

**AGENDA**  
**CITY OF ST. CHARLES**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**ALD. STEVE WEBER, CHAIR**  
**MONDAY, MARCH 14, 2022 – 7:00 PM**  
**CITY COUNCIL CHAMBERS**  
**2. E MAIN ST.**

**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. Recommendation regarding 2022 Inclusionary Housing Fee.
- b. Presentation regarding Historic Preservation Initiatives and proposed revisions to Façade Improvement Grant Program.
- \*c. Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 214 Chestnut Ave.
- d. Recommendation to approve amendments to City Code Section 12.04.102 “Outdoor cafes and food carts in public places” regarding Sidewalk Cafés.
- e. Plan Commission recommendation to approve a Zoning Map Amendment for 15 S 3<sup>rd</sup> St.
- f. Plan Commission recommendation to approve an Amendment to the Corporate Reserve of St. Charles PUD to allow a Development Identification Sign.
- g. Recommendation to approve an Inducement Resolution for Pheasant Run TIF District.
- h. Recommendation to approve a contract with Kane McKenna for Professional Services associated with the establishment of the Pheasant Run TIF district.
- \*i. Plan Commission recommendation to approve a Land Banked Parking Request for BEMA Inc., 3620 Ohio Ave.
- \*j. Plan Commission recommendation to approve a Final Plat for St. Charles Prairie Centre Fifth Resubdivision.
- k. Recommendation to approve an amendment to Title 15 of the City Code for Building Permit Fees

- I. Update regarding status of Redevelopment Agreement with STC Lot 4, LLC regarding First Street Building #8.

**5. Public Comment.**

**6. Additional Items from Mayor and City Council Members.**

**7. Executive Session**

- **Personnel – 5 ILCS 120/2(c)(1)**
- **Pending Litigation – 5 ILCS 120/2(c)(11)**
- **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. Adjourn**

**ADA Compliance**

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



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4a**

**Title:** Recommendation regarding 2022 Inclusionary Housing Fee

**Presenter:** Ellen Johnson

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

**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 in-lieu of providing affordable units. Fee in-lieu payments made by developers are placed into the City’s Housing Trust Fund to be used to provide and preserve affordable housing opportunities in St. Charles.

The IHO fee in-lieu may be set on an annual basis at the discretion of the City Council. Council typically sets the fee at the beginning of each calendar year.

**Current Fee**

The current IHO fee has a three-tier structure based on housing type. Each fee is per required affordable unit in the development:

- 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 last year to lower the fees for townhome and single-family developments. Council recognized the relative ease 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.

**2022 Inclusionary Housing Fee:**

The Housing Commission discussed the IHO Fee for 2022 at their meeting on 1/13/22 and recommended keeping the current fees in place. It was noted that staff has not observed issues with administering the fees and developers of pending developments are aware of the fees as they currently stand. Staff recommends accepting the Housing Commission’s recommendation to keep current IHO fees in place.

**Attachments** (please list):

IHO Fee Memo

**Recommendation/Suggested Action** (briefly explain):

Provide a recommendation on the 2022 Inclusionary Housing Fee.



## MEMO

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### COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 8, 2022

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

FROM: Ellen Johnson, Planner

RE: **2022 Inclusionary Housing Fee**

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Staff is seeking direction from the Committee on setting the Inclusionary Housing Fee In-lieu for calendar year 2022.

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 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. Staff anticipates IHDA to release its next report with an updated affordable home price in 2023.

#### IV. 2022 IHO Fee

The three-tiered fee structure has been utilized for determining developer contributions for the past year. To date, 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. Other proposed developments in the pipeline include townhome and multi-family projects, which will be subject to the higher fees.

If it is determined that the current fees should remain in place, the 2022 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.

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

#### V. Housing Commission Recommendation

Housing Commission discussed the IHO fee for 2022 at their meeting on 1/13/22. They unanimously recommended keeping the current fees in place. It was noted that staff has not observed issues with administering the fees and developers of pending developments are aware of the fees as they currently stand.



