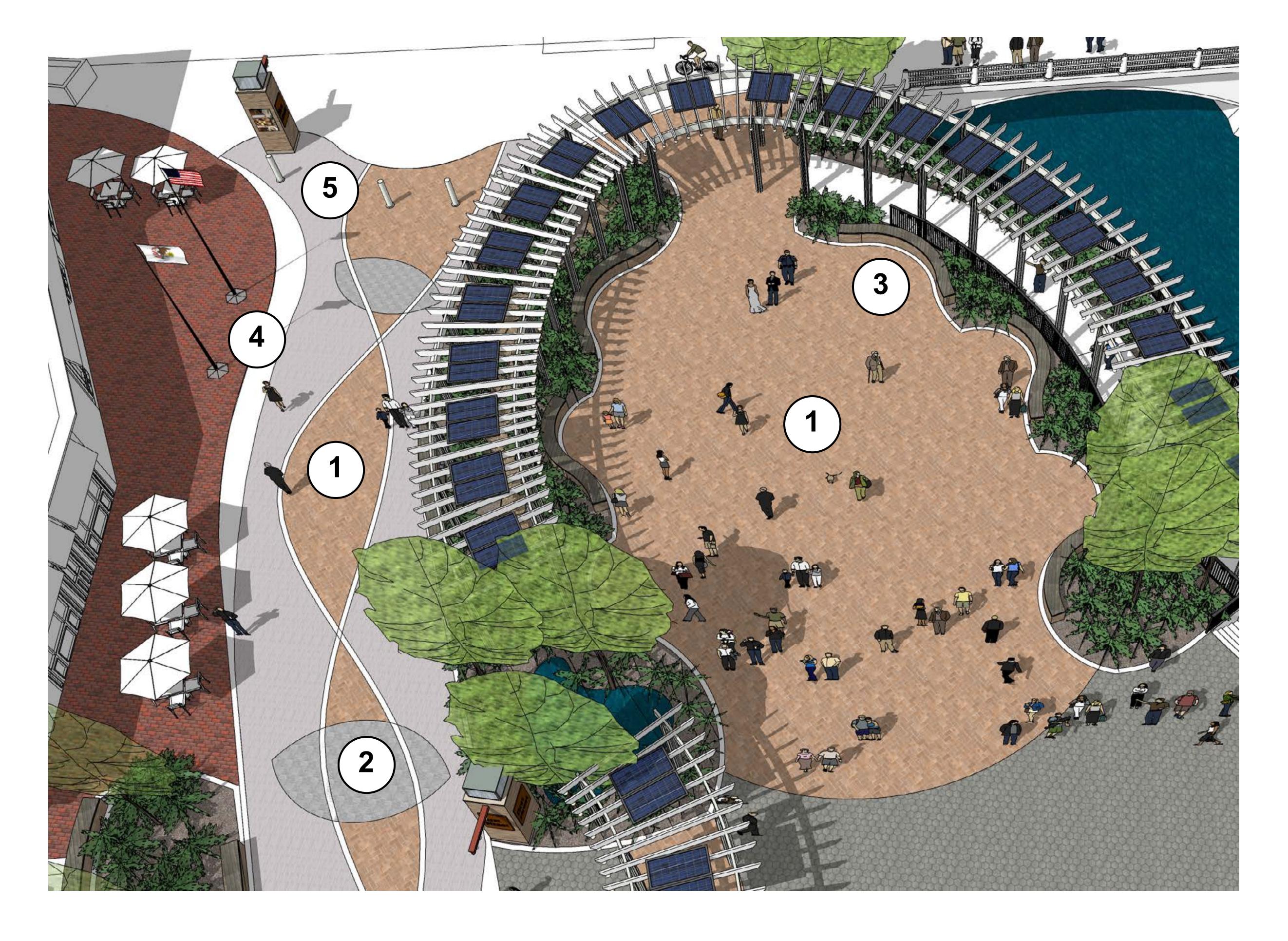


FIRST STREET PLAZA





DECEMBER **7**, **2022**



1 Mid-Range Brick Areas

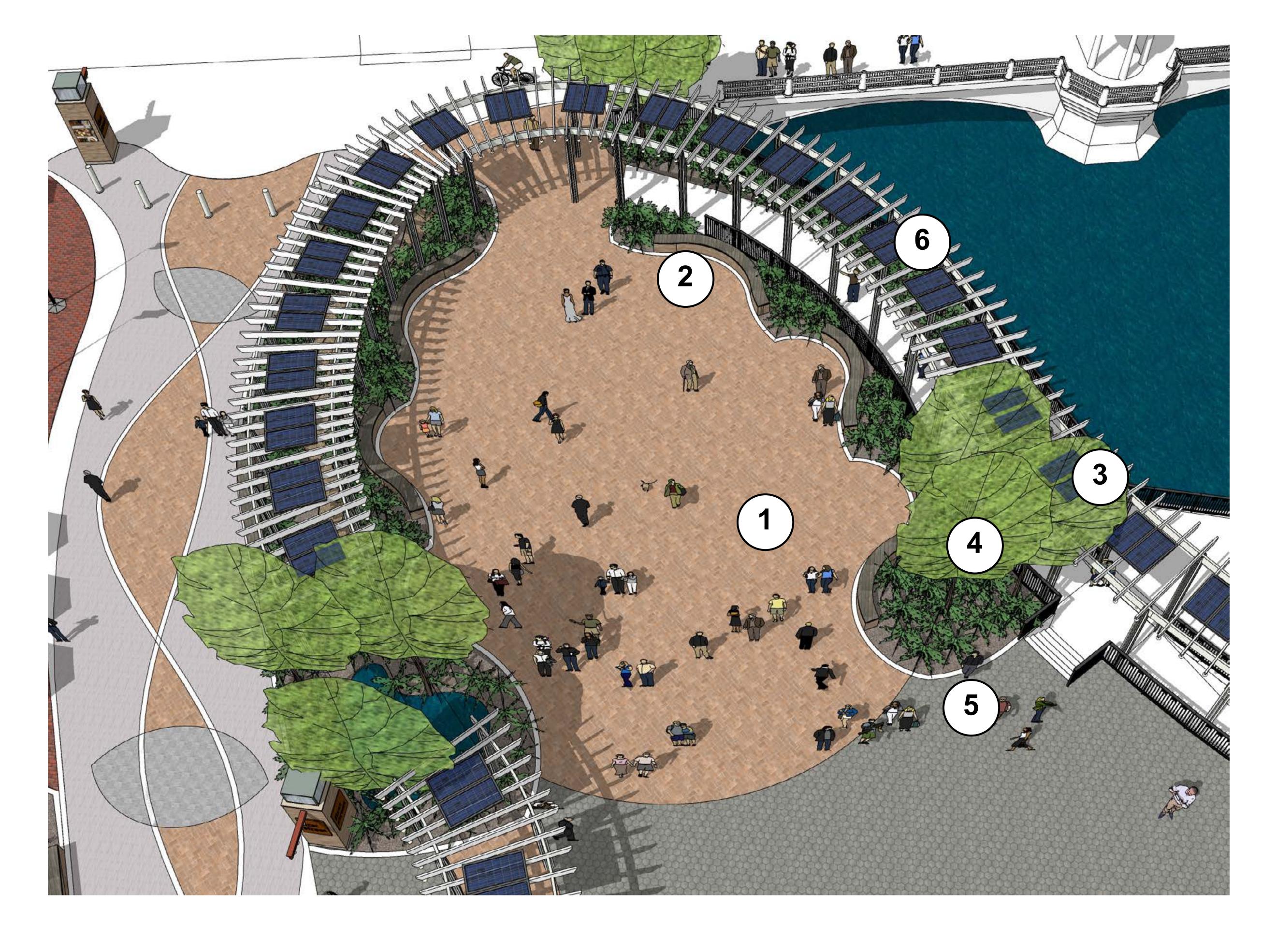
2 Leaf Brick Areas

3 Stone Bench Areas

4 Flag Poles

5 Information Displays





2020.15.00

1 Mid-Range Brick Areas

2 Stone Bench Areas

3 Shade Trees

4 Ornamental Trees

5 Planters

6 Arbor





























2020.15.00

1 Planter Areas

2 Shade Trees

3 Ornamental Trees

4 Information Displays





FIRST STREET PLAZA

First Street Plaza Improvements - Complete Project







First Street Plaza Improvements - Complete Project

SERENA STURME



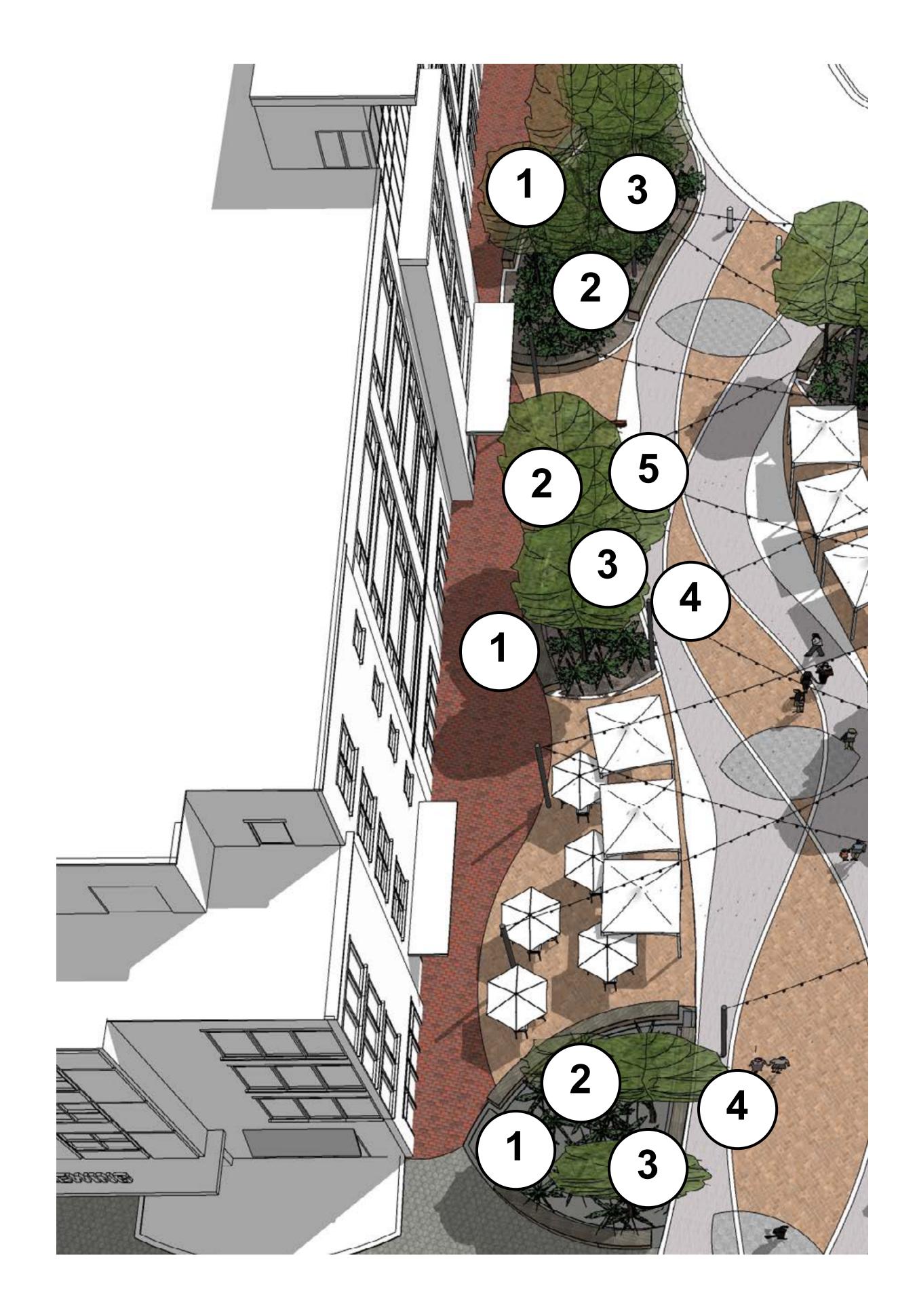












2020.15.00

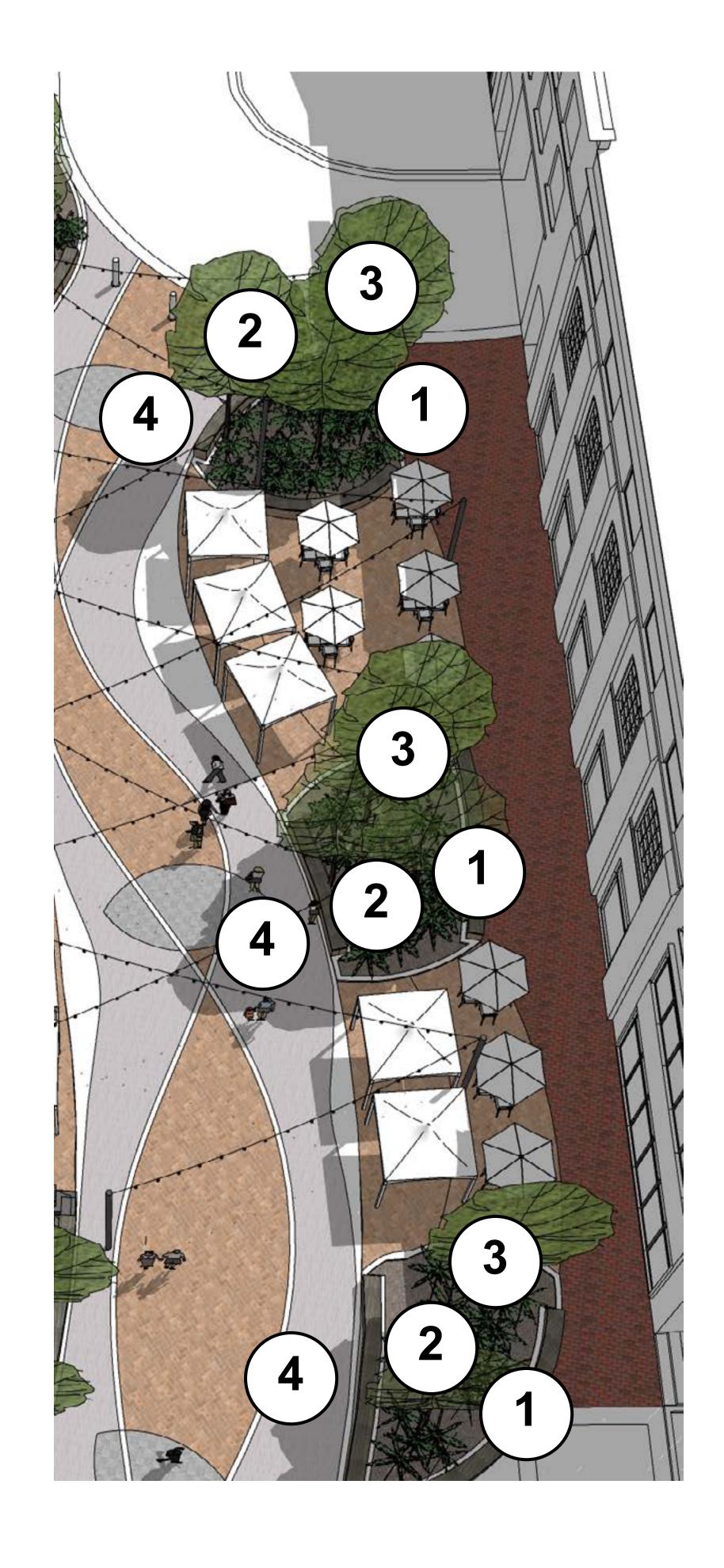
- 1 Planter Areas
- 2 Shade Trees

3 Ornamental Trees

4 Stone Bench Areas

5 Information Displays





- 1 Planter Areas
- 2 Shade Trees

3 Ornamental Trees

4 Stone Bench Areas



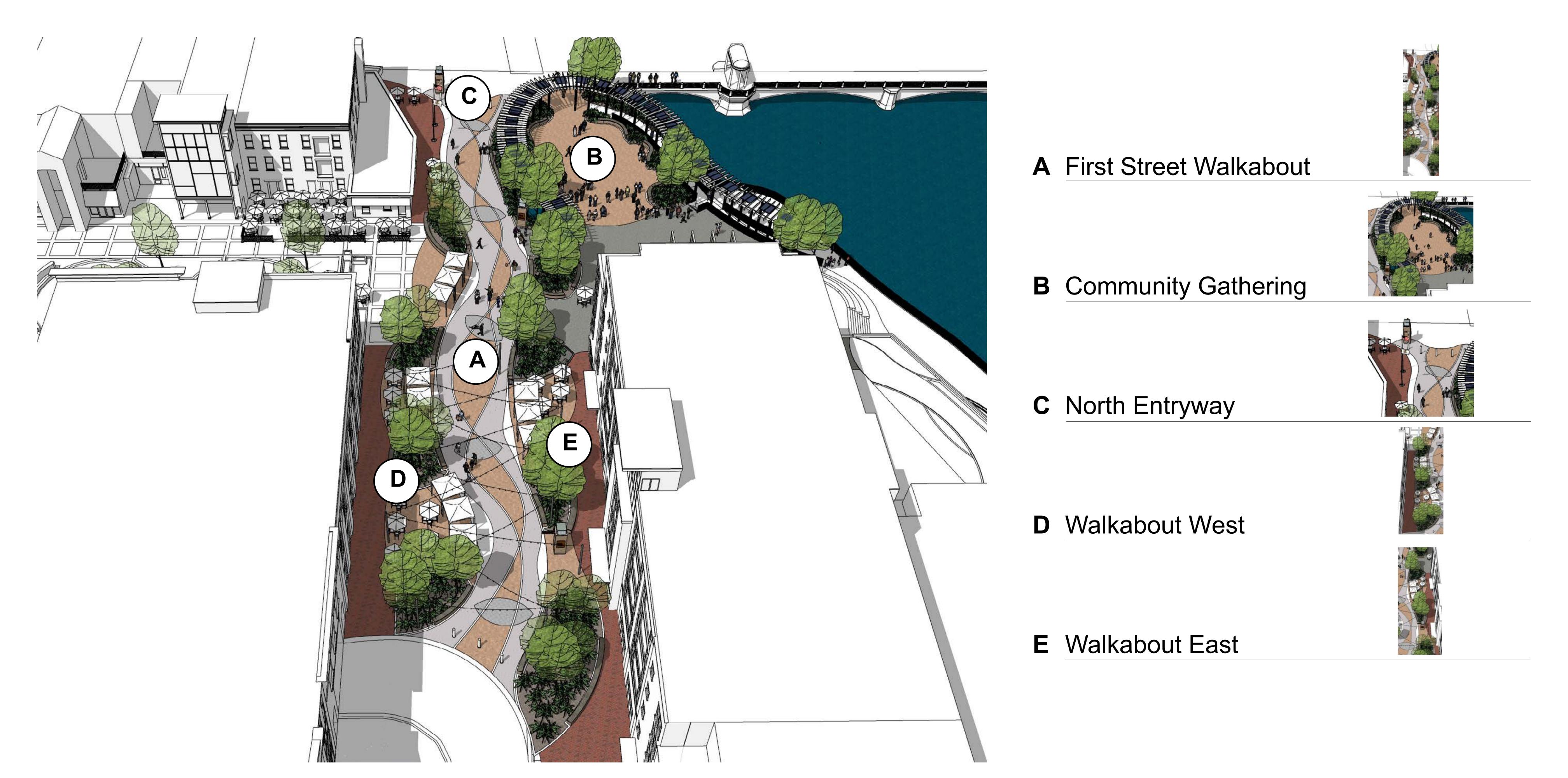
December 7, 2022





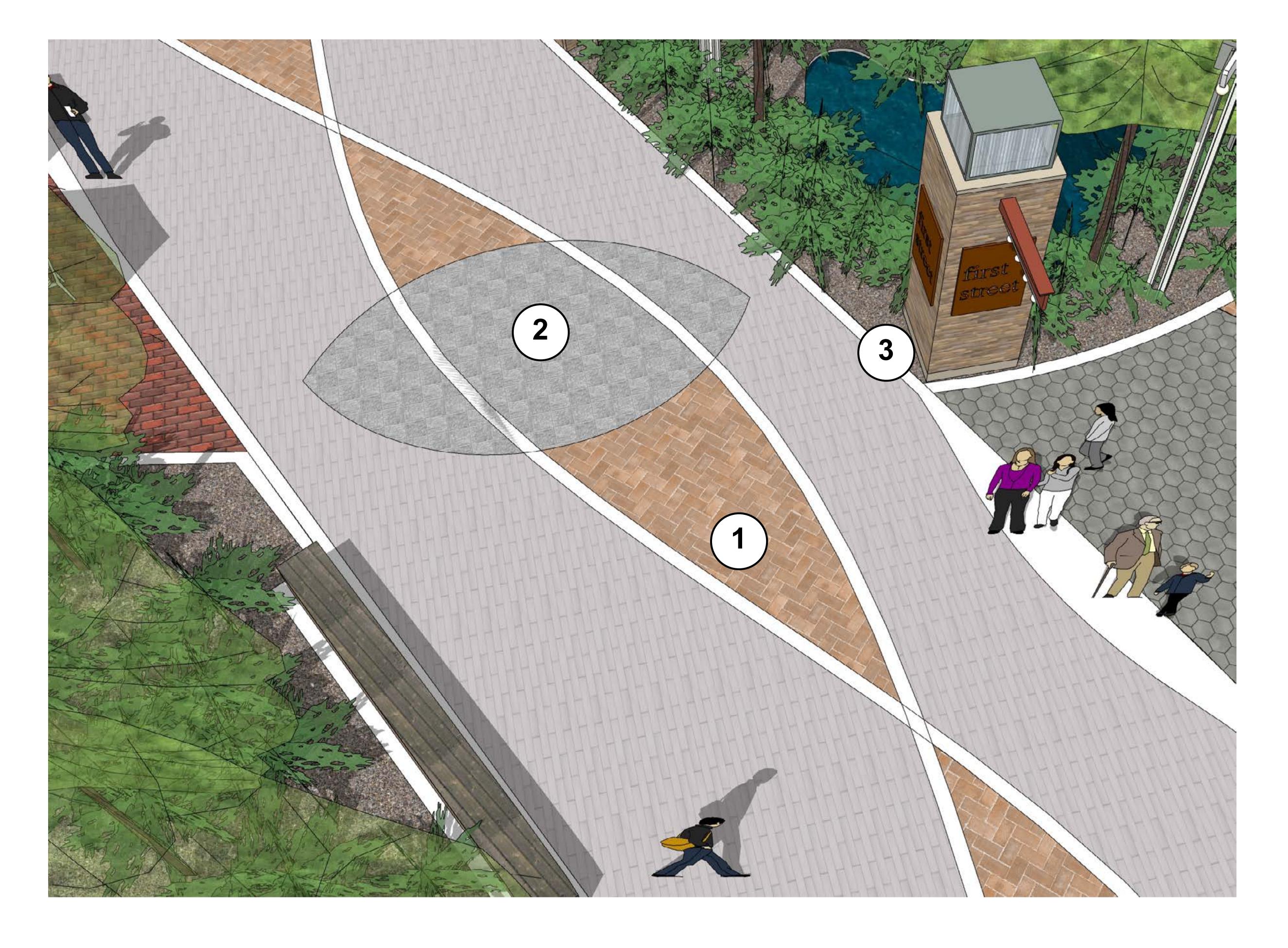












2020.15.00

1 Mid-Range Brick Areas

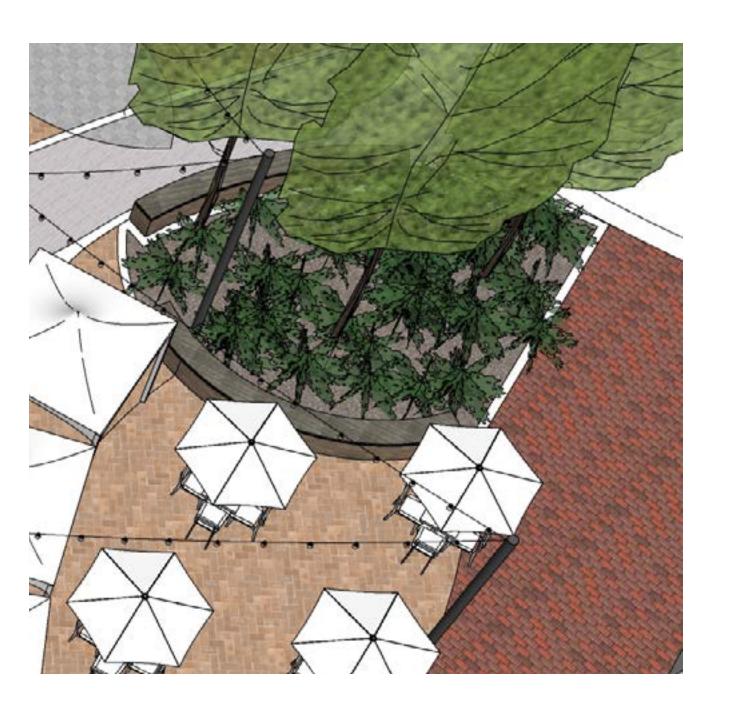
2 Leaf Brick Areas

3 Information Displays





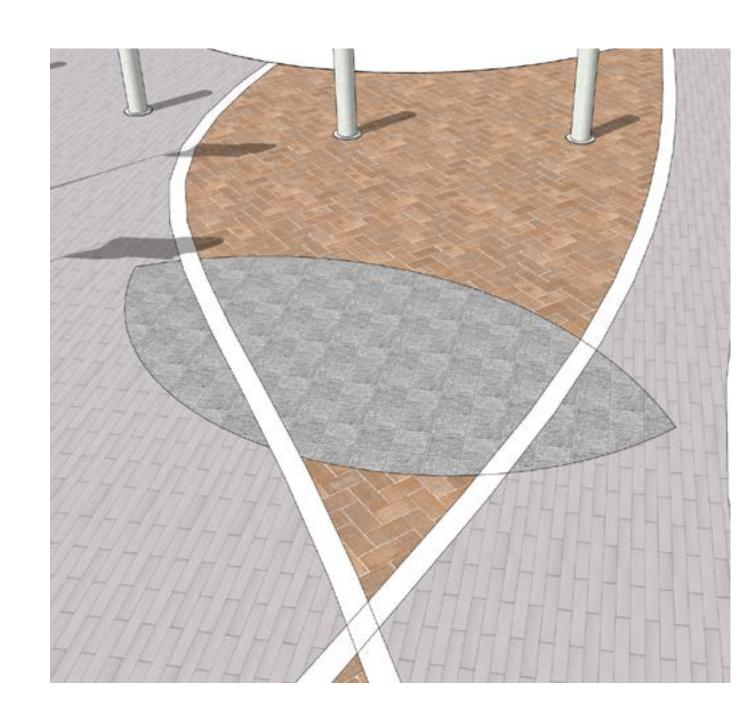




Planter Areas



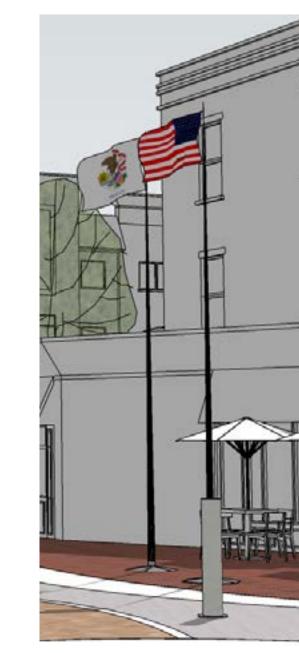
Information Display/
Stone Bench



Leaf Pavers



Benches



Flagpoles





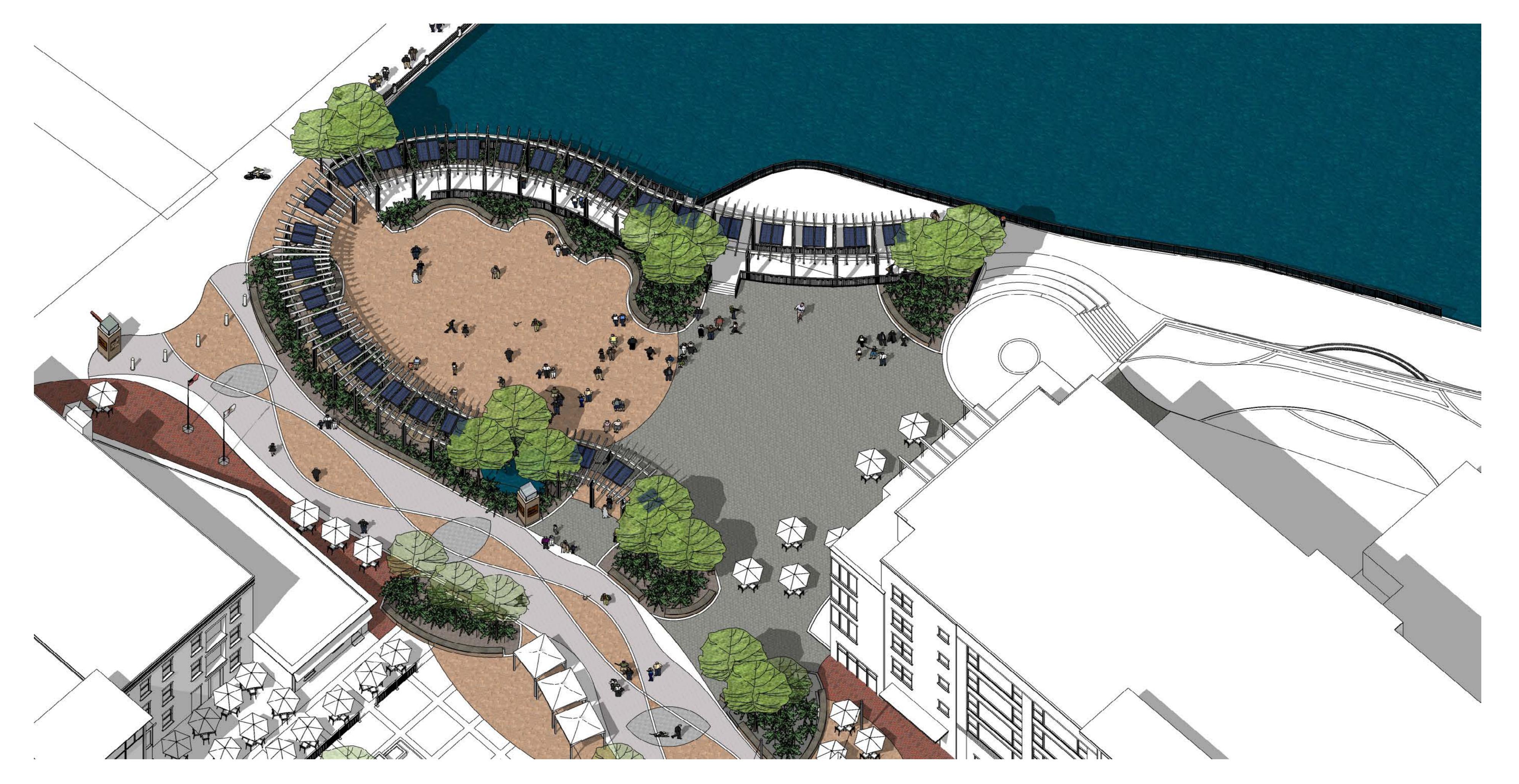








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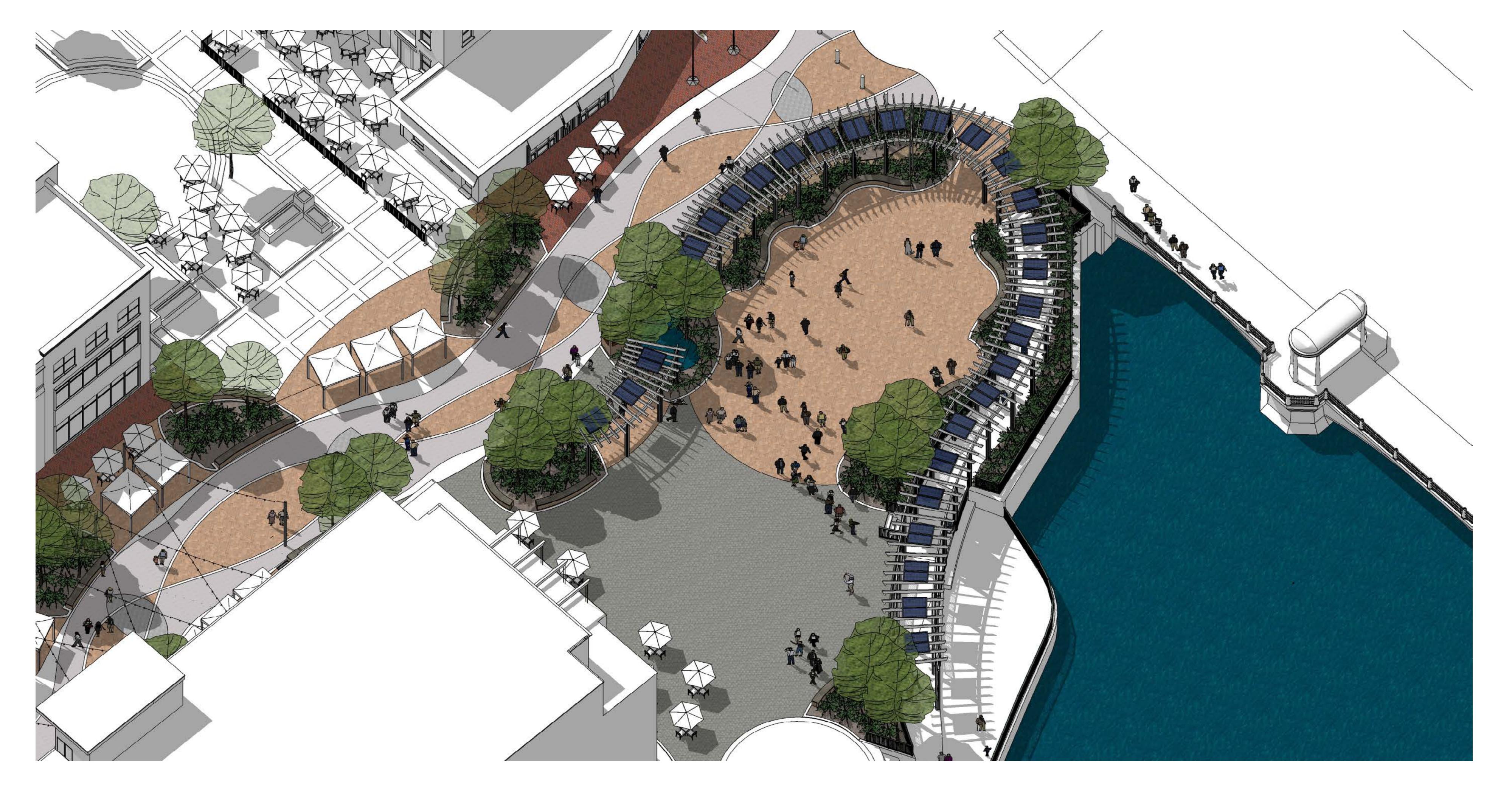








2020.15.00



FIRST STREET PLAZA

First Street Plaza Improvements - Complete Project



2020.15.00

FIRST STREET PLAZA IMPROVEMENTS PHASE 2

Main Street & First Street St. Charles, Illinois 60174

Owner City of St. Charles

2 East Main Street St. Charles, IL 60174

Civil Engineer WBK Engineering, LLC

116 West Main Street, Suite 201

St. Charles, Illinois 60174 Tel: (630) 433-7755

Structural Engineer Carsello Engineering Inc.

2656 Wild Timothy Road Naperville, IL 60564 Tel: (630) 854-9567 Architect of Record Serena Sturm Architects, Ltd.

1011 Geneva Road

St. Charles, IL 60174 Tel: (331) 235-5048

Landscape Architect Blue Stem Design, Inc.

503 South 16th Street St. Charles, IL 60174 Tel: (630) 618-8316

Mechanical, Electrical AES Consulting and Commissioning Inc.

& Plumbing Engineer 760 Telser Road
Lake Zurich, IL 60047
Tel: (847) 719-1708

SERENA STURMS
1011 Geneva Road - St. Charles, IL 60174
T 331.235.5048

DATE

10/24/22

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Plaza Improvements

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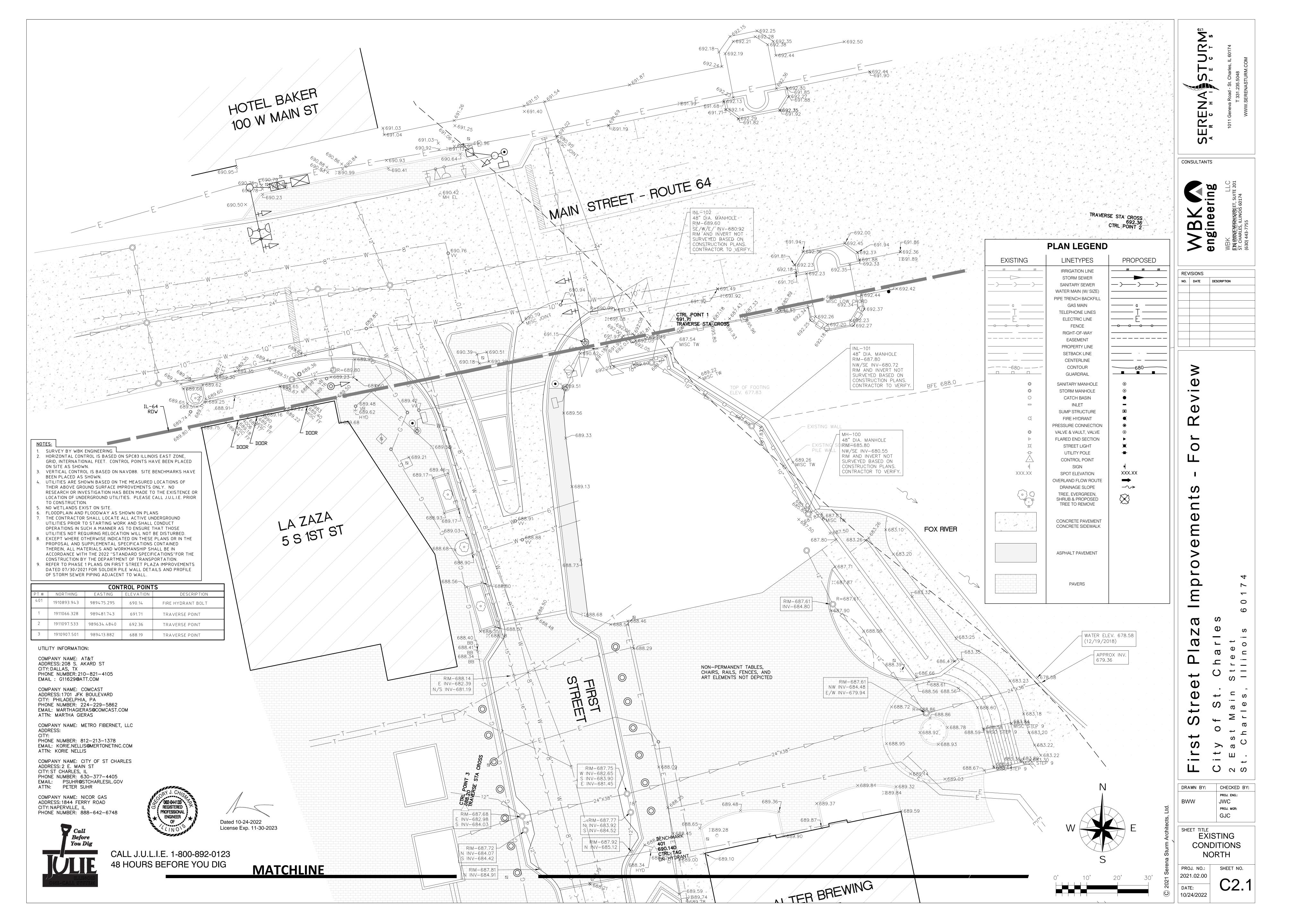
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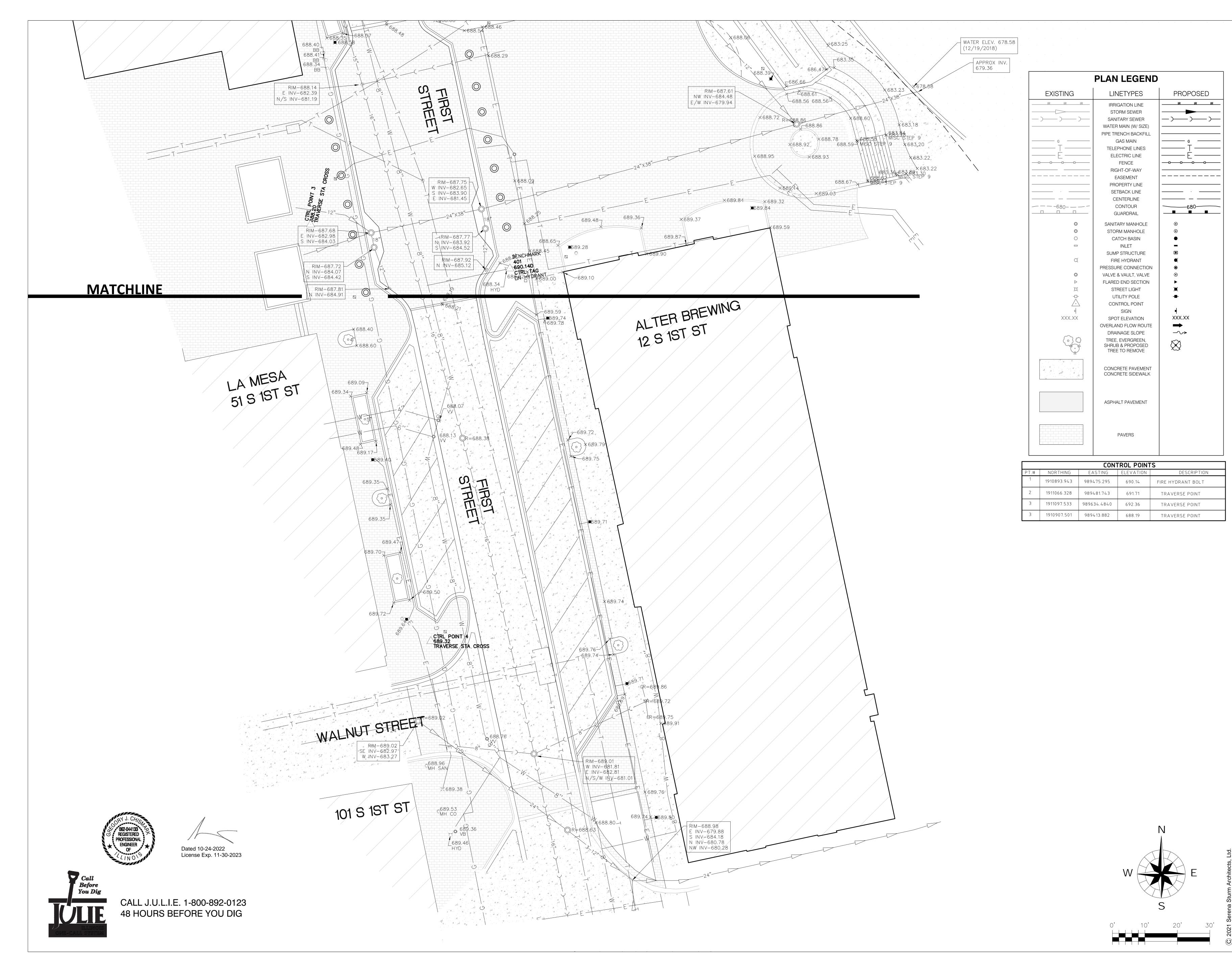
SHEET TITLE