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4b**

Title:

Historic Commission recommendation to approve changes to the Façade Improvement Grant Program.

Presenter:

Rachel Hitzemann

Meeting: Planning & Development Committee

Date: March 14, 2022

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

**Background:**

For the past twenty-five plus years, the City has provided funding to assist downtown commercial property owners with exterior maintenance, renovation and enhancements through the Façade Improvement Grant Program. The program has been used extensively by both downtown businesses and property owners and has advanced the City’s efforts at economic development, historic preservation and property maintenance within downtown.

Grant applications are reviewed by the Historic Preservation Commission for appropriateness of design and consideration is given to whether the construction methods will result in a good long-term investment of the funds. The grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project.

**Discussion Regarding Program Changes:**

In May of 2021, the Planning and Development Committee reviewed a façade grant application for 11 N 3<sup>rd</sup> Street. The scope of work for the proposed project included replacement of vinyl siding with James Hardie siding, a more compatible siding to the original structure. The Committee recommended approval of the grant, but expressed displeasure in the funds being used for maintenance of a building constructed in 1987. The Committee directed staff to re-examine the eligibility requirements for grant program.

Based on this direction, staff initiated discussions with the Historic Commission regarding potential changes to the program in regards to eligible properties and eligible improvements. The goal of these changes is to make the grant program a more effective tool to advance the City’s current interests in the areas of historic preservation and economic development, and to reduce the use of the program to support routine property maintenance in downtown commercial buildings, especially those not considered “Historic”.

**Proposed Changes for FY 22-23 Program Year:**

Existing Program for Commercial & Multi-Family Residential Buildings (\$40,000 budgeted)

- All properties are eligible, but properties 50+ years of age are given first priority until Sept. 1<sup>st</sup> of program year.
- Restoration projects are given priority over renovation projects.
- Material replacements and building upgrades must restore or preserve the historic features or character of the building.
- No building additions are eligible for funds, unless work is tied to rear entrance improvements.
- No maintenance work is eligible for funds.
- 50% reimbursement up to \$5,000 for architectural services.

**Attachments** (please list):

PowerPoint presentation, Façade Improvement Grant Program Description

**Recommendation/Suggested Action** (briefly explain):

Historic Commission recommendation to approve changes to the Façade Improvement Grant Program.

# Historic Preservation & Façade Program Update

Planning & Development Committee      March 14, 2022



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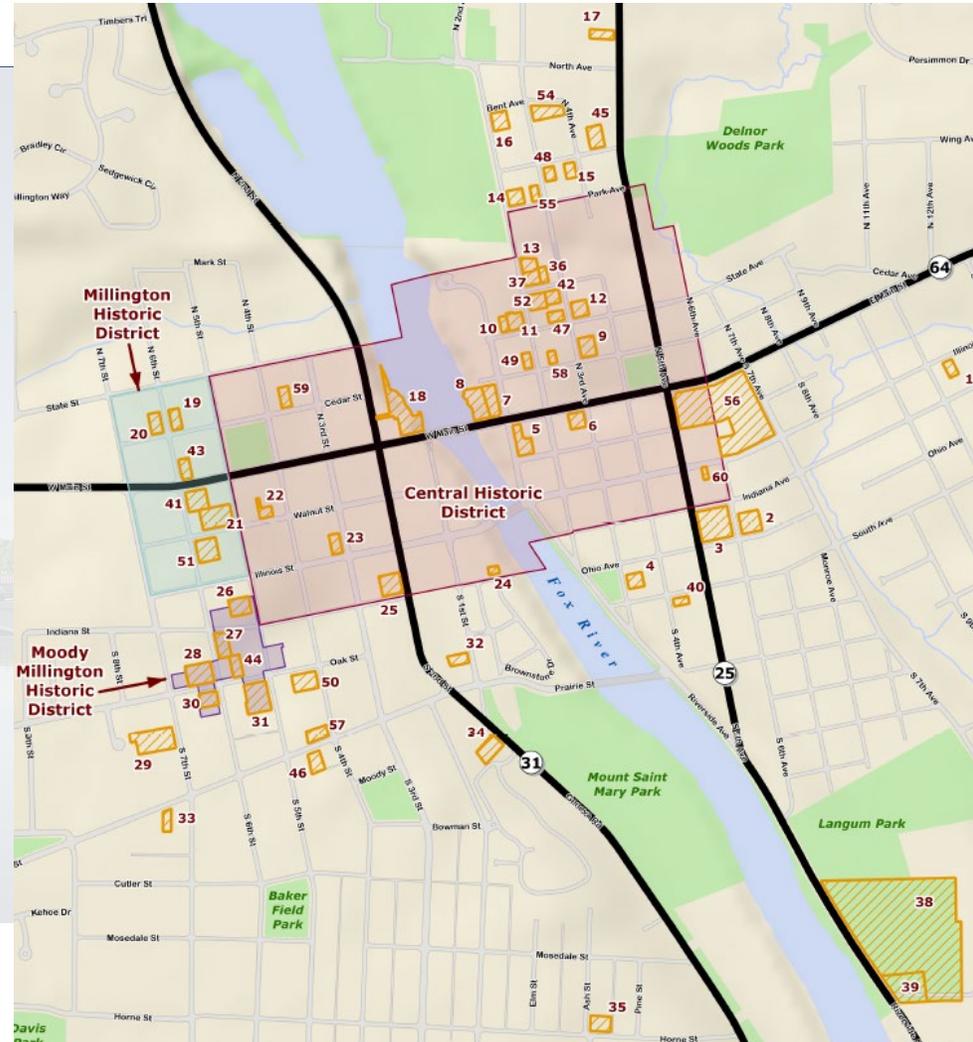
# Historic Preservation Initiatives

- Historic Preservation Ordinance
  - **Purpose:** Foster awareness of history and encourage preservation, restoration, and rehabilitation.
  - **Commission:** Seven members whose primary responsibility is to review building permits for compliance with Ordinance.
  - **COAs:** Tool used by Commission to review proposed projects
- Façade Grant Program
  - Supports and incentives preservation initiatives



# Historic Districts & Landmarks

- Central – 1995
  - Includes most of Downtown
  - 380 structures
- Moody-Millington- 2006
  - West of Central District
  - 17 properties
- Millington – 2017
  - Eight block area
  - 51 properties
- Landmarks
  - 60 local
  - 9 National





# Statistics

- COA Approvals

- 2019: 45
- 2020: 55
- 2021: 74

- COA Denials:

- 2019: 0
- 2020: 0
- 2021: 1

- Façade Grants :

- 2019
  - Residential: 2, totaling \$10,000
  - Commercial: 3, totaling \$35,000
- 2020
  - Residential: 1, totaling \$5,000
  - Commercial: 3, totaling \$29,208.5
- 2021
  - Residential: 1 in progress
  - Commercial: 3, totaling \$30,000