COVER SHEET

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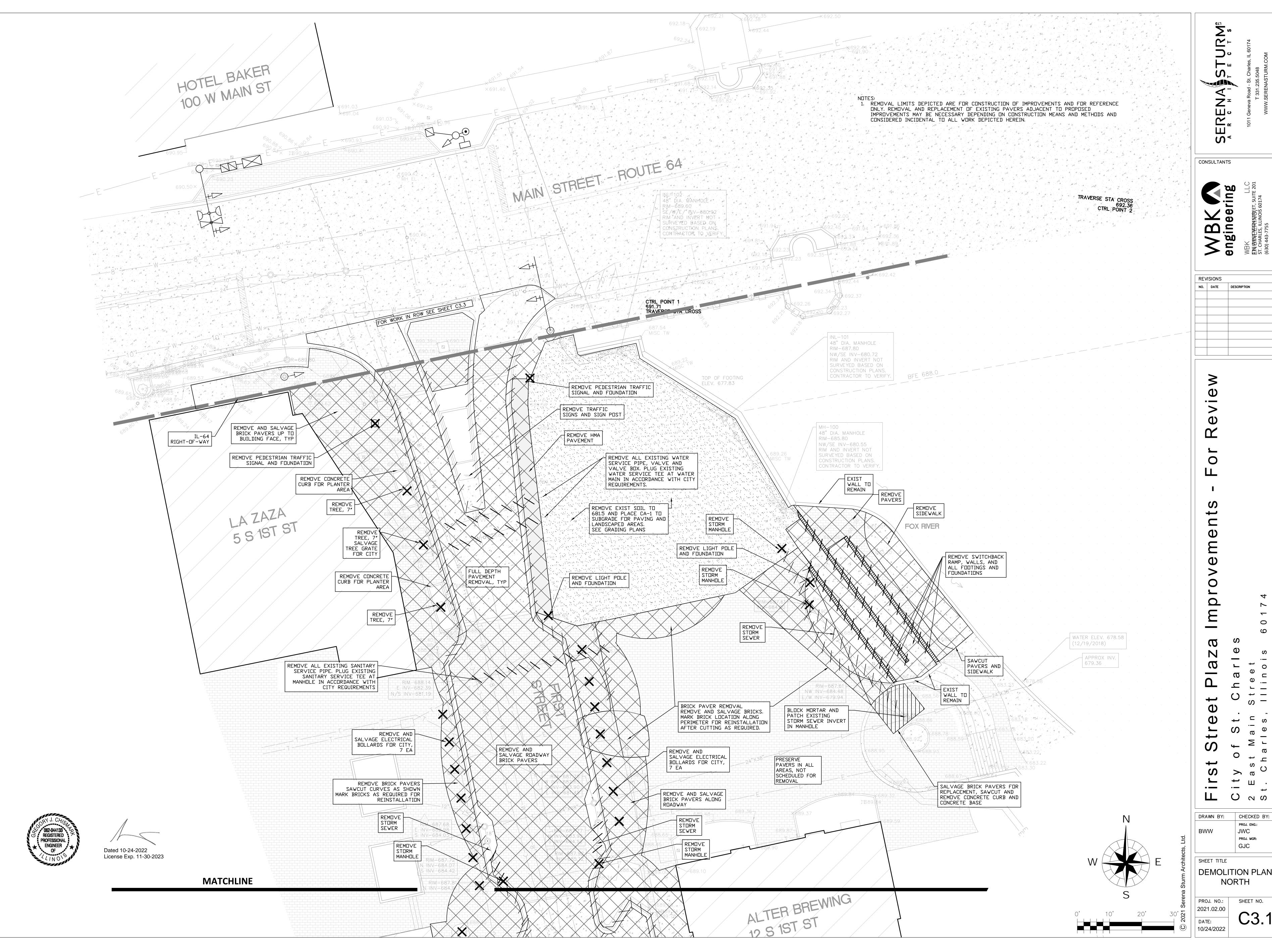
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SHEET NO. 10/24/2022



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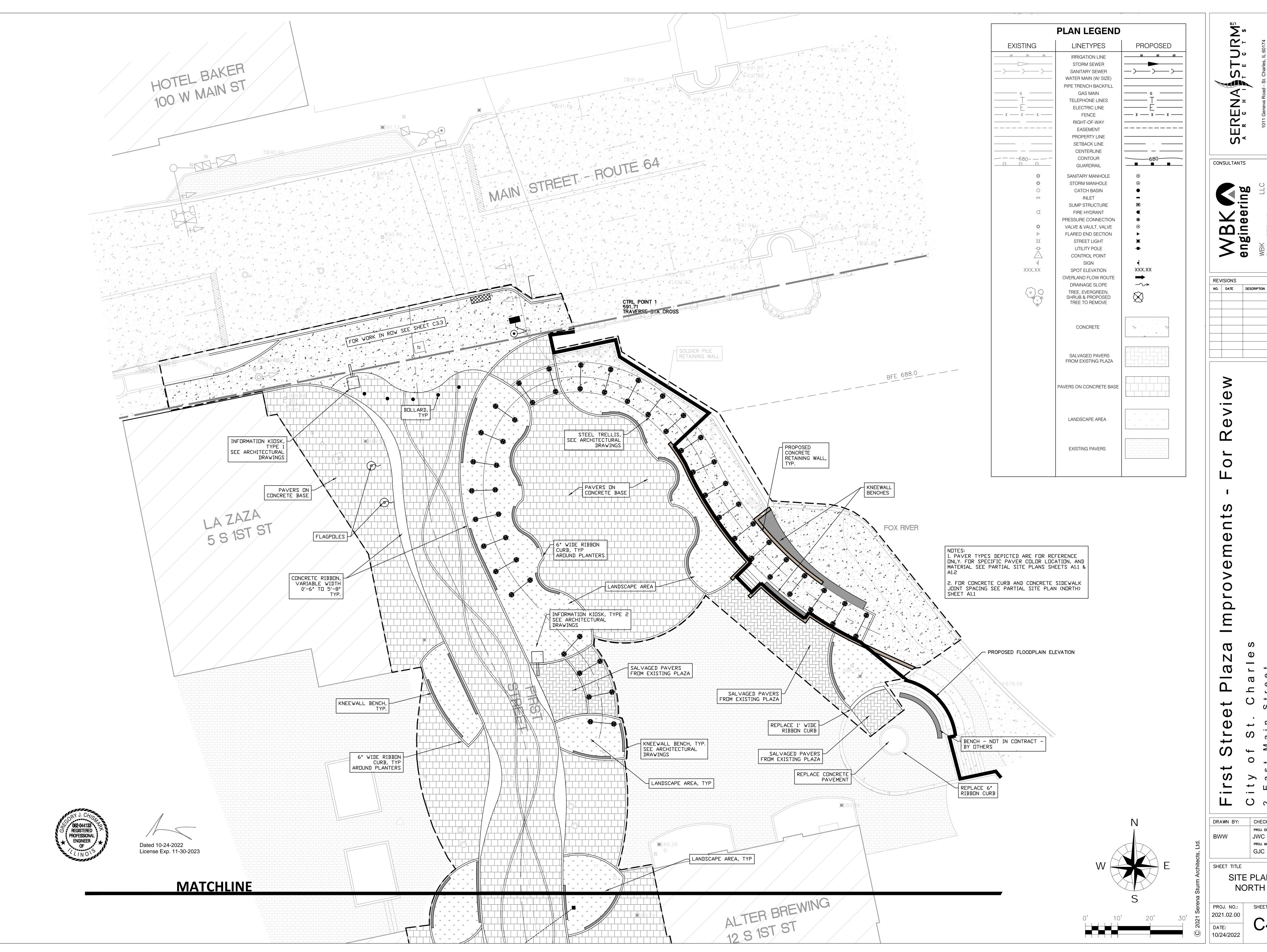


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DEMOLITION PLAN SOUTH



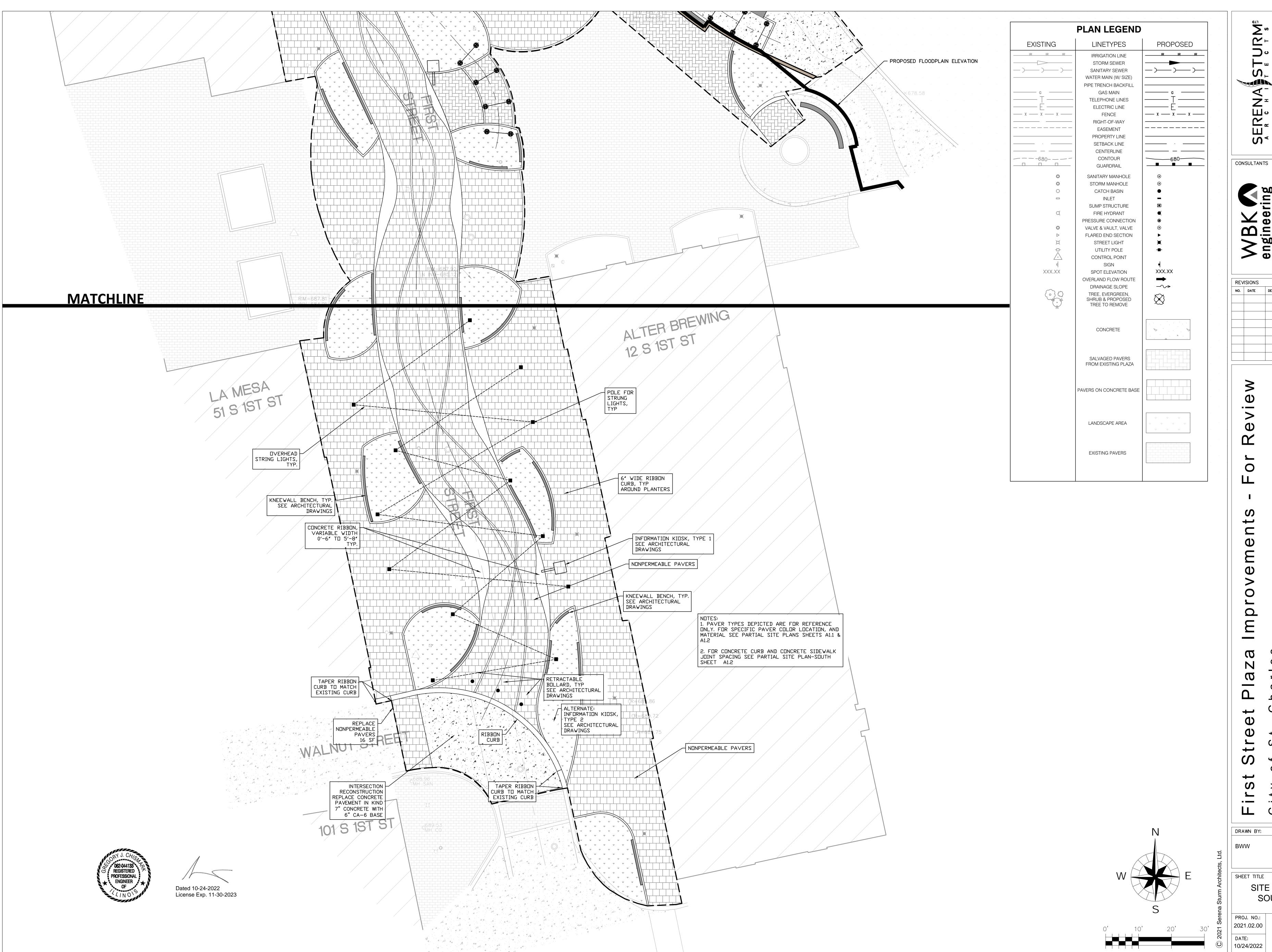


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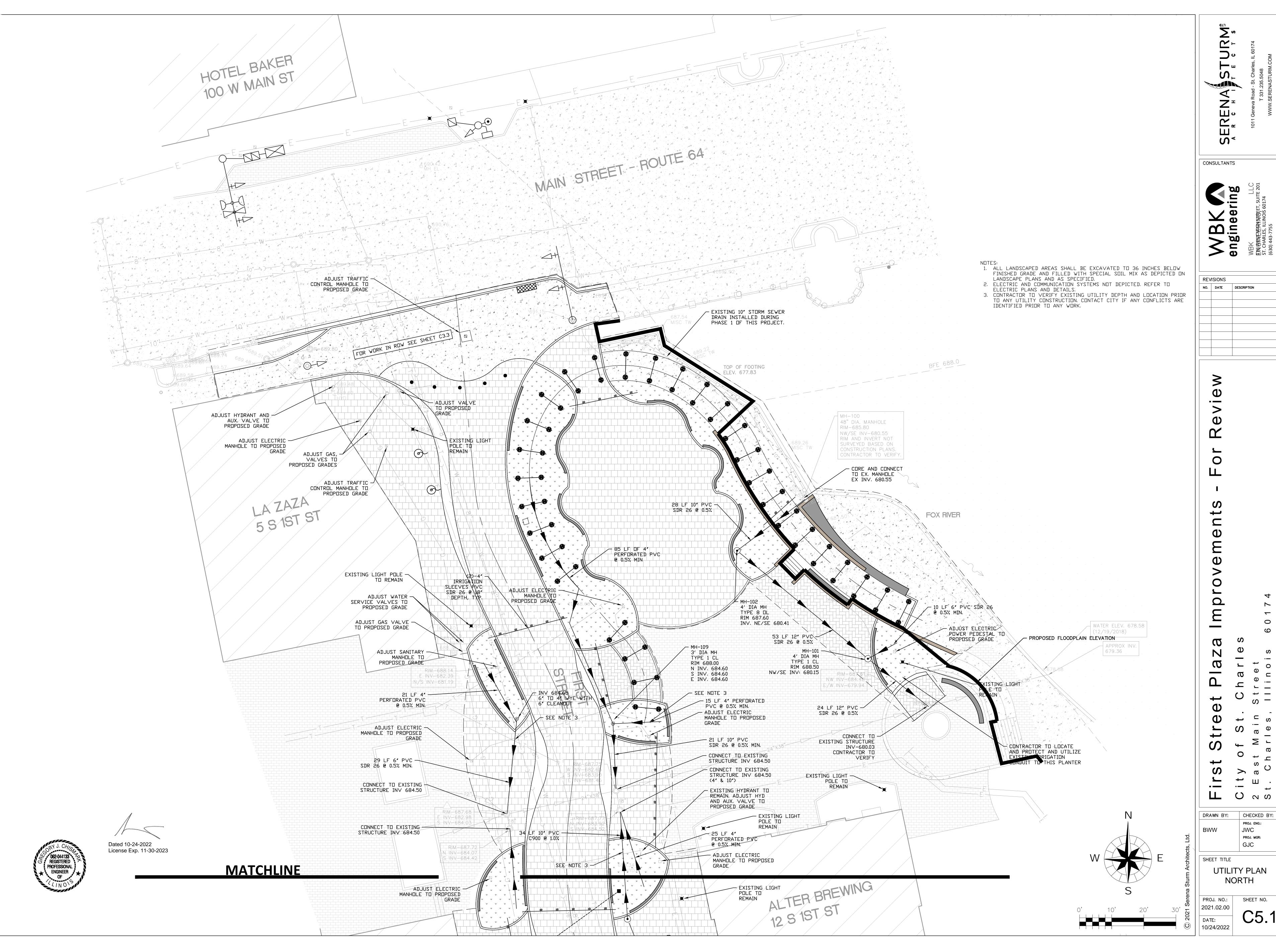
DATE: 10/24/2022

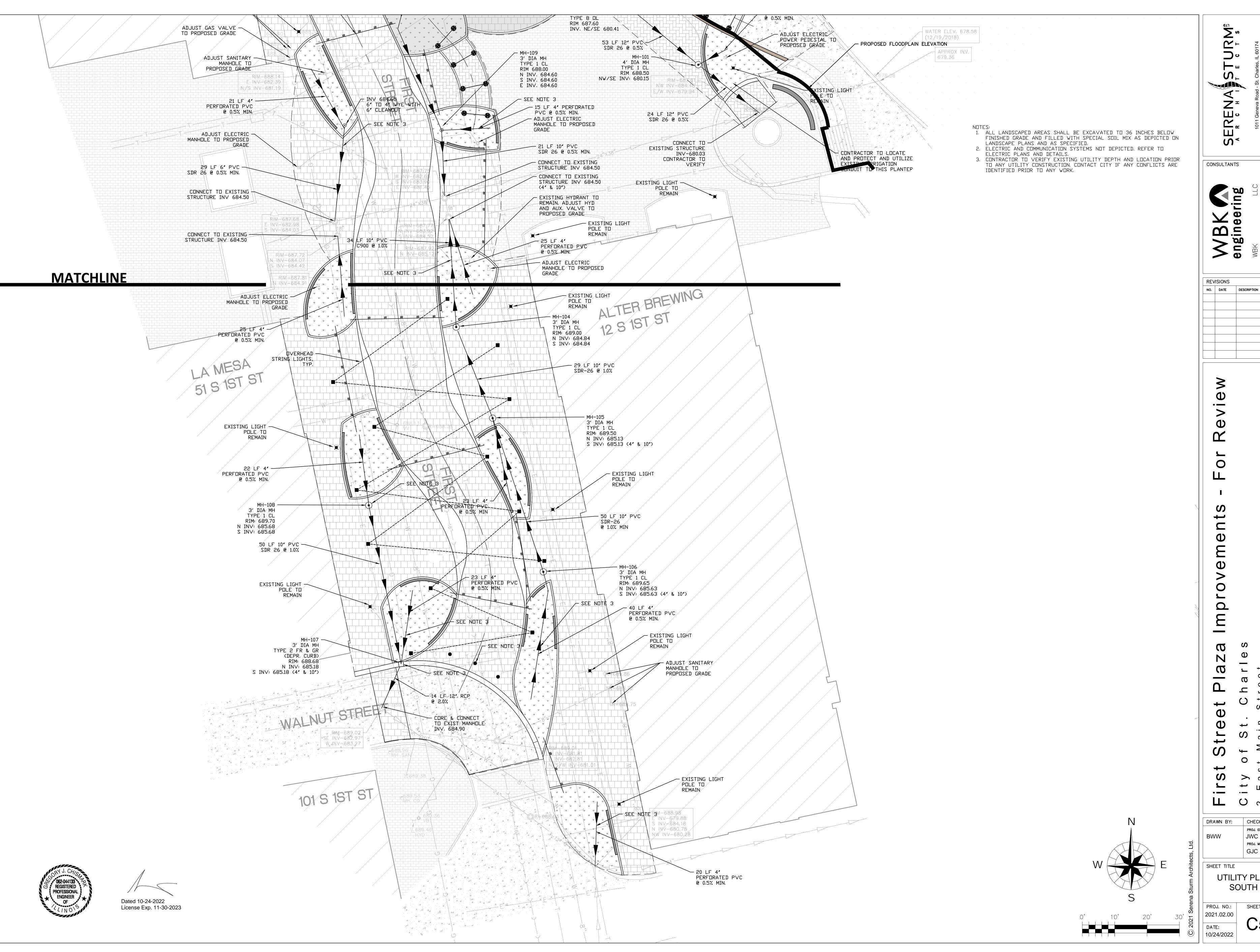


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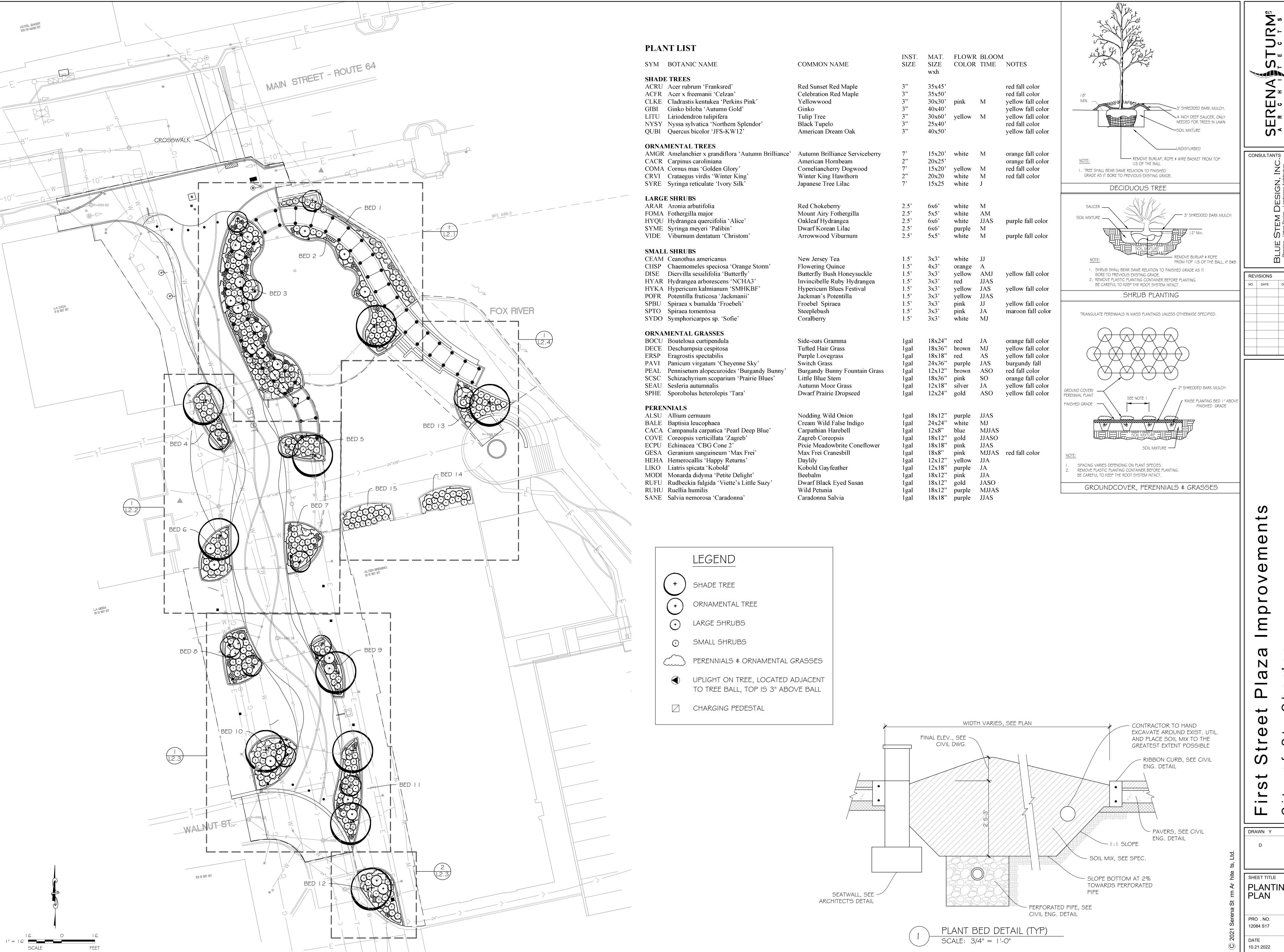




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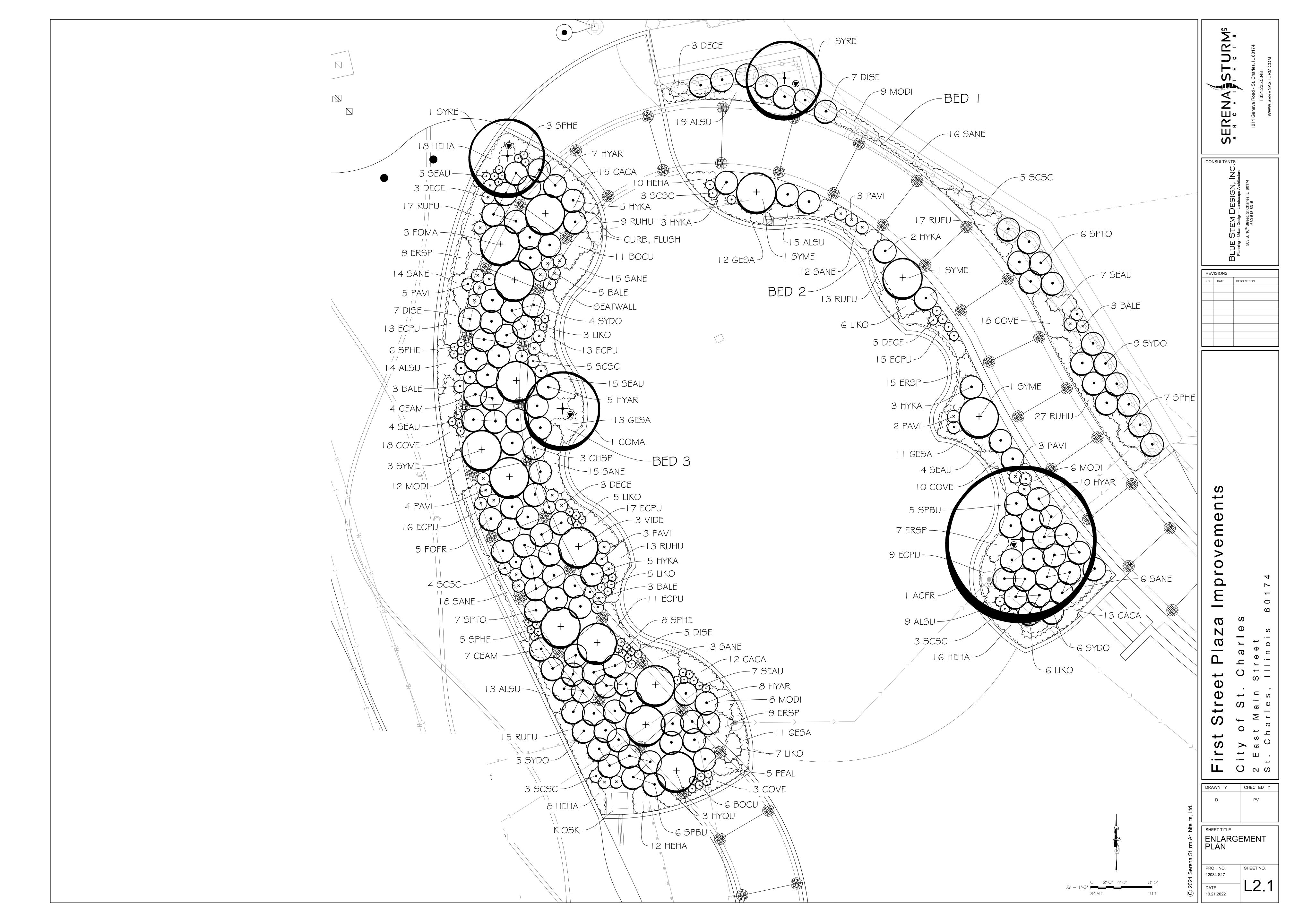
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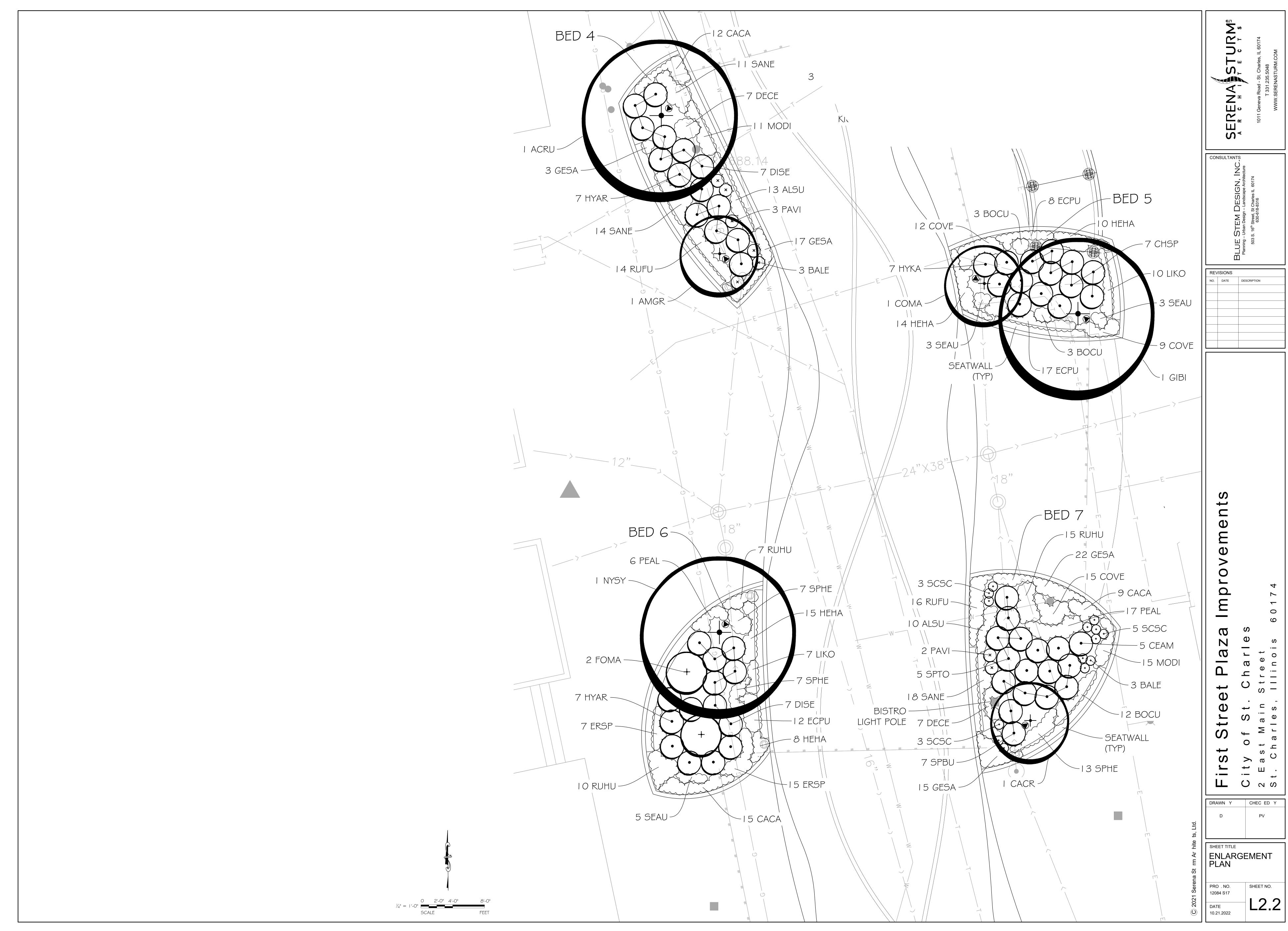


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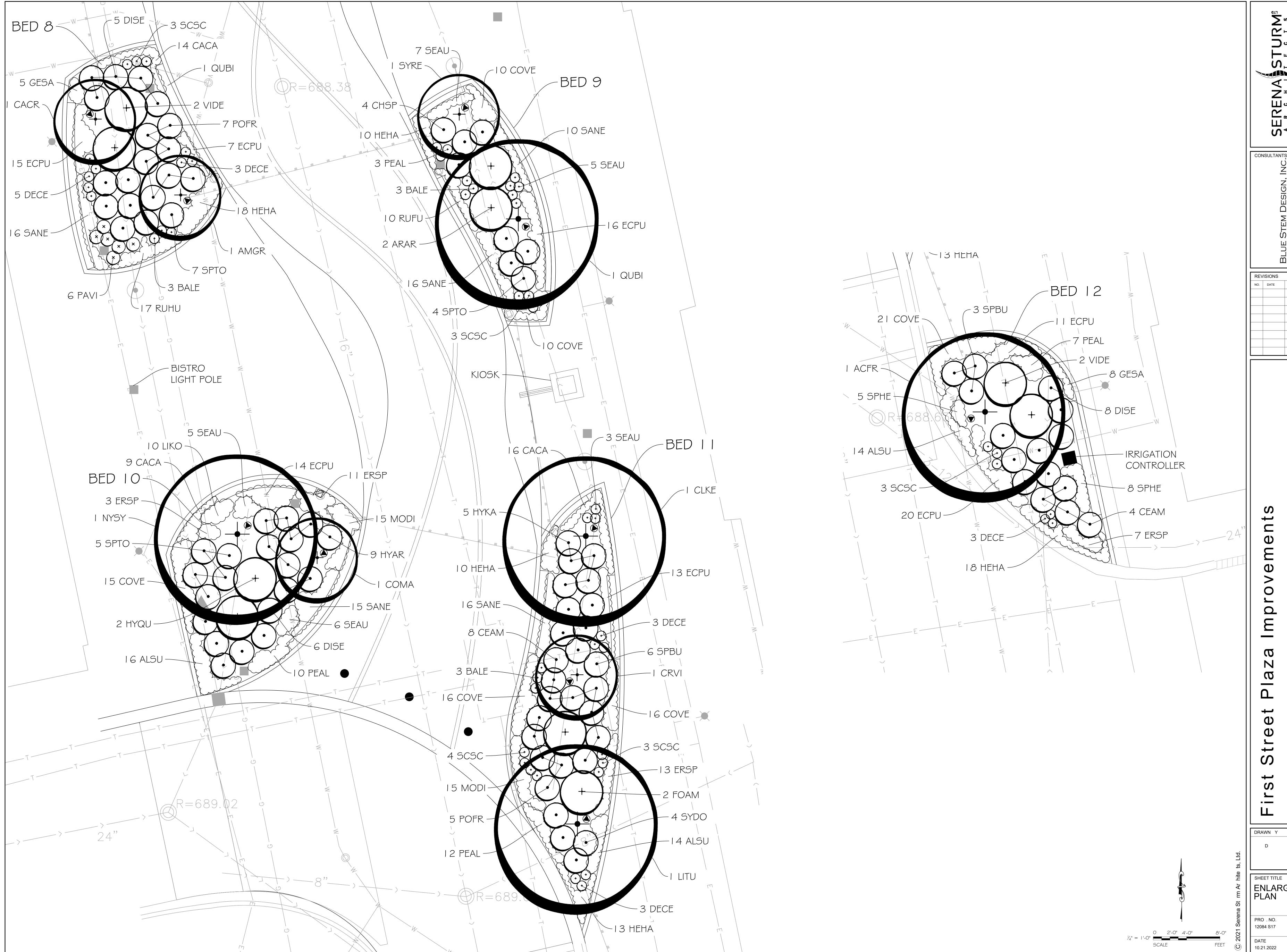
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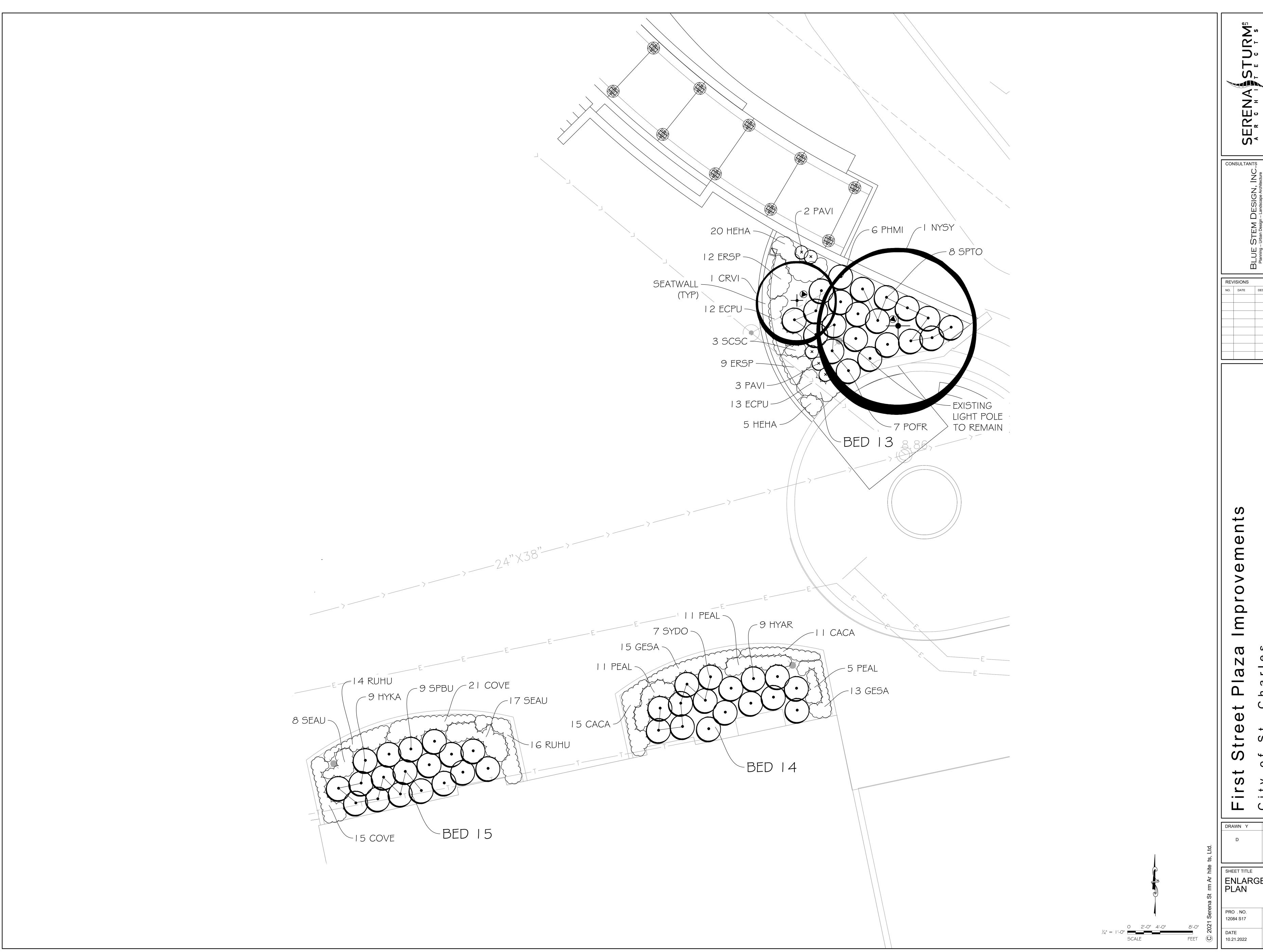


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<u>GENERAL</u>

1. CODES AND STANDARDS

BUILDING CODE: INTERNATIONAL BUILDING CODE, 2021 REFERENCED STANDARDS:

ASCE7-16: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES AISC 360-16: SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS ACI 318-11: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

2. DESIGN LOADS:

2.	DESIGN LOADS:	
	<u>FLOOR LIVE LOAD:</u> PUBLIC	100 PSF
	ROOF SNOW LOAD: GROUND SNOW LOAD, Pg: FLAT ROOF SNOW LOAD, Pf: SNOW EXPOSURE FACTOR, Ce: SNOW LOAD IMPORTANCE FACTOR, I: THERMAL FACTOR, Ct:	25 PSF 21 PSF 1.0 1.0
	WIND LOADING: ULTIMATE DESIGN WIND SPEED, Vult: NOMINAL DESIGN WIND SPEED, Vnom: WIND IMPORTANCE FACTOR, I: WIND EXPOSURE: INTERNAL PRESSURE COEFFICIENT:	115 MPH 90 MPH 1.00 B ±0.18
	SEISMIC LOADING:	
	SEISMIC IMPORTANCE FACTOR, I: OCCUPANCY CATEGORY: IMPORTANCE FACTOR, I: MAPPED SPECTRAL RESPONSE, Ss: ACCELERATION, S1: SITE CLASS: SPECTRAL RESPONSE COEF., SDS SD1 SEISMIC DESIGN CATEGORY: BASIC STRUCTURAL SYSTEM: SEISMIC RESISTING SYSTEM:	1.0 II 1.0 15.78%g 7.18%g D 0.168 0.115 B BLDG. FRAME SYSTEMS NOT SPECIFICALLY DETAILED FOR
	DESIGN BASE SHEAR, V: SEISMIC RESPONSE COEF., C _S : RESPONSE MODIFICATION FACTOR, R: ANALYSIS PROCEDURE:	SEISMIC RESISTANCE 0.194W 0.194 3.0 EQUIV. LATERAL—FORCE

- . DIMENSIONS ON STRUCTURAL DRAWINGS ARE TO BE CHECKED AGAINST ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AS WELL AS AGAINST FIELD CONDITIONS BY CONTRACTORS.
- 4. UNLESS NOTED OTHERWISE, DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR CONDITIONS.
- 5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND PLACEMENT OF INSERTS, HANGERS, SLEEVES, DUCTWORK. PADS AND ANCHOR RODS THAT ARE REQUIRED BY MECHANICAL EQUIPMENT.
- 6 IF DISCREPANCIES APPEAR ON THE CONTRACT DOCUMENTS OR RETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THE CONTRACTOR SHALL REQUEST AN INTERPRETATION FROM THE ARCHITECT BEFORE BIDDING. IF THE CONTRACTOR FAILS TO MAKE SUCH REQUEST. IT IS PRESUMED THAT BOTH PROVISIONS WERE INCLUDED IN THE BID AND THE ARCHITECT SHALL DETERMINE WHICH OF THE CONFLICTING REQUIREMENTS SHALL GOVERN. THE CONTRACTOR SHALL PERFORM THE WORK AT NO ADDITIONAL COST TO THE OWNER IN ACCORDANCE WITH THE ARCHITECT'S DETERMINATION.

FOUNDATIONS

- . ALL SOIL SUPPORTED FOOTINGS SHALL BE FOUNDED UPON UNDISTURBED, NATURAL SOIL SUBGRADE OR ON THOROUGHLY TESTED AND APPROVED FILL WITH A MINIMUM NET ALLOWABLE BEARING CAPACITY OF 3,000 PSF AS FIELD VERIFIED AND APPROVED BY THE OWNER'S SOIL TESTING AGENCY. THE FOOTING ELEVATIONS AND SOIL BEARING CAPACITIES AS SHOWN ON THE DRAWINGS ARE ESTIMATED FROM THE SOIL BORING DATA. FINAL, EXACT ELEVATIONS AND SOIL BEARING CAPACITIES SHALL BE FIELD DETERMINED AND VERIFIED BY THE OWNER'S SOIL TESTING LABORATORY AND REVIEWED BY THE ARCHITECT/ENGINEER DURING CONSTRUCTION.
- 2. THE SOIL SUBGRADE FOR ALL FOOTINGS AND SLABS SHALL BE INSPECTED AND APPROVED BY THE OWNER'S TESTING LABORATORY IMMEDIATELY PRIOR TO PLACING CONCRETE.
- 3. ALL FOOTING AND SLAB SUBGRADES, INCLUDING PIT SLABS, SHALL BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR (ASTM D698) MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT, AS REQUIRED.
- 4. ALL ORGANIC AND/OR OTHER UNSUITABLE MATERIALS SHALL BE REMOVED FROM SUBGRADE AND BACKFILL AREAS AND BACKFILLED WITH SELECT FILL, COMPACTED TO 98 PERCENT OF STANDARD PROCTOR (ASTM D698) MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
- 5. DO NOT UNDERMINE EXISTING CONSTRUCTION.
- 6. PLACE BACKFILL SIMULTANEOUSLY ON BOTH SIDES OF FOUNDATION WALLS.
- 7. NO MUD SLABS, FOOTINGS OR SLABS SHALL BE PLACED ONTO OR AGAINST SUBGRADE CONTAINING FREE WATER, FROST OR ICE.
- 8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY FROST OR ICE FROM PENETRATING ANY FOOTING OR SLAB SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE. SUCH PROTECTION IS ADDITIONAL SCOPE.

<u>CONCRETE</u>

- 1. CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318)", LATEST EDITION.
- 2. UNLESS NOTED OTHERWISE, CONCRETE SHALL BE NORMAL WEIGHT CONCRETE AND SHALL DEVELOP THE FOLLOWING MINIMUM 28-DAY COMPRESSIVE STRENGTHS: -FOOTINGS, FOUNDATION WALLS: 4000 PSI
- -EXTERIOR RETAINING WALLS AND SLABS: 4000 PSI
- 3. VERTICAL WALL CONSTRUCTION JOINTS SHALL BE FORMED WITH VERTICAL BULKHEADS AND KEYWAYS. WALL REINFORCING SHALL BE CONTINUOUS THROUGH THE JOINT OR SHALL BE DOWELED WITH AN EQUIVALENT AREA OF REINFORCEMENT.
- 4. NO SLAB SHALL HAVE COLD JOINTS IN A HORIZONTAL PLANE.
- 5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND PLACEMENT OF INSERTS, EMBEDDED PLATES, MASONRY ANCHORS, REGLETS, SLEEVES, DUCTWORK, PADS AND ANCHOR RODS. THE INSERTS, EMBEDDED PLATES, ETC. SHALL NOT INTERFERE WITH CONCRETE REINFORCEMENT LOCATION.
- 6. NO OPENING SHALL BE MADE IN ANY STRUCTURAL MEMBER WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
- 7. SLABS ON GRADE CONTROL JOINTS SHALL BE CUT WITHIN 24 HOURS AFTER THE CONCRETE HAS SET. CONTROL JOINTS SHALL NOT EXCEED 15'-0" INTERVALS IN EACH DIRECTION, AND SHALL BE LOCATED TO CONFORM WITH BAY SPACING WHEREVER POSSIBLE (I.E. AT COLUMN CENTERLINES, HALF-BAYS, THIRD-BAYS).
- 8. DEPRESSED SLABS SHALL MAINTAIN FULL THICKNESS UNLESS NOTED OTHERWISE.