- Landmarks

- 2019: 4
- 2020: 4
- 2021: 1

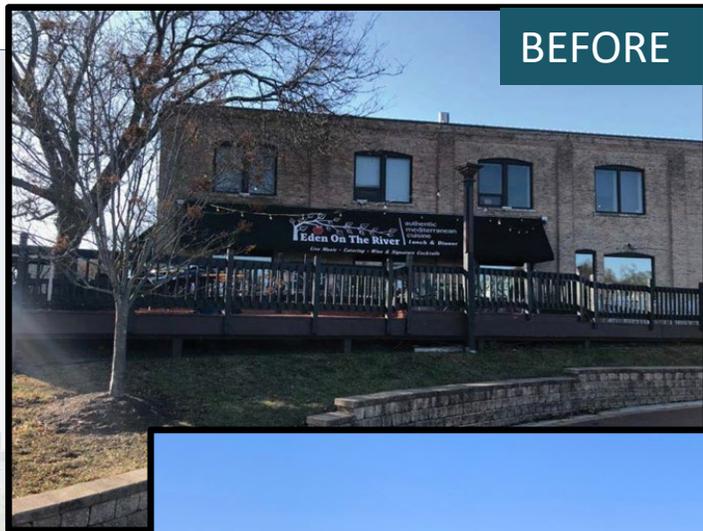


# Façade Grant Overview

- **1994:** Created to assist the core of downtown with façade rehabilitation projects to restore the visible exterior of buildings.
- **2007:** Expanded to allow all commercial properties within the Historic District to be eligible for grant, up to \$20,000.
- **2017:** Expanded to include residential properties in historic districts; eligible for up to \$5,000
- **2021:** P&D Committee directed staff to consider changing eligibility requirements based on building age



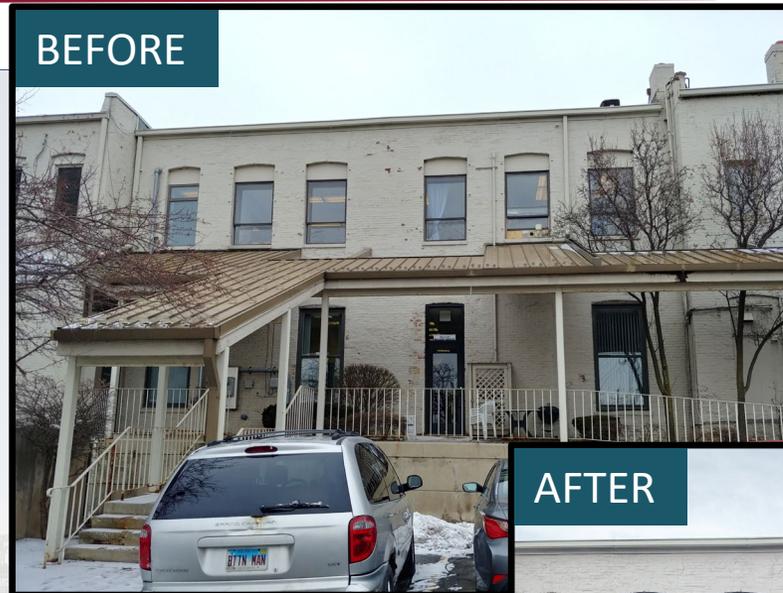
# Past Projects: 2019



BEFORE



AFTER



BEFORE



AFTER



# Past Projects: 2020



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# Past Projects: 2021



# Potential Options

	Option 1	Option 2	Option 3
Eligible Properties	<ul style="list-style-type: none"> <li>All properties are eligible</li> <li>Preference given to 50+ years old</li> </ul>	30+ years old	50+ years old
City Allocated Grant Money	<ul style="list-style-type: none"> <li>\$40,000 eligible for all properties</li> </ul>	<ul style="list-style-type: none"> <li>\$30,000 for properties 50+ years old</li> <li>\$10,000 for properties 30+ years old</li> </ul>	<ul style="list-style-type: none"> <li>\$40,000 for 50+ years old</li> </ul>
Max Amount per Property	\$20,000	<ul style="list-style-type: none"> <li>\$15,000 for properties 50+ years old</li> <li>\$5,000 for properties 30+ years old</li> </ul>	\$20,000



# Historic Commission's Proposal

- Historic Commission took elements from all 3 options and suggested the following changes:
  - All properties are eligible, but properties 50+ years of age are given first priority until Sept. 1<sup>st</sup> of program year.
  - Restoration projects are given priority over renovation projects
  - Material replacements and building upgrades must restore or preserve the historic features or character of the building
  - No building additions are eligible for funds, unless work is tied to rear entrance improvements
  - No maintenance work is eligible for funds
  - 50% reimbursement up to \$5,000 for architectural services



# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2022

COMMUNITY DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES



## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

## 2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

### 3. Commercial Façade Grant

- Eligible Properties:  
Commercial or Multi-Family Residential Buildings (two or more units) located within either:
  - Special Service Area #1B
  - Historic District or Landmark SiteProperties that are at least 50 years of age are given first priority until Sept. 1<sup>st</sup>. Applications received for structures less than 50 years of age will not be reviewed until Sept. 1<sup>st</sup>.
- Application Priority Hierarchy  
Preference will be given to received applications in the following order:
  1. Structures 50+ years of age
    - a. Restoration projects
    - b. Renovation Projects
  2. Structures less than 50 years of age
- Minimum Project Cost: \$2,500
- Grant for Front or Side Facades (visible from street): Maximum grant amount is based upon the frontage of the façade to be renovated, at a maximum of \$10,000 per 30 ft. horizontal length of façade. A façade is defined as a thirty-foot-wide span along the front or side of a building facing a public street, measured along the building wall generally parallel to the right of way line. For building fronts or sides exceeding thirty feet, a pro rata amount will be applied.
- Grant for Rear Entrance Improvements: Maximum grant amount of \$10,000, available for buildings with an existing or proposed rear entrance that is accessible to the public from a dedicated public street, alley, or other right of way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access. The rear entrance to be improved must provide public access to a business or businesses within the building.
- Maximum Grant Limits:
  - Total grant amount during any five-year period is capped at \$20,000.
  - For properties on the National Register of Historic Places or Locally Designated Landmarks, the total grant amount for any five-year period is capped at \$30,000.
- Eligible Improvements:
  - 50% Reimbursement for:
    - For Historic structures, maintenance utilizing Historic Preservation practices:***
      - ✓ Repair or restoration of historic features
      - ✓ Replacement of deteriorated historic features with like-in-kind materials to preserve or restore historic features
      - ✓ Re-roof or repair of visible roof surfaces with non-standard materials (such as wood shake, slate, or other decorative non-standard materials)
      - ✓ Extensive restoration/repair of historic masonry material
      - ✓ Painting of exterior surfaces where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting
    - Building improvements:***
      - ✓ Exterior building upgrades or enhancements that will restore or preserve the historic character of a building
      - ✓ Improvement, replacement or installation of storefront systems, doors, windows and trim materials.
      - ✓ Removal of architecturally inappropriate features on buildings

- 25% Reimbursement for Maintenance when done congruently with major restoration or renovation:
  - ✓ Cleaning, patching, caulking of exterior surfaces.
  - ✓ Re-coating of paint on exterior surfaces (without extensive surface preparation)
  - ✓ Re-roofing visible roof surfaces with non-historic material (such as 3-tab or architectural grade asphalt shingles)
  - ✓ Spot masonry repairs or tuckpointing
- **50% Reimbursement for Architectural Services (Up to \$5,000)**
  - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
- Ineligible Improvements:
  - Signs and Awnings, unless in connection with other eligible improvements.
  - **Building additions; unless work falls under the rear entrance requirements**
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

#### 4. **Residential Façade Grant:**

- **Eligible Properties:**  
Residential buildings located within a Historic District or Landmark site, rated in the Historic District Architectural Survey as:
  - “Contributing” or “Significant” structures
  - Non-Contributing structures that, upon completion of the improvements, will be re-classified by the Historic Preservation Commission as “Contributing” or “Significant”
- **Minimum Project Cost:** \$1,000
- **Maximum Grant Amount:** \$5,000 for:
  - Improvements that will be visible from the public right-of-way
  - Improvements to systems that include both the visible and non-visible elevations (such as improvements to siding or windows around entire building)
- **Eligible Improvements:**
  - 50% Reimbursement for projects falling into one or more of the following categories:
    - Repainting of historic exterior surface materials where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting.
    - Reconstruction of missing historic features. (*Example: Previously existing front porch*)
    - Repairing/stabilizing deteriorated historic features and reusing existing architectural elements. (*Example: Repair or partial reconstruction of a porch or replacement of window components*)
    - Removal of inappropriate features and restoration with original details and materials. (*Example: Removal of non-original aluminum/vinyl siding and restoration of the original siding, Removal of vinyl or aluminum windows and replacement with wood or aluminum clad wood windows.*)
    - Upgrade deteriorated materials with new appropriate materials. (*Example: Replacement of deteriorated wood windows with new wood windows*)
  - 100% Reimbursement for Architectural Services (Up to \$2,000)
    - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
- **Ineligible:**
  - Routine maintenance
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Freestanding new construction buildings
  - Building additions, unless in connection with improvements to the existing building.
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099.** You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4c**