<u>REINFORCEMENT</u>

- 1. UNLESS NOTED OTHERWISE, REINFORCEMENT SHALL CONFORM TO ASTM SPECIFICATION A615, GRADE 60.
- 2. CORNER BARS SHALL BE PROVIDED AT WALL CORNERS EQUAL TO THE HORIZONTAL WALL REINFORCEMENT.
- 3. ALL CONCRETE FORMED SLAB OR WALL OPENINGS SHALL BE REINFORCED WITH 2 NO. 5 BARS PLACED ONE IN EACH FACE AT 45 DEGREES TO OPENING CORNERS.
- 4. THE FOLLOWING CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT UNLESS NOTED OTHERWISE:

MINIMUM	MINIMUM CONCRETE PROTECTION FOR REINFORD CONCRETE ELEMENT		
CONCRETE E			
CONCRETE C	CAST AGAINST AND PERMANENTLY EXPOSED TO EAR	RTH 3"	
CONCRETE E	EXPOSED TO EARTH OR WEATHER:		
#6 THROUGH	#6 THROUGH #18 BARS		
#5 BAR, W3	1 OR D31 WIRE, AND SMALLER	1-1/2"	
CONCRETE N	CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH (
SLABS, WALLS	#14 AND #18 BARS	1-1/2"	
AND JOISTS	#11 BAR AND SMALLER	3/4"	
BEAMS AND COLUMNS	PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS	1-1/2"	

- 5. ARRANGEMENT AND DETAILS OF REINFORCEMENT, INCLUDING BAR SUPPORTS AND SPACERS, SHALL BE IN ACCORDANCE WITH THE "A.C.I. DETAILING MANUAL (ACI SP-66)", LATEST EDITION.
- 6. PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCEMENT AT THE POSITIONS INDICATED. PLASTIC COATED ACCESSORIES SHALL BE USED IN ALL EXPOSED CONCRETE WORK.
- 7. ALL EMBEDMENT LENGTHS AND LAPS SHALL BE AS REQUIRED BY ACI 318. UNLESS NOTED OTHERWISE, MINIMUM LAP SHALL BE 40 BAR DIAMETERS.

<u>MASONRY</u>

- 1. DESIGN AND CONSTRUCTION OF MASONRY SHALL BE IN ACCORDANCE WITH THE ACI/ASCE/TMS "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (ACI 530/ASCE 5/TMS 402) AND "SPECIFICATIONS FOR MASONRY STRUCTURES" (ACI 530.1/ASCE 6/TMS 602), LATEST EDITIONS.
- 2. QUALITY ASSURANCE AND INSPECTION OF MASONRY CONSTRUCTION ARE REQUIRED AS DEFINED BY THE "SPECIFICATION FOR MASONRY STRUCTURES" AND/OR THE BUILDING CODE.
- 3. MATERIALS FOR MASONRY CONSTRUCTION SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:

SPECIFIED COMPRESSIVE

CORROSION PROTECTION:

ACCESSORIES:

STRENGTH OF MASONRY:

f'm = 1,500 PSI CONCRETE MASONRY UNITS: ASTM C90, MEDIUM WEIGHT, TYPE II MIN. NET AREA COMPRESSIVE STRENGTH OF CONCRETE MASONRY UNITS = 3050

ASTM C270, TYPE 'N' MORTAR: GROUT: ASTM C476; MIN. COMPRESSIVE STRENGTH = 2000 PSI

REINFORCING BARS: ASTM A615, GRADE 60 HORIZ. JOINT REINFORCING: ASTM A951, ASTM A82 (WIRE FOR ANCHORS, TIES AND

JOINT REINF.) PLATE AND BENT BAR ANCHORS: ASTM SHEET METAL ANCHORS & TIES: ASTM WIRE MESH TIES: ASTM A185 WIRE TIES AND ANCHORS: ASTM A82

WIRE JOINT REINF., TIES AND ANCHORS:

INTERIOR WALLS: ASTM A641 (0.1 OZ/SF) EXTERIOR WALLS: ASTM A153 (1.5 OZ/SF) ASTM A653, CLASS 60

- 4. VERTICAL CELLS TO BE FILLED WITH GROUT SHALL BE ALIGNED TO PROVIDE A CONTINUOUS, UNOBSTRUCTED OPENING OF THE DIMENSIONS SHOWN ON THE PLANS. CELLS THAT WILL CONTAIN VERTICAL REINFORCEMENT SHALL HAVE A MINIMUM TWO INCH CLEAR OPENING.
- 5. GROUT FOR FILLING REINFORCED OR NON-REINFORCED CELLS SHALL BE PLACED IN MAXIMUM FOUR (4) FOOT LIFTS AND CONSOLIDATED IN PLACE BY VIBRATION OR OTHER METHODS WHICH INSURE COMPLETE FILLING OF CELLS. ALL CELLS CONTAINING REINFORCING BARS SHALL BE FULLY GROUTED.
- 6. HOLLOW MASONRY UNITS SHALL BE LAID WITH FULL MORTAR COVERAGE ON HORIZONTAL AND VERTICAL FACE SHELLS. WEBS SHALL ALSO BE BEDDED WHERE THEY ARE ADJACENT TO CELLS TO BE REINFORCED OR GROUTED SOLID, IN THE STARTING COURSE ON FOUNDATIONS, AND IN GROUTED PIERS, PILASTERS, AND COLUMNS.
- 7. SOLID MASONRY UNITS SHALL BE LAID WITH FULL HEAD AND BED JOINTS. POINTS OF BEARING SHALL BE ON TWO (2) COURSES OF SOLID MASONRY OR TWO (2) COURSES OF HOLLOW MASONRY GROUTED SOLID.
- 8. PROVIDE CONTINUOUS, 9 GAUGE LADDER TYPE GALVANIZED HORIZONTAL JOINT REINFORCEMENT AT 16" O.C. VERTICALLY AND IN THE FIRST COURSE ABOVE AND BELOW OPENINGS FOR A DISTANCE OF NOT LESS THAN 2'-0" BEYOND OPENINGS. PROVIDE ADJUSTABLE JOINT REINFORCEMENT AT MUTLI-WYTHE WALLS.
- 9. THE MINIMUM CLEAR DISTANCE BETWEEN PARALLEL REINFORCING BARS, EXCEPT IN COLUMNS SHALL BE EQUAL TO THE NOMINAL BAR DIAMETER.
- 10. VERTICAL REINFORCEMENT SHALL BE LAP SPLICED A MINIMUM OF 48 BAR DIAMETERS WHERE REQUIRED, U.N.O.
- 11. ALL REINFORCEMENT SHALL BE COMPLETELY EMBEDDED IN MORTAR OR GROUT AND SHALL HAVE A COVERAGE OF MASONRY NOT LESS THAN:

- 12. PROVIDE GALVANIZED MASONRY ANCHORS ON BEAMS, GIRTS, AND COLUMNS IN CONTACT WITH MASONRY.
- 13. UNLESS OTHERWISE NOTED, PROVIDE (2) #5 BARS, FULL HEIGHT, AT EACH SIDE OF OPENINGS.
- 14. PROVIDE ADEQUATE TEMPORARY BRACING AS REQUIRED DURING CONSTRUCTION TO WITHSTAND ENVIRONMENTAL LATERAL LOADS AND THE PRESSURE FROM FLUID GROUT.

STRUCTURAL STEEL

- 1. STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
- 2. STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM ASTM A992. PLATES, ANGLES, CHANNELS AND MISCELLANEOUS MATERIAL SHALL CONFORM TO ASTM A36. HOLLOW STRUCTURAL SECTIONS SHALL CONFORM TO ASTM A500, GRADE B. STEEL PIPE SECTIONS SHALL CONFORM TO ASTM A53, GRADE B.
- 3. ANCHOR RODS SHALL BE ASTM F1554, GRADE 36, 3/4" DIAMETER WITH 4" HOOKS AND 9" EMBEDMENT, UNLESS NOTED OTHERWISE.
- 4. HIGH STRENGTH BOLTING SHALL BE DONE IN ACCORDANCE WITH RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS".
- 5. BOLTS, NUTS AND WASHERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A325. BOLTS SHALL BE 3/4 INCH DIAMETER MINIMUM.
- 6. WELDING SHALL BE DONE BY CERTIFIED WELDERS AND SHALL CONFORM TO AWS D1.1 "STRUCTURAL WELDING CODE — STEEL", LATEST EDITION. ALL WELDING ELECTRODES SHALL BE E70XX.
- 7. THE FABRICATOR/ERECTOR SHALL SUBMIT TO THE ARCHITECT FOR REVIEW, ENGINEERED AND CHECKED DRAWINGS SHOWING SHOP FABRICATION DETAILS, FIELD ASSEMBLY DETAILS AND ERECTION DIAGRAMS FOR ALL STRUCTURAL STEEL.
- 8. UNLESS NOTED OTHERWISE, CONNECTIONS SHALL BE EITHER AISC SINGLE PLATE OR DOUBLE ANGLE SHEAR CONNECTIONS USING A325-N BOLTS.
- 9. FIELD CONNECTIONS, EXCEPT WHERE SHOWN TO BE WELDED, SHALL BE BOLTED.
- 10. CONNECTIONS SHALL BE DESIGNED FOR THE BEAM REACTIONS INDICATED ON THE DRAWINGS. IN CASES WHERE REACTIONS ARE NOT INDICATED, CONNECTIONS SHALL BE DESIGNED FOR 1/2 THE MAXIMUM TOTAL UNIFORM LOAD.
- 11. THE MINIMUM NUMBER OF BOLTS FOR ANY CONNECTION SHALL BE TWO (2). CONNECTIONS SHALL NOT BE LESS THAN ONE HALF THE DEPTH OF THE BEAM.
- 12. BEAMS AND JOISTS SHALL BE FABRICATED WITH THE NATURAL CAMBER UP. PROVIDE CAMBERS AS INDICATED ON THE DRAWINGS.
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF ALL ERECTION PROCEDURES AND SEQUENCES WITH RELATION TO TEMPERATURE DIFFERENTIALS, ESPECIALLY WITH RESPECT TO STRUCTURAL STEEL FRAMING INTO CONCRETE WALLS, BEAMS OR COLUMNS.
- 14. THERE SHALL BE NO FIELD CUTTING OF STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECT.
- 15. ERECT AND MAINTAIN TEMPORARY BRACING TO INSURE THE ALIGNMENT AND STABILITY OF THE STRUCTURE DURING ERECTION UNTIL PERMANENT CONNECTIONS HAVE BEEN COMPLETED.

SPECIAL INSPECTION NOTES:

TABLE OF SPECIAL INSPECTIONS

TASK

SOILS

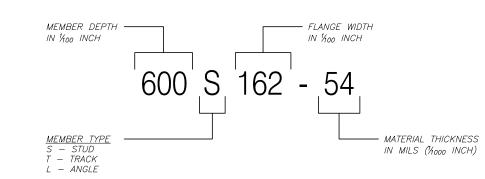
- 1. THE OWNER SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM SPECIAL INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE TABLE BELOW.
- 2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR THE INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
- 3. SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS AND SHALL FURNISH INSPECTION REPORTS TO THE OWNER, BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THEY ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER, BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED AT A POINT IN TIME AGREED UPON PRIOR TO THE START OF WORK BY THE APPLICANT AND THE BUILDING
- 6. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS AND SHALL CONFORM TO AWS D1.1 "STRUCTURAL WELDING CODE — STEEL", LATEST EDITION OR AWS D1.3 "STRUCTURAL WELDING CODE - SHEET STEEL", LATEST EDITION. ALL WELDING ELECTRODES SHALL BE E70XX.

FREQUENCY REF. STANDARDS

30	OIL3			
1.	VERIFY MATERIALS BELOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		X	GEOTECHNICAL REPO
2.	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		Х	GEOTECHNICAL REPO
3.	PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		Х	GEOTECHNICAL REPO
4.	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	Х		GEOTECHNICAL REPO
5.	PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	-	Х	GEOTECHNICAL REPO
C	ONCRETE			
1. 2. 3.	CEPTIONS: SPECIAL INSPECTIONS SHALL NOT BE REQUIRED ISOLATED CONCRETE FOOTINGS OF BUILDINGS THREE STOFT CONTINUOUS CONCRETE FOOTINGS SUPPORTING WALL OF OR LESS SUPPORTING LIGHT FRAME CONSTRUCTION NONSTRUCTURAL CONCRETE SLABS ON GRADE. CONCRIE PATIOS, DRIVEWAYS AND SIDEWALKS, ON GRADE.	RIES OR LESS. BUILDINGS THR.	PEE STORIES	
1.	INSPECTION OF REINFORCING STEEL AND PLACEMENT		X	IBC 1913.4; ACI 318: 3.5, 7.1–
2.	INSPECTION OF BOLTS TO BE INSTALLED IN CONCRETE PRIOR TO AND DURING PLACEMENT OF CONCRETE.	Х		IBC 1913.5, 1912.1 ACI 318: 8.1.3, 21
<i>3</i> .	INSPECTION OF ANCHORS INSTALLED IN HARDENED CONCRETE.		Х	IBC 1912.1 ACI 318: 3.8.6, 8.1
4.	VERIFY USE OF REQUIRED DESIGN MIX.		Х	IBC 1904.3, 1913.2 ACI 318: CH. 4, 5.
5.	AT TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	Х		IBC 1913.10 ACI 318: 5.6, 5.8 ASTM C172, C31
6.	INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	Х		IBC 1913.6, 1913.7 ACI 318: 5.9, 5.10
7.	INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.		X	IBC 1913.9 ACI 318: 5.11-5.13
S	TEEL			
1.	MATERIAL VERIFICATION OF STRUCTURAL STEEL, HIGH STRENGTH BOLTS, NUTS, AND WELDING ELECTRODES.	Х		IBC 1705.2, 1708.4
2.	STEEL JOIST INSTALLATION, FIELD WELDING AND BRIDGING OF JOISTS.		Х	IBC 1704.3.2
3.	INSTALLATION AND TIGHTENING OF HIGH-STRENGTH BOLTS, VERIFICATION THAT SPLINES HAVE SEPARATED IN TENSION CONTROL BOLTS AND PROPER TIGHTENING SEQUENCE.		Х	IBC 1705.2
4.	INSPECTION OF BOLTS IN SLIP CRITICAL CONNECTIONS.	Х		IBC 1705.2
5.	VISUAL INSPECTION OF WELDS, INSPECT PRE—HEAT, POST—HEAT AND SURFACE PREPARATION BETWEEN PASSES. VERIFY SIZE AND LENGTH OF FILLET WELDS.		Х	IBC 1704.3.1
6.	ULTRASONIC TESTING OF ALL FULL-PENETRATION WELDS	Х		IBC 1704.3.1
7.	INSPECT STEEL FRAME FOR COMPLIANCE WITH STRUCTURAL DRAWINGS, INCLUDING BRACING MEMBER CONFIGURATION AND CONNECTION DETAILS.		Х	IBC 1704.3.2
	<u> </u>			IBC 1704.3.2

COLD-FORMED STEEL FRAMING

- 1. DESIGN AND CONSTRUCTION OF COLD-FORMED STRUCTURAL STEEL MEMBERS SHALL MEET THE CRITERIA OF THE AMERICAN IRON AND STEEL INSTITUTE "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS".
- 2. THE DESIGN AND DETAILING OF ALL COLD-FORMED STRUCTURAL STEEL MEMBERS IS DELEGATED TO A SPECIALTY STRUCTURAL ENGINEER LICENSED IN THE STATE OF ILLINOIS. MEMBER SIZES AND GAUGES SHOWN ON THE PLANS IS FOR BIDDING PURPOSES ONLY. FINAL DESIGN AND DETAILING SHALL BE PROVIDED BY THE COLD-FORMED STEEL CONTRACTOR. FULLY DETAILED SHOP DRAWINGS AND CALCULATIONS PREPARED BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF ILLINOIS SHALL BE SUBMITTED FOR REVIEW.
- 3. THE FOLLOWING INDUSTRY STANDARD DESIGNATOR SYSTEM HAS BEEN USED TO IDENTIFY ALL COLD FORMED STEEL MEMBERS ON THESE



4. COLD-FORMED STEEL MEMBERS SHALL BE FORMED FROM STEEL HAVING A G-60 GALVANIZED COATING COMPLYING WITH THE REQUIREMENTS OF ASTM A955.

COLD-FORMED STEEL FRAMING CONT.

SPECIFICATIONS.

- 5. GALVANIZED STUDS, JOISTS, STRAPS AND TRACKS 12, 14, AND 16 GAUGE SHALL BE FORMED FROM STEEL THAT MEETS THE REQUIREMENTS OF ASTM A1003, WITH A MINIMUM YIELD STRENGTH OF 50,000 PSI.
- 6. GALVANIZED STUDS, JOISTS, STRAPS, TRACKS BRIDGING, END CLOSURES AND ACCESSORIES 18 AND 20 GAUGE SHALL BE FORMED FROM STEEL THAT MEETS THE REQUIREMENTS OF ASTM A1003, WITH A MINIMUM YIELD STRENGTH OF 33,000 PSI.
- 7. WALL BRIDGING SHALL BE INSTALLED IN A MANNER TO PREVENT STUD ROTATION AND BE SPACED NO MORE THAN 4'-0" ON CENTER.
- 8. THE INSTALLER IS RESPONSIBLE FOR FOR PROVIDING TEMPORARY BRACING UNTIL ALL ELEMENTS ARE SECURE AND CONNECTIONS COMPLETED.

IN ACCORDANCE WITH THE BUILDING CODE AND PROJECT

- OF CONCENTRATED LOADS. 10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING
- 9. WEB STIFFENERS SHALL BE PROVIDED AT REACTION POINTS OR AREAS

WITH ALL REQUIREMENTS FOR TESTING AND/OR SPECIAL INSPECTIONS

VOCABBILIN.

CONSULTANTS

REVISIONS

NO. DATE DESCRIPTION

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LICENSED STRUCTURAL ENGINEER

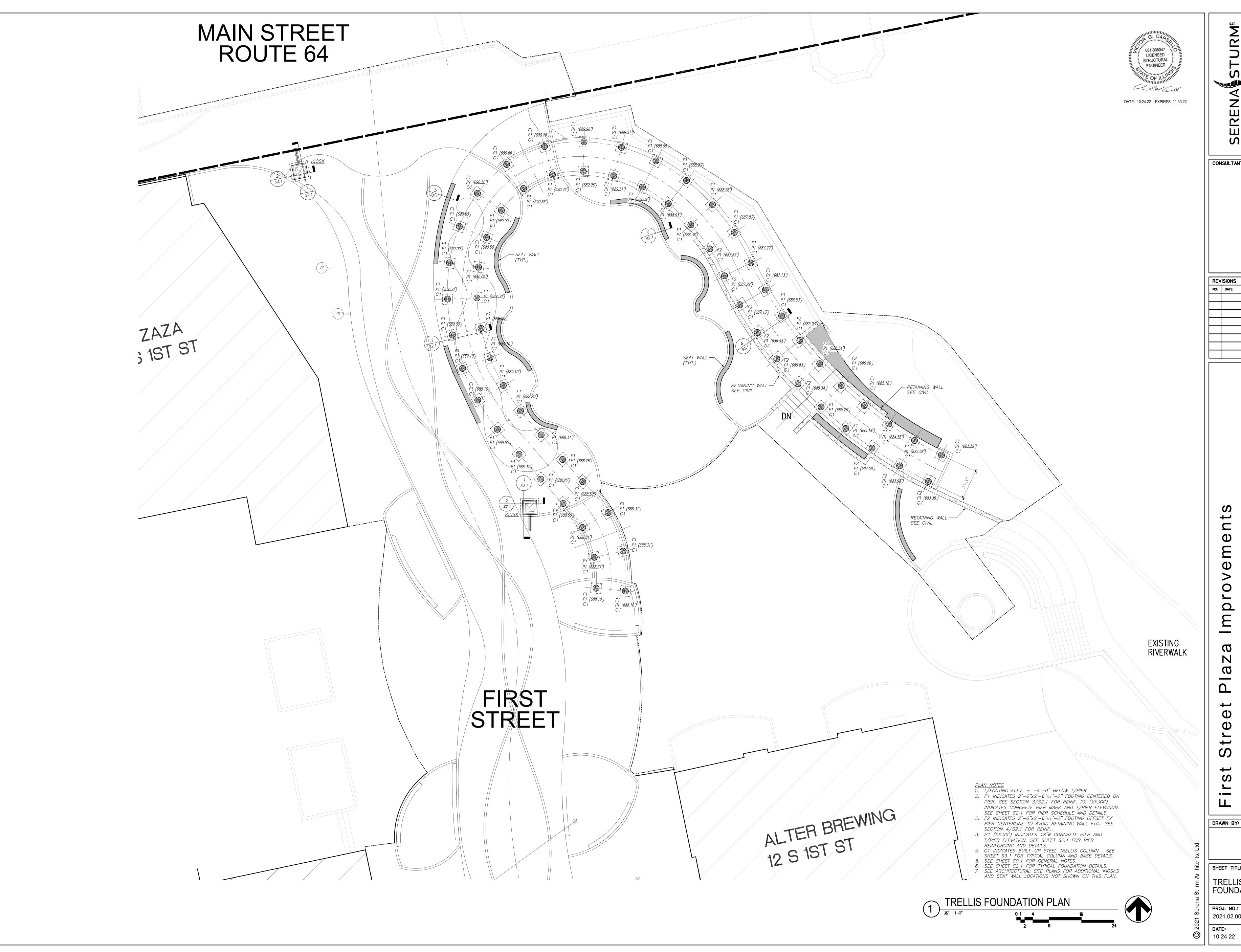
DATE: 10.24.22 EXPIRES: 11.30.22

SHEET TITLE 2021.02.00

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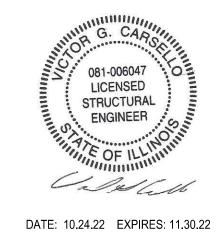


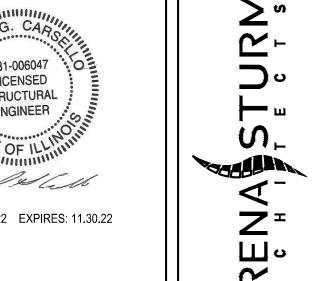
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SHEET TITLE

TRELLIS FOUNDATION PLAN

PROJ. NO.: SHEET NO. 2021.02.00





REVISIONS					
10.	DATE	DESCRIPTION			

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SHEET TITLE

TRELLIS FRAMING PLAN

PROJ. NO.: SHEET NO. 2021.02.00 DATE: O | 10 24 22

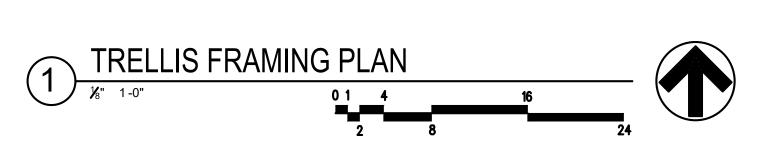
PLAN NOTES

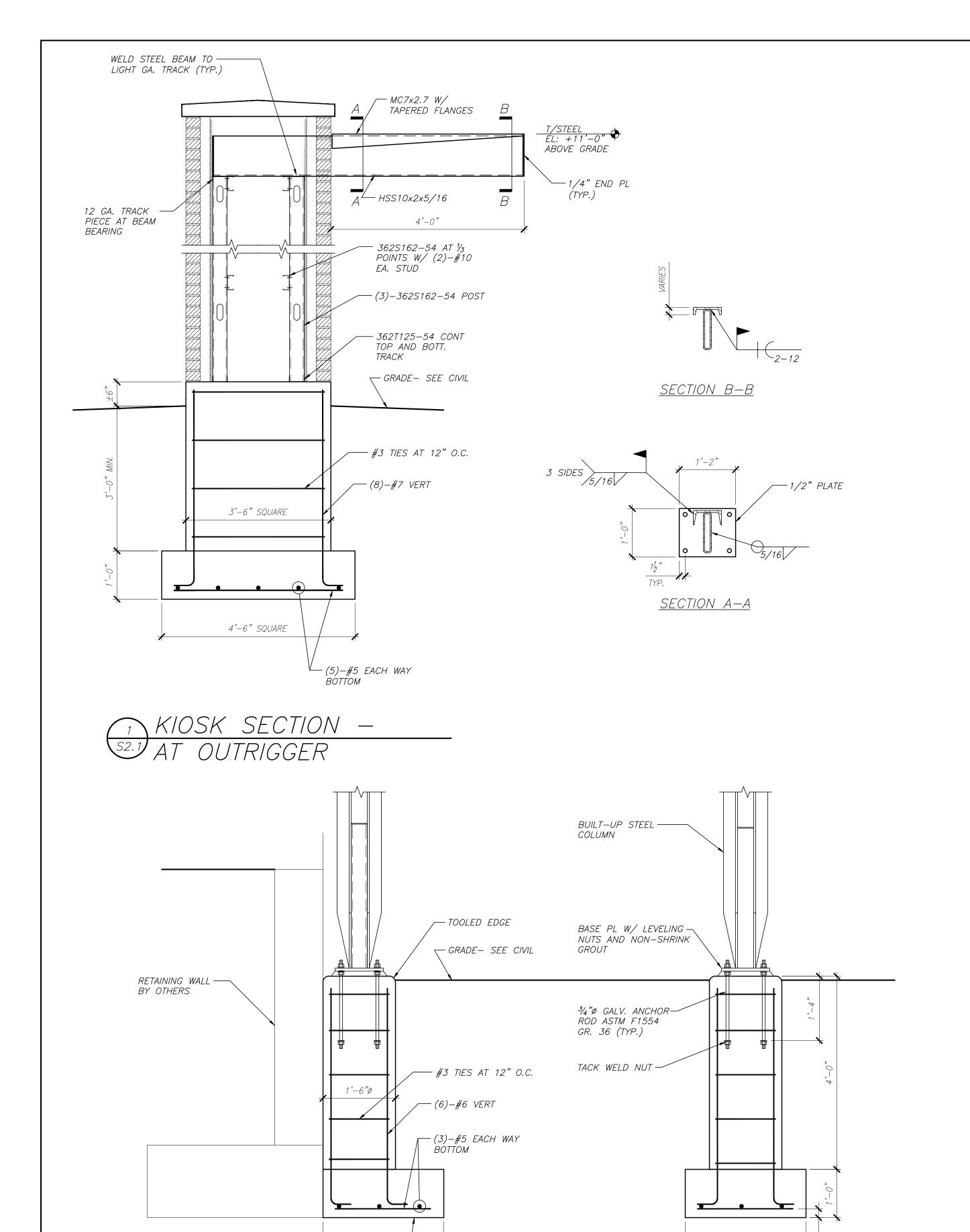
1. T/HSS14 EL. = 702.00' (U.N.O.)

2. E.J. INDICATES HSS14 EXPANSION JOINT. SEE 2/S3.1.

3. SEE SHEET S0.1 FOR GENERAL NOTES

4. SEE SHEET S3.1 FOR TYP. FRAMING DETAILS.



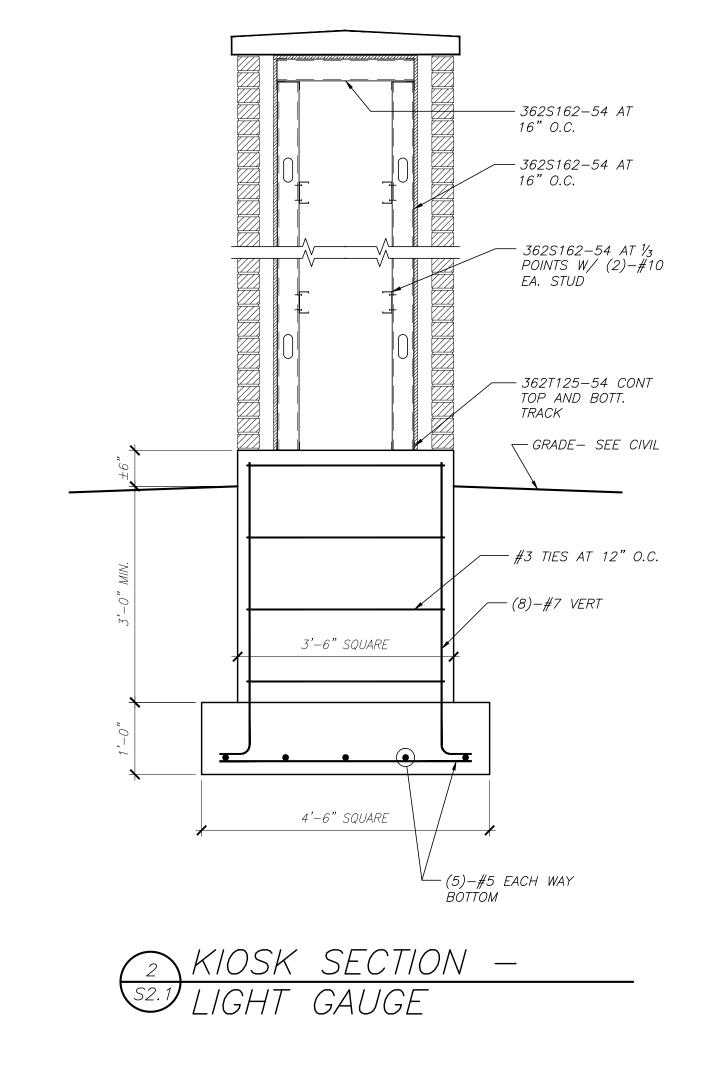


2'-6"

TYP. TRELLIS FNDN

— OFFSET FOOTING

2'-6"



◆ T/CMU WALL EL: SEE PLAN

#5 DWLS AT 24" O.C.

B/FOOTING
EL: 4'-0" BELOW GRADE

— STONE VENEER W/ FULLY GROUTED COLLAR JOINT

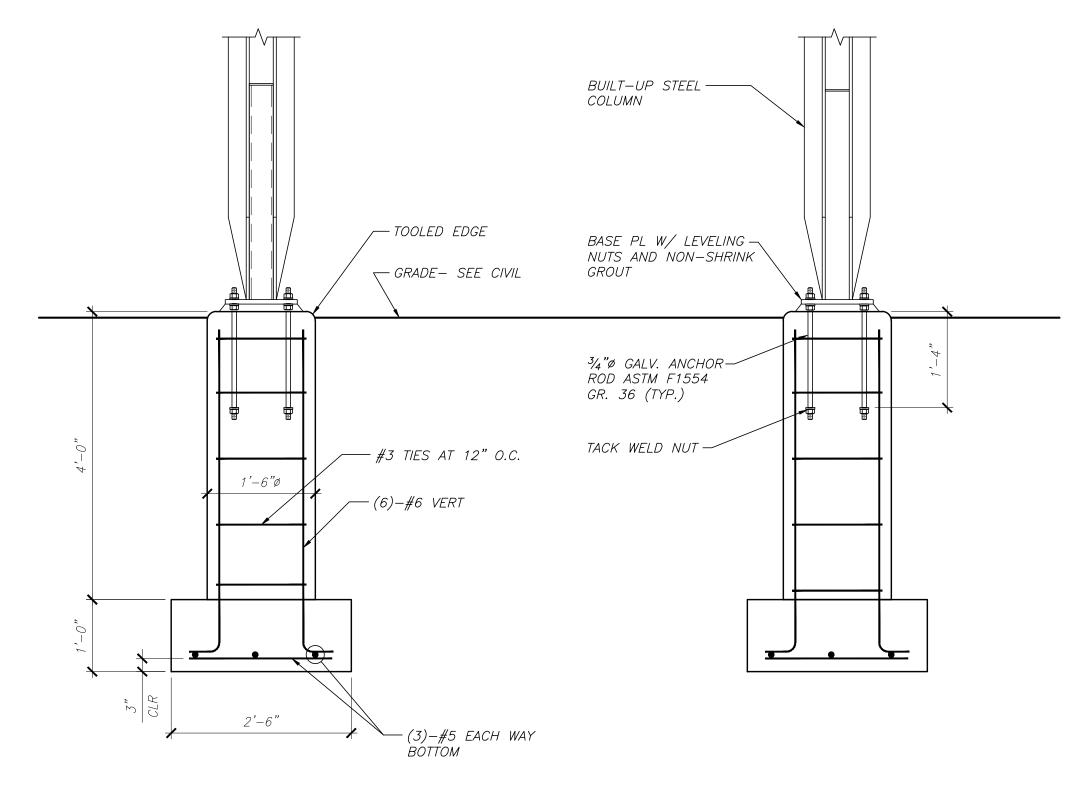
12" CMU

2'-0" U.N.O.

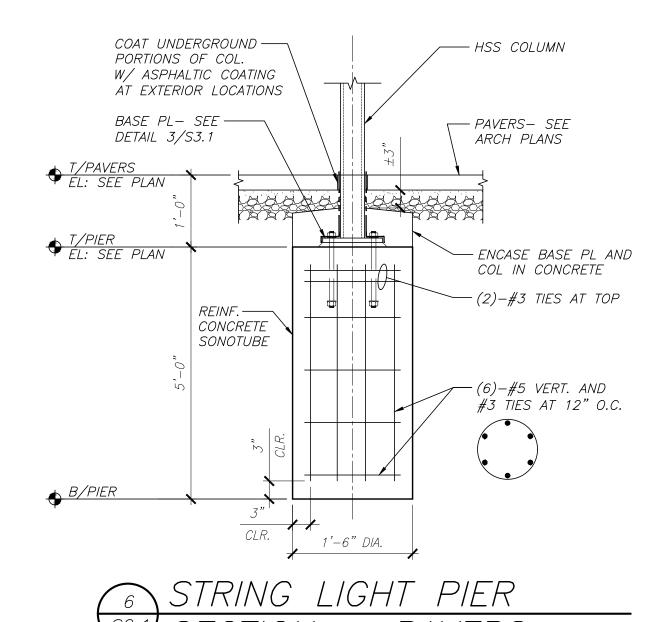
SEAT WALL DETAIL

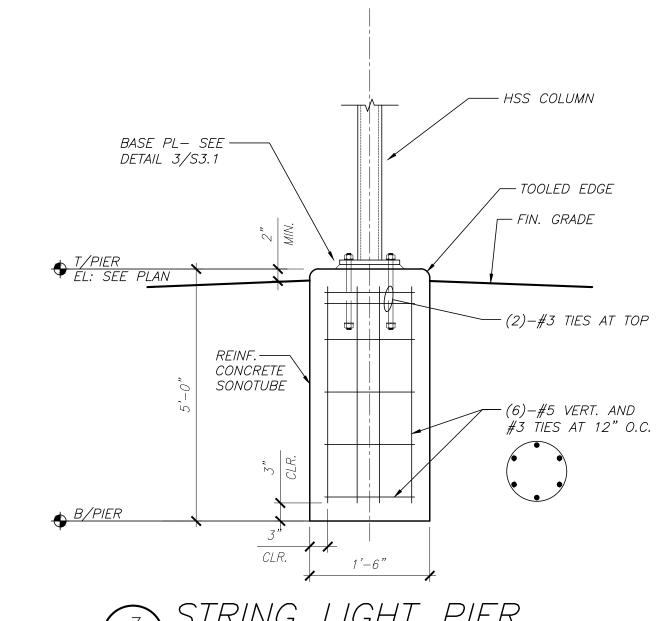
FULLY GROUTED CMU
WALL

2-#5 CONT. BOTTOM









S2.1 SECTION — PAVERS



DRAWN BY: CHECKED BY:

2021.02.00 DATE: 10 24 22

081-006047 LICENSED STRUCTURAL ENGINEER DATE: 10.24.22 EXPIRES: 11.30.22 SHEET TITLE

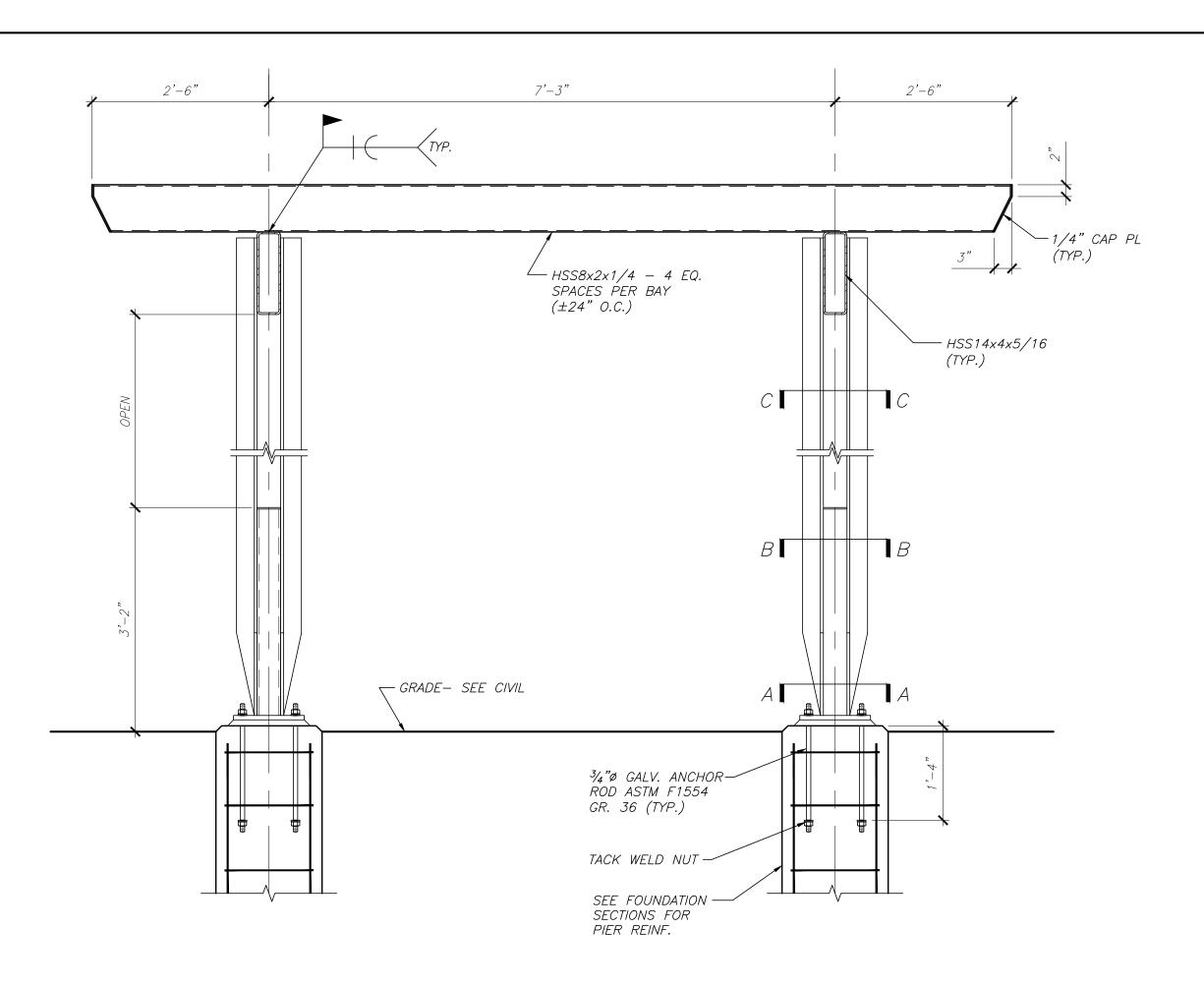
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CONSULTANTS

REVISIONS

NO. DATE DESCRIPTION



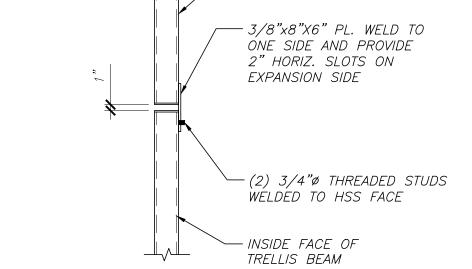
 $\int L5x3.5x /_2$ (TYP.)

TRELLIS NOTES:

1. ALL STEEL TO BE ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS) CATEGORY 1, IN ACCORDANCE WITH THE AISC CODE OF STANDARD PRACTICE (ANSI/AISC 303-16)

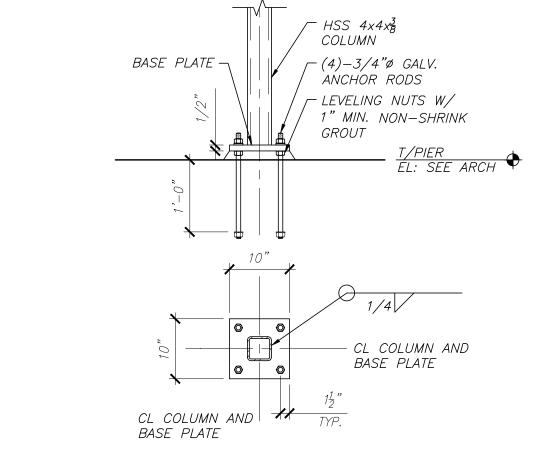
2. SEE ARCH DRAWINGS FOR FINISHED COATING SPECIFICATIONS

3. PROVIDE EXPANSION JOINT IN HSS14x4 BEAMS EVERY ±50' (AT MID-BAYS) PER PLAN. SEE 2/S3.1



— HSS14x4 BEAM





STRING LIGHT

REVISIONS NO. DATE DESCRIPTION

Z

S

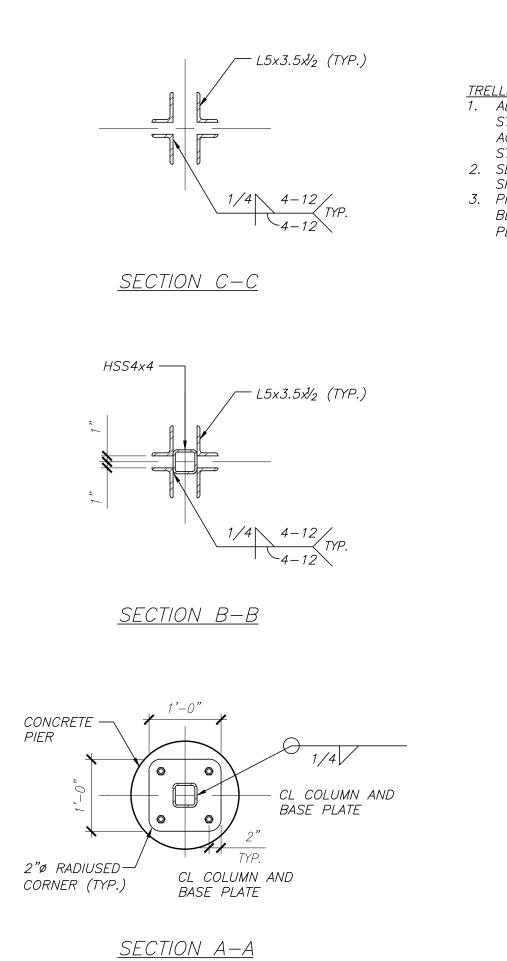
CONSULTANTS

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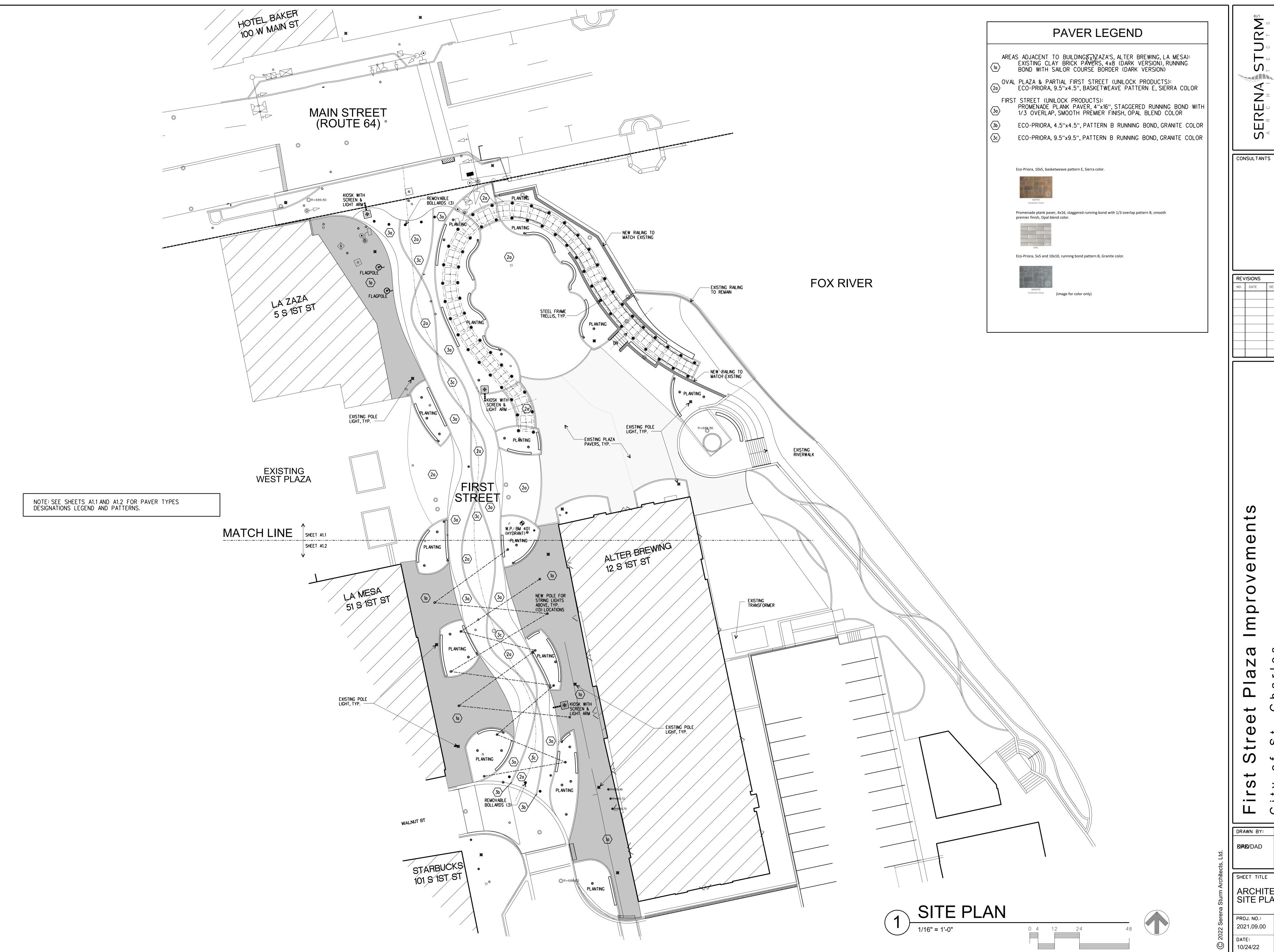
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PROJ. NO.: SHEET NO. 2021.02.00 DATE: 10 24 22

081-006047 LICENSED STRUCTURAL ENGINEER DATE: 10.24.22 EXPIRES: 11.30.22



TYP. TRELLIS SECTION



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SHEET TITLE

ARCHITECTURAL SITE PLAN

SHEET NO. 2021.09.00 A1.0

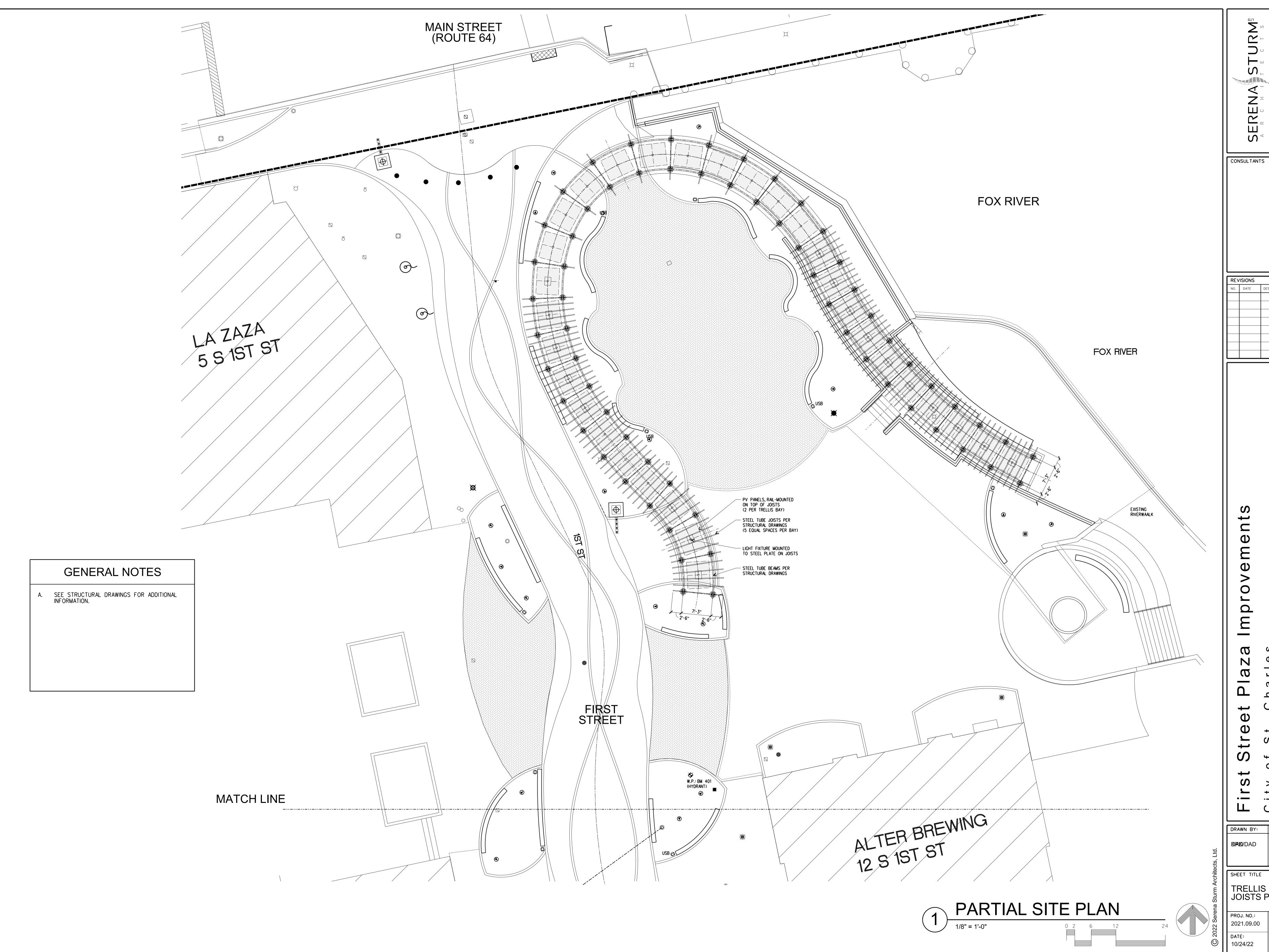


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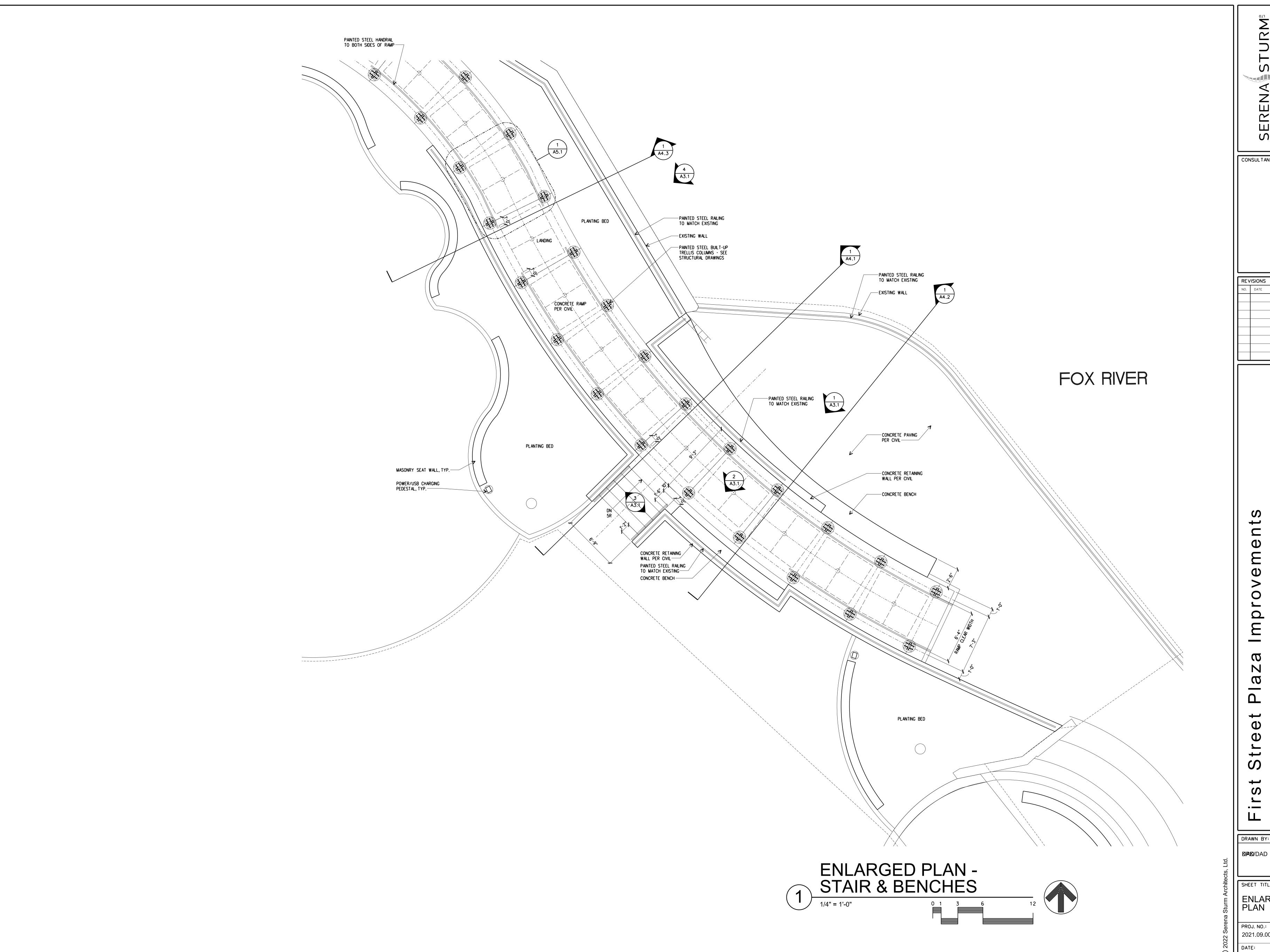
PARTIAL SITE PLAN - NORTH





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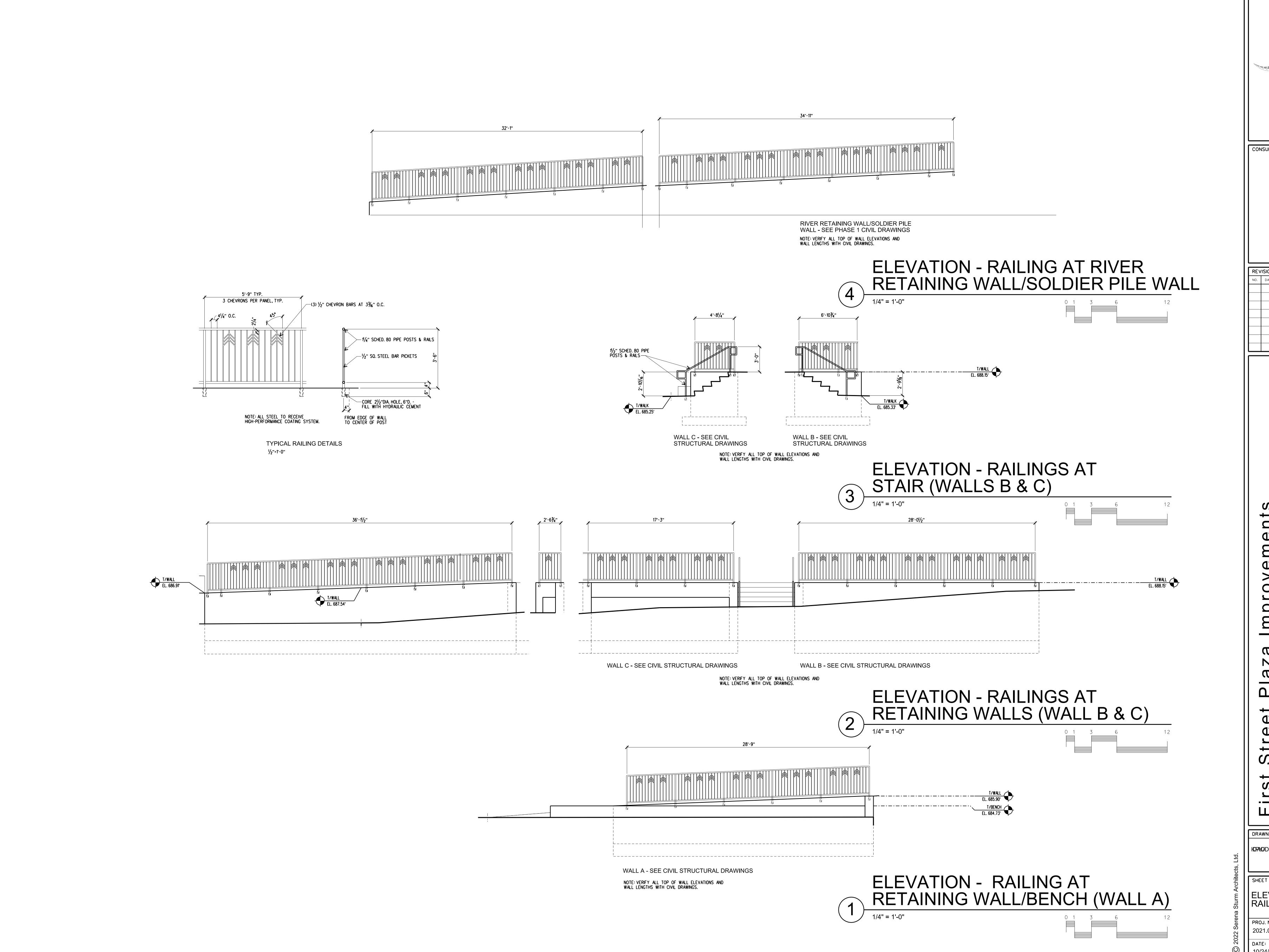
TRELLIS JOISTS PLAN



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SHEET TITLE ENLARGED PLAN

PROJ. NO.: SHEET NO. 2021.09.00 O DATE: 10/24/22



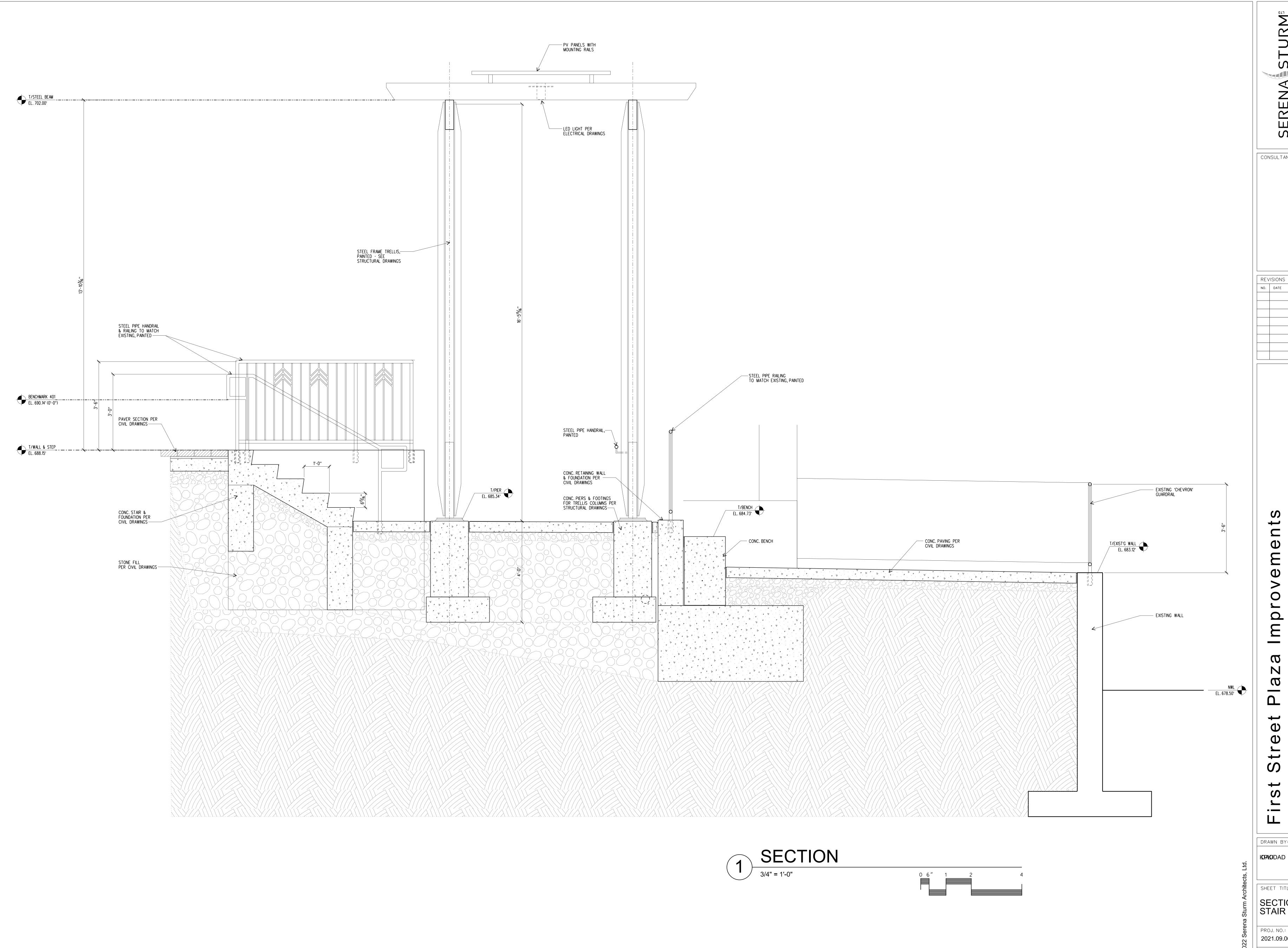
REVISIONS

CHECKED BY: **KOPKO**DAD

SHEET TITLE

ELEVATIONS -RAILINGS

2021.09.00 10/24/22



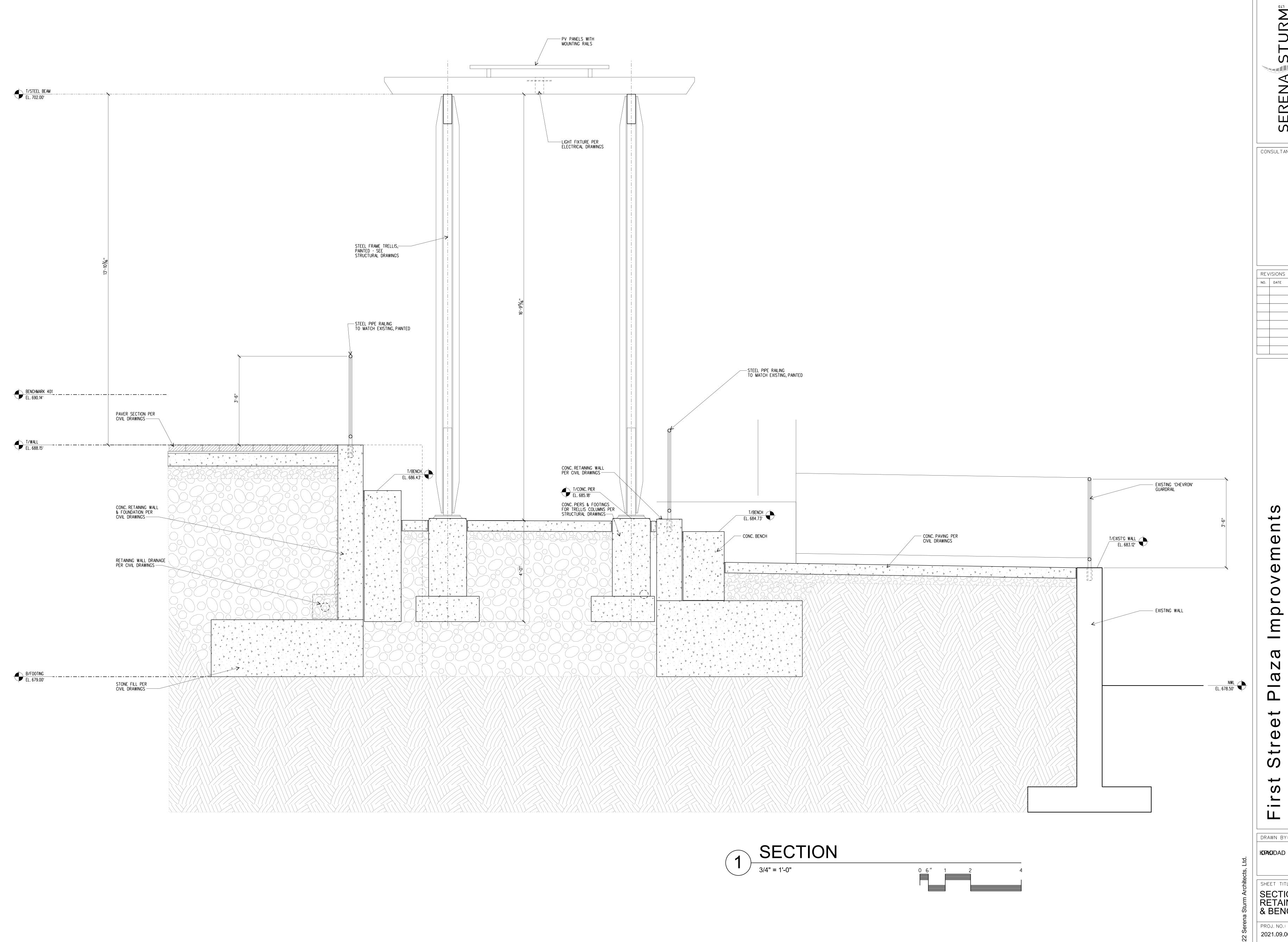
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SHEET TITLE

SECTION AT STAIR & BENCH

PROJ. NO.: 2021.09.00 SHEET NO. O DATE: 10/24/22

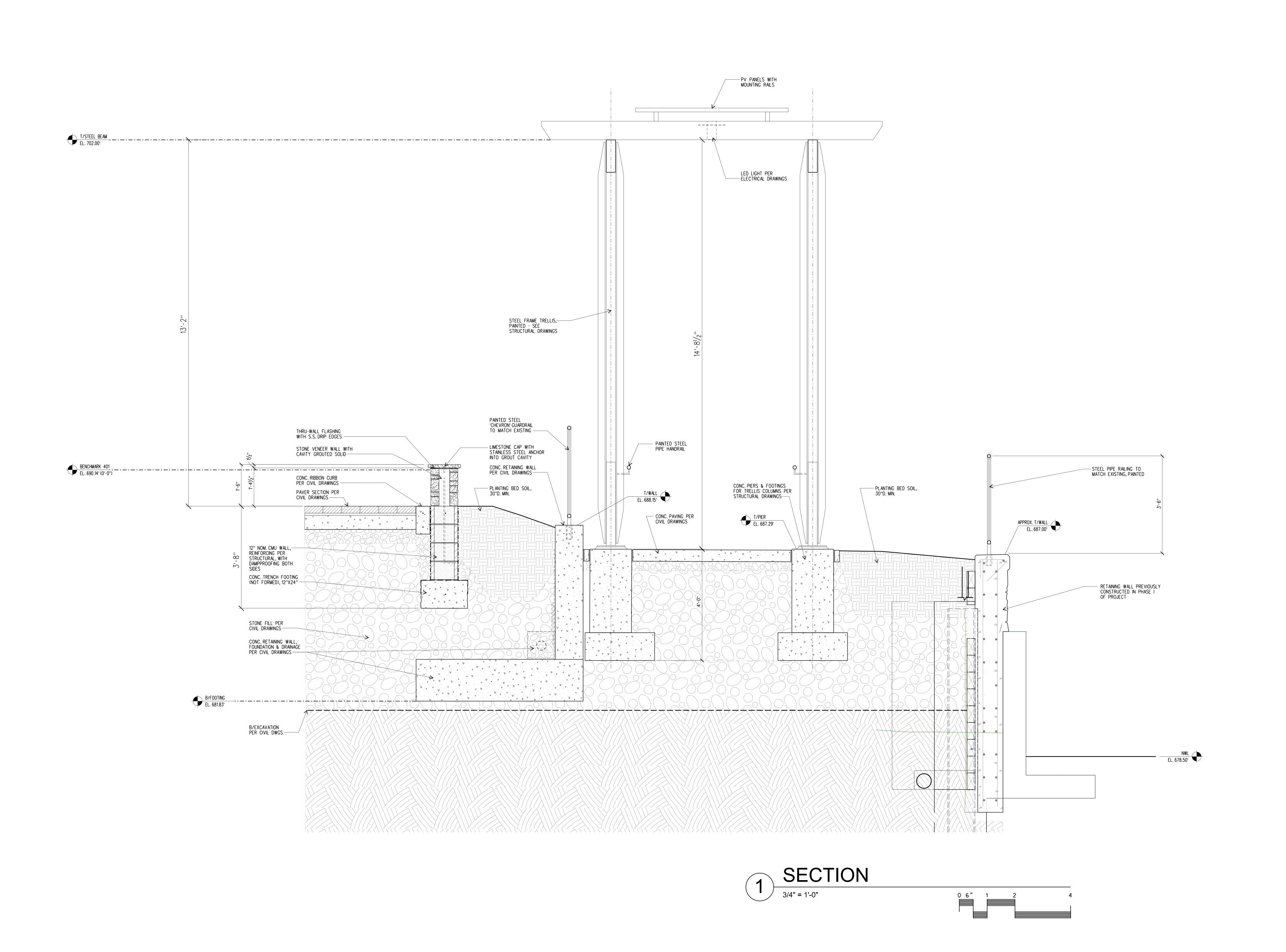


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SHEET TITLE SECTION AT RETAINING WALLS & BENCHES

PROJ. NO.: 2021.09.00 O DATE: 10/24/22



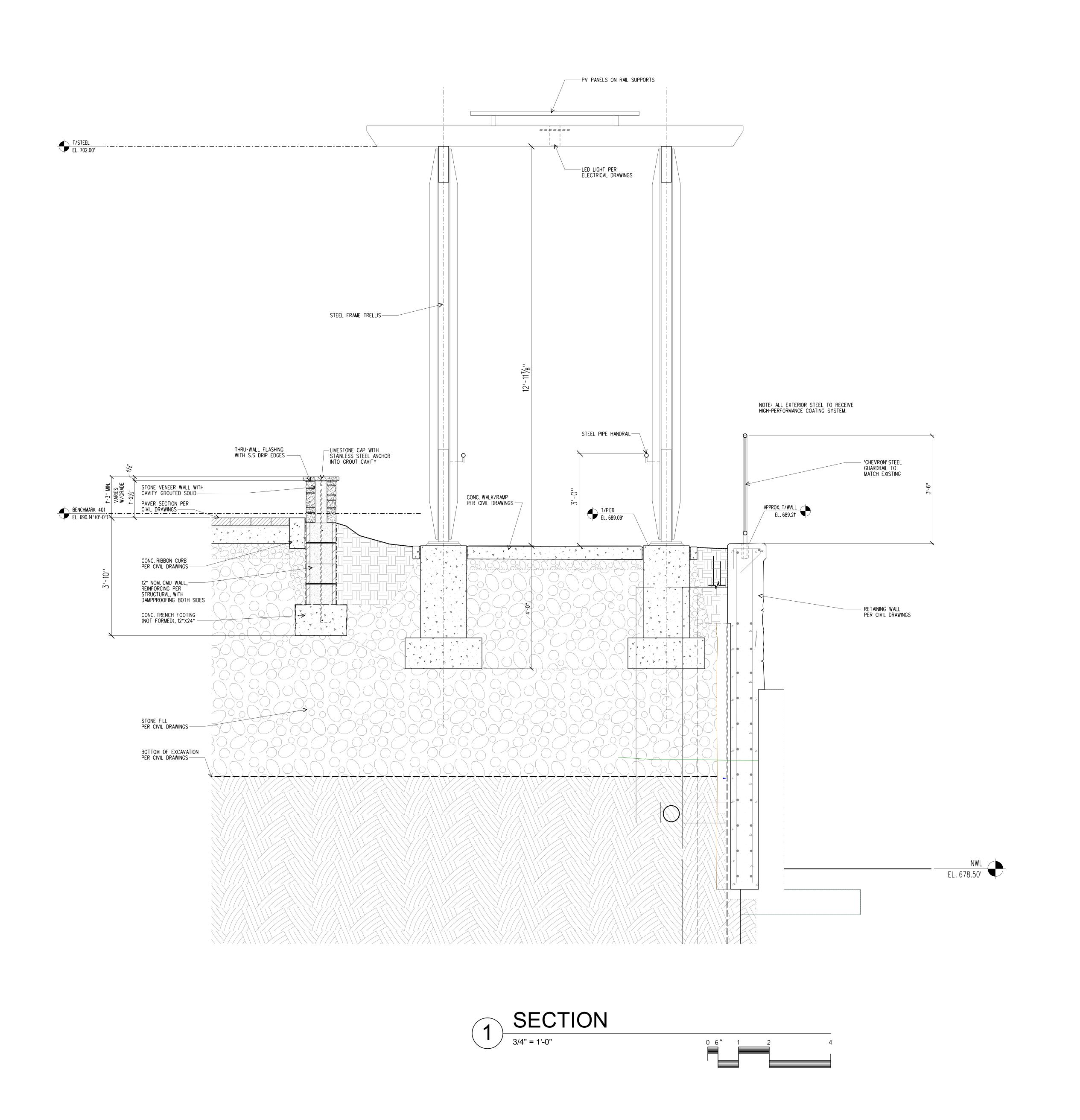
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SHEET TITLE SECTION AT RETAINING WALL & LANDING

PROJ. NO.: 2021.09.00 O DATE: 10/24/22



REVISIONS

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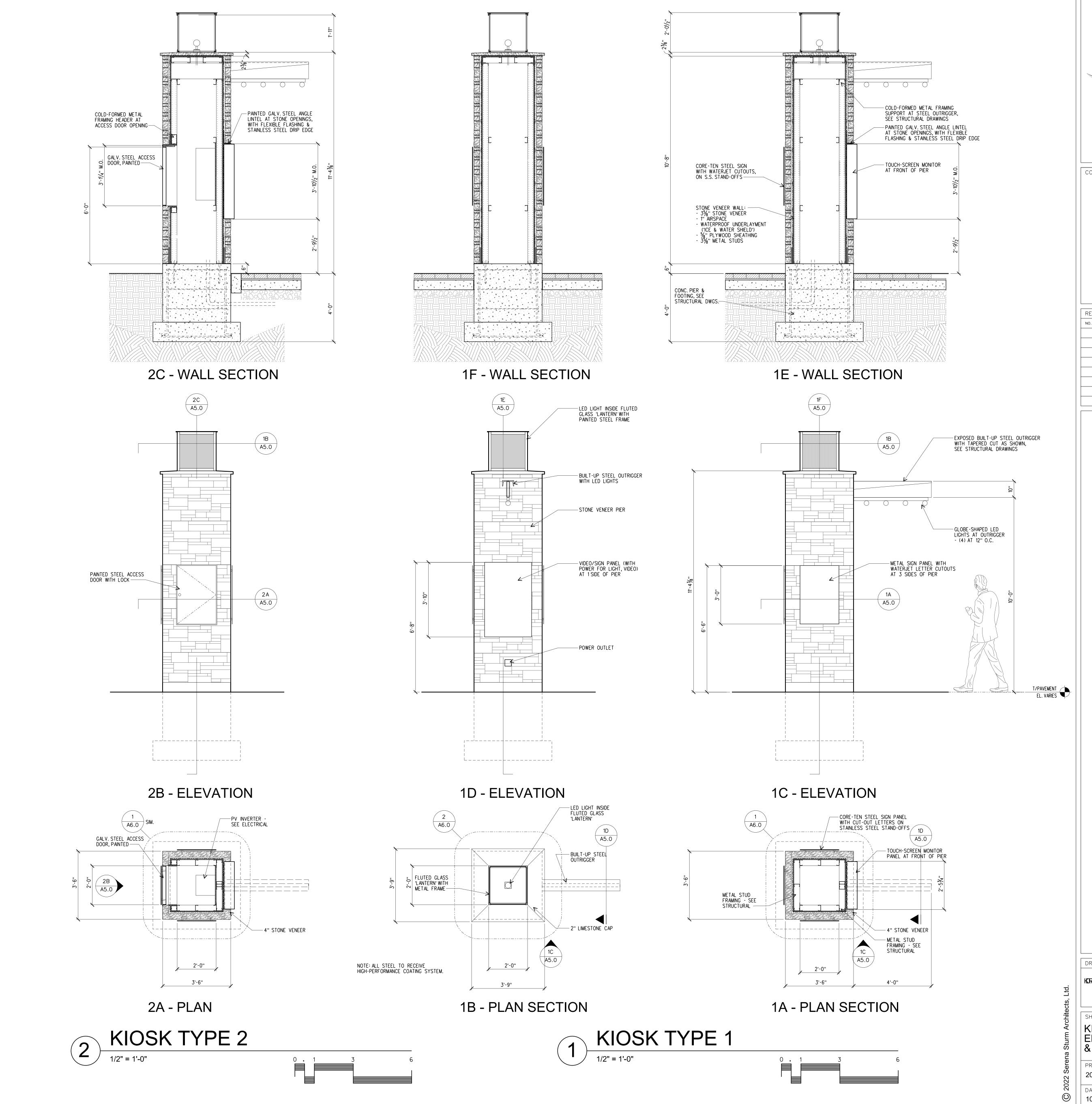
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SHEET TITLE SECTION AT RAMP LANDING

PROJ. NO.: 2021.09.00

SHEET NO. O DATE: 10/24/22



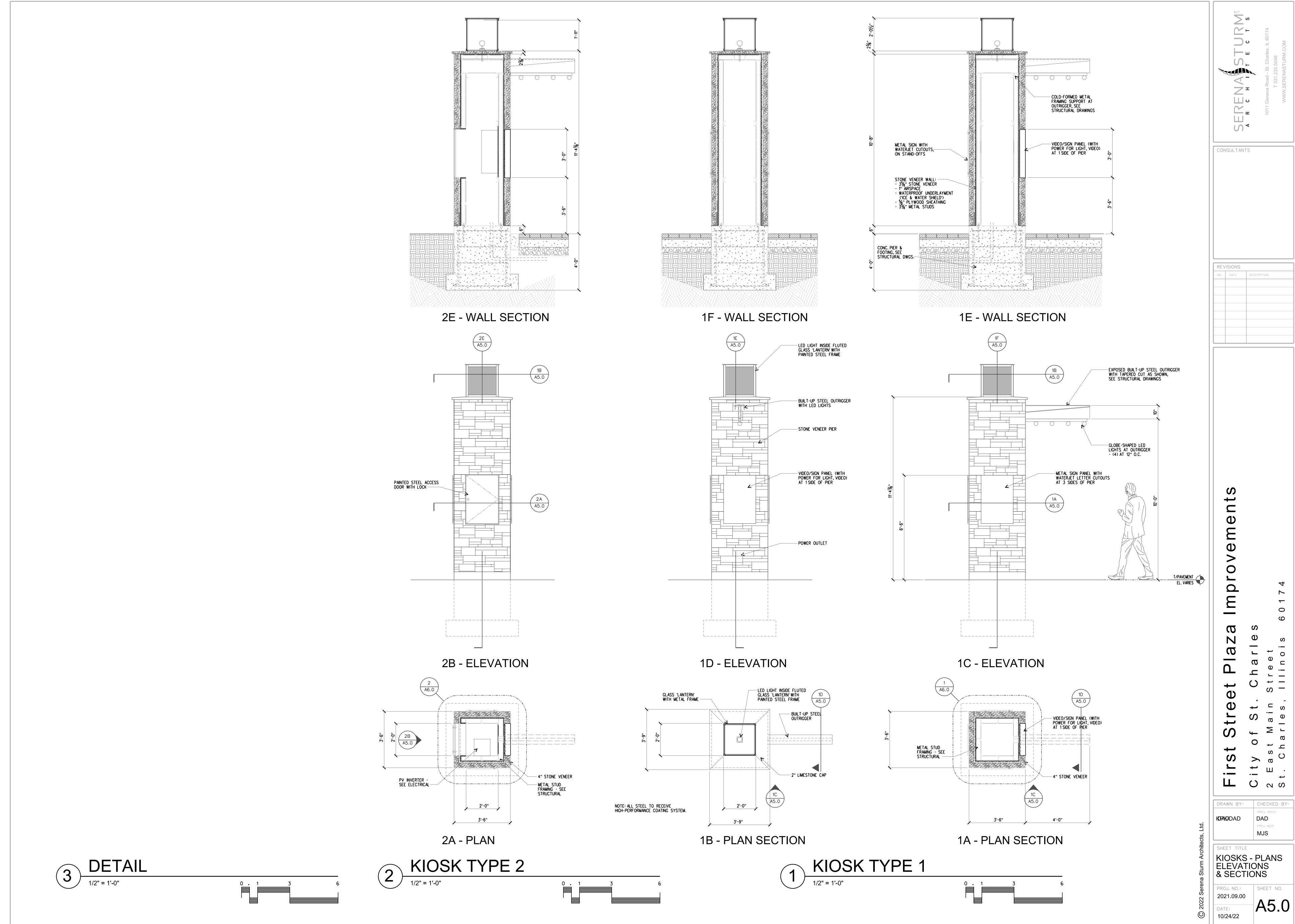
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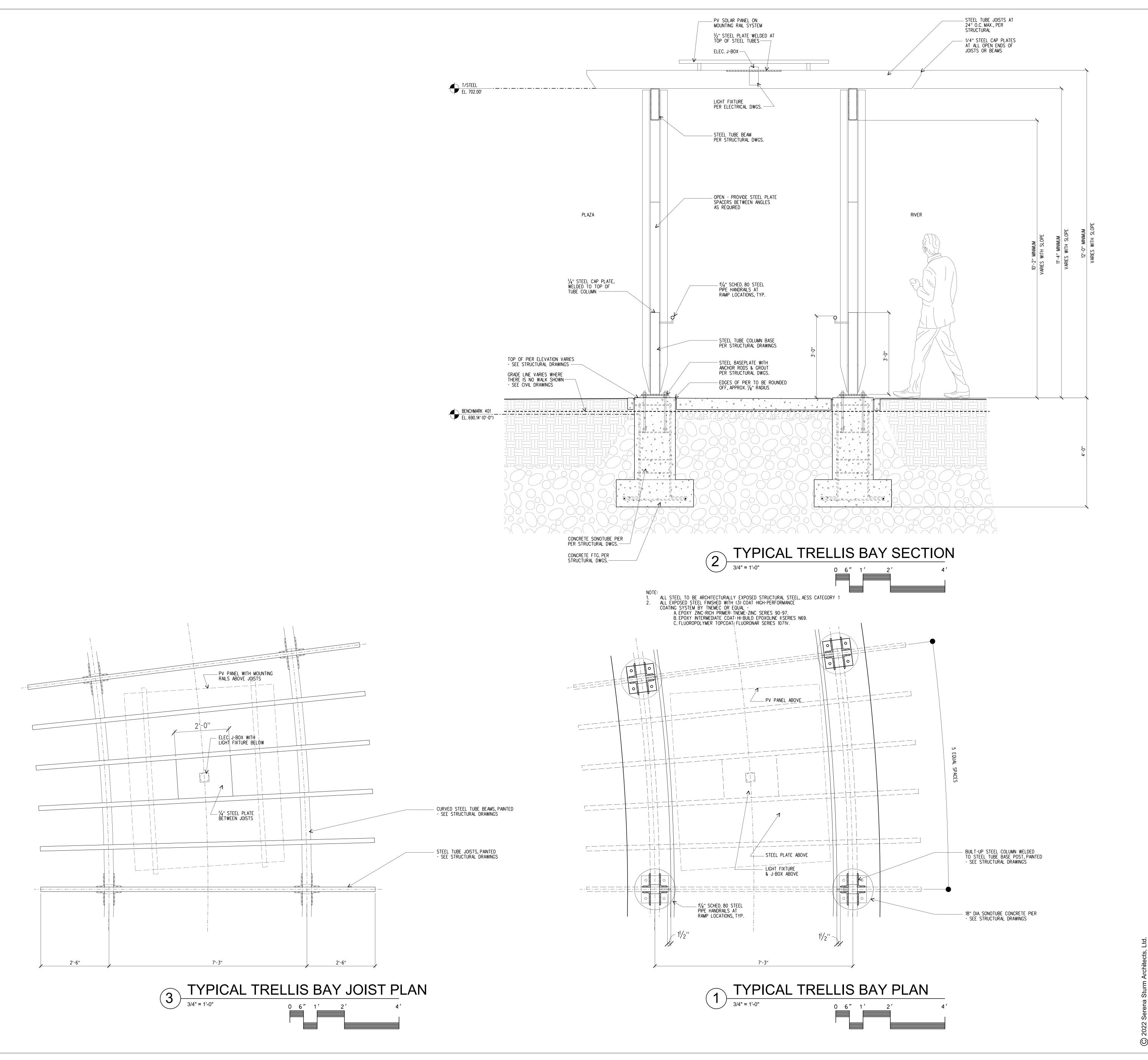
SHEET TITLE KIOSKS - PLANS ELEVATIONS & SECTIONS

PROJ. NO.: SHEET NO. 2021.09.00 A5.0 DATE: 10/24/22



CHECKED BY:

MJS KIOSKS - PLANS ELEVATIONS & SECTIONS SHEET NO.



SERENASE STURME
A R C H I T E C T S

1011 Geneva Road - St. Charles, IL 60174

T 331.235.5048

CONSULTANTS

REVISIONS

NO. DATE DESCRIPTION

rst Street Plaza Improveme ty of St. Charles

DAD

DRAWN BY:

CHECKED BY:

PROJ. ARCH.:

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PROJ. MGR:

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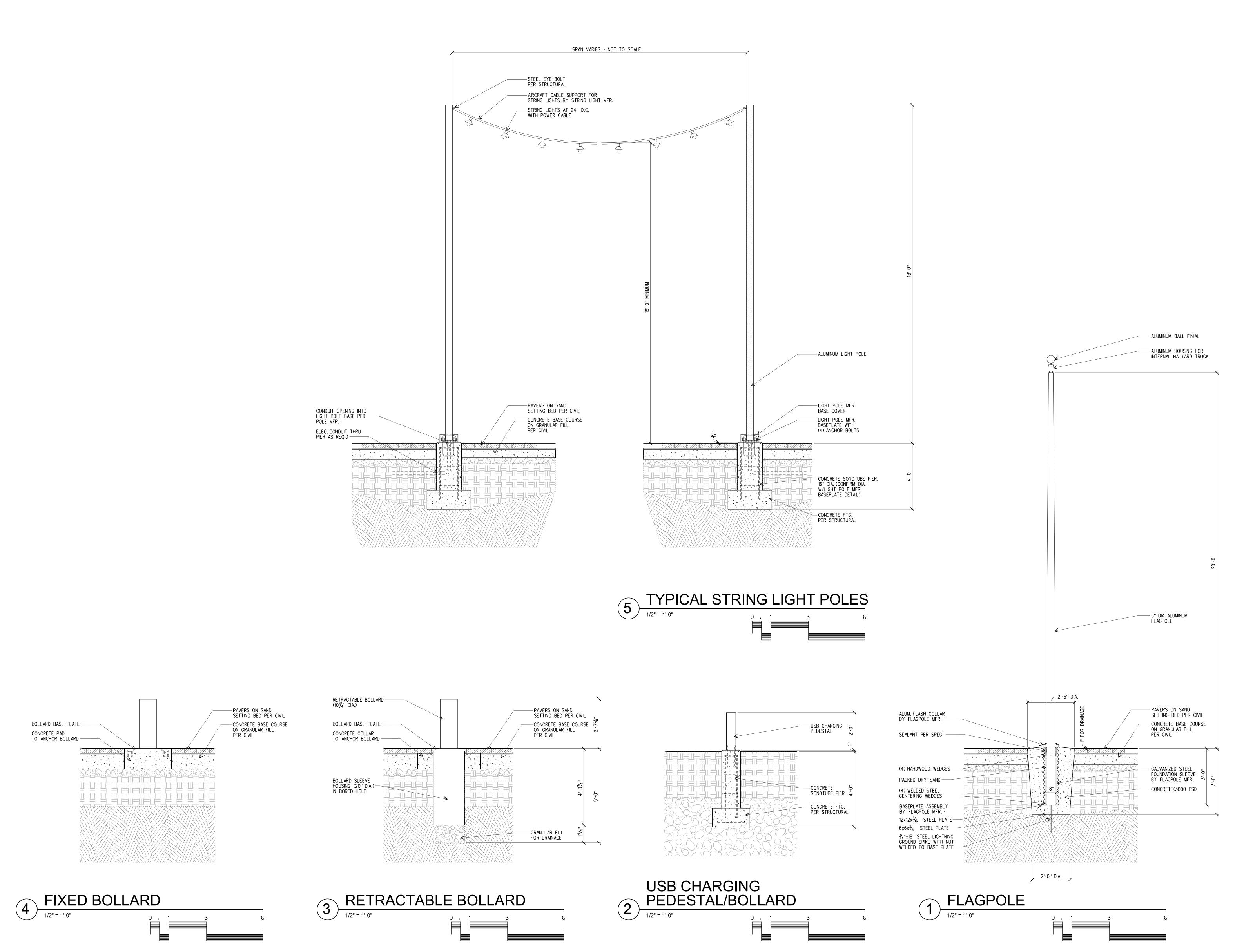
SHEET TITLE

TRELLIS PLANS, ELEVATIONS & SECTIONS

PROJ. NO.: SHEET NO.