**Title:**

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 214 Chestnut Ave.

**Presenter:**

Rachel Hitzemann

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$5,000

Budgeted Amount: \$10,000  
(for residential Grant program)

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

**Program Description**

The Façade Improvement Grant program provides assistance to property owners and business tenants to rehabilitate and restore the exterior of buildings in the downtown. Grant funding is available for buildings located in Special Service Area 1B (Downtown Revitalization) or in a Historic District or designated Historic Landmark site. Applications are first reviewed by the Historic Preservation Commission for appropriateness of design.

Beginning in 2017, the program was expanded to single-family residential structures. The residential grants are provided as a reimbursement for up to 50% of the funds invested into an exterior rehabilitation project involving new improvements or maintenance using historic preservation practices. Residential grants are capped at \$5,000.

**Proposal**

Tom Pretz, owner of 214 Chestnut Ave. has requested a Residential Façade Improvement Grant to assist in funding the replacement of his original damaged clapboard siding and trim with new clapboard. Mr. Pretz intends to find wood from roughly the same time frame. He also intends to restore or save as much as the original wood as possible.

The Historic Commission reviewed the grant for 214 Chestnut Ave. and unanimously recommended approval on 2/2/2022.

The cost of eligible improvements is estimated at \$2,522.50.

**Attachments** *(please list):*

Historic Commission Resolution, Program Requirements, Façade Improvement Grant Application, Grant Agreement

**Recommendation/Suggested Action** *(briefly explain):*

Historic Preservation Commission recommendation to approve a Façade Improvement Grant Agreement for 214 Chestnut Ave.

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 1-2022**

**A Resolution Recommending Approval of  
A Façade Improvement Grant Application  
(214 Chestnut Ave.)**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for the Façade Improvement Grant Program; and

WHEREAS, the Historic Preservation Commission has reviewed the Façade Improvement Grant Application for 214 Chestnut Ave. and has found said application to be architecturally appropriate and in conformance with the Downtown Design Guidelines and the Historic Preservation Ordinance, Chapter 17.32 of the Zoning Ordinance; and

WHEREAS, the Historic Preservation Commission finds said Façade Improvement Grant Application to be in conformance with the program requirements.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council approval of the Façade Improvement Application; because the scope of work will contribute to the restoration of a local Historic Landmark building and will follow preservation guidelines.

Roll Call Vote:

Ayes: Rice, Smunt, Malay

Nays: None.

Abstain: Pretz, Kessler

Absent: Norris, Dickerson

Motion Carried.

**PASSED**, this 2<sup>nd</sup> day of February, 2022.

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Chairman

# FAÇADE IMPROVEMENT GRANT PROGRAM DESCRIPTION

MAY 1, 2017



COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES

## 1. Program Purpose

- The Facade Improvement Program is intended to promote reinvestment and restoration of commercial and residential buildings in the downtown area, with a focus on supporting historic preservation practices.
- The program is intended to assist property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures.
- Improvements must meet criteria for appropriateness of design.
- Reimbursement grants are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown St. Charles.

## 2. Application, Review and Approval Process:

- **Determine if your property is eligible for either the Commercial or Residential Façade Improvement Grant.**
- **