2021.09.00

DATE: 10/24/22

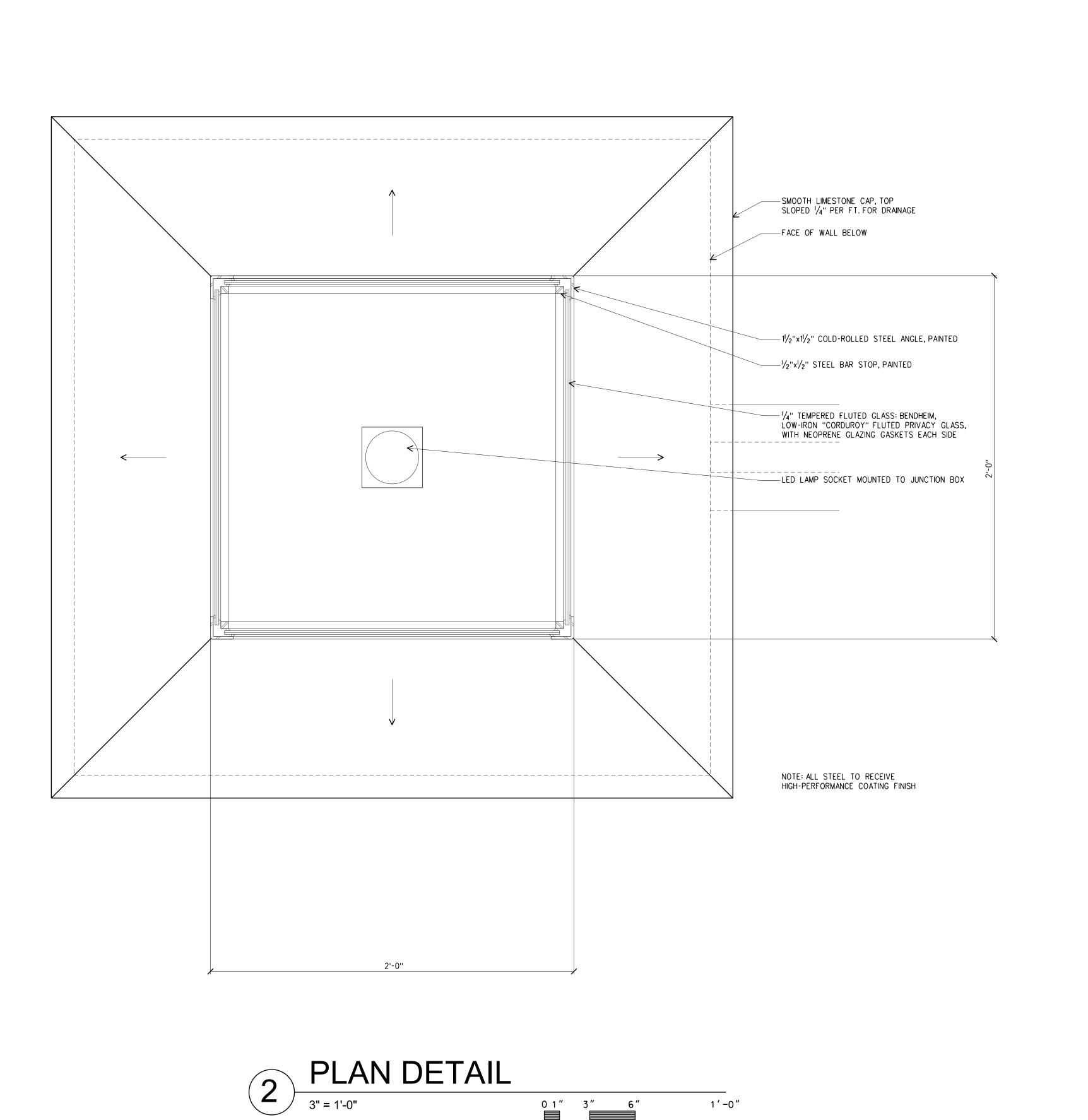


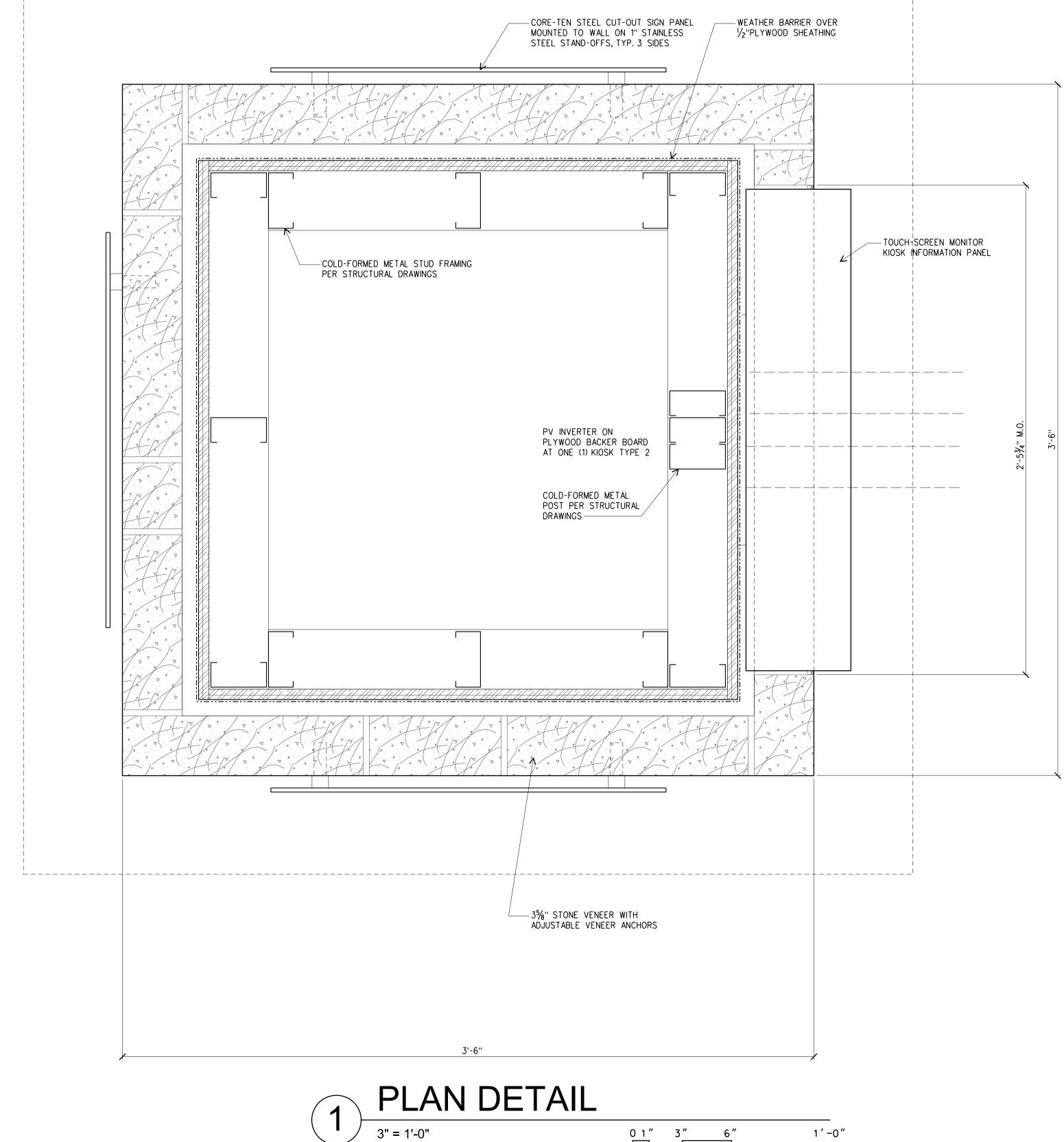
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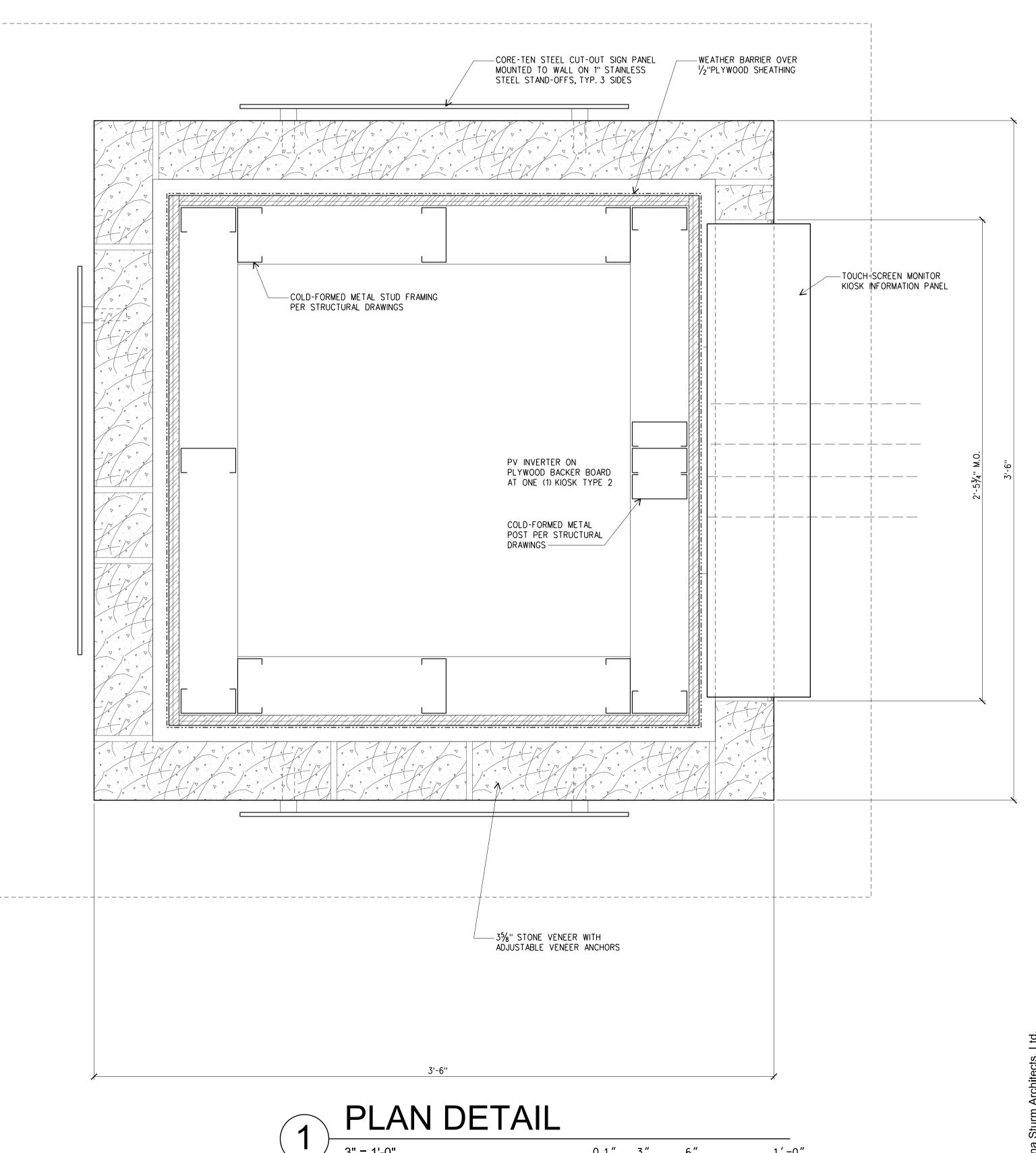
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LIGHT POLES, BOLLARDS, FLAGPOLES SECTIONS

PROJ. NO.: 2021.09.00 DATE: 10/24/22







SHEET TITLE DETAILS

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PROJ. NO.: SHEET NO. 2021.09.00 DATE: 10/24/22

	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item Number: 4					
	Title:	St. Charles Housing Trust Fund Update				
CITY OF ST. CHARLES ILLINOIS + 1834	Presenter:	Ellen Johnson				
Meeting : Planning	& Developm	ent Committee Date : Janua	ary 9, 2023			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: □			

Executive Summary (if not budgeted please explain):

Background & Use

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

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

- 1. Home Rehab & Accessibility Loan Program 0% interest, deferred payment loan for income-eligible homeowners.
- 2. First-Time Homebuyer Loan Program 0% interest, deferred payment loan for income-eligible prospective homebuyers.
- 3. Kane County Affordable Housing Fund development financing to developers of affordable housing.

Projects funded by the Housing Trust Fund:

Project	Funds Used	Year Approved
Home Rehab Loans – 6 total	\$61,557 (\$28,378 paid back due to property sale)	2011-2020
Affordable Housing Fund- 1432 Dean St.	\$59,173 (\$36,921 paid back upon sale)	2018
Affordable Housing Fund- 704 Adams Ave.	\$49,378 (\$29,316 paid back upon sale)	2019
Affordable Housing Fund- 106 Moore Ave.	\$45,361 (\$23,000 anticipated to be paid back)	2020
Net Total Spent	\$97,854	

Current status of the HTF including earmarked funds for the City's existing programs, and anticipated developer contributions:

Balance as of Jan. 2022	\$713,859				
Current Balance	\$1,972,925 (includes \$1.2 million from Springs at St. Charles, received Nov. 2022)				
Earmarked Funds	Home Rehab Program	\$31,500 (available to homeowners)			
Earmarkeu Funus	First-Time Homebuyer Program	\$42,000 (available to homebuyers)			
	Kane County Affordable Housing Fund	\$262,088 (available to developers)			
Net Current Balance	\$1,637,337				
Anticinated Dayslanes	Munhall Glen- IHO fee for 35 remaining homes to be constructed	\$54,422			
Anticipated Developer Contributions- 2023	Charlestowne Lakes- to be paid prior to building permit. Site development work underway.	\$463,693			

Kane County Affordable Housing Fund

The most significant use of the Housing Trust Fund has been the City's participation in the Kane County Affordable Housing Fund. The Affordable Housing Fund (AHF) provides financing to non-profit and for-profit developers for the acquisition, rehab, and/or new construction of affordable homebuyer and rental units in Kane County. The AHF is a combination of funds provided by the US Department of Housing & Urban Development, including Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds. The AHF is administered by the Kane County Office of Community Reinvestment. Developers apply to Kane County for funding under the AHF on an annual basis. The Kane-Elgin HOME Commission reviews developer proposals and approves funding.

In 2018, the City decided to partner with Kane County by contributing a portion of the City's Housing Trust Fund to the Kane County Affordable Housing Fund. This was done in an effort to make City funding available to developers seeking to create affordable housing in St. Charles. Through an Intergovernmental Agreement (Res. 2018-84), the City allocated \$416,000 to the AHF. Those funds have been offered as part of the AHF funding pool since 2018. Projects located in St. Charles which request use of the City's Housing Trust Fund are first reviewed by the Kane-Elgin HOME Commission, followed by review and approval by the St. Charles Housing Commission. County staff administer the funding and oversee projects. The City pays the County a 2.5% administrative fee. The process flow-chart for City involvement with the Affordable Housing Fund is attached.

Since 2018, there projects have been three single-unit projects approved in St. Charles, funded in part by the City's Housing Trust Fund. A total of \$262,088 remains from the initial \$416,000 allocation.

Considerations for Future Use of the Housing Trust Fund

There are several opportunities for continued and future use of the Housing Trust Fund, some of which are as follows:

- 1) **Anthony Place II senior affordable project** Request for additional City funding under the Kane County Affordable Housing Fund. **To be discussed at this meeting as a separate agenda item*.
- 2) Future participation in the Kane County Affordable Housing Fund Allocate additional funds from the Housing Trust Fund to be made available to developers for affordable housing developments. Funds may be allocated for any qualifying type of project or location within the City, or parameters could be placed on the funds to target certain locations, general parts of town (east vs. west side), or specific types of projects. Kane County expects to release its next Call for Projects in June 2023.
- 3) **Reimbursement of Fee Waivers** The Inclusionary Housing Ordinance offers development cost offsets to developers as a means of incentivizing construction of affordable units. This includes waiver of all permit fees, connection fees, and impact fees. The City could investigate use of the Housing Trust Fund to off-set some of the costs of these incentives for affordable developments.

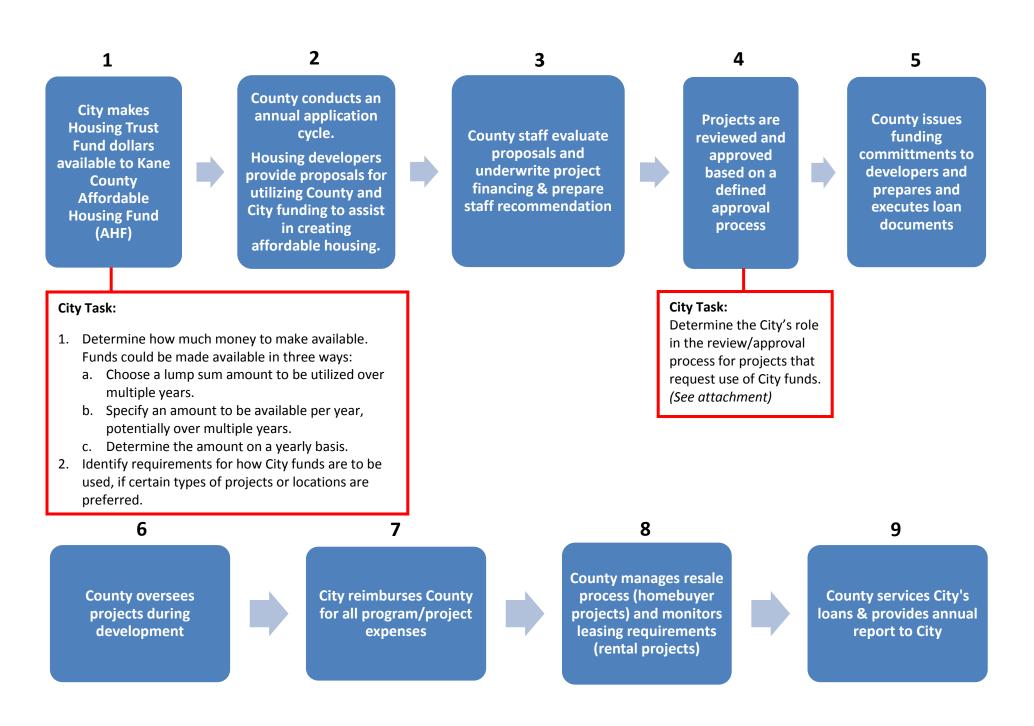
Attachments (*please list*):

Affordable Housing Fund County-City Process Flowchart; Intergovernmental Agreement with Kane County; Housing Trust Fund- City Code Chapter 3.50

Recommendation/Suggested Action (briefly explain):

Provide feedback on future use of the Housing Trust Fund.

Process for Potential City Involvement with Kane County Affordable Housing Fund



Refer to:	
Minutes 6 18 1 8	
Page	

City of St. Charles, Illinois Resolution No. 2018-84

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Intergovernmental Agreement by and between the City of St. Charles and Kane County regarding St. Charles Housing Trust Fund Administration and Management Services

Presented & Passed by the City Council on June 18, 2018

WHEREAS, City, under Chapter 3.50 of the St. Charles Municipal Code, has established a Housing Trust Fund to provide sustainable financial resources to address the affordable housing needs of eligible households in St. Charles by preserving and producing affordable housing, providing housing-related financial support and services to eligible households and providing financial support for not-for-profit organizations that actively address the affordable housing needs of eligible households; and

WHEREAS, the City has previously established a Home Rehab and Accessibility Loan Program, the program description of which is attached hereto and incorporated herein as Exhibit "A", to assist income-eligible St. Charles homeowners to make necessary repairs and improvements to their homes; and

WHEREAS, the City desires to establish a First-Time Homebuyer Loan Program, the program description of which is attached hereto and incorporated herein as Exhibit "B", in order to provide opportunities for affordable home ownership to income-eligible families seeking to purchase a home in St. Charles; and

WHEREAS, the Kane County Board has established the Affordable Housing Fund, a combination of funds provided by the U.S. Department of Housing and Urban Development and other sources, to provide gap financing for the preservation and/or development of affordable housing in Kane County; and

WHEREAS, the City desires to contribute resources from the St. Charles Housing Trust Fund into the Affordable Housing Fund to be made available for projects located within the St. Charles corporate limits; and

WHEREAS, the City desires to partner with the Kane County Office of Community Reinvestment for services related to administration and management of the Home Rehab and Accessibility Loan Program, the First-Time Homebuyer Loan Program, and the City's contributions into the Affordable Housing Fund.

NOW THEREFORE, be it resolved by the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

- 1. That the Mayor and City Clerk be and the same are hereby authorized to execute an Intergovernmental Agreement between the City of St. Charles and Kane County, in substantially the form attached hereto and incorporated herein as Exhibit "C", by and behalf of the City of St. Charles.
- 2. That the City hereby grants authority to the St. Charles Housing Commission to review and approve financing for projects under the Kane County Affordable Housing Fund located within the St. Charles corporate limits.
- 3. That the City hereby allocates \$500,000 from the St. Charles Housing Trust Fund as follows: \$42,000 to the Home Rehab & Accessibility Loan Program, \$42,000 to the First-Time Homebuyer Loan Program, and \$416,000 to the Affordable Housing Fund.

PRESENTED to the City Council of the City of St. Charles, Illinois this 18th day of June 2018.

PASSED by the City Council of the City of St. Charles, Illinois, this 18th day of June 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 18th day of June 2018.

Raymond P. Rogina, Mayor

ATEST

Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes: 8
Nays: 0
Absent: 2
Abstain: 0

Exhibit "A"

Program Description – Home Rehab and Accessibility Loan Program

CITY OF ST. CHARLES FIRST-TIME HOMEBUYER LOAN PROGRAM JUNE 2018

PROGRAM OVERVIEW

The City of St. Charles is committed to promoting the availability of attainable housing in the community. Purchasing a home in St. Charles is often out of reach for first-time homebuyers due to the market values of St. Charles' housing stock as well as the need for a downpayment. In an effort to make purchasing a home in St. Charles more affordable for local families, the City offers a downpayment assistance program for first-time homebuyers. Funding for this program will be provided by the St. Charles Housing Trust Fund.

Program Name	ram Name Program Description		Type of Loan
Program (the "program")	apply for the Kane County program. \$10,000 in	Maximum of	0% Interest deferred- payment loan with repayment at the time of sale or transfer of deed

ELIGIBILITY

The following criteria will determine applicant eligibility:

- 1. <u>Income</u>: The annual gross household income of the applicant's household may not exceed the income limits established below.
- 2. <u>Status</u>: The applicant(s) must satisfy HUD's definition of a first-time homebuyer, meaning the applicant(s) may not have owned a home for the past three years.
- 3. <u>Residency</u>: The applicant(s) must currently live or work in Kane County and must have lived or worked in Kane County for at least one year at the time of closing.
- 4. Location:
 - a. The property to be purchased must be within the City of St. Charles corporate limits.
 - b. The property to be purchased may not be located in the 100-year floodplain.
- 5. <u>Unit Type</u>: The property to be purchased may be a single-family detached unit, condominium unit, or townhome unit.
- 6. <u>Purchase Price</u>: The maximum purchase price for an existing home is \$206,000. The maximum purchase price for a new home is \$224,000. (Values effective 3/1/2017)
- 7. Ownership: The person(s) receiving the loan must plan to live within the dwelling unit, and not rent the unit to other persons.
- 8. <u>Downpayment Contribution</u>: The applicant(s) must contribute a downpayment of at least 1% of the purchase price of the home to be purchased.
- 9. <u>Homebuyer Education</u>: The applicant(s) must successfully complete a homebuyer education course from a HUD certified agency.

- 10. <u>Mortgage Approval</u>: The applicant(s) must have obtained approval for first mortgage financing that comply with the guidelines established by the Kane County's First Time Homebuyer Program.
- 11. <u>Home Inspection</u>: The property to be purchased must pass a general home inspection and a lead-based paint inspection conducted by a Kane County inspector.

INCOME LIMITS

Annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: http://www.ihda.org):

Chicago Metro Area Income Limits by Household Size at 80% Area Median Income								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
2017 Income Limits (80% AMI)		\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450

Exhibit "B"

Program Description – First-Time Homebuyer Loan Program

CITY OF ST. CHARLES HOME REHAB AND ACCESSIBILITY LOAN PROGRAM JUNE 2018

PROGRAM OVERVIEW

The City of St. Charles is committed to preserving and maintaining its affordable housing stock. In response to this commitment, the City offers a home rehab program to income-eligible homeowners. This program offers zero-interest, deferred payment loans to qualified households to maintain the quality of the affordable housing stock and help distressed homeowners in need. Funding for this program is provided by the St. Charles Housing Trust Fund.

Program Name	Program Description	Available Funds	Type of Loan
Loan Program (the "program")	program are considered in the following circumstances:	\$10,000 per	0% Interest deferred- payment loan with repayment at the time of sale or transfer of deed

ELIGIBLE IMPROVEMENTS

- Improvements and modifications for physically disabled persons, including but not limited to: grab bars and railings; motorized chair lifts; doorway widening; walk-in showers; accessible toilets; shower seats; ramps; bed rails; and lowered countertops.
- Repairs/improvements to mechanical, heating, plumbing, structural, and electrical systems.
- Exterior painting.
- Improvements to building security.
- Termite damage repair.
- Drainage improvements.
- Yard clean-up.
- Repairs or replacement of roofing.
- Insulation.
- Exterior work that will improve overall neighborhood appearance.
- Windows in need of repair or replacement.

INELIGIBLE IMPROVEMENTS

- Additions/upgrades to existing structure or component parts, i.e. window upgrades (Bay Window), room additions, etc. (except to provide access to persons with disabilities).
- · Purchase or repair of furnishings.
- Purchase of land/real property.
- Construction/repair of swimming pools or hot tubs.

- Appliances
- Improvements to common elements of association owned or managed property.

RESIDENTIAL REHABILITATION PRIORITIES

The following priority system will be used to classify rehabilitation work needed for each property. The following priority system is in descending order of priority. Category A represents the highest priority items, and Category D represents items of lowest priority.

Category A - Health & Safety items

Category A consists of code violations and repair of the major systems that threaten the health and safety of the resident (e.g., basic structural, mechanical, electrical, heating and/or plumbing systems).

Category B - Incipient Code Violations

These items include those elements of the structure which are not in violation of the code but appear to be in a condition that will deteriorate into a code violation if left uncorrected (e.g., hot water heater or boiler of 30 or 40 years of age which may have given some minor problem in the recent past). If sufficient dollars are available to address more than the Category A items, then Category B improvements shall be undertaken to the extent of financial feasibility.

Category C - Energy Conservation Items

These items are directly related to the conservation of energy by upgrading the dwelling's thermal protection such as new windows, new doors, and insulation which may be undertaken if sufficient dollars have been available to address Category A and B items.

Category D - General Property Improvements

These work items constitute improvements which can be made to the property, but are not vital to health and safety of the resident. Examples could include yard maintenance, exterior painting, air conditioning, improvements and modifications for physically disabled persons. These items can be considered property improvements after Categories A through C have been addressed and subject to staff approval.

ELIGIBILITY

The following criteria will determine applicant eligibility:

- 1. <u>Income</u>: The annual gross household income of the applicant household may not exceed the income limits established below.
- 2. Location: The subject property must be within the City of St. Charles corporate limits.
- 3. Home Value: The value of the applicant's home may not exceed \$294,515.
- 4. Type of Unit: The unit must be an owner-occupied residential property.
- 5. Ownership: The person receiving the loan must live within the dwelling unit, and not rent this unit to other persons.

INCOME LIMITS

The annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: http://www.ihda.org). The Household Value Limitation is set at the most recent FHA Mortgage Limit for Kane County (source: https://entp.hud.gov/idapp/html/hicostlook.cfm).

Owner Occupied Affordability Chart For Chicago Metro Area 80% of Area Median Income								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
2017 Income Limits (80% AMI)		\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450
Household Value Limitation				\$ 294	1,515			

Exhibit "C"

Intergovernmental Agreement between the City of St. Charles and Kane County regarding St. Charles Housing Trust Fund Administration and Management Services

Intergovernmental Agreement St. Charles Housing Trust Fund Administration and Management Services

THIS AGREEMENT, made and entered into this <u>18</u> day of <u>June</u>, 2018, by and between the City of St. Charles, an Illinois municipal corporation (the "City"), and Kane County, a body corporate and politic (the "County"), which are collectively known as "the parties."

WITNESSETH:

WHEREAS, the City has established a Housing Trust Fund for the purpose of providing and preserving affordable housing within its jurisdiction for the benefit of current and future residents; and

WHEREAS, the City has also established a Housing Commission, which is charged with assisting the City in the operation and implementation of the Housing Trust Fund; and

WHEREAS, the County, through its Office of Community Reinvestment, has received annual allocations of federal funding to support various housing and community development initiatives since 1998 and has successfully developed and implemented those initiatives; and

WHEREAS, the Office of Community Reinvestment has the experience and qualifications to assist the City with the administration of programs approved by the City utilizing its Housing Trust Fund; and

WHEREAS, the City has determined it to be in its best interest to obtain program management services from the Office of Community Reinvestment for the effective implementation of programming under its Housing Trust Fund; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;" and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois provides in part as follows:

"Section 3. Intergovernmental cooperation. Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law."

"Section 5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;" and

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized in Chapter 65 of the Illinois Compiled Statutes (known as the "Illinois Municipal Code"), and Chapter 55 of the Illinois Compiled Statues (known as the "Illinois Counties Code").

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between the City and County as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement in their entirety as though fully set forth herein.

2. SCOPE OF SERVICES

The County shall provide affordable housing services on behalf of, and within the corporate limits of, the City. In general, these services shall include the provision of housing rehabilitation assistance to eligible homeowners, first-time homebuyer assistance to eligible homebuyers, and financing for the development or redevelopment of units of affordable housing, all of which shall be funded by the City's Housing Trust Fund. The specific duties and responsibilities to be performed by the County are outlined in Attachment A, "Scope of Services" (hereinafter referred to as the "Services"). Any other provisions of this Agreement or the attachments hereto notwithstanding, the City shall have and retain sole discretion and authority in selecting the projects and activities to be funded by the City's Housing Trust Fund and the administration of any such projects and activities.

3. WORK PRODUCTS

All work products prepared by the County pursuant hereto including, but not limited to, reports, studies, plans, and recommendations shall be the property of the City and shall be delivered to the City, in both hard and electronic formats, upon request of the City. The County may retain copies of such work products for its records.

4. **PAYMENTS TO THE COUNTY**

A. The City shall make periodic payments to the County for the Services provided under this Agreement, according to the budget established in Attachment B, "Budget for Housing Trust Fund Activities." Such payments shall be for the reimbursement of expenses associated with the housing activities and program management services

outlined in Attachment A.

- B. The total of all payments made by the City to the County shall not exceed \$500,000.00 unless modifications to this Agreement are authorized in writing by the City and County by way of written amendment to this Agreement.
- C. Additional services provided by the County which are not described herein require prior written approval of the City and County and shall be compensated according to terms agreed upon in such written approval.

5. **INVOICES**

- A. The County shall submit invoices not more often than monthly in a format approved by the City. The County shall provide the City with progress reports with the submission of invoices.
- B. The County shall maintain records documenting the expenses incurred for the completion of the Services. The County shall permit representatives of the City to inspect and audit all data and records of the County for work performed under this Agreement. The County shall retain and make these records available to the City at reasonable times during the term of this Agreement.

6. **COMMISSION REPRESENTATION**

The County shall designate a seat on the Kane-Elgin HOME Commission for the Chair of the City's Housing Commission, or their designee.

7. TERM OF AGREEMENT

The term of this Agreement shall commence and be effective from the date first written above until terminated pursuant to Article 8 herein in regards to the First-Time Homebuyer Assistance Program and the Affordable Housing Development Program.

The term of this Agreement shall commence and be effective from the date of termination of the Service Agreement between the City and Community Contacts, Inc. in regards to the Home Rehab and Accessibility Loan Program, until terminated pursuant to Article 8 herein.

8. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the City or the County may terminate this Agreement at any time upon ninety (90) days' written notice. In the event this Agreement is so terminated, the County shall be paid for services provided prior to termination.

9. **NOTICE OF CLAIM**

If the County wishes to make a claim for additional compensation as a result of action taken by the City, the County shall give written notice of his claim to the City within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made.

Any changes in the County's fee shall be valid only to the extent that the City and County agree to such changes in writing. Regardless of the decision of the City relative to a claim submitted by the County, all work required under this Agreement, as determined by the City, shall proceed without interruption.

10. **BREACH OF CONTRACT**

If any party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Agreement, the party having provided such notice may terminate this Agreement.

11. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the County or City shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

12. HOLD HARMLESS

The City shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of City's performance or nonperformance under this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

13. **NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

14. ASSIGNMENT AND SUCCESSORS

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment should be made without the prior written consent of the City.

15. **DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the County shall remain liable to the City with respect to each and every item, condition and other provision hereof to the same extent that the County would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

16. NO CO-PARTNERSHIP OR AGENCY

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

17. **SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. **HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

19. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other parties unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

The previous paragraph notwithstanding, the budget amounts specified in Attachment B, less any amounts already encumbered by the County, may be unilaterally amended at the City's sole discretion and without requiring written acceptance by the County. In such cases, the City shall notify the County in writing of any such amendments, which shall become effective upon receipt by the County.

20. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the Circuit Court of Kane County, Illinois.

21. COOPERATION WITH OTHERS

The County shall cooperate with any other parties in the City's employ or any work associated with the Services.

22. SEXUAL HARASSMENT

As a condition of this contract, the County shall have written sexual harassment policies that include, at a minimum, the following information:

- A. The illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission; and
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies must be provided to the Department of Human Rights upon request per 775 ILCS 5/2-105.

23. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be emailed and/or mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to City:

Mark Koenen, City Administrator City of St. Charles 2 East Main Street St. Charles IL 60174 Email: mkoenen@stcharlesil.gov

B. As to County:

Josh Beck, Assistant Director for Community Development Kane County Office of Community Reinvestment 719 South Batavia Avenue Geneva IL 60134 Email: beckjosh@co.kane.il.us

24. **COMPLIANCE WITH LAWS**

City of St. Charles, a municipal corporation

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the County shall comply with all applicable Federal, State, Municipal, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. The County hereby certifies, represents and warrants to the City that its employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. County shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of this work, and/or the products and/or services provided by this Agreement. The City shall have the right to audit any records in the possession or control of the County to determine the County's compliance with the provisions of this paragraph. In the event that the City proceeds with such an audit, the County shall make available to the City the County's relevant records at no cost to the City.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials.

By: Attest County of	Mayor City Clerk Kane, a body politic in the State of Illinois	Date: Date:	6/18/2018 8: 8 ARLES
Ву:	Scott Berger, Director Kane County Office of Community Reinvestment	Date:	

ATTACHMENT A SCOPE OF SERVICES

The Kane County Office of Community Reinvestment shall provide the following services on behalf of, and within the corporate boundaries of, the City:

1. HOME REHAB AND ACCESSIBILITY LOAN PROGRAM

The County shall provide up to \$10,000 from the City's Housing Trust Fund in assistance to homeowners within the City's corporate limits that have applied and been determined eligible for the County's Owner-Occupied Housing Rehabilitation Loan Program, when the cost of eligible improvements exceeds the maximum amount of assistance offered by the County or the project costs are not eligible for reimbursement through the County's program. Homeowners must meet all eligibility criteria under the County's program, including the 80% Area Median Income limit and the maximum property value limits established and adjusted from time to time by the U.S. Department of Housing and Urban Development. Assistance from the City shall be in the form of a zero-interest, deferred-payment loan and shall be secured with a recorded mortgage instrument with repayment due at the time of sale or transfer of the deed. In the event of sale, where net proceeds are less than the amount necessary to satisfy the City's loan, and where such sales are determined to be arms-length transactions based on the current market value of the real estate, the County may accept a partial or zero payment as full payment on behalf of the City. Eligible improvements include, but are not limited to, repairs to mechanical systems, roof repair or replacement, window repair or replacement, insulation, accessibility improvements (such as grab bars and railings, motorized chair lifts, doorway widening, walk-in showers, accessible toilets, shower seats, ramps, bed rails, and lowered countertops), termite damage repair, exterior painting, building security, drainage improvements, yard clean-up, and exterior improvements that will improve neighborhood appearance. The County may subcontract with Community Contacts, Inc. for the provision of services necessary to assist homeowners under the Home Rehab and Accessibility Loan Program. The County shall be entitled to a program delivery fee of not more than 5% of eligible rehabilitation costs under the City's program. The City shall not be required to review and/or approve individual loans issued on the City's behalf under this program.

2. FIRST-TIME HOMEBUYER ASSISTANCE PROGRAM

The County shall provide up to \$10,000 from the City's Housing Trust Fund in assistance to first-time homebuyers purchasing a home within the City's corporate limits that have applied and been determined eligible for the County's First-Time Homebuyer Assistance Program, when the amount of assistance necessary to satisfy the County's underwriting criteria exceeds the maximum amount of assistance offered by the County. Homeowners must meet all eligibility criteria under the County's program, including the 80% Area Median Income limit and the maximum property value limits established and adjusted from time to time by the U.S. Department of Housing and Urban Development. Assistance from the City shall be in the form of a zero-interest, deferred-payment loan and shall be secured with a recorded mortgage instrument with repayment due at the time of sale or transfer of the deed. In the event of sale, where net proceeds are less than the amount necessary to satisfy the City's loan, and where such sales are determined to be arms-length transactions based on the current market value of the real estate, the County may accept a partial or zero payment as full payment on behalf of

the City. Homes purchased under the program may include single-family detached dwellings, townhome units, and condominiums. The County shall be entitled to a program delivery fee of not more than 5% of eligible homebuyer assistance costs under the City's program. The City shall not be required to review and/or approve individual loans issued on the City's behalf under this program.

3. AFFORDABLE HOUSING DEVELOPMENT PROGRAM

The County shall solicit housing development proposals on behalf of the City in conjunction with its Affordable Housing Fund, which provides gap financing for the development (or redevelopment) of high-quality units of affordable housing. Proposals seeking City funds shall conform to all requirements of the County's program. The County shall notify the City upon receipt of any proposal located within the City's corporate limits. The County shall prepare written evaluations of such proposals, including an analysis of developer qualifications, project readiness, and responsiveness to program criteria. The County shall underwrite proposals for financial soundness, project viability and loan terms, and shall forward recommendations to the City for its consideration. Upon City approval, the County shall issue commitments on behalf of the City and shall prepare all necessary loan documents. The County shall oversee projects during the development phase, including conducting site visits/inspections, ensure compliance with construction/rehabilitation standards and other program guidelines, and monitor construction costs and the development budget. The County shall be entitled to a loan closing fee of not more than 2.5% of the amount of assistance provided to each project and may charge borrowers reasonable and customary loan servicing fees during the term of their loans from the City.

For all of the above-described activities, the County shall manage the resale process, the collection of loan proceeds, and the release of mortgage instruments. In the case of rental projects, the County shall monitor leasing requirements, including ensuring tenant selection and qualification procedures are in place at lease up, and inspect and monitor units throughout the period of affordability. The County shall service all loans issued under the City's Housing Trust Fund Program and shall remit reimbursement to the City on a quarterly basis. The County shall provide an annual report to the City including the status of all loans issued, the amount(s) repaid and outstanding, and the results of monitoring and property inspections conducted.

ATTACHMENT B BUDGET FOR HOUSING TRUST FUND ACTIVITIES

	Home Rehab and Accessibility Loan Program	
Exp	pense	Amount
1.	Rehabilitation/Accessibility Improvements	\$40,000.00
2.	Program Delivery Fees (5% of above expenses)	\$2,000.00
Tot	al	\$42,000.00

First-Time Homebuyer Assistance	Program
Expense	Amount
1. Homebuyer Assistance	\$40,000.00
2. Program Delivery Fees (5% of above expenses)	\$2,000.00
Total	\$42,000.00

Affordable Housing Development Program	
Expense	Amount
1. Housing Development Financing (projects TBD)	\$405,854.00
2. Closing Fees (2.5% of above expenses)	\$10,146.00
Total	\$416,000.00

3.50 – Housing Trust Fund

- 3.50.010 Definitions
- 3.50.020 Housing Trust Fund Established
- 3.50.030 Housing Commission Responsibilities
- 3.50.040 Eligibility Requirements
- 3.50.050 Review and Approval of Applications and Programs
- <u>3.50.060 Conditions</u>
- <u>3.50.070 Sources of Funds</u>

3.50.010 - Definitions

- A. Rules of interpretation. The words and phrases used in this Chapter shall be interpreted to have the meanings ascribed to them herein. To the extent that words or phrases not defined herein are defined in the Zoning Ordinance (Title 17 of the St. Charles Municipal Code), such words or phrases shall be deemed to have the meanings set forth therein. Otherwise, words and phrases shall be interpreted in their commonly used sense as set forth in Webster's Third International Dictionary (most recent edition), unless the context reasonably requires another construction.
- B. Definitions. The following words and phrases, when used in this Chapter, shall have the following meanings:
- 1. Affordable Housing: Housing that has a sales price or rental amount that is within the means of an "Eligible Household" as defined herein. In the case of dwelling units for sale, housing that is affordable means housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than 30% of the gross annual household income for a household of the size that may occupy the unit. In the case of dwelling units for rent, housing that is affordable means housing for which the rent and utilities constitute no more than 30% of the gross annual household income for a household of the size that may occupy the unit.
- 2. Applicant: An applicant is any individual or entity, including but not limited to developers, not-for-profit organizations, housing owner/operators, and units of government that applies for a grant, loan, or other resources from the Housing Trust Fund.
- 3. Eligible Activities: Eligible Activities shall include those activities that are eligible to receive funding or other resources from the Housing Trust Fund, as set forth in section 3.50.040 (B) of this Chapter. (Ord. 2010-M-16 § 1.)
- 4. Eligible Household: A household with in income at or below eighty percent (80%) of the Area Median Income (AMI) for for-sale units and at or below sixty percent (60%) of the AMI for rental units.

3.50.020 – Housing Trust Fund Established

A. Creation; Management and Administration. There is hereby established a Housing Trust Fund, to be held as a separate fund within the City, for the sole purpose of providing and preserving Affordable Housing opportunities within the City of St. Charles. The City, by and through its Director of Finance, shall be responsible for the day-to-day investment and fiscal maintenance and management of the Housing Trust Fund. The day-to-day fiscal maintenance and management shall be undertaken pursuant to the approved investment policies and practices used by the City for other similarly held funds. Except for disbursements and other actions taken as part of the day-to-day fiscal maintenance and management of the Housing Trust Fund, the Director of Finance shall not disburse funds held by the Housing Trust Fund except upon the written direction of the City Council, by resolution duly adopted, or otherwise pursuant to the provisions of an approved program. The St. Charles Housing Commission, established by Section 2.25.010 of the St. Charles Municipal Code, shall assist the City Council with the organization, operation, and implementation of the Housing Trust Fund as set forth in Section 3.50.030 of this Chapter. (Ord. 2010-M-16 § 1.)

- B. Purpose. The purpose of the Housing Trust Fund is to provide sustainable financial resources to address the Affordable Housing needs of Eligible Households in St. Charles by preserving and producing Affordable Housing, providing housing-related financial support and services to Eligible Households and providing financial support for not-for-profit organizations that actively address the Affordable Housing needs of Eligible Households.
- C. Distribution and Use of Housing Trust Fund. Distribution of funds from the Housing Trust Fund shall be in the form of grants or loans or such other funding mechanisms that support the purposes of the Housing Trust Fund. Any Housing Trust Fund money unused at the end of any year shall remain in the Housing Trust Fund for future Eligible Activities, pursuant to the requirements of this Chapter.

 (2010-M-16: § 1)

3.50.030 – Housing Commission Responsibilities

The Housing Commission shall make recommendations to the City Council regarding the following:

- 1. the goals for the use of Housing Trust Fund resources;
- 2. the Housing Trust Fund's annual budget including projected expenditures and revenues;
- 3. the procedures for reviewing applications and awarding Housing Trust Fund resources to Applicants;
- 4. the criteria to be used by the Housing Commission, the City Council, and City staff in reviewing applications and programs that utilize Housing Trust Fund resources;
- 5. the procedures to be used for disbursing Housing Trust Fund resources;
- 6. the review of applications and programs for Housing Trust Fund awards;
- 7. the procedures to be used to monitor Eligible Activities funded by the Housing Trust Fund to ensure that Housing Trust Fund resources are used in conformance with all applicable requirements; and
- 8. the evaluation of Housing Trust Fund activities.

(2010-M-16: § 1)

3.50.040 – Eligibility Requirements

- A. Purpose of Eligible Activity. Each Applicant shall be required to demonstrate that the requested Eligible Activity will advance and support the purpose of the Housing Trust Fund, as set forth in this Chapter.
- B. Eligible Activities. The use of Housing Trust Fund resources shall be limited to the following, which shall be considered Eligible Activities:
- 1. Production of Affordable Housing including, without limitation, new construction, rehabilitation, and adaptive re-use.
- 2. Acquisition and disposition, including, without limitation, vacant land, single-family homes, multi-unit buildings, and other existing structures that may be used in whole or part to provide Affordable Housing.
- 3. Grants or loans to not-for-profit organizations that are actively engaged in addressing the housing needs of Eligible Households.
- 4. Retention of a third-party organization to administer and track Housing Trust Fund programs and payment of a management fee as agreed upon between the City and the third-party organization.
- 5. Payments to a third-party organization to reimburse costs incurred in connection with a Housing Trust Fund program. Such costs shall include construction/rehabilitation costs, administrative costs such as property title searches and recording fees, and similar costs that are incurred in connection with an eligible project. No costs shall be reimbursed except pursuant to a written agreement between the City and the third-party organization.
- 6. Financial assistance to Eligible Households in renting dwelling units. Financial assistance to Eligible Households in purchasing dwelling units.
- 7. Financial or in-kind assistance to preserve and/or maintain existing Affordable Housing.
- 8. Weatherization of dwelling units occupied by Eligible Households.
- 9. Emergency repairs to dwelling units occupied by Eligible Households. (Ord. 2010-M-16 § 1.)

C. Criteria for Award of Housing Trust Fund Resources. Among applications for funding for Eligible Activities that otherwise meet established program requirements and eligibility criteria, priority shall be given (a) to applications that provide for leveraging of funds for projects, i.e., that yield a larger amount of housing provided or a larger dollar value for the level of funding being sought (b) to applications that provide the longest term of permanent affordability, and (c) to applications that provide housing to serve the needs of households with the lowest incomes. All Housing Trust Fund resources shall be applied exclusively to Eligible Activities within the City of St. Charles.

The City may approve additional criteria and priorities in connection with a specific program, as set forth in the document establishing that program.

(<u>2010-M-16</u>: § 1)

3.50.050 – Review and Approval of Applications and Programs

The City Council shall be solely responsible for the approval of all programs and applications that utilize the expenditure of Housing Trust Funds. Applications for Housing Trust Fund awards shall be submitted to the Director of Community Development (or his or her designee). Applications/programs that comply with the applicable requirements shall be forwarded to the Housing Commission, and any applications/programs that do not comply shall be returned to the applicant with a written explanation of why the application will not be considered. The Commission shall review and make recommendations to the City Council as to which applications/programs are awarded Housing Trust Funds

The City Council may, at its discretion, approve a program that delegates the approval of applications and the dispersal of Housing Trust Fund moneys to the Housing Commission or Community Development Director (or His/Her Designee), provided that provisions for the disbursement of Housing Trust Fund moneys are specifically set forth within the scope of that program, and the program complies with the provisions of this Chapter.

(2010-M-16: § 1)

3.50.060 - Conditions

As a condition of any Housing Trust Fund award for any Eligible Activity, the Applicant shall execute and record such agreements, conditions, restrictive covenants, and other similar instruments, as may be required by the City to ensure that Housing Trust Fund resources will be used efficiently and for the intended purposes ("Conditions"). Among other requirements, the Conditions may bind the applicant and the property, if applicable, to the requirements of this Chapter and provide that all awards shall be used in strict compliance with the requirements of the City Code and the Conditions. The Conditions may also include a requirement that if the property or development is no longer being used for Affordable Housing pursuant to the requirements of the specific award, the Applicant or successor owner of the property or development shall be required to reimburse the Housing Trust Fund for up to 100 percent (100%) of the award, plus applicable interest.

3.50.070 – Sources of Funds

The City Administrator, for the benefit of the Housing Trust Fund, is authorized to accept funds, property, and other resources from all proper and lawful public and private sources including, without limitation, cash payments in lieu of constructing some or all of the on-site Affordable Units as required by Chapter 17.18.050 of the Inclusionary Housing chapter of the St. Charles Zoning Ordinance. The City Council, at its sole discretion, may make funds available to the Housing Trust Fund from the Corporate Fund, as it deems necessary and appropriate.

(2010-M-16: § 1; 2008-M-17: § 2)

CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITE		EM EXECUTIVE SUMMARY	Agenda Item Number: 4c	
	Title:	Recommendation regarding the St. Charles Housing Trust Fund Allocation to the Kane County Affordable Housing Fund for Anthony Place II.			
	Presenter:	Ellen Johnson			
Meeting: Planning & Development Committee Date: January 9, 2023					
Proposed Cost: \$			Budgeted Amount: \$	Not Budgeted:	
Evacutive Summary (if not budgeted please explain)					

Executive Summary (if not budgeted please explain):

Background

GC Housing Development applied for Kane County Affordable Housing Fund financing to assist in funding Anthony Place II, a 60-unit affordable apartment building to be age-restricted to 55+. The project is located on the south side of Rt. 38/Lincoln Hwy between Randall and Bricher Roads in St. Charles. The City approved zoning entitlements for the project in 2021. (GC Housing previously constructed the Anthony Place I senior affordable project, located in the Prairie Centre development.)

Last summer, Kane County approved preliminary funding of the project in the amount of \$724,527 from the Kane County Affordable Housing Fund. It was anticipated this cost would be divided between County funds and City funds, but the exact amount was not finalized. The funding approval was contingent upon financing from Illinois Housing Development Authority, which had not yet been approved (See County letter dated 9/15/22).

In December, IHDA approved the preliminary application for Anthony Place II. GC Housing Development is now in the process of preparing the full tax credit application, due in February. With preliminary IHDA approval, Kane County can now issue the formal funding commitment.

Increased Funding Request to Kane County

However, GC Housing Development is now requesting additional funding from the Kane County Affordable Housing Fund. The funding request has increased from the initial request of \$724,527 to \$2,210,336. This constitutes 10% of the \$22.3 million total development cost. GC has provided a letter outlining reasons for the increased request, which is primarily due to construction costs and interest rate hikes (See GC letter dated 12/23/22).

Kane County staff have prepared a report detailing their review of GC's application for Affordable Housing Fund financing (attached). The development pro forma and supporting documentation were reviewed and accepted by County staff as part of their review.

Kane County staff will be presenting a proposal to the Kane County Board in February requesting approval of \$1.1 million in County CDBG/HOME funds. To cover the full funding gap, the City would also need to contribute \$1.1 million, plus a 2.5% administrative delivery fee, to the project through the County Affordable Housing Fund.

Process for Review and Approval of City Funding

Based on the typical process, the St. Charles Housing Commission would approve the City's end of the funding. However, the remaining \$262,088 from the City's initial allocation into the Affordable Housing Fund is not enough to cover the \$1.1 million request.

City Council would need to approve an additional allocation of \$865,412 from the City Housing Trust Fund for a total commitment of \$1.1 million in City funds (includes 2.5% delivery fee).

These funds would be utilized only if the project receives both County and IHDA financing approval. IHDA will notify the developer in June 2023 whether the project is approved.

If the City chooses to increase the City allocation to the County Affordable Housing Fund by \$865,412 to cover the funding gap for Anthony Place II, the City Housing Trust Fund will have a remaining balance of \$771,925.

(Staff anticipates developer contributions totaling \$518,115 to be paid to the City Housing Trust Fund in the coming year. Including those anticipated contributions, the HTF would have a remaining balance of \$1.29 million. These funds would be available for future affordable housing projects and/or programs.)

Housing Commission Recommendation

The Housing Commission discussed the funding request for Anthony Place II at their meeting on 1/5/23. They voted 5-0 to approve funding in the amount of \$1.1 million from the Housing Trust Fund, subject to City Council approval of an additional allocation of \$865,412 from the Housing Trust Fund to the Kane County Affordable Housing Fund.

Commissioners expressed support for the project and that the proposal is a productive use of the Housing Trust Fund given the number of affordable units that will be created. They noted this project would mark the first multi-family development funded by the Housing Trust fund.

Attachments (please list):

Kane County Preliminary Approval Letter, GC Housing Development Request Letter, Kane County Staff Report, IGA with Kane County, Approved PUD Plans

Recommendation/Suggested Action (briefly explain):

Provide a recommendation regarding the St. Charles Housing Trust Fund Allocation to the Kane County Affordable Housing Fund to provide \$1.1 in Housing Trust Funds for Anthony Place II.

Subject to a positive recommendation from the Committee, staff will prepare, for City Council consideration, an amendment to the City's Intergovernmental Agreement with Kane County.

COUNTY OF KANE

OFFICE OF COMMUNITY REINVESTMENT Community Development Division

Scott Berger, Director

Josh Beck, Assistant Director for Community Development



workNet Batavia 143 First Street Batavia IL 60510 Fax: 630-966-1172 www.countyofkane.org

September 15, 2022

Chealon Shears
GC Housing Development LLC
343 Wainwright Drive, Suite B
Northbrook IL 60062

Re: Notice of Preliminary Project Approval

Anthony Place Senior Apartments, Phase II, St. Charles IL

Dear Ms. Shears:

Congratulations! Your proposal for the development of Anthony Place Senior Apartments, Phase II, located in the City of St. Charles, was generally found to be very responsive to the selection criteria established for our Affordable Housing Fund. On behalf of the Kane-Elgin Consortium, I am pleased to notify you that your project has received our preliminary approval. This letter outlines the terms associated with this status as well as obligations that you must satisfy in order for your project to be considered for financing under our program.

Please know, our preliminary approval was issued following a detailed review of your project. Your proposal was evaluated under several criteria, including development team qualifications, developer experience working with federal funding sources, developer capacity, project design, and overall value. Based on the information you provided, we found your proposal to be excellent in these areas. During our financial underwriting process, however, we noted that several key sources of financing have not yet been committed to your project and are not expected to reach that status in the near term. Based on our favorable review of your project, we are optimistic that you will secure those, and by issuing this notice of preliminary approval, we are placing your project in our pipeline for financing in the future.

Now that your project has received our preliminary approval, you can expect us to contact you periodically for progress reports and additional information and documentation. Your timely responses to our requests will be critical in order to maintain your status in our project pipeline. Once we determine your project to be both ready and suitable for financing, our Consortium may consider issuing a conditional commitment. In the meantime, please understand that this letter should not be construed as a commitment, nor should you begin any work on your project.

Notice of Preliminary Project Approval Anthony Place Senior Apartments, Phase II, St. Charles September 15, 2022 Page Two

Again, congratulations on receiving this preliminary project approval under our program! We very much look forward to working with you as your project progresses through the predevelopment phase and toward reality. We are happy to provide this notice as evidence of our strong support and enthusiasm for your project. If you have any questions regarding this notice or our Affordable Housing Fund in general, please don't hesitate to contact my colleague, Josh Beck, Assistant Director for Community Development, at 630-444-2960 or beckjosh@co.kane.il.us. Thank you and very best wishes!

Sincerely,

Scott Berger Director 343 Wainwright Drive, Suite B • Northbrook, IL 60062 P: (847) 291-3400 E: info@gchdev.com

WWW.GCHDEV.COM

To: City of St. Charles

From: Jeffrey D. Crane, Manager - GC Housing Development LLC

Re: Anthony Place St. Charles II Senior Apartments – Request for Housing Trust Fund Funding

Date: December 23, 2022

GC Housing Development LLC (GCHD) and its not-for-profit partner Housing Opportunity Development Corporation (HODC), on behalf of the proposed project Anthony Place St. Charles II Senior Apartments, are submitting a request to the City of St. Charles to increase the St. Charles Housing Trust Fund allocation to the Kane County Affordable Housing Fund in order to assist in funding the project budget gap in conjunction with County funding sources through the Kane County Affordable Housing Fund Program. We are asking that this request be presented at the January 9, 2023 Planning & Development Committee, to then be presented for approval in a City Council meeting later in the month.

To date, GCHD and HODC have submitted an Illinois Housing Development Authority (IHDA) Preliminary Project Assessment Application (PPA) that was approved December 13, 2022, and now are in the process of preparing the IHDA Full Application for a February 16, 2023 submission. GCHD and HODC will be notified by IHDA in June 2023 if the Full Application has been approved.

The funding request is in the amount of approximately \$2,210,336 (includes about \$724,527 in preapproved Kane County AHF Program funding plus approximately \$1,485,809 gap funding). There are two reasons for this requested amount - primarily, to address increased construction costs, along with the increasing costs associated with the conventional financing involved affordable projects due to continuing Federal Reserve interest rate hikes.

Over the past several months, real estate developers and general contractors have been contending with significant construction cost increases. These increases have been approximately 8% across all construction trades according to the Crane Construction Company LLC, our general contractor who will build this project. Additionally, the Illinois Housing Council put together a task force of general contractors, architects, and developers earlier this year in which data findings were similar or a higher percentage increases in certain trades. As this relates to our proposed project, in which the current hard construction contract amount is \$17,214,295, the following continues to occur within the noted trades below. The attached pro forma, based on the development budget submitted in the October 20, 2022 IHDA PPA Application based IHDA's underwriting standards, reflects these increases. (Please note that but for the following, the total project budget would not be facing a funding gap or trying to fill one of this size):

- Carpentry / Lumber Import and supply chain problems have been and continue to cause price increases on material that would be become available.
- Roofing Elevated oil commodity prices have and continue to result in an increase from about \$441,822 (July 2022) at the time of the Kane County AHF application submission to about the current

- estimated amount \$591,822 accounted for in the hard construction budget line item amount at time of the October 2022 IHDA PPA Application submission.
- Fire Protection Elevated plastic piping material costs and fabrication in which oil is a primary fueling sources, along with supply chain issues, resulted in an increase from \$327,086 in July to about \$556,926.
- Plumbing Similar to Fire Protection, elevated plastic piping material costs and fabrication in which oil is primary fueling source, along supply chain issues, have triggered price increases.
- Concrete and Concrete products Product shortages for various reasons along with physical logistic backlogs have resulted in an amount that more than doubled from \$600,000 in July to about \$1,340,160.

GCHD, Crane Construction Company, and Hooker DeJong, the project Architect, are engaged in ongoing exercises to try to identify cost savings. Some of these efforts have been involving the following:

- Reviewing the construction contract line item by line item to see if there may be a downward price
 adjustment by the time of the construction start that may be accounted for now in the budget.
- For certain line items, determining if there is a less expensive alternative material or specification available that still would be meet any IHDA or City of St. Charles code and design requirements without compromising the quality of construction or building aesthetics.
- Related to IHDA new policies for storage materials and deposit on materials reimbursement, Crane
 Construction Company is looking into whether certain materials may be ordered at an earlier point
 to capture potential cost savings.

We understand the magnitude of this requested amount related to other potential projects the City and County are assessing for financial assistance. Given the success of Anthony Place at Prairie Centre and the growing need for senior affordable housing in the area, we are certain that a funding approval to fill the gap for this proposed second phase of Anthony Place will be an investment with innumerable returns to the City of St. Charles and Kane County for years to come.

Thank you for your consideration.

KANE COUNTY AFFORDABLE HOUSING FUND STAFF REPORT AND FUNDING RECOMMENDATION January 3, 2023

Applicant/Project Summary

Developer Name:	GC Housing Development LLC/Housing Opportunity Development Corporation							
Organizational Type:	Limited Partnership							
Project Name:	Anthony Place Seni	Anthony Place Senior Apartment Phase II						
Location:	St. Charles, Illinois							
Project Type:	New Construction S	Senior Housing						
Description:	Project is the const	ruction of a 60 unit buildi	ng on the west side of the	e City of St. Charles				
Unit Mix:	Unit Size	Affordable Units	Market Rate Units	Total Units				
	1 Bedroom	48	0	48				
	2 Bedroom	12	0	12				
	Total	60	0	60				
Income Targeting:	Income targeting information found in the market study: • 18 units at 30% AMI • 25 units at 60% AMI • 17 units at 80% AMI							
Proposed Affordability Period:	Required: 20 years, based on development subsidy of over \$40,000/unit							
Budget Summary:	Affordable Ho	unds from Other Sources: Dusing Funds Requested: Development Cost (TDC):	\$2,200,000 (•				

Responsiveness to AHF Evaluation Criteria

	0	\odot	\circ
Excellent	Good	Fair	Poor

		Excellent Good Fair Poor
EVALUATION CRITERIA	RATING	STAFF COMMENTS
Financial Underwriting		
Proposals must demonstrate that the project is not "economically feasible" without program assistance, and evidence of financial ability to implement project must be provided.	•	Financing plan: The project sponsors have developed a strong financing plan that they will be implementing over the next 12-18 months. Proposed financing sources, including Low Income Housing Tax Credits and gap financing from the Illinois Housing Development Authority (IHDA) and Bank of America. Altogether, over 90% of the funding required for this project is from non-AHF sources. Available Cash Flow: In years 1-20, the pro-forma estimates total cash flow (cash remaining after project expenses and debt service payments) will be \$550,711. These are funds available to pay off AHF financing.
Developer Qualifications		

Consideration will be given to the development team's qualifications to develop (or redevelop) high-quality affordable housing, especially in the Kane County market area. Further, specific detail related to the qualifications and experience of the individual(s) identified as project manager(s) will be evaluated.	The development team is well qualified to undertake and manage the project. Currently the applicant owns multiple Low-Income Housing Tax Credit developments in Illinois.
Experience	
Consideration will be given to the developer's track record of completing projects on time and within budget and their experience working with Federal funding (NSP, HOME, CDBG, etc.)	Project sponsor who acts developer, owner and operator of over 311 units within the state of Illinois. Project sponsor has completed mutliple new construction projects.
Capacity	
Consideration will be given to the developer's capacity (including anticipated work load), the project's readiness to proceed, commitments secured from other sources, and the project's long-term feasibility.	The development team has extensive experience in delivering similar projects. Currently the developer has multiple projects across the state in different stages of development.
Project Design	
Consideration will be given to projects that address the Kane-Elgin Consortium's General Principles and Specific Housing Criteria.	The project is located in an urbanized residential area that is well-suited for residential housing. It is in close proximity to public transportation, recreation, and other amenities. Project meets the goals of the Consortiums General Principles and Housing Criteria.
Value	
Priority will be given to developers that provide a high-quality end product in relation to their development costs. The extent to which they leverage other public and private resources will be considered.	The project sponsor is seeking a modest amount from the AHF (10% of TDC), and the overall per-unit development cost is (\$397,000/unit) is compareable with recent local projects such as Hanover Landing (40-unit project): \$424,000/unit; and Wildwood Trace (50-unit project): \$378,000/unit building.

Staff Recommendation

Approve/Disapprove:	Approve
Amount:	\$2,200,000.00
Terms:	Cash Flow Loan of \$2,200,000.00 with the following terms: • 0.0% Interest Rate
	20 Year Term
	Payments due in years 1-20. Principal payments totaling 40% of available cash flow will be due in years 1-20 if cash flow is available. At

	the end of year 20 balance of the loan, totaling \$2,2000,000.00 minus any cash flow payments will be due.	
Conditions:	 The applicant must submit evidence that the following conditions have been satisfied in order to receive final commitment: Fulfillment of all other OCR requirements. Close on the project financing before June 1, 2024 The project receives all financing commitments from other sources by July 1, 2023, or the date of announcement of IHDA's 2023 LIHTC awards, whichever is later. Developer agrees to offer available units first to persons leaving permanent supportive housing units or participating in Rapid Re-Housing programs funded through the Continuum of Care for Kane County. 	

GC Housing Development LLC Project Sponsor Name: Project Name: Anthony Place St. Charles Phase II Senior Apartments 47-5206249 Federal ID #: DUNS # (if available): 045847294 Mailing Address including City, State 343 Wainwright Drive, Suite B, Northbrook, IL 60062 and Zip: Contact Person: **Chealon Shears** 847.564.7417 Email Address: Telephone Number: cshears@gchdev.com Not-For-Profit Organization Is your organization a Community Housing Development Organization (CHDO)? Yes X No Are you seeking financing from Low Income Housing Tax Credits X Yes Please indicate the nature of work involved in your proposed project: Check all that apply: X Acquisition of real estate Rehabilitation of existing housing New construction Conversion to residential Total # of Housing Units in the Project **Total Cost of Project** \$22,443,985 **AHF Amount Requested** \$742,527 60 **DEVELOPMENT TEAM INFORMATION** Role Name of Entity Existing To Be Formed X Co-Sponsor **Housing Opportunity Development** Corporation Owner Anthony Place St. Charles II, LP 1. General Partner GC Housing Development St. Charles II, LLC 2. Limited Partner **TBD** 3. Limited Partner 4. Administrative General Partner **HODC St. Charles II GP, LLC** 5. Architect Hooker DeJong/Johnson & Lee **General Contractor Crane Construction Company LLC** Ward, Murray, Pace & Johnson, PC Attorney **Property Management** PPMI Management, LLC Other: Other:

D. PROJECT NARRATIVE/PLANS

B. PROJECT SPONSOR INFORMATION

Provide an answer to every question. **Typing "See Attached" is not an acceptable response.** IF THE QUESTION IS NOT APPLICABLE TO YOUR PROPOSED PROJECT, PLEASE WRITE "N/A".

1. Provide a detailed abstract of proposed project or development.

Anthony Place St. Charles Phase II Senior Apartments will be a 60-unit, four-story new construction property for Seniors, age 55 and above, located near the intersection of Lincoln Highway and Bricher Road in St. Charles. The proposed project will be developed by GC Housing Development LLC (GCHD) and Housing Opportunity Development Corporation (HODC), an Illinois not-for-profit and designated CHDO. The proposed project site currently is vacant land between two key commercial corridors, Randall Road and Lincoln Highway. The development will be affordable

to Seniors earning no more than 30% to 80% of the Area Median Income. All units will be income-restricted with a 30-year affordability period. There will be 48 One - Bedroom units and 12 Two-bedroom units, as well as approximately 76 parking spaces. Development amenities will include, but are not limited to, a community room, outdoor recreational space, and onsite property management. The development team also intends to engage a social service organization, Association for Individual Development (AID), to provide direct services as well as referrals for residents. AID's services will include, but are not limited to, household planning, help accessing financial assistance, and computer training. The project will pursue Enterprise Green Communities certification with all electric (Moving to Zero). In 2020, GCHD completed Anthony Place at Prairie Centre, the first Phase, which is located 0.3 miles from this proposed development.

Anthony Place St. Charles Phase II Senior Apartments will meet all of the Affordable Housing Fund's requirements including income eligibility, accessibility, fair housing, labor standards, and environmental review.

Based on the requested Affordable Housing Fund amount of \$742,527 there will at least 3 fully assisted AHF units in the development. These units would be affordable to households at or below 60% of AMI.

| Imit 4,000 characters

2. Describe the project control structure from initial stages through construction and ongoing management, including partnerships or entities that are still to be formed.

Anthony Place St. Charles Phase II Senior Apartments is a partnership between GCHD (75%) and HODC (25%). GCHD is responsible for the day-to-day management of the project from pre-development through lease up and operations. As an experienced affordable housing developer, HODC will provide input on all aspects of the development process. The project ownership and general partner entities (a GCHD entity will be Managing General Partner and a HODC entity will be the Administrative Managing Partner) will be formed after the project receives a LIHTC allocation from IHDA. At closing, the to-be-formed Limited Partner will enter into the ownership structure to facilitate the tax credit equity. It is anticipated that the Limited Partner will exit the ownership structure after the 15-year LIHTC compliance period.

limit 4,000 characters

3. Will the project target a particular population(s)? Yes No
If yes, please describe all that are applicable (e.g. elderly, disabled, homeless, small/large families, etc.)

The target population is Elderly, or Seniors, age 55 and above. Approximately nine (9) units will be set-aside for the Statewide Referral Network to provide housing for those earning at or below thirty percent (30%) of the Area Median Income (AMI) with a head of household who has a disability or illness, including, but not limited to, a physical, developmental, or mental limitation, substance abuse disorder, HIV/AIDS, or is homeless or at risk of homelessness.

limit 4,000 characters

Describe supportive services to be provided, if any, including a detailed description of who will deliver these services. Attach copies of draft service agreements to be entered into with the service providers. Please include the name/contact information for the agencies that will provide services.

The development team intends to engage Association for Individual Development (AID) to provide direct services as well as service referrals for residents. Services will include, but are not limited to, household planning, help access financial assistance, and mental health and counseling referrals. The contact for AID is Lore Baker, President & CEO, 309 New Indian Trail Court, Aurora, IL 60606. Lore's email is lbaker@aidcares.org and her phone number is 630.966.4001. The draft letter of interest and draft service agreement are attached (Attachment S). *limit 4,000 characters*

4. Provide details about the bedroom count and income limits associated with the units proposed.

# of Dodysons	# of Units					
# of Bedrooms	30% limit	50% limit	60% limit	80% limit	Market Rate	
1	14		21	13		
2	4		4	4		
TOTAL	18		25	17		

If there is an employee unit included in the project, please describe whether this unit will be income restricted and provide any further information about how this unit is included in the total unit count.

	There is no employee unit included in the proposed development.
	limit 4,000 characters
5.	Will the project utilize Project-Based Housing Choice Vouchers? 🔲 Yes 🔀 No
_	If yes, please describe the number, dollar amount and duration of Project-Based Housing Choice Vouchers.
	Not Applicable.
	limit 4,000 characters
5.	Is the property subject to this proposal currently occupied by: Residential Renter Yes No Residential Owner Yes No Business Yes No If yes to any of the above, please describe any plans and timelines for project transition. Please note that failure to provide notice under the Uniform Relocation Act to any current occupants concurrent with submission of this proposal to Kane County may jeopardize your ability to receive financing under the Affordable Housing Fund program. The property parcel is vacant and has no residential or business occupants.
	limit 4,000 characters

7. Provide a description of how the proposal addresses the Kane-Elgin Consortium's Consolidated Plan Priority #1: Affordable Housing; General Principles and Specific Housing Criteria (See Appendix F to Affordable Housing Fund General Guidelines), with specific attention to the **location** and **design** of the project in accordance with county design requirements.

The proposed development meets most, if not all, of the principles and criteria of <u>Priority 1: Affordable Housing</u> from the Kane-Elgin Consortium's Consolidated Plan. Anthony Place St. Charles Phase II Senior Apartments is located in St. Charles, IL along the St. Charles/Geneva border in the West Gateway Subarea identified as ideal for mixed uses in <u>The City of St. Charles's 2013 Comprehensive Plan</u>. Given the site's location near two commercial corridors, Randall Road and Lincoln Highway, residents will be able to easily access a host of amenities. Within a quarter-mile of the site are the following: Jewel Osco, a full service grocery store; Pace Buses 801 and 802, which serve the Elgin Transportation Center and Metra Station, the Geneva Metra Center and provide service to Aurora, Geneva, Elgin,

and Batavia; Bricher Park; CVS Pharmacy; and a Citi Bank branch. Within a mile are also the following: two shopping centers with stores ranging from Lowe's and Home Goods to several clothing and sporting goods stores to a variety of restaurants; the post office; and at least one church. Given the range of amenities in close proximity to the development, Anthony Place residents will be able to meet many of their needs near home with access to transit if they need to go beyond the immediate neighborhood. Anthony Place St. Charles Phase II Senior Apartments is located 0.3 miles from another affordable senior development by GCHD, Anthony Place at Prairie Centre, as well as the family, market rate The Reserve at Prairie Center Apartments development. The addition of the proposed project continues to provide housing for a range of household incomes, redevelops a vacant parcel as infill development with existing water and sewer connections, and places residents within close proximity to retail, services and transit. The development will also provide new customers for area businesses. Lastly, according to the U.S. Census, there are approximately 5,500 jobs within one mile of the project site.

The development team, specifically the Sponsors and property manager, have extensive experience managing and maintaining properties that are long-term assets to their communities. GCHD's founders have developed over 700 units across the state of Illinois. HODC has developed over 400 units. Pioneer Property Management currently manages 5,000 units in eight states, including Anthony Place at Prairie Centre.

When completed, the proposed project will result in a new four-story senior development with parking and green space that will fit into the context of adjacent retail uses and residential uses south of Bircher Road and north of Lincoln Highway. The project will pursue Enterprise Green Communities certification with all electric (Moving to Zero).

limit 4,000 characters

8. Provide a description of current site control for the proposed project site.

GC Housing Development LLC has an executed purchase agreement with the current owner of the site, Shodeen Family Property Company, L.L.C. The agreement includes a contingency that accounts for IHDA's LIHTC application process. The purchase agreement is attached for reference (Attachment T).

Imit 4,000 characters

E. PROJECT SPONSOR EXPERIENCE/QUALIFICATIONS

1. Describe the relevant experience/qualifications of the Project Sponsor.

GC Housing Development LLC (GCHD) is a fourth generation, Chicago metro-based developer of affordable housing. Utilizing federal housing tax credits to finance their affordable housing portfolio, GCHD currently focuses on developing high-quality, affordable, independent living Senior communities for those over the age of 55. GCHD's mission is a two-prong approach: 1) Develop high quality, affordable housing by providing our residents with spacious units with the most in-unit and common area amenities, at an affordable rent level and 2) Become stewards of the communities we develop in through long-term relationships with property management, long-term investments in maintaining and improving the physical health of our properties, and long-term focus on the overall well-being of our residents.

GCHD's co-founders have developed over 700 units of affordable housing units across the state of Illinois. GCHD, through a partnership with Crane Construction Company LLC, provides both development and construction services from start to finish for all our projects. By retaining control over the entire construction process, we are uniquely suited in the affordable housing community to help partners accomplish cost savings while being fully accountable for the physical soundness of the communities we construct.

With over five decades of combined experience, GCHD's founders have worked with all types of stakeholders in the affordable housing marketplace. We have seen the good, the bad, and everything in between. Whether GCHD is collaborating with a non-profit whose mission is to bring more affordable housing to a particular region, or

collaborating with a non-profit whose mission is to bring more affordable housing to a particular region, or partnering with a large financial institution seeking to reinvest in the communities they do business in, GCHD understands the importance of working with the right partners to bring long-term change to communities across the state of Illinois and beyond. *limit 4,000 characters*

2. List the name and title of the individual(s) who will manage the project.

Chealon Shears, Director of Real Estate Development, GC Housing Development limit 4,000 characters

3. Please disclose any investigation underway regarding any member of the development team.

Not Applicable

limit 4,000 characters

4. Complete a **DEVELOPMENT TEAM MEMBER NARRATIVE** for each member listed on the Development Team. The narrative should address the experience and qualifications of the team member/firm, and any principals or staff that will be assigned to the project.

4.1 ROLE: Project Sponsor

ENTITY NAME: GC Housing Development LLC CONTACT PERSON: Chealon Shears

ADDRESS: 343 Wainwright Drive, Suite B, PHONE: (847)858-0530 EMAIL: cshears@gchdev.com

Northbrook, IL 60062

GC Housing Development LLC (GCHD) is a fourth generation, Chicago metro-based developer of affordable housing. Utilizing federal housing tax credits to finance their affordable housing portfolio, GCHD currently focuses on developing high-quality, affordable, independent living residences for those over the age of 55. GCHD's mission is a two-prong approach: 1) Develop high quality, affordable housing by providing our residents with spacious units with the most inunit and common area amenities, at an affordable rent level and 2) Become stewards of the communities we develop in through long-term relationships with property management, long-term investments in maintaining and improving the physical health of our properties, and long-term focus on the overall well-being of our residents.

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Chealon Shears joined GC Housing Development LLC, the sister company to Crane Construction Company LLC in April 2019. She has extensive experience in affordable, mixed-income, mixed-

use, and community facility real estate development in both the public and private sectors. She started her career as an urban planning consultant working on neighborhood improvement plans and housing studies. Her first foray into real estate development and financing started with underwriting commercial and industrial projects, and then transitioning into underwriting affordable and market rate residential projects. Throughout her career, she has also worked in the roles of a consultant and real estate developer. As a LEED Green Associate who is working towards becoming accredited as LEED AP in NC or EBOM, she is interested in incorporating green, sustainable design practices into housing as much as it is financially feasible to do so. (See Attachment U as it relates to Chealon Shears's role with GC Housing Development LLC and as a board member of the Co-Sponsor, as detailed in the next section.)

limit 4,000 Characters

4.2	ROL	.E:	Co-S	ponsor

CONTACT PERSON: <u>Housing Opportunity</u> CONTACT PERSON: <u>Richard Koenig</u>

Development Corporation

PHONE: (___)__-___ PHONE: (<u>847)564-2900</u>

Address: 5340 Lincoln Ave, Skokie, IL 60077

Email: rkoenig@hodc.org

HODC's mission is to develop, manage, and preserve the stock of housing that is affordable to lowand moderate-income households primarily throughout Chicago's northern suburbs. By providing affordable housing opportunities for our community, HODC helps in the following: increase aesthetic appeal through rehabs of buildings that otherwise would remain vacant; retain quality employees for local employers; create culturally rich communities; establish a resident base that is highly invested in the community's economic development; and increase revenue to the community by moving properties back onto the tax rolls.

HODC was established in 1983 by two housing organizations, the North Shore Interfaith Housing Council and the North Suburban Housing Center. In 1983, in response to the decline in federally assisted housing in the Chicago area, these organizations created a task force to perform a six-month study on how to increase the supply of affordable housing stock in the northern suburbs. In response to recommendations of the task force, members of both organizations decided to create a community-based nonprofit affordable housing corporation to focus on increasing the housing stock available to limited-income households in the northern suburbs. The corporation was founded as the Interfaith Housing Development Corporation and has since changed its name to Housing Opportunity Development Corporation. HODC is an Illinois not-for-profit and CHDO.

Richard Koenig was hired in 1997 as HODC's first full-time executive director. He has completed over 30 affordable developments for HODC worth over \$100 million with over 500 affordable units. Richard is responsible for strategic visioning, project development and financing, budgeting and board development. He was previously HOME Program Supervisor at the Illinois Housing Development Authority. Richard has a PhD in Community Economic Development from Southern New Hampshire University and a Master of Urban Planning from the University of Illinois. He is an Adjunct Professor at SNHU and teaches masters students in community development. He is a member of Lambda Alpha and the American Planning Association, certified by the American Institute of Certified Planners, and has an Illinois real estate broker license. Richard previously served on the board of Housing Options for the Mentally Ill and as Chair of the Alliance to End Homelessness in Suburban Cook County.

limit 4,0	000 Characters		

4	3	ROL	F٠	Gen	eral	Con	tractor	
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CONTACT PERSON: Crane Construction CONTACT PERSON: Andrew Block

Company LLC

PHONE: (___) _ - ___ PHONE: (<u>847)291-3400</u>

Address: 343 Wainwright Drive, Suite B, Northbrook, IL 60062

Email: ablock@craneconstruction.com

Crane Construction Company LLC is a rare breed in the construction industry. Crane was founded on the philosophy that our owners be intimately involved in every project. Quality and client satisfaction are the most important aspects of the company. Our people love what they do and have the longevity to prove it. A family-owned and operated business with roots in construction for more than 60 years, we've built a reputation for excellence, collaboration and integrity. We partner with a diverse range of clients in areas including retail, restaurants, hospitality, commercial and multi-family residential, and manage a full range of services throughout the construction process. Some of the most iconic brands in the world have come to us with their most sophisticated and complex needs, and we have helped turn their visions into realities.

Our unique approach stems from the belief that bigger is not always better. We take on a limited number of projects each year to ensure that our Principals are involved with every project, and each is handled meticulously from start to finish. This approach allows us to be more agile and innovative, and our lack of bureaucracy provides unmatched efficiency and client satisfaction.

Crane's greatest asset is our people. Our staff includes second and third-generation family members and many individuals who have been with the company for decades. We are experienced, passionate about what we do and work as a team to ensure the best and most efficient outcome for our clients.

As President, Andrew Block, along with Partner Ross Grande and Partner Warren Even, oversee all of Crane's business operations. Prior to that, Andrew was the head of Real Estate Development for Crane's affiliate company, GC Housing Development LLC. Andrew, Ross, and Warren become the fourth generation at Crane to carry on the tradition of developing and building high quality construction projects throughout the United States.

Before joining Crane, Andrew was the Executive Vice President of the Harry Walker Agency (HWA), a speakers' agency based out of New York. There, Andrew ran the Speaker Management and Contracts Department. HWA represents many of the world's foremost speakers, including President Clinton, Secretary Clinton, Vice President's Gore and Cheney, Former UN Secretary-General Kofi Annan, Michael Eisner, David Stern, Steve Forbes, Shaquille O'Neal, and many others. In his role at HWA, he had the opportunity to work closely with these distinguished speakers. His time running the Speaker Management Department took him to 26 countries and 27 US States.

CONTACT PERSON: PPMI Management LLC CONTACT PERSON: Renee Geyer

PHONE: (___) _ - ___ PHONE: (<u>608)348-7755</u>

Address: 229 Thomas Lane, Fox Lake, IL 60020

Email: renee@ppmirentals.com

Pioneer Property Management Inc. (PPMI) was established in the fall of 1985 to provide effective management and oversight for federally subsidized housing complexes financed through the U.S. Department of Agriculture. In 1990, it changed from a sole proprietorship and became incorporated as Pioneer Property Management, Inc. Today PPMI manages a mix of 5,000 units and 80 properties throughout 8 different states including both family and senior living. These states include Wisconsin, Illinois, Iowa, Missouri, Texas, Mississippi, Arkansas, and Indiana. Within those projects is a large concentration of Section 42 LIHTC housing. This is a highly competitive and quickly growing segment of the Affordable Housing industry that Pioneer has spent over 20 years performing within at a high level. Each year that is proven with the opportunities awarded in managing new LIHTC projects. PPMI is dedicated to continual growth within the industry and staying ahead of all trends headed its direction.

Renee Geyer has been with Pioneer since 2007 and oversees compliance monitoring for eight states (Illinois, Wisconsin, Mississippi, Indiana, Missouri, Arkansas, Iowa & Texas). She manages the compliance for over 80 LIHTC properties. Renee is a licensed Broker in both Illinois and Wisconsin and holds the following certifications: Housing Credit Certified Professional; Blended Occupancy Specialist; Certified Occupancy Specialist; Tax Credit Compliance Systems; and National Compliance

Professional.

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<u>Lee</u>	
PHONE: () EMAIL:	

Hooker DeJong: 1720 W Division St, Chicago, IL 60622 email: joshua@hdjinc.com Phone: 847.708.8846

The HDJ team combines creativity, experience, resourcefulness, and collaboration to provide the best possible design solutions to achieve our client's project objectives. Our full range of services include site selection assistance, pre-project planning, schematic design, design development, construction documents, bid negotiation, and construction administration. HDJ has the capacity of talent-base to deliver complex projects in a timely manner. Our architecture team, supporting projects throughout the country, is skilled in working closely with clients to achieve project success. HDJ's affordable housing portfolio includes successful outcomes with acquisition rehab, adaptive reuse renovation, new construction, historic preservation, RAD, mixed-use, low-mid- and high-rise apartments, stacked flats, townhomes, and scattered sites. (See Attachment V containing resumes of the project architects from this firm.)

Johnson & Lee: 1 East 8th St, Chicago, IL 60605 email: pcj@ilarch.net

Phone: (312)663-0225

Johnson & Lee Architects is an award winning design-oriented architectural and planning firm, which provides a wide range of services on the design and construction of residential, commercial, educational, institutional, interior, health care, office and historic preservation projects. The firm's work is based upon budgetary guidelines, scheduling, technical skills, sustainability, energy efficiency, green technology and an awareness of the human factors that must be considered to produce architectural and planning excellence. Our commitment to excellence, along with a

complete familiarity with current problem-solving techniques, software and building construction methods, enables us to meet any challenge in the field of architectural design, planning and building technology.

Phillip Craig Johnson has 44 years of experience in a variety of architectural areas prior to and since co-founding the firm in 1983. In May 2005, Mr. Johnson was elevated by the American Institute of Architects to the College of Fellows. Mr. Johnson served on the Board of The American Institute of Architects Chicago as an advisor to the Board of The Illinois Chapter of the National Organization of Minority Architects (INOMA). As one of Johnson & Lee's design principals, Mr. Johnson earned the Chicago AIA Chapter Design Excellence Award and also the Driehaus Neighborhood Design Award. Johnson & Lee, Ltd. is the only owned African-American architectural firm to achieve such prestigious awards. He is a member of the Art Institute of Chicago Leadership Advisory Committee, ABLE - Alliance of Business Leaders and Entrepreneurs, Chicago Architecture Club, Newhouse Architecture Committee, Art Institute, Museum of Contemporary Art, Near South Planning Board, Archeworks Board, City Club of Chicago, National Trust for Historic Preservation, Masters of Fine Art Program, Advisory Board for Columbia College Art & Design Department and the Chicago Historical Society Architectural Alliance. He was also a task force member with the Metropolitan Planning Council for Chicago Housing Authority Rehabilitation and Reinvestment Study, as well as an AIA Charette participant for New Housing for North Kenwood Development. Also, Mr. Johnson received the Lifetime Achievement AIA Award 2020.

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CONTACT PERSON:Ward, Murray, Pact &

CONTACT PERSON: Robert T. LeSage III

Johnson

PHONE: (___) _-__ PHONE: (<u>815)284</u>-<u>8200</u>

Address: 226 W. River St, P.O. Box 404, Dixon, IL 61021

Email: lesage@wmpj.com

Founded in 1862, Ward, Murray, Pace & Johnson, P.C. (WMPJ) is a full service, civil practice law firm. With 17 attorneys, the firm is one of the largest in northwest Illinois. The firm's goal is to utilize the highest ethical standards in providing excellent, cost-effective legal services to our clients. WMPJ provides a wide range of legal services for many types of clients. Clients include individuals, small business and partnerships, corporations, developers, school districts, cities, and many others. WMPJ helps its clients by providing a wide range of legal services in the following areas of law: personal injury, workers' compensation, employment, probate, real estate, estate planning, hospitals, schools, municipalities, state and federal civil litigation, bankruptcy/creditor

rights, banking, insurance, corporations, tax and environmental.

Robert LeSage earned his law degree from the Chicago-Kent College of Law in 1996, where he graduated cum laude. He received his B.A. from Northwestern University in 1993. Mr. LeSage was admitted to the Illinois Bar in 1996. He is a member of the Illinois State Bar Association, Whiteside County Bar Association, and Lee County Bar Association.

Mr. LeSage is currently Chairperson of the Dixon Public Scho Home Medical Supply. He also serves on the board of director Development Association.	₽
limit 4,000 Characters	
4.7 ROLE: CONTACT PERSON: CONTACT PERS	ON:
PHONE: () PHONE: ()_	PHONE: ()
limit 4,000 Characters	
4.8 ROLE:	
CONTACT PERSON: CONTACT PERS PHONE: () - PHONE: ()	ON: - PHONE: () -
N/A limit 4,000 Characters	
5. Has the assembled development team worked together previously of this relationship by citing describe why/how these parties have been selected.	· · · · — —
Crane Construction has built al of GCHD's residential developments, Charles, IL), Anthony Place Yorkville (Yorkville, IL), and Anthony Place developments. PPMI manages all of GCHD's developments. WMPJ hwell.	e Ottawa (Ottawa, IL). These are all Senior
The remaining members of the development team were selected ba fields, specifically as it relates to affordable housing, and to put GCH credits from IHDA.	·
limit 4,000 characters	

F. SOURCES AND USES OF FUNDS

Please list all sources of funds including dollar amount and timing of availability. List the proposed use of each source of funds, and include copies of firm commitment letters with all terms and conditions for all mortgages, grants, bridge (interim) loans and investment tax credits (historical, low-income, if applicable). **Please do not use acronyms.**

Sources of Permanent Financing

List in order of position proposed.

1.	Financial Institution: Bank of America	Interest Rate: 5.70%	Date funds available: May 2026
	Financing Program: Permanent Loan	Amortization Period: 35	Status of financing: LOI
	Amount: \$3,688,000	Loan Term: 18	Status Documentation Attached 🔀
	Contact: Chris Nash	Annual Debt Service: \$243,491	Affordability period or other financing
	Phone: 312-995-2205	Debt service position: 1st	restrictions:
2.	Financial Institution: Illinois Housing Development Authority	Interest Rate: 0%	Date funds available: March 2024
	Financing Program: Soft Funds – Exact Sources TBD	Amortization Period: N/A	Status of financing: Preliminary
	Amount: \$3,366,000	Loan Term: 30	Application To Be Submitted Fall 2022,

			Response Expected By Late December 2022
			Status Documentation Attached
	Contact: Christine Moran	Annual Debt Service: \$0	Affordability period or other financing
	Phone: 312.836.5273	Debt service position: 2 nd	restrictions: 30 Years
3.	Financial Institution: Kane County	Interest Rate: 0%	Date funds available: March 2024
	Financing Program: Affordable Housing Fund	Amortization Period: N/A	Status of financing: Status
	Amount: \$742,527	Loan Term: 20	Documentation Attached
	Contact: Josh Beck	Annual Debt Service: \$0	Affordability period or other financing
	Phone: 630.444.2960	Debt service position: 3rd	restrictions: 20 Years
4.	Financial Institution: Tax Credit Investor – Bank of America Affiliate	Interest Rate: 0%	Date funds available: March 2024
	Financing Program: LIHTC Equity	Amortization Period: N/A	Status of financing: LOI
	Amount: \$14,098,590	Loan Term: N/A	Status Documentation Attached 🛛
	Contact: Kasia Blechschmidt	Annual Debt Service: N/A	Affordability period or other financing
	Phone: 312.904.0012	Debt service position: N/A	restrictions: 30 Years
5.	Financial Institution: Anthony Place St. Charles II LP (To Be Formed)	Interest Rate: 0%	Date funds available: March 2024
	Financing Program: Deferred Developer Fee	Amortization Period: N/A	Status of financing: N/A
	Amount: \$376,652	Loan Term: N/A	Status Documentation Attached
	Contact: Chealon Shears	Annual Debt Service: N/A	Affordability period or other financing
	Phone: 847.564.7417	Debt service position: N/A	restrictions: N/A
6.	Financial Institution: ComEd	Interest Rate: 0%	Date funds available: May 2025
	Financing Program: Affordable Housing New Construction (Grant)	Amortization Period: N/A	Status of financing: Status Documentation Attached
	Amount: \$172,116	Loan Term: N/A	
	Contact: Program Administrator	Annual Debt Service: N/A	Affordability period or other financing
-	Phone: 855.433.2700	Debt service position: N/A	restrictions:
7.	Financial Institution: Anthony Place St. Charles II, LP	Interest Rate: 0%	Date funds available: March 2024
	Financing Program: General Partner Equity	Amortization Period: N/A	Status of financing: Application To Be
	Amount: \$100	Loan Term: N/A	Submitted Status Documentation Attached
	Contact: Chealon Shears	Annual Debt Service: N/A	Affordability period or other financing
	Phone: 847.858.0530	Debt service position: N/A	restrictions:
8.	Financial Institution:	Interest Rate:	Date funds available:
	Financing Program:	Amortization Period:	Status of financing:
	Amount:	Loan Term:	Status Documentation Attached
	Contact:	Annual Debt Service:	Affordability period or other financing
	Phone:	Debt service position:	restrictions:

Uses of Permanent Financing

Posit- ion	Acquisition Costs (A)	Construction/ Rehab (B)	Developer Fee (C)	Development Costs (D)	Financing Costs (E)	Other Costs (F)	Totals
1	\$	\$3,250,000	\$	\$138,000	\$300,000	\$	\$3,688,000
2	\$	\$3,300,000	\$	\$36,000	\$	\$	\$3,366,000
3	\$300,000	\$350,000	\$	\$92,527	\$	\$	\$742,527
4	\$800,000	\$9,741,890	\$1,223,348	\$977,150	\$821,002	\$535,200	\$14,098,590
5	\$	\$	\$376,652	\$	\$	\$	\$376,652
6	\$	\$172,116	\$	\$	\$	\$	\$172,116
7				\$100	\$	\$	\$100

8	\$	\$	\$	\$	\$	\$	\$
TOTALS	\$1,100,000	\$16,844,006	\$1,600,000	\$1,243,777	\$1,121,002	\$535,200	\$22,443,985

Low Income Housing Tax Credits

tow income floasing fax creats					
Will this project be financed using Low Income Hou	using Tax Credits? 🛛 Yes 🔲 No				
Type of Credit: 4% (or) 9%					
Allocation Status: IHDA PPA to Be Submitted Fall	Reservation Date: 2023				
2022, Response Expected Late December 2022					
Annual Tax Credit: \$1,500,000	Equity to be Raised: \$.94	Owner's Equity: \$100			
	\$14,098,590				
Tax Credit Syndicator: Bank of America	Address: 110 North Wacker Drive, Chicago	Phone:			
	IL 60606				
Have you received a commitment from the tax cre	dit syndicator? 🛛 Yes 🔲 No <i>(If Yes, pleas</i>	se attach)			

Sources of Construction Financing

<u> 30u</u>	rces of Construction Financing				
	Source of Financing	Amount	Contact Name and Phone Number	Date available	Documentation Attached & Labeled
1.	Construction Loan (Bank of America)	\$14,850,000	Chris Nash, 312.995.2205	March 2024(inst allments)	\boxtimes
2.	LIHTC Equity (Bank of America)	\$2,114,789	Chris Nash, 312.995.2205	March 2024	\boxtimes
3.	IHDA Soft Funds	\$3,366,000	Christine Moran, 312.836.5273	March 2024 (installme nts)	
4.	Kane County Affordable Housing Fund	\$742,527	Josh Beck, 630.444.2960	March 2024	
5.	ComEd Affordable Housing New Construction	\$172,116	Program Administrator, 855.433.2700	May 2025	
6.	General Partner Equity	\$100	Chealon Shears – 847.564.7417	March 2024	
7.		\$			
8.		\$			
9.		\$			
10.		\$			

G. RENTAL PROJECT INFORMATION

For each cost category, you must enter the total cost, and mark whether you are requesting to use Affordable Housing Funds for that item.

ACQUISITION COSTS	TOTAL COST	PROPOSED USE OF AHF
Land Acquisition Costs	\$1,050,000	\boxtimes
Land Acquisition Closing Costs (title, recording, etc.)	\$50,000	
Building Acquisition Costs	\$	
Building Acquisition Closing Costs (title, recording, etc.)	\$	
Other:	\$	

Acquisition Total (A)	\$1,100,000	
	\$1,100,000	
CONSTRUCTION/REHAB COSTS		
Site Work	\$	
Demolition	\$	
Rehabilitation/Construction	\$14,249,907	\boxtimes
Equipment	\$	
General Requirements	\$854,994	\boxtimes
Contractor's Overhead	\$	
Contractor's Profit	\$854,994	\boxtimes
Bonding Fee	\$105,560	
Builder's Risk Insurance	\$	
Other:	0	
Subtotal	\$16,065,455	
Construction Contingency (5%)	\$712,495	
Construction/Rehab Total (B)	\$16,777,950	
Developer's Fee (9.5% of Acquisition and Construction/Rehab) (C)	\$1,600,000	
DEVELOPMENT COSTS		
Real Estate Matters		
Partnership Formation	\$	
Subdivision	\$	
	\$75,000	
Other: Legal (Transaction and Sponsor)	\$75,000	
Project Design	\$406.077	
Architectural (Design)	\$406,977	X
Architectural (Supervision)	\$136,556	
Cost Estimate	\$10,000	
Engineering	\$55,000	
Value Engineering	\$	
Site Investigation	\$	
Other: Green Consulting, Materials Testing, Geotech, Soft Cost Contingency	\$138,184	
Project Planning		F-1
All Fees	\$	
Permits	\$45,000	
Appraisal (pre-purchase)	\$7,000	
Appraisal (post-rehab)	\$	
Environmental Study	\$5,000	
Lead Based Paint Inspection	\$	
Market Study	\$8,200	
Survey	\$17,000	
Utility Fees	\$50,000	
Other: Accounting, FFE	\$150,000	
Marketing/Leasing		
Marketing	\$30,000	
Operating Reserve	\$201,315	
Other: Insurance/Tax Escrow, Replacement Reserves, Non-Marketing Rent	\$234,800	
Up Costs		
Development Total (D)	\$	
FINANCING COSTS	TOTAL COST	
Tax Credits	44== 55=	<u> </u>
Tax Credit Fee	\$155,000	
Tax Credit Counsel	\$	
Cost Certification	\$	
Other: Legal Syndication Fee	\$55,000	
Other:	\$	
Tax-Exempt Bond Financing		
Bond Counsel	\$	
Underwriter's Fee	\$	

Other:	\$	
Other:	\$	
Conventional Loans		
Construction Loan Origination Fees	\$111,375	· 🔲
Construction Loan Legal Fees	\$50,000	
Permanent Loan Origination Fees	\$36,880	
Permanent Loan Legal Fees	\$15,000	
Loan Recordation Taxes/Fees	\$50,000	
Other:	\$	
Other:	\$	
Other Loans		
Legal Fees	\$	
Loan Recordation Taxes/Fees	\$	
Other: Lender Inspection & Cost Review	\$60,000	
Other: Third Party Reports	\$25,000	
Construction Period Interest	\$737,747	
Financing Total (E)	\$1,296,002	
OTHER COSTS		
Relocation	\$	
Other: Construction Period Taxes	\$100,000	
Other Costs Total (F)	\$100,000	
TOTAL DEVELOPMENT COST (A+B+C+D+E+F) =	\$22,443,985	

Project Income/Expenses:

Provide the following information regarding rental project income and expenses for the first year of operation following construction/rehabilitation. We expect that these figures will be used as a baseline in your pro-forma.

Unit Mix and Project Income:

# of Bedrooms	# of Units	Average Square Feet	Gross Monthly Rent/Unit	Allowance for Tenant-Paid Utilities*	Net Monthly Rent/Unit
0			\$	\$	\$
1	48	764	\$514-1,455	\$35	\$479-1,420
2	12	1,042	\$617-1,746	\$42	\$575-1,704
3			\$	\$	\$
4			\$	\$	\$
ΤΟΤΔΙ			•		

^{*} See Appendix A of the "Guidelines for Rental Projects" for guidance regarding establishing a utility allowance schedule.

Annual Income:

Income Source	Amount
Rental Income (Gross)	\$727,433
Misc. Income	\$2,160
	\$729,593

Annual Expense:

Annual Administrative Expenses		
Expense Item	Amount	
Management Fee	\$41,149	
Legal/Accounting	\$20,000	
Administrative	\$30,080	
Advertising	\$1,200	
Other: Manager Payroll	\$50,000	

Other: IHDA and Kane County Manitoring Food	¢1 600
Other: IHDA and Kane County Monitoring Fees	\$1,600 \$
Other: Total Administrative	
	\$144,029
Annual Operating Expenses	
Expense Item	Amount
Natural Gas (& other fuel)	0
Electricity	\$24,000
Water/Sewer	\$28,000
Trash Removal	\$13,200
Janitorial	\$6,000
Exterminating	\$3,400
Other: Operating and Maintenance Payroll	\$25,000
Other:	\$
Other:	\$
Total Operating	\$99,600
Annual Maintenance Expenses	
Expense Item	Amount
Building Maintenance	\$26,200
Ground Maintenance	\$6,000
Security	\$6,400
Decorating	\$3,400
Replacement Reserve	\$21,000
Other:	\$
Other:	\$ \$
Other:	\$
Total Maintenance	\$63,000
Annual Taxes and Insurance	
Expense Item	Amount
Real Estate Taxes	\$72,000
Insurance	\$24,000
Other:	\$
Other:	\$
Total Taxes and Insurance	\$96,000
Annual Resident Services Expens	
Expense Item	Amount
Cost of Supportive Services (for this project only)	\$
Other	\$
Other:	\$
Total Resident Services	\$
Total Annual Project Expenses	\$ <u>402,629</u>

*PRO FORMA- Updated Oct. 2022- reflects budget gap (application references figures from previous pro forma)

Anthony Place at St Charles II

Sources and Uses

Summary

Total Units	60
9% Project - Total Units	60
4% Project - Total Units	0
Cost per Unit	\$397,669
Construction Cost Per Unit	\$302,966
Total Square Footage	
Acquisition Cost	\$1,100,000
Project Based Vouchers	0
LIHTC Pricing	\$0.940
IAHTC Pricing	\$0.000

Sources - Permanent	
LIHTC Equity	14,098,590
Perm Loan	3,407,000
IHDA Soft Funds	3,579,000
Kane County Affordable Housing Funds	742,527
Other	0
ComEd	172,116
Commercial - GP Equity	0
Residential - GP Equity	100
Deferred Developer Fee	375,000
Total	\$22,374,333

Uses	
Land Cost/Acquisition	1,100,000
Construction	18,177,954
Architect and Engineering	805,776
Financing	1,210,952
Legal Fees	140,000
Reserves	335,260
Other Project Costs	535,200
Developer Fee	1,500,000
Syndication Costs	55,000
Total	\$23,860,142

(Gap) Surplus

(\$1,485,809)

Anthony Place at St Charles II Project Budget

Land Cost or Value	AND COST/ACQUISITION	Total Cost
Acquisition Legal Other Acquisition Other Acquisition Other Acquisition Site Work Grading Buildings Contractor Overhead Contractor Profit Construction Escalation P&B Bond (Insurance Winter Conditions Lane Closures Utility Connections Lane Closures Utility Connections Utility Connections Supervision Utility Connections Utility Connections Supervision Utility Connections Supervision Utility Construction Costs Design Supervision Supervision Lane Cosures Utility Construction Costs Design Supervision Supervision Utility Consulting Coll engineer Code Code Contractor Code Code Code Code Code Code Code Code		1,050,00
	Acquition Legal	
Site Work Site Work Site Work Site Work Site Work Grading Sulidings 15,369,9 Sulidings 22,1 Soft Site Work Sulidings 15,369,9 Soft Site Work Sulidings 15,369,9 Soft Site Work		50,00
Site Work Grading	Subtotal Land Cost / Acquisition Cost	1,100,00
Standard		
Buildings 15,869,9 922,1		
Contractor Overhead Contractor Profit Construction Escalation P&P Bond / Insurance Winter Conditions Lane Closures Utility Connections Utility Connections Subtotal New Construction Costs 17,393,4 Downer Hard Cost Contingency 768,4 RCHITECTURAL FEES Design Supervision 147,4 Landscape Architect Utility Consulting Civil engineer 67,5 Suty Engineer Permit Expeditor Survey 17,0 Green Consulting Civil engineer Permit Expeditor Utility Consulting Civil engineer Other Other Owner's Rep Materials Testing Geotech 25,0 Distotal Survey & Engineering Construction Loan Interest Origination Fee Bond Cost of Issuance Bond Issuance Admin Fee & Bond Legal Reserve Bond Trustee Fee Lender Inspections & Cost Review Construction Period Insurance & Taxes Security Title & Recording Utility Consultion Fee Lender Inspections & Cost Review Construction Period Insurance & Taxes Security Title & Recording Utility Construction Interest Fees Lender Inspections & Cost Review Construction Period Insurance & Taxes Security Title & Recording Utility Construction Interest & Fees Lender Legal Paid by Applicant Bond Issuance Differ Insurance & Taxes Security Title & Recording Utility Construction Interest & Fees Lender Legal Paid by Applicant Bond Insurance & Taxes Security Title & Recording Utility Construction Interest & Fees Lender Legal Paid by Applicant Bond Insurance & Taxes Security Title & Recording Utility Construction Interest & Fees Lender Legal Paid by Applicant Bond Insurance & Consel Other (transaction + sponsor) 75.0 Subtotal Permaner Consel Other (transaction + sponsor) 75.0 Transaction Fee & Carryover Fees Donation Tax Credit Reserve RE Tax Escrow Horring Constitution Certification Phase I Fees I France Reserves Donation Tax Credit Reserves United Reserves Donation Tax Credit Reserves Fees I France Reserves Donation Tax Credit Reservation Fee Appraisal Tonant Improvements Permit Fees Marketing France Reserves Donation Tax Credit Reservation Fee Appraisal Tonant Improvements Permit Fees Marketing France Reserves Donation Tax Credi	Buildings	15,369,90
Contractor Profit September Septembe	General Requirements	922,19
P&B Bond / Insurance		922,19
Winter Conditions		400.40
Lane Closures Utility Connections 50,00		129,10
Description	Lane Closures	
Design 438,9		50,00 17,393,40
Design		
Design Supervision 147,4	Owner Hard Cost Contingency	768,49
Supervision	ARCHITECTURAL FEES	
Landscape Architect		
SURVEY & ENGINEERING	Landscape Architect	
Divide regimeer 17.0 17.	Subtotal Architectural Costs	586,38
Permit Expeditor Survey 17.0 Green Consulting 59.8	SURVEY & ENGINEERING	
Survey 17,0 59,8		67,51
Utility Consulting	Permit Expeditor Survey	17,00
Other	Green Consulting	59,87
Other Owner's Rep Malerials Testing 200 250		
Materials Testing		
Construction Financing & COSTS		
District Survey & Engineering 219.3		50,01 25,01
Construction Loan Interest 621,5	Subtotal Survey & Engineering	219,3
Construction Loan Interest 621,5	CONSTRUCTION FINANCING & COSTS	
Bond Cost of Issuance	Construction Loan Interest	821,5
Bond Issuance Admin Fee & Bond Legal Reserve		120,3
Bond Trustae Fee		
Construction Period Insurance & Taxes 100,0	Bond Trustee Fee	
Security		
Subtotal Construction Interest & Fees	Security	100,01
Permit Name		40,0
Perm Loan Origination Fee 34.0	Subtotal Construction Interest & Fees	1, 141,0
Loan 3rd Party Reports 25.0		
EGAL FEES	PERMANENT FINANCING Perm Loan Origination Fee	3/1.01
LEGAL FEES	Perm Loan Origination Fee	
Lender Legal Paid by Applicant 65.0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Title & Recording	25,00 10,00
Bond/Issuer Counsel	Perm Loan Origination Fee Loan 3rd Party Reports	25,00 10,00
Other (transaction + sponsor) 75.0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Title & Recording subtotal Permanent Financing Costs LEGAL FEES	34,07 25,00 10,00 69,07
Vertical Content Vertical Content	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant	25,00 10,00
Working Capital Reserve	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond'(Issuer Counsel Other (tensaction + sponsor)	25,00 10,00 69,07 65,00
RE Tax Escrow	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording subtotal Permanent Financing Costs EGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel	25,00 10,00 69,07
Insurance Escrow 31,5 Replacement Reserves 45,0 Operating Reserves 2082 Operating Reserves 2082 Subtotal Reserve Costs 335,2 Operating Reserves 2082 Subtotal Reserve Costs 335,2 OTHER PROJECT COSTS Tax Credit Application 5,0 LIHTC Reservation Fee & Carryover Fees 150,0 Donation Tax Credit Reservation Fee Appraisal 7,0 Third Party Construction Certification 10,0 Phase II 5,0 Phase II 7,0 Tenant Improvements 45,0 Permit Fees 45,0 Impact Fees 125,0 Impact Fees 125,0 Market Study 2,2 Accounting 2,2 Accounting 2,5 Non-marketing 15,0 Subtotal Consultant 5,0 Subtotal Operation 5,1 SubvetLOPER COSTS 5,1 Developer Fee 1,500,0 Ligal - Syndication 55,0 Consultant - Syndication 55,0 Consulta	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bondifsuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs	25,00 10,00 69,07 65,00
Replacement Reserves 45.0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording Subtotal Permanent Financing Costs EGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve	25,00 10,00 69,07 65,00 75,00 140,00
Differ PROJECT COSTS	Perm Loan Origination Fee Loan 3rd Party Reports Perm Title & Recording subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow	25,01 10,01 69,01 65,01 75,01 140,01
Tax Circlit Application	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording subtotal Permanent Financing Costs EGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves	25,01 10,01 69,01 65,01 75,01 140,01 49,51 31,51 45,01
Tax Credit Application 5.0 LIHTC Reservation Fee & Carryover Fees 150,0 Donation Tax Credit Reservation Fee 7.0 Appraisal 7.0 Third Party Construction Certification 10,0 Phase I 5.0 Phase II 7.0 Tenant Improvements 7.0 Permit Fees 45.0 Impact Fees 45.0 Marketing 30,0 FF&E 125.0 Market Study 8.2 Accounting 25.0 Non-marketing Rent Up Costs 125.0 Financial Consultant 56ft Cost Contingency 16.0 Subtotal Other Costs 551,2 Developer Fee 1,500,0 Subtotal Developer Costs 1,500,0 SYNDICATION COSTS 25,0 Consultant - Syndication 55,0 Consultant - Syndication 55,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves	25,0(10,0) 69,0' 65,0(75,0(140,0) 49,5(45,0) 29,2(
LHTC Reservation Fee & Carryover Fees 150,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves	25,0(10,0) 69,0' 65,0(75,0(140,0) 49,5(45,0) 29,2(
Appraisal 7,0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording Jubiotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bondifsuer Counsel Other (transaction + sponsor) Jubiotal Attorney Costs Morking Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Jubiotal Reserves Operating Reserves Jubiotal Reserves Operating Reserves Jubiotal Reserve Costs	25,01 10,00 69,0' 65,01 75,01 140,01 49,51 31,51 45,01 209,22 335,21
Third Party Construction Certification	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (Iransaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Subtotal Reserves Operating Reserves Subtotal Reserve So DITHER PROJECT COSTS Tax Credit Application	25,01 10,01 69,0' 65,0' 75,0' 140,0' 49,5' 31,5' 45,0' 209,2' 335,2'
Phase I 5.0 Phase II 5.0 Penal Improvements 45.0 Permit Fees 45.0 Impact Fees 30.0 Marketing 30.0 FFAE 125.0 Market Study 8.2 Accounting 25.0 Non-marketing Rent Up Costs 125.0 Financial Consultant 56f Cost Contingency Subtobit Other Costs 551.2 DEVELOPER COSTS 50EVELOPER COSTS Developer Fee 1,500.0 SYNDICATION COSTS 55.0 Legal - Syndication 55.0 Consultant - Syndication 55.0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording Jubiotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Jubiotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Subtotal Reserve Costs DTHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee	25,01 10,01 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,21 5,01 150,01
Tenatl Improvements	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bondifsuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Operating Reserves Operating Reserves Differ ROJECT COSTS Tax Credit Application Lift C Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal	25,01 10,00 69,0' 65,0' 75,01 140,0' 49,5' 31,5,4 45,0' 209,2' 335,2'
Permit Fees	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Subtotal Reserve Costs STHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,21 335,21 5,01 150,00 7,00
Impact Fees	Perm Loan Origination Fee Loan 3rd Party Reports Perm Title & Recording Subtotal Permanent Financing Costs **EGAL FEES** **Lender Legal Paid by Applicant Bond'issuer Counsel Other (transaction + sponsor) **Subtotal Attorney Costs **RESERVES** Working Capital Reserve Re Tax Esorow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Operating Reserves **DITHER PROJECT COSTS** Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase II Phase II	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,21 335,21 5,01 150,00 7,00
FFAE	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (Iransaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Subtotal Reserve Costs Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase II Phase II Tenant Improvements	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,21 335,21 5,01 150,00 10,00 5,00
Market Study 8.2 Accounting 25.0 Non-marketing Rent Up Costs 125.0 Financial Consultant 125.0 Soft Cost Contingency 16.0 Subtotal Other Costs 551,2 DEVELOPER COSTS 2 Developer Fee 1,500,0 Subtotal Developer Costs 1,500,0 SYNDICATION COSTS 2 Legal - Syndication 55,0 Consultant - Syndication 55,0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Tille & Recording Jubiotal Permanent Financing Costs EGAL FEES Lender Legal Paid by Applicant Bondifssuer Counsel Other (transaction + sponsor) Jubiotal Attorney Costs EESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Jubiotal Attorney Costs OPER PROJECT COSTS Tax Credit Application LiHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Tenant Improvements Permit Fees Impact Fees	25,01 10,00 69,01 65,01 75,01 140,01 49,51 45,01 209,21 335,21 150,00 7,00 10,00 5,01
Non-marketing Rent Up Costs 125,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bondifsuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Subtotal Reserve Costs Tax Credit Application LHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase II Phase II Tenant Improvements Permit Fees Impact Fees Marketing	25,01 10,01 69,0' 65,0' 75,0' 140,0' 49,5' 31,5' 45,0' 209,2' 335,2' 5,0' 150,0' 7,0' 10,0' 5,0' 45,0' 30,0' 30,0'
Financial Consultant Soft Consultant Soft Consultant Soft Cost Contingency 16,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Subtotal Reserve Costs DTHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Fenant Improvements Permit Fees Impact Fees Marketing FF&E Market Study	25,00 10,00 69,01 65,01 75,00 140,01 49,50 31,51 45,00 209,20 335,21 5,00 150,00 10,00 45,00 45,00 30,00 125,00 8,20 8,20 8,20 8,20 8,20 8,20 8,20 8
Sent Cost Contingency 16.0	Perm Loan Origination Fee Loan 3rd Party Reports Perm Title & Recording Subtotal Permanent Financing Costs **EGAL FEES** Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) **ESERVES** Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Tenant Improvements Permit Fees Impact Fees Impact Fees Marketing FF&E Market Study Accounting	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,54 45,01 209,22 335,21 5,00 150,00 45,01 45,01 150,01 120,01
DEVELOPER COSTS 1,500,0 Developer Fee 1,500,0 Subtotal Developer Costs 1,500,0 SYNDICATION COSTS 1 Legal - Syndication 55,0 Consultant - Syndication 55,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs **EGAL FEES** Lender Legal Paid by Applicant Bond'ilssuer Counsel Other (transaction + sponsor) **RESERVES** Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Teser (and in the sponsor) IHIT Creservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Tenant Improvements Permit Fees Impact Fees Impact Fees Marketing FF&E Market Study Accounting Non-marketing Rent Up Costs Financial Consultant	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 299,22 335,21 5,00 150,00 10,01 5,01 45,01 20,02 20,0
Developer Fee 1,500,0 Subtotal Developer Costs 1,500,0 SYNDICATION COSTS Legal - Syndication Consultant - Syndication 55,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (Iransaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Subtotal Reserve Costs OTHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase II Phase II Tenant Improvements Permit Fees Impact Fees Market Study Accounting Non-marketing Rent Up Costs Financial Consultant Soft Cost Contingency	25,01 10,00 69,0' 65,0! 75,0! 140,0! 49,5! 31,5! 45,0! 209,2! 335,2! 5,0! 150,0! 45,0! 45,0! 24,0! 25,0! 25,0! 25,0! 25,0!
SyNDICATION COSTS 1,500,0 Legal - Syndication 55,0 Consultant - Syndication 55,0	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs **EGAL FEES** Lender Legal Paid by Applicant Bond'ilssuer Counsel Other (transaction + sponsor) **RESERVES** Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Teser (and in the sponsor) IHIT Creservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Tenant Improvements Permit Fees Impact Fees Impact Fees Marketing FF&E Market Study Accounting Non-marketing Rent Up Costs Financial Consultant	25,01 10,00 69,0' 65,0! 75,0! 140,0! 49,5! 31,5! 45,0! 209,2! 335,2! 5,0! 150,0! 45,0! 45,0! 24,0! 25,0! 25,0! 25,0! 25,0!
EYNDICATION COSTS Legal - Syndication 55,0 Consultant - Syndication	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Subtotal Reserve Costs OTHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase II Phase II Tenant Improvements Permit Fees Impact Fees Market Study Accounting Non-marketing Rent Up Costs Financial Consultant Soft Cost Contingency Subtotal Costs	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,21 335,21 5,01 10,01 125,01 125,01 125,01 125,01 125,01 16,01
Legal - Syndication 55,0 Consultant - Syndication	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond'ilssuer Counsel Other (transaction + sponsor) Other Export Replacement Reserve Operating Reserves Operating Pees Operati	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,22 335,21 5,00 150,00 125,00 45,01 25,01 125,01 125,01 125,01 125,01 155,01
Consultant - Syndication	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Operating Reserves Tax Credit Application LHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Tenant Improvements Permit Fees Impact Fees Marketing FF&E Market Study Accounting Non-marketing Rent Up Costs Financial Consultant Soft Cost Contingency Subtotal Developer Fee Subtotal Developer Costs	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,22 335,21 5,00 150,00 125,00 45,01 25,01 125,01 125,01 125,01 125,01 155,01
	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (Iransaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Subtotal Reserve Costs OTHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase II Phase II Phase II Phase II Phase II Fees Impact Fees Marketing FF&E Market Study Accounting Non-marketing Rent Up Costs Financial Consultant Soft Cost Contingency Subtotal Poests Developer Fee Subtotal Developer Costs SYNDICATION COSTS	25,00 10,00 69,01 65,01 75,01 140,01 49,51 31,51 45,01 209,21 335,21 5,01 150,01 45,01 20,01 125,01 125,01 125,01 150,01 150,01
	Perm Loan Origination Fee Loan 3rd Perly Reports Perm Title & Recording Subtotal Permanent Financing Costs LEGAL FEES Lender Legal Paid by Applicant Bond/Issuer Counsel Other (transaction + sponsor) Subtotal Attorney Costs RESERVES Working Capital Reserve RE Tax Escrow Insurance Escrow Replacement Reserves Operating Reserves Operating Reserves Subtotal Reserve Costs SUTHER PROJECT COSTS Tax Credit Application LIHTC Reservation Fee & Carryover Fees Donation Tax Credit Reservation Fee Appraisal Third Party Construction Certification Phase I Phase II Tenant Improvements Permit Fees Impact Fees Market Sudy Accounting Non-marketing Rent Up Costs Financial Consultant Soft Cost Contingency Subtotal Other Costs Developer Fee Subtotal Developer Costs Developer Fee Subtotal Developer Costs SPENDLCATION COSTS Legal - Syndication	25,01 10,01 69,01 65,01 75,01 140,01

Anthony Place at St Charles II Operating Expenses

			Total	Per Unit
	Subtotals			
Administrative	\$82,880			
Administrative / Manager Payroll	402,000		50,000	833
Employee Benefits, Payroll Taxes, Workers C	Comp		9,500	158
Administrative Rent Free Unit	•		-,	0
Office or Model Apartment Rent				0
Office Equipment			3,680	61
Telephone / Cell			8,100	135
Internet				0
Cable / Satellite			3,800	63
Postage & Delivery			·	0
Staff Professional Development				0
Staff Travel				0
Advertising & Marketing			1,200	20
LIHTC Monitoring (IHDA)	per LIHTC unit	\$25	1,500	25
KC AHF Monitoring (Kane County)	·		100	2
Misc.			5,000	83
Professional Fees	\$15,000		,	
Legal	\$197		5,000	83
Accounting / Audit			10,000	167
Bookkeeping			-	0
Other			-	0
Operations & Maintenance	\$84,200			
Operating & Maintenance Payroll	\$1,108		25,000	417
Operating & Maintenance Rent Free Unit			-	0
Security			5,500	92
Pest Control			2,400	40
Trash / Recycling Removal			13,200	220
Snow Removal			10,000	167
Landscaping & Grounds Upkeep			6,000	100
Janitorial Supplies			6,000	100
Elevator			5,500	92
HVAC Maintenance			,	0
Plumbing & Electrical Maintenance				0
Painting, Decorating & Flooring - Common Sp	pace		3,400	57
Painting, Decorating & Flooring - Units			-	0
Other			7,200	120
Utilities	\$54,000		,	•
Gas	PUPY	\$0	-	0
Electricity	PUPY	\$400	24,000	400
Water / Sewer	PUPY	\$500	30,000	500
Other Utilities			-	0
Taxes & Insurance	\$120,000			
Real Estate Taxes			90,000	1,500
Property & Liability Insurance			30,000	500
Other			-	0
Management Fees	\$41,439			
Property Management Fee	% of EGI	6%	41,439	691
Reserves	\$21,000			
Replacement Reserve	PUPY	\$350	21,000	350
Operating Reserve			-	0
Fiscal Agent Fee			-	0
Other			-	0
TOTAL OPERATING EXPENSES			\$418,519	\$6,975
			Ţ .	+ 3,0. 9

Anthony Place at St Charles II Residential Rent Assumptions and Unit Mix TOTAL

30% AMI		Number of Units	Gross Rents	Utility Allowance	Net Rents	Monthly Total
	Studio 1BR	- 18	- 514	35	479	8,620
		10				0,020
	2BR	-	617	42	575	-
	3BR	-	-	-		-
	4BR	_	-			-
	Total	18				8,620
50% AMI		Number of	Gross	Utility	Net Rents	Monthly
		Units	Rents	Allowance	TTC: TTCITES	Total
	Studio		Rents			Total
	Studio 1BR	Units - -	Rents	Allowance - 35	943 976	Total - -
		-	Rents		943	-
	1BR	į.	Rents	- 35	943 976	-
	1BR 2BR	-	Rents	- 35	943 976 1,171	-
	1BR 2BR 3BR	:	Rents	35 42	943 976 1,171	- - -

60% AMI		Number of Units	Gross Rents	Utility Allowance	Net Rents	Monthly Total
	Studio	-	-	-	-	-
	1BR	17	1,056	35	1,021	17,352
	2BR	8	1,266	42	1,224	9,794
	3BR	-	-	-	-	-
	4BR	-	-	-	-	-
	Total	25				27 146

80% AMI	Number of Units	Gross Rents	Utility Allowance	Net Rents	Monthly Total
Studio	-	-	-	-	-
1BR	13	1,455	35	1,420	18,464
2BR	4	1,746	42	1,704	6,817
3BR	-	-	-	-	-
4BR	-	-		-	-
Total	17				25,281

Commercial	Square Feet	TI/sf	TI	Rent/SF	Yearly	Total
NA	0	\$0	\$0	\$0	-	
	0	\$0	\$0	\$0	-	

TOTAL

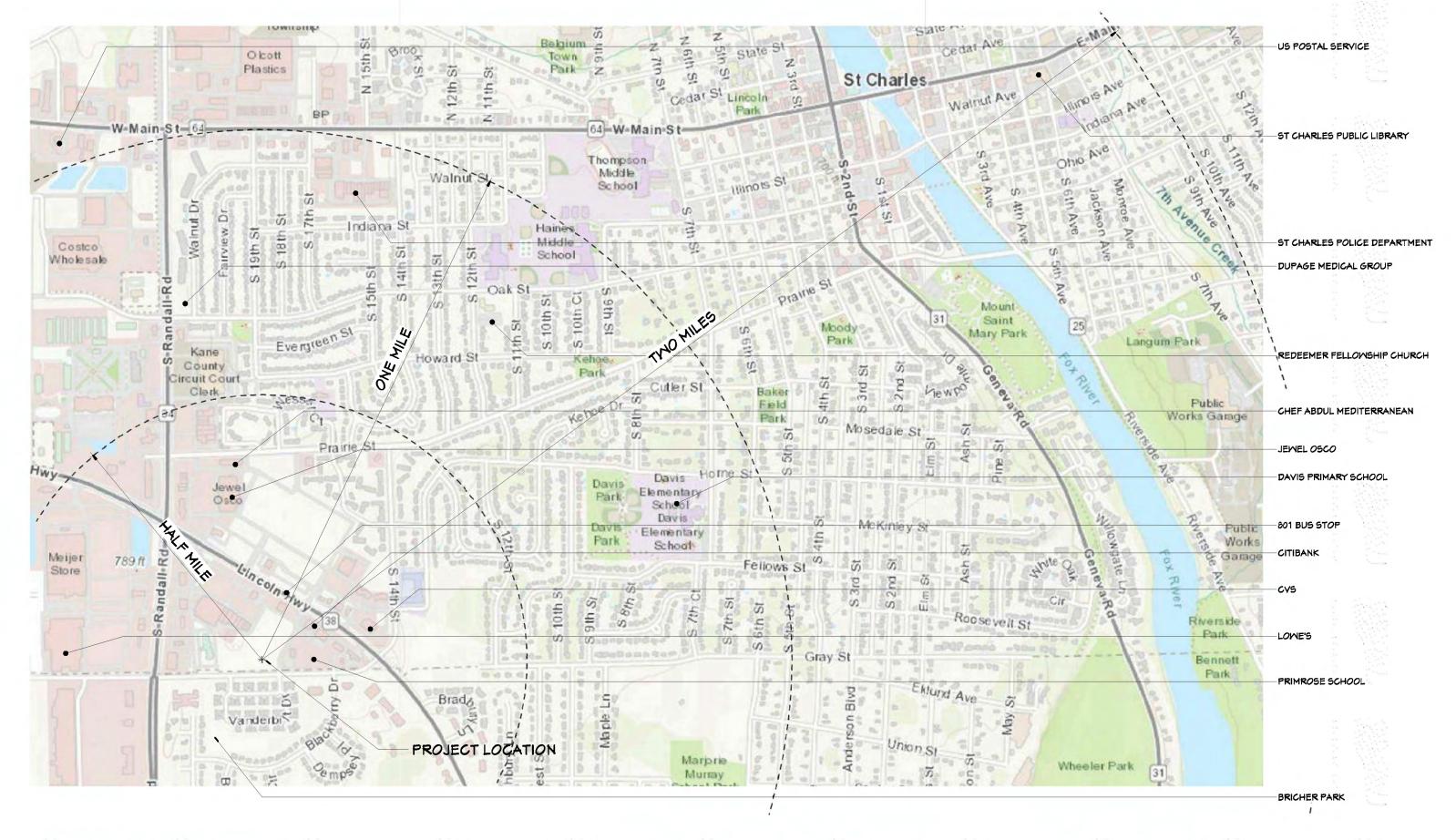
TOTAL							
Summary of Ren	ntal Income			Unit N	fix and Resi	idential Square Foo	tage Table
Total Units	60		Type	GSF	Count	% of total	Gross Total
Rent Sources	Monthly	Yrly					
LIHTC Rent	61,048	732,574	Studio	-	-	0%	=
Other Income	180	2,160	1BR	764	48	80%	36,672
Unrestricted Units	-	-	2BR	1,042	12	20%	12,504
Commerical Rent	-	-	3BR		-	0%	
TOTAL RENTAL INCOME	61,228	734,734	4BR	-	-	0%	
			Total SF - F	Resi Units	60		49,176
			Amenities/N	Igmt Office/Hall	ways		-
			Commercial	Tenant			-
			Total SF - C	Other			
			Total SF				83,236
			Garage				
			TOTAL PRO	DJECT SQUAR	E FOOTAG	SE .	83,236

	20% AMI	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	MR	Total
Studio	0	0	0	0	0	0	0	0	0
One Bedroom	0	18	0	0	17	0	13	0	48
Two Bedroom	0	0	0	0	8	0	4	0	12
Three Bedroom	0	0	0	0	0	0	0	0	0
Four Bedroom	0	0	0	0	0	0	0	0	0
Total	0	18	0	0	25	0	17	0	60
%	0.0%	30.0%	0.0%	0.0%	41.7%	0.0%	28.3%	0.0%	100.0%

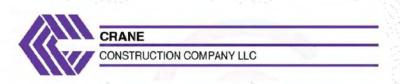
Anthony Place at St Charles II Residential Rent Assumptions and Unit Mix

	2076	30 76	40 /6	30 76	00 76	/ U 70	0076
Average AMI	0.0%	30.0%	0.0%	0.0%	41.7%	0.0%	28.3%
56.7%	0.0%	9.0%	0.0%	0.0%	25.0%	0.0%	22.7%
OV							

Operating Cash Flow - 9%	,		Rent Increase 2 Exp Increase 3 R.E. Tax Incre 4	3%	Reserves Inc Resi Vacancy		Jnits (60											
		ı	Mkt Rent Incre 2	2%	Comm Vacanc	50%	Comm Increa:2	2%											
WOOME	Year 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
INCOME	700 574	7.17.000	700 470	777 440	700.000	000 004	004.007	044.407	050.007	075 404	000 004	040.004	000 004	0.47.000	000 040	005.040	4 005 007	4 005 704	
Residential	732,574	747,226	762,170	777,413	792,962	808,821	824,997	841,497	858,327	875,494	893,004	910,864	929,081	947,663	966,616	985,948	1,005,667	1,025,781	1,
Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Gross Income	732,574	747,226	762,170	777,413	792,962	808,821	824,997	841,497	858,327	875,494	893,004	910,864	929,081	947,663	966,616	985,948	1,005,667	1,025,781	1,
Miscellaneous Income	2,160	2,203	2,247	2,292	2,338	2,385	2,433	2,481	2,531	2,581	2,633	2,686	2,739	2,794	2,850	2,907	2,965	3,025	
Vacancy - Residential	(44,084)	(44,966)	(45,865)	(46,782)	(47,718)	(48,672)	(49,646)	(50,639)	(51,651)	(52,685)	(53,738)	(54,813)	(55,909)	(57,027)	(58,168)	(59,331)	(60,518)	(61,728)	
Vacancy - Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EFFECTIVE GROSS INCOME	690,650	704,463	718,552	732,923	747,582	762,533	777,784	793,340	809,207	825,391	841,899	858,737	875,911	893,429	911,298	929,524	948,114	967,077	
EXPENSES																			
Residential Operating Expenses except Real Estate Taxes	(328,519)	(338,375)	(348,526)	(358,982)	(369,751)	(380,844)	(392,269)	(404,037)	(416,158)	(428,643)	(441,502)	(454,747)	(468,390)	(482,441)	(496,914)	(511,822)	(527,177)	(542,992)	(
Real Estate Taxes	(90,000)	(93,600)	(97,344)	(101,238)	(105,287)	(109,499)	(113,879)	(118,434)	(123,171)	(128,098)	(133,222)	(138,551)	(144,093)	(149,857)	(155,851)	(162,085)	(168,568)	(175,311)	
Commercial Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Expenses	(418,519)	(431,975)	(445,870)	(460,219)	(475,038)	(490,342)	(506,148)	(522,471)	(539,329)	(556,741)	(574,724)	(593,298)	(612,482)	(632,298)	(652,765)	(673,907)	(695,745)	(718,303)	
NET OPERATING INCOME	272,131	272,488	272,682	272,704	272,544	272,191	271,637	270,869	269,877	268,650	267,174	265,439	263,429	261,132	258,533	255,617	252,370	248,774	_
Debt Service	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	(224,939)	
NET CASH FLOW	47,192	47,550	47,744	47,765	47,605	47,253	46,698	45,930	44,939	43,711	42,236	40,500	38,490	36,193	33,594	30,679	27,431	23,835	
Debt Coverage Ratio	1.21	1.21	1.21	1.21	1.21	1.21	1.21	1.20	1.20	1.19	1.19	1.18	1.17	1.16	1.15	1.14	1.12	1.11	
Per unit expenses before Debt Service	6,975	7,200	7,431	7,670	7,917	8,172	8,436	8,708	8,989	9,279	9,579	9,888	10,208	10,538	10,879	11,232	11,596	11,972	
Distribution of Cash Flow																			
Net Cash Flow	47,192	47,550	47,744	47,765	47,605	47,253	46,698	45,930	44,939	43,711	42,236	40,500	38,490	36,193	33,594	30,679	27,431	23,835	
LP Asset Mgmt Fee	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829	8,063	8,305	8,555	8,811	9,076	-	-	-	
Partnership Mgmt Fee	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	-	-	-	
Nat	33,692	33,870	33,879	33,709	33,352	32,797	32,034	31,051	29,838	28,383	26,672	24,695	22,436	19,882	17,019	30,679	27,431	23,835	_



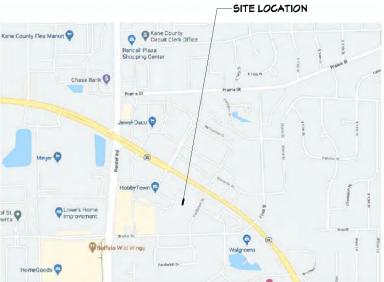






SITE LOCATION MAP





VICINITY MAP

SITE INFORMATION

PARCEL NUMBER: 04-33-351-025 SITE AREA: 64,440 SF / 4.91 ACRES (GURRENT)

PROPOSED LOT A: 1.42 ACRES PROPOSED LOT B (PROPOSED PROJECT): 1.55 ACRES PROPOSED LOT G: 0.84 ACRES

ZONING:	GURRENT: BR - REGIONAL BUSINESS							
LOT COVERAGE:	86% (Building and Parking)							
FRONT SETBACK:	15'							
REAR SETBACK:	15'							
SIDE SETBACKS:	10'							
BUILDING HEIGHT:	4 STORIES							
PARKING:	REQUIRED:							







BUILDING MATRIX

	GROSS AREA:	ONE BR	TWO BR	TWO BR
FIRST FLOOR:	22,336 SF	0	0	0
SECOND FLOOR:	20,300 SF	16	4	20
THIRD FLOOR:	20,300 SF	16	4	20
FOURTH FLOOR:	20,300 SF	16	4	20
TOTAL:	83,236 SF	48	12	60

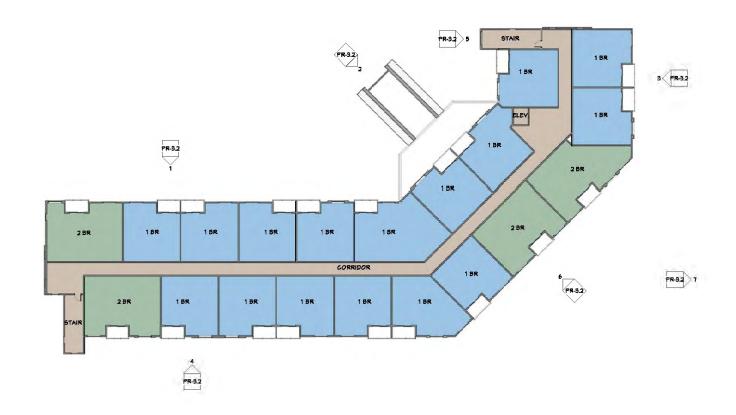
ONE BEDROOM UNIT: NET AREA: 712 SF GROSS AREA: 764 SF BEDROOM SIZE: 12'-6" x 12'-6" TWO BEDROOM UNIT:

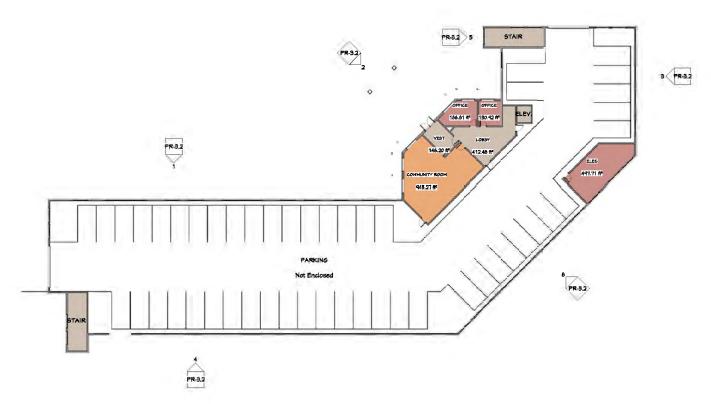
NET AREA: 927 SF

GROSS AREA: 1,042 SF

BEDROOM 1 SIZE: 10'-2" x 13'-2"

BEDROOM 2 SIZE: 11'-6" x 13'-2"



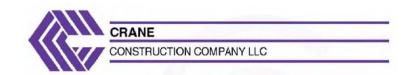


SECOND FLOOR PLAN (THIRD & FOURTH SIM.)





PR-3.2



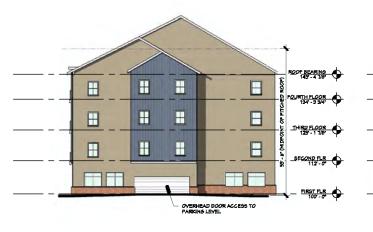










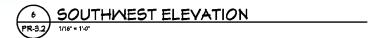
















SOUTH ELEVATION
PR-3.2 1/16" = 1'-0"







NORTHMEST ELEVATION

PR-3-2) 1/16" = 1'-0"









EXTERIOR ELEVATIONS | PR-

Refer to:	
Minutes 6 18 18	_
Page	

City of St. Charles, Illinois Resolution No. 2018-84

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Intergovernmental Agreement by and between the City of St. Charles and Kane County regarding St. Charles Housing Trust Fund Administration and Management Services

Presented & Passed by the City Council on June 18, 2018

WHEREAS, City, under Chapter 3.50 of the St. Charles Municipal Code, has established a Housing Trust Fund to provide sustainable financial resources to address the affordable housing needs of eligible households in St. Charles by preserving and producing affordable housing, providing housing-related financial support and services to eligible households and providing financial support for not-for-profit organizations that actively address the affordable housing needs of eligible households; and

WHEREAS, the City has previously established a Home Rehab and Accessibility Loan Program, the program description of which is attached hereto and incorporated herein as Exhibit "A", to assist income-eligible St. Charles homeowners to make necessary repairs and improvements to their homes; and

WHEREAS, the City desires to establish a First-Time Homebuyer Loan Program, the program description of which is attached hereto and incorporated herein as Exhibit "B", in order to provide opportunities for affordable home ownership to income-eligible families seeking to purchase a home in St. Charles; and

WHEREAS, the Kane County Board has established the Affordable Housing Fund, a combination of funds provided by the U.S. Department of Housing and Urban Development and other sources, to provide gap financing for the preservation and/or development of affordable housing in Kane County; and

WHEREAS, the City desires to contribute resources from the St. Charles Housing Trust Fund into the Affordable Housing Fund to be made available for projects located within the St. Charles corporate limits; and

WHEREAS, the City desires to partner with the Kane County Office of Community Reinvestment for services related to administration and management of the Home Rehab and Accessibility Loan Program, the First-Time Homebuyer Loan Program, and the City's contributions into the Affordable Housing Fund.

NOW THEREFORE, be it resolved by the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

- 1. That the Mayor and City Clerk be and the same are hereby authorized to execute an Intergovernmental Agreement between the City of St. Charles and Kane County, in substantially the form attached hereto and incorporated herein as Exhibit "C", by and behalf of the City of St. Charles.
- 2. That the City hereby grants authority to the St. Charles Housing Commission to review and approve financing for projects under the Kane County Affordable Housing Fund located within the St. Charles corporate limits.
- 3. That the City hereby allocates \$500,000 from the St. Charles Housing Trust Fund as follows: \$42,000 to the Home Rehab & Accessibility Loan Program, \$42,000 to the First-Time Homebuyer Loan Program, and \$416,000 to the Affordable Housing Fund.

PRESENTED to the City Council of the City of St. Charles, Illinois this 18th day of June 2018.

PASSED by the City Council of the City of St. Charles, Illinois, this 18th day of June 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 18th day of June 2018.

Raymond P. Rogina, Mayor

ATEST

Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes: 8
Nays: 0
Absent: 2
Abstain: 0

Exhibit "A"

Program Description – Home Rehab and Accessibility Loan Program

CITY OF ST. CHARLES FIRST-TIME HOMEBUYER LOAN PROGRAM JUNE 2018

PROGRAM OVERVIEW

The City of St. Charles is committed to promoting the availability of attainable housing in the community. Purchasing a home in St. Charles is often out of reach for first-time homebuyers due to the market values of St. Charles' housing stock as well as the need for a downpayment. In an effort to make purchasing a home in St. Charles more affordable for local families, the City offers a downpayment assistance program for first-time homebuyers. Funding for this program will be provided by the St. Charles Housing Trust Fund.

Program Name	Program Description	Available Funds	Type of Loan
Program (the "program")	apply for the Kane County program. \$10,000 in	Maximum of	0% Interest deferred- payment loan with repayment at the time of sale or transfer of deed

ELIGIBILITY

The following criteria will determine applicant eligibility:

- 1. <u>Income</u>: The annual gross household income of the applicant's household may not exceed the income limits established below.
- 2. <u>Status</u>: The applicant(s) must satisfy HUD's definition of a first-time homebuyer, meaning the applicant(s) may not have owned a home for the past three years.
- 3. <u>Residency</u>: The applicant(s) must currently live or work in Kane County and must have lived or worked in Kane County for at least one year at the time of closing.
- 4. Location:
 - a. The property to be purchased must be within the City of St. Charles corporate limits.
 - b. The property to be purchased may not be located in the 100-year floodplain.
- 5. <u>Unit Type</u>: The property to be purchased may be a single-family detached unit, condominium unit, or townhome unit.
- 6. <u>Purchase Price</u>: The maximum purchase price for an existing home is \$206,000. The maximum purchase price for a new home is \$224,000. (Values effective 3/1/2017)
- 7. Ownership: The person(s) receiving the loan must plan to live within the dwelling unit, and not rent the unit to other persons.
- 8. <u>Downpayment Contribution</u>: The applicant(s) must contribute a downpayment of at least 1% of the purchase price of the home to be purchased.
- 9. <u>Homebuyer Education</u>: The applicant(s) must successfully complete a homebuyer education course from a HUD certified agency.

- 10. <u>Mortgage Approval</u>: The applicant(s) must have obtained approval for first mortgage financing that comply with the guidelines established by the Kane County's First Time Homebuyer Program.
- 11. <u>Home Inspection</u>: The property to be purchased must pass a general home inspection and a lead-based paint inspection conducted by a Kane County inspector.

INCOME LIMITS

Annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: http://www.ihda.org):

Chicago Metro Area Income Limits by Household Size at 80% Area Median Income										
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person		
2017 Income Limits (80% AMI)		\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450		

Exhibit "B"

Program Description – First-Time Homebuyer Loan Program

CITY OF ST. CHARLES HOME REHAB AND ACCESSIBILITY LOAN PROGRAM JUNE 2018

PROGRAM OVERVIEW

The City of St. Charles is committed to preserving and maintaining its affordable housing stock. In response to this commitment, the City offers a home rehab program to income-eligible homeowners. This program offers zero-interest, deferred payment loans to qualified households to maintain the quality of the affordable housing stock and help distressed homeowners in need. Funding for this program is provided by the St. Charles Housing Trust Fund.

Program Name	Program Description	Available Funds	Type of Loan
Home Rehabilitation and Accessibility Loan Program (the "program")	program are considered in the following circumstances:	Maximum of \$10,000 per household	0% Interest deferred- payment loan with repayment at the time of sale or transfer of deed

ELIGIBLE IMPROVEMENTS

- Improvements and modifications for physically disabled persons, including but not limited to: grab bars and railings; motorized chair lifts; doorway widening; walk-in showers; accessible toilets; shower seats; ramps; bed rails; and lowered countertops.
- Repairs/improvements to mechanical, heating, plumbing, structural, and electrical systems.
- Exterior painting.
- Improvements to building security.
- Termite damage repair.
- Drainage improvements.
- Yard clean-up.
- Repairs or replacement of roofing.
- Insulation.
- Exterior work that will improve overall neighborhood appearance.
- Windows in need of repair or replacement.

INELIGIBLE IMPROVEMENTS

- Additions/upgrades to existing structure or component parts, i.e. window upgrades (Bay Window), room additions, etc. (except to provide access to persons with disabilities).
- · Purchase or repair of furnishings.
- Purchase of land/real property.
- Construction/repair of swimming pools or hot tubs.

- Appliances
- Improvements to common elements of association owned or managed property.

RESIDENTIAL REHABILITATION PRIORITIES

The following priority system will be used to classify rehabilitation work needed for each property. The following priority system is in descending order of priority. Category A represents the highest priority items, and Category D represents items of lowest priority.

Category A - Health & Safety items

Category A consists of code violations and repair of the major systems that threaten the health and safety of the resident (e.g., basic structural, mechanical, electrical, heating and/or plumbing systems).

Category B - Incipient Code Violations

These items include those elements of the structure which are not in violation of the code but appear to be in a condition that will deteriorate into a code violation if left uncorrected (e.g., hot water heater or boiler of 30 or 40 years of age which may have given some minor problem in the recent past). If sufficient dollars are available to address more than the Category A items, then Category B improvements shall be undertaken to the extent of financial feasibility.

Category C - Energy Conservation Items

These items are directly related to the conservation of energy by upgrading the dwelling's thermal protection such as new windows, new doors, and insulation which may be undertaken if sufficient dollars have been available to address Category A and B items.

Category D - General Property Improvements

These work items constitute improvements which can be made to the property, but are not vital to health and safety of the resident. Examples could include yard maintenance, exterior painting, air conditioning, improvements and modifications for physically disabled persons. These items can be considered property improvements after Categories A through C have been addressed and subject to staff approval.

ELIGIBILITY

The following criteria will determine applicant eligibility:

- 1. <u>Income</u>: The annual gross household income of the applicant household may not exceed the income limits established below.
- 2. Location: The subject property must be within the City of St. Charles corporate limits.
- 3. Home Value: The value of the applicant's home may not exceed \$294,515.
- 4. Type of Unit: The unit must be an owner-occupied residential property.
- 5. Ownership: The person receiving the loan must live within the dwelling unit, and not rent this unit to other persons.

INCOME LIMITS

The annual gross household income cannot exceed the most recent income limits for a household at 80% Area Median Income based on household size, as published by the Illinois Housing Development Authority (source: http://www.ihda.org). The Household Value Limitation is set at the most recent FHA Mortgage Limit for Kane County (source: https://entp.hud.gov/idapp/html/hicostlook.cfm).

Owner Occupied Affordability Chart For Chicago Metro Area 80% of Area Median Income										
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person		
2017 Income Limits (80% AMI)		\$50,600	\$56,900	\$63,200	\$68,300	\$73,350	\$78,400	\$83,450		
Household Value Limitation				\$ 294	1,515					

Exhibit "C"

Intergovernmental Agreement between the City of St. Charles and Kane County regarding St. Charles Housing Trust Fund Administration and Management Services

Intergovernmental Agreement St. Charles Housing Trust Fund Administration and Management Services

THIS AGREEMENT, made and entered into this <u>18</u> day of <u>June</u>, 2018, by and between the City of St. Charles, an Illinois municipal corporation (the "City"), and Kane County, a body corporate and politic (the "County"), which are collectively known as "the parties."

WITNESSETH:

WHEREAS, the City has established a Housing Trust Fund for the purpose of providing and preserving affordable housing within its jurisdiction for the benefit of current and future residents; and

WHEREAS, the City has also established a Housing Commission, which is charged with assisting the City in the operation and implementation of the Housing Trust Fund; and

WHEREAS, the County, through its Office of Community Reinvestment, has received annual allocations of federal funding to support various housing and community development initiatives since 1998 and has successfully developed and implemented those initiatives; and

WHEREAS, the Office of Community Reinvestment has the experience and qualifications to assist the City with the administration of programs approved by the City utilizing its Housing Trust Fund; and

WHEREAS, the City has determined it to be in its best interest to obtain program management services from the Office of Community Reinvestment for the effective implementation of programming under its Housing Trust Fund; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;" and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois provides in part as follows:

"Section 3. Intergovernmental cooperation. Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law."

"Section 5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;" and

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized in Chapter 65 of the Illinois Compiled Statutes (known as the "Illinois Municipal Code"), and Chapter 55 of the Illinois Compiled Statues (known as the "Illinois Counties Code").

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between the City and County as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement in their entirety as though fully set forth herein.

2. SCOPE OF SERVICES

The County shall provide affordable housing services on behalf of, and within the corporate limits of, the City. In general, these services shall include the provision of housing rehabilitation assistance to eligible homeowners, first-time homebuyer assistance to eligible homebuyers, and financing for the development or redevelopment of units of affordable housing, all of which shall be funded by the City's Housing Trust Fund. The specific duties and responsibilities to be performed by the County are outlined in Attachment A, "Scope of Services" (hereinafter referred to as the "Services"). Any other provisions of this Agreement or the attachments hereto notwithstanding, the City shall have and retain sole discretion and authority in selecting the projects and activities to be funded by the City's Housing Trust Fund and the administration of any such projects and activities.

3. WORK PRODUCTS

All work products prepared by the County pursuant hereto including, but not limited to, reports, studies, plans, and recommendations shall be the property of the City and shall be delivered to the City, in both hard and electronic formats, upon request of the City. The County may retain copies of such work products for its records.

4. **PAYMENTS TO THE COUNTY**

A. The City shall make periodic payments to the County for the Services provided under this Agreement, according to the budget established in Attachment B, "Budget for Housing Trust Fund Activities." Such payments shall be for the reimbursement of expenses associated with the housing activities and program management services

outlined in Attachment A.

- B. The total of all payments made by the City to the County shall not exceed \$500,000.00 unless modifications to this Agreement are authorized in writing by the City and County by way of written amendment to this Agreement.
- C. Additional services provided by the County which are not described herein require prior written approval of the City and County and shall be compensated according to terms agreed upon in such written approval.

5. **INVOICES**

- A. The County shall submit invoices not more often than monthly in a format approved by the City. The County shall provide the City with progress reports with the submission of invoices.
- B. The County shall maintain records documenting the expenses incurred for the completion of the Services. The County shall permit representatives of the City to inspect and audit all data and records of the County for work performed under this Agreement. The County shall retain and make these records available to the City at reasonable times during the term of this Agreement.

6. **COMMISSION REPRESENTATION**

The County shall designate a seat on the Kane-Elgin HOME Commission for the Chair of the City's Housing Commission, or their designee.

7. TERM OF AGREEMENT

The term of this Agreement shall commence and be effective from the date first written above until terminated pursuant to Article 8 herein in regards to the First-Time Homebuyer Assistance Program and the Affordable Housing Development Program.

The term of this Agreement shall commence and be effective from the date of termination of the Service Agreement between the City and Community Contacts, Inc. in regards to the Home Rehab and Accessibility Loan Program, until terminated pursuant to Article 8 herein.

8. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the City or the County may terminate this Agreement at any time upon ninety (90) days' written notice. In the event this Agreement is so terminated, the County shall be paid for services provided prior to termination.

9. **NOTICE OF CLAIM**

If the County wishes to make a claim for additional compensation as a result of action taken by the City, the County shall give written notice of his claim to the City within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made.

Any changes in the County's fee shall be valid only to the extent that the City and County agree to such changes in writing. Regardless of the decision of the City relative to a claim submitted by the County, all work required under this Agreement, as determined by the City, shall proceed without interruption.

10. **BREACH OF CONTRACT**

If any party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Agreement, the party having provided such notice may terminate this Agreement.

11. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the County or City shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

12. HOLD HARMLESS

The City shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of City's performance or nonperformance under this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

13. **NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

14. **ASSIGNMENT AND SUCCESSORS**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment should be made without the prior written consent of the City.

15. **DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the County shall remain liable to the City with respect to each and every item, condition and other provision hereof to the same extent that the County would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

16. NO CO-PARTNERSHIP OR AGENCY

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

17. **SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. **HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

19. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other parties unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

The previous paragraph notwithstanding, the budget amounts specified in Attachment B, less any amounts already encumbered by the County, may be unilaterally amended at the City's sole discretion and without requiring written acceptance by the County. In such cases, the City shall notify the County in writing of any such amendments, which shall become effective upon receipt by the County.

20. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the Circuit Court of Kane County, Illinois.

21. COOPERATION WITH OTHERS

The County shall cooperate with any other parties in the City's employ or any work associated with the Services.

22. SEXUAL HARASSMENT

As a condition of this contract, the County shall have written sexual harassment policies that include, at a minimum, the following information:

- A. The illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission; and
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies must be provided to the Department of Human Rights upon request per 775 ILCS 5/2-105.

23. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be emailed and/or mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to City:

Mark Koenen, City Administrator City of St. Charles 2 East Main Street St. Charles IL 60174 Email: mkoenen@stcharlesil.gov

B. As to County:

Josh Beck, Assistant Director for Community Development Kane County Office of Community Reinvestment 719 South Batavia Avenue Geneva IL 60134 Email: beckjosh@co.kane.il.us

24. **COMPLIANCE WITH LAWS**

City of St. Charles, a municipal corporation

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the County shall comply with all applicable Federal, State, Municipal, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. The County hereby certifies, represents and warrants to the City that its employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. County shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of this work, and/or the products and/or services provided by this Agreement. The City shall have the right to audit any records in the possession or control of the County to determine the County's compliance with the provisions of this paragraph. In the event that the City proceeds with such an audit, the County shall make available to the City the County's relevant records at no cost to the City.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials.

By: Attest County of	Mayor City Clerk Kane, a body politic in the State of Illinois	Date:	6/18/2018 S.
Ву:	Scott Berger, Director Kane County Office of Community Reinvestment	Date:	

ATTACHMENT A SCOPE OF SERVICES

The Kane County Office of Community Reinvestment shall provide the following services on behalf of, and within the corporate boundaries of, the City:

1. HOME REHAB AND ACCESSIBILITY LOAN PROGRAM

The County shall provide up to \$10,000 from the City's Housing Trust Fund in assistance to homeowners within the City's corporate limits that have applied and been determined eligible for the County's Owner-Occupied Housing Rehabilitation Loan Program, when the cost of eligible improvements exceeds the maximum amount of assistance offered by the County or the project costs are not eligible for reimbursement through the County's program. Homeowners must meet all eligibility criteria under the County's program, including the 80% Area Median Income limit and the maximum property value limits established and adjusted from time to time by the U.S. Department of Housing and Urban Development. Assistance from the City shall be in the form of a zero-interest, deferred-payment loan and shall be secured with a recorded mortgage instrument with repayment due at the time of sale or transfer of the deed. In the event of sale, where net proceeds are less than the amount necessary to satisfy the City's loan, and where such sales are determined to be arms-length transactions based on the current market value of the real estate, the County may accept a partial or zero payment as full payment on behalf of the City. Eligible improvements include, but are not limited to, repairs to mechanical systems, roof repair or replacement, window repair or replacement, insulation, accessibility improvements (such as grab bars and railings, motorized chair lifts, doorway widening, walk-in showers, accessible toilets, shower seats, ramps, bed rails, and lowered countertops), termite damage repair, exterior painting, building security, drainage improvements, yard clean-up, and exterior improvements that will improve neighborhood appearance. The County may subcontract with Community Contacts, Inc. for the provision of services necessary to assist homeowners under the Home Rehab and Accessibility Loan Program. The County shall be entitled to a program delivery fee of not more than 5% of eligible rehabilitation costs under the City's program. The City shall not be required to review and/or approve individual loans issued on the City's behalf under this program.

2. FIRST-TIME HOMEBUYER ASSISTANCE PROGRAM

The County shall provide up to \$10,000 from the City's Housing Trust Fund in assistance to first-time homebuyers purchasing a home within the City's corporate limits that have applied and been determined eligible for the County's First-Time Homebuyer Assistance Program, when the amount of assistance necessary to satisfy the County's underwriting criteria exceeds the maximum amount of assistance offered by the County. Homeowners must meet all eligibility criteria under the County's program, including the 80% Area Median Income limit and the maximum property value limits established and adjusted from time to time by the U.S. Department of Housing and Urban Development. Assistance from the City shall be in the form of a zero-interest, deferred-payment loan and shall be secured with a recorded mortgage instrument with repayment due at the time of sale or transfer of the deed. In the event of sale, where net proceeds are less than the amount necessary to satisfy the City's loan, and where such sales are determined to be arms-length transactions based on the current market value of the real estate, the County may accept a partial or zero payment as full payment on behalf of

the City. Homes purchased under the program may include single-family detached dwellings, townhome units, and condominiums. The County shall be entitled to a program delivery fee of not more than 5% of eligible homebuyer assistance costs under the City's program. The City shall not be required to review and/or approve individual loans issued on the City's behalf under this program.

3. AFFORDABLE HOUSING DEVELOPMENT PROGRAM

The County shall solicit housing development proposals on behalf of the City in conjunction with its Affordable Housing Fund, which provides gap financing for the development (or redevelopment) of high-quality units of affordable housing. Proposals seeking City funds shall conform to all requirements of the County's program. The County shall notify the City upon receipt of any proposal located within the City's corporate limits. The County shall prepare written evaluations of such proposals, including an analysis of developer qualifications, project readiness, and responsiveness to program criteria. The County shall underwrite proposals for financial soundness, project viability and loan terms, and shall forward recommendations to the City for its consideration. Upon City approval, the County shall issue commitments on behalf of the City and shall prepare all necessary loan documents. The County shall oversee projects during the development phase, including conducting site visits/inspections, ensure compliance with construction/rehabilitation standards and other program guidelines, and monitor construction costs and the development budget. The County shall be entitled to a loan closing fee of not more than 2.5% of the amount of assistance provided to each project and may charge borrowers reasonable and customary loan servicing fees during the term of their loans from the City.

For all of the above-described activities, the County shall manage the resale process, the collection of loan proceeds, and the release of mortgage instruments. In the case of rental projects, the County shall monitor leasing requirements, including ensuring tenant selection and qualification procedures are in place at lease up, and inspect and monitor units throughout the period of affordability. The County shall service all loans issued under the City's Housing Trust Fund Program and shall remit reimbursement to the City on a quarterly basis. The County shall provide an annual report to the City including the status of all loans issued, the amount(s) repaid and outstanding, and the results of monitoring and property inspections conducted.

ATTACHMENT B BUDGET FOR HOUSING TRUST FUND ACTIVITIES

	Home Rehab and Accessibility Loan Program	
Exp	pense	Amount
1.	Rehabilitation/Accessibility Improvements	\$40,000.00
2.	Program Delivery Fees (5% of above expenses)	\$2,000.00
Tot	al	\$42,000.00

First-Time Homebuyer Assistance	Program
Expense	Amount
1. Homebuyer Assistance	\$40,000.00
2. Program Delivery Fees (5% of above expenses)	\$2,000.00
Total	\$42,000.00

Affordable Housing Development Program	
Expense	Amount
1. Housing Development Financing (projects TBD)	\$405,854.00
2. Closing Fees (2.5% of above expenses)	\$10,146.00
Total	\$416,000.00

PRELIMINARY IMPROVEMENT PLANS for **ANTHONY PLACE PHASE 2**

ST. CHARLES, IL

Received 1/14/2021

PROJECT LOCATION

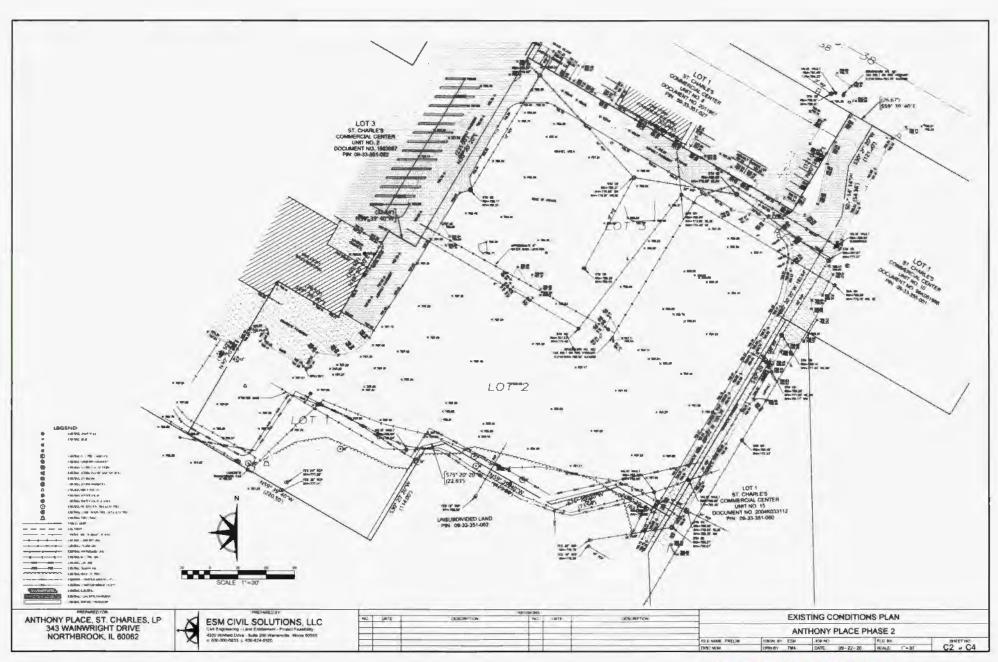
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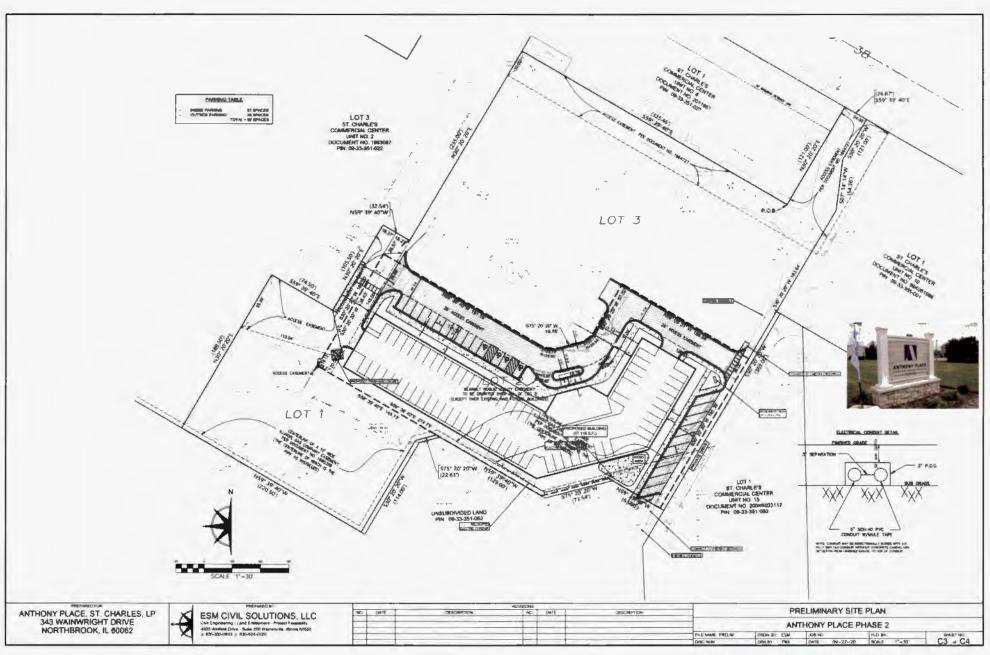
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- **EXISTING CONDITIONS PLAN**
- PRELIMINARY SITE PLAN C3
- C4 PRELIMINARY ENGINEERING PLAN
- L1 LANDSCAPING PLAN
- LANDSCAPING DETAILS
- FIRE TRUCK TURNING RADIUS EXHIBIT

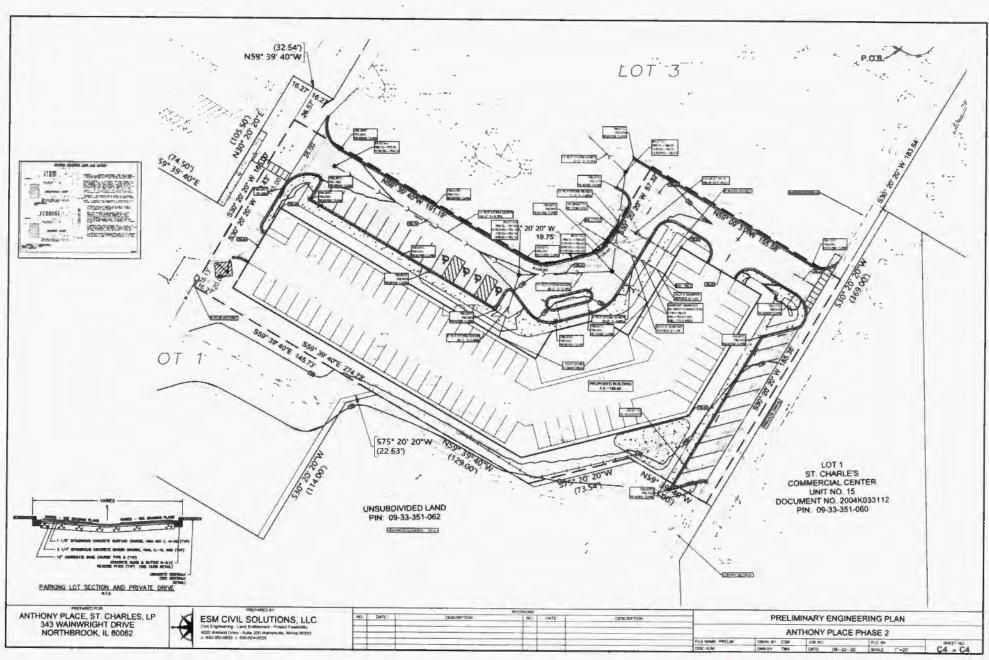
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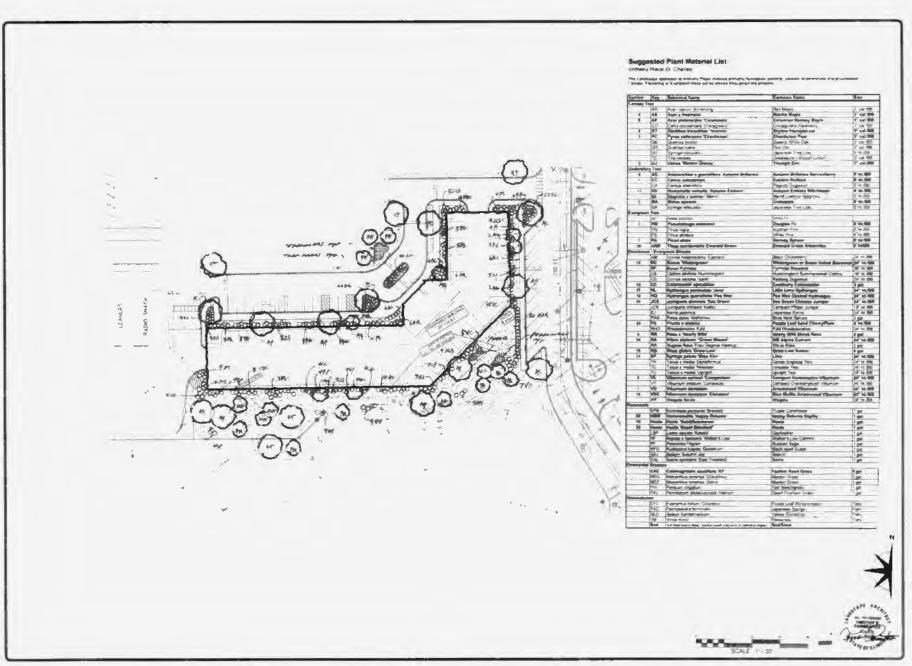
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Anthony Place Residences - Phase Landscape Plan







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Suggested Plant Material List

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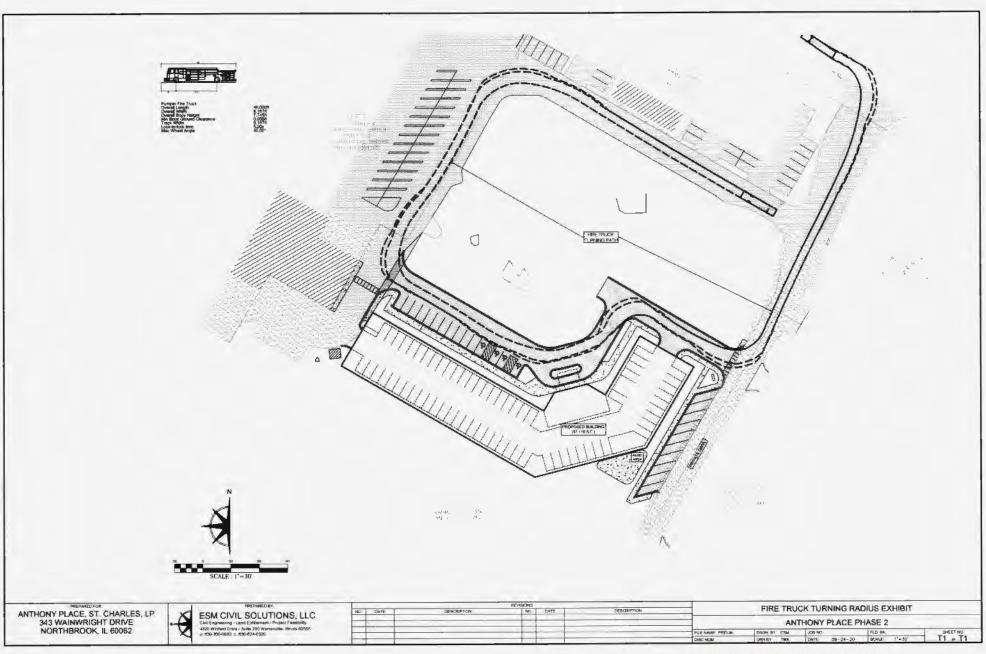
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Anthony Place Residences - Phase Landscape Details

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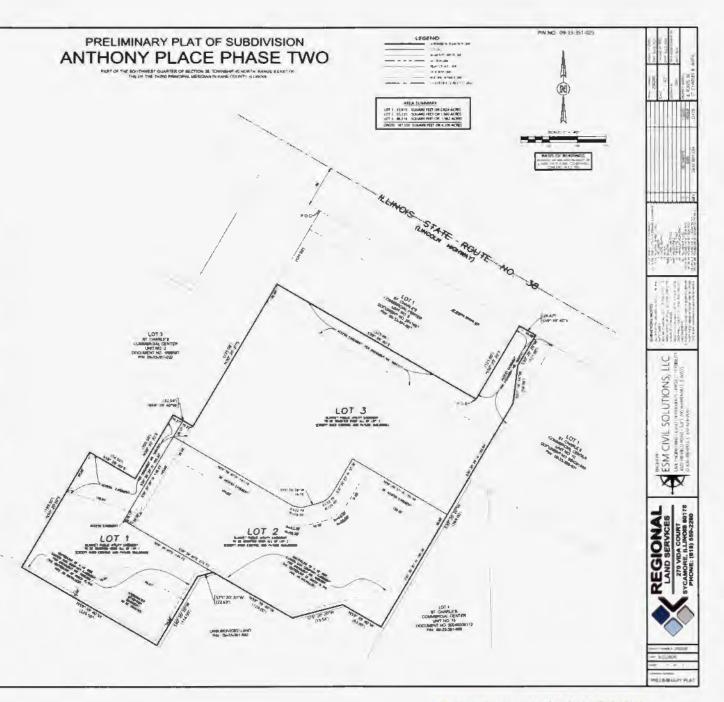
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SURVEYOR'S STATEMENT

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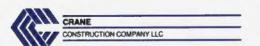
LICENSE EMPIRES ANZIONALS

A RESIDE EXPRISES DISTRICTS / MAZORINE











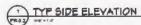
EXTERIOR CONCEPT | PR-3.

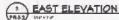
ANTHONY PLACE - PHASE 2









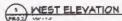


SOUTHWEST ELEVATION





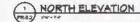
SOUTH ELEVATION



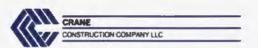




NORTHWEST ELEVATION









GC HOUSING DEVELOPMENT LLC

EXTERIOR ELEVATIONS

PR-3.2

ANTHONY PLACE - PHASE 2 87 CHARLES &

11/18/2020

(a = 50)	AGENDA	A ITE	M EXECUTIVE SUMMARY	Agen	da Item Number	:: 4d			
	Title: Recommendation regarding 2023 Inclusionary Housing F								
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Elle	n Johnson						
Meeting: Planning	& Developm	ent C	ommittee Date: Janua	ıry 9, 2	2023				
Proposed Cost: \$			Budgeted Amount: \$		Not Budgeted:				
Executive Summar	y (if not budg	eted p	lease explain):						
The Inclusionary Horesidential developmental	Background The Inclusionary Housing Ordinance (IHO), Title 19 of the Municipal Code, requires developers of new residential developments to build a proportionate share of affordable housing units on site, or pay a fee inlieu of providing affordable units. Fee in-lieu payments made by developers are placed into the City's Housing Trust Fund to be used to provide and preserve affordable housing opportunities in St. Charles.								
The IHO fee in-lieu the fee at the beginning	-		nnual basis at the discretion of the Ci year.	ty Cou	ncil. Council typica	ally sets			
Current Fee The current IHO fee in the development:		er strı	acture based on housing type. Each	fee is p	er required afforda	ıble unit			
 Multi-Family Developments: \$39,665.75 (cost of a 25% downpayment for an affordable home priced at \$158,663) Townhome Developments: \$27,766.03 (cost of a 17.5% downpayment) Single-Family Developments: \$15,866.30 (cost of a 10% downpayment) 									
In previous years, a single fee (\$39,665.75) applied to all types of residential development. City Council decided in 2021 to lower the fees for townhome and single-family developments. Council recognized the relative east of incorporating affordable units within multi-family developments vs. single-family or townhome and the lower cost of construction per multi-family unit vs. single-family, with the cost of a townhome unit falling between the two. In addition, multi-family developments are more likely to be able to take advantage of the density bonus allowed under the code for developments that incorporate affordable units.									
keeping the current f	ission discusse ees in place. It	is ant	2023 IHO fee at their meeting on 1/5 icipated the fee for 2024 will be recas, expected in December of this year	lculated					

Attachments (please list):

IHO Fee Memo

Recommendation/Suggested Action (briefly explain):

Provide a recommendation on the 2023 Inclusionary Housing Fee.





MEMO

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: January 6, 2023

TO: Chairman Steve Weber and the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: 2023 Inclusionary Housing Fee

Staff is seeking direction from the Committee on setting the Inclusionary Housing Fee In-lieu for calendar year 2023.

Under Title 19 of the City Code, the Inclusionary Housing fee in-lieu may be set on an annual basis at the discretion of the City Council. Section 19.02.060 states:

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

I. Background

The Inclusionary Housing Ordinance (IHO), Title 19 of the City Code, requires developers of new residential developments to build a proportionate share of affordable housing units on site, or to pay a fee in-lieu of providing affordable units.

Fee in-lieu payments made by developers are placed into the City's Housing Trust Fund. The Housing Trust Fund is to be used to create and preserve affordable housing opportunities in St. Charles. Currently, the City's Home Rehab & Accessibility Loan Program and First-Time Homebuyer Loan Program are funded by the Housing Trust Fund. In addition, a significant portion of the fund has been earmarked for the Kane County Affordable Housing Fund, through which developers of affordable housing can request funding for proposed projects. So far, this has enabled two purchase/rehab/resale projects and construction of a new affordable home.

II. Previous IHO Fees

When the IHO was first adopted in 2008, the IHO fee was set at \$140,000 per required affordable unit. After being reduced in 2010 to \$104,500, the IHO was suspended for three years beginning in 2013. The IHO was reinstated in 2016 with a reduced fee of \$72,820 per required affordable unit. This fee was calculated as the cost of providing a 25% downpayment for two affordable units, a calculation that has been used each year since, with some modification based on the affordable home price as designated by IHDA. As of 2019, the fee was set at \$39,665.75, calculated as the cost of providing a 25% downpayment for a single affordable unit priced at \$158,663.

III. Current IHO Fee

City Council set the fee for 2021 in Oct. 2020. For the first time, a three-tiered fee structure was established based on unit type, as opposed to a single fee for all unit types. This was done to take into account the relative ease of incorporating affordable units within multi-family developments and the greater likelihood of being able to take advantage of the density bonus allowed under the code for developments that incorporate affordable units, as well as a lower per-unit construction

cost for multi-family vs. single-family developments. The cost of constructing a townhome unit generally falls between multi-family and single-family.

The fee for multi-family developments was kept the same as the 2020 fee: **\$39,665.75**, calculated as the cost of a 25% downpayment for an affordable house priced at \$158,663. Townhomes: **\$27,766.03**, calculated as the cost of a 17.5% downpayment for an affordable house. Single-family developments: **\$15,866.30**, calculated as a 10% downpayment for an affordable house. The fee was kept the same for 2022.

The calculation upon which the three fees are determined is based upon St. Charles' affordable home price as determined by IHDA in its 2018 Report on Statewide Local Government Affordability. IHDA releases this report every 5 years. IHDA has communicated that it will release its next report in December 2023. Staff anticipates updating the fee based on the new affordable home price identified at that time.

IV. 2023 IHO Fee

The three-tiered fee structure has been utilized for determining developer contributions for the past two years. Staff has not experienced issues with administration of the fee structure. The lower fee for single-family developments has resulted in lower contributions required for the Munhall Glen single-family subdivision currently under construction. The fee collected for the Springs of St. Charles apartment community was calculated based on the highest tier, resulting in a fee payment of over \$1.2 million.

If it is determined that the current fees should remain in place, the 2023 fees would remain at \$39,665.75 for multi-family, \$27,766.03 for townhomes and \$15,866.30 for single-family.

Alternatively, the Committee could recommend changes to the fee structure and/or fees, including a return to a single fee. The fee(s) could be based on a different formula or not based on a formula. The Ordinance does not provide direction as to how the fee should be determined.

The table below lists the current IHO fees and the resulting developer contributions for various sized developments. After that, possible fees are listed which are not based on a formula, from \$70,000 down to \$5,000 per required affordable unit.

		1-unit development	50-unit development	100-unit development	250-unit development	500-unit development
Affordable Uni	its Required	0.05 unit	5 units	10 units	25 units	50 units
2021 fees (cur	rent):					
Multi-family	\$39,665.75	\$1,983	\$198,329	\$396,658	\$991,644	\$1,983,288
Townhomes	\$27,766.03	\$1,388	\$138,830	\$277,660	\$694,151	\$1,388,302
Single-Family	\$15,866.30	\$793.32	\$79,332	\$158,663	\$396,658	\$793,315
Other Possible	Other Possible Fees:					
	\$70,000	\$3,500	\$350,000	\$700,000	\$1,750,000	\$3,500,000
	\$60,000	\$3,000	\$300,000	\$600,000	\$1,500,000	\$3,000,000
	\$50,000	\$ 2,500	\$250,000	\$ 500,000	\$1,250,000	\$2,500,000
	\$40,000	\$ 2,000	\$200,000	\$ 400,000	\$1,000,000	\$2,000,000
	\$30,000	\$ 1,500	\$150,000	\$ 300,000	\$750,000	\$1,500,000
	\$20,000	\$ 1,000	\$100,000	\$ 200,000	\$500,000	\$1,000,000
	\$10,000	\$ 500	\$50,000	\$ 100,000	\$250,000	\$500,000
	\$5,000	\$ 250	\$25,000	\$ 50,000	\$125,000	\$250,000

V. Housing Commission Recommendation

Housing Commission discussed the IHO fee for 2023 at their meeting on 1/5/23. They unanimously recommended keeping the current fees in place. It was noted that staff has not observed issues with administering the fees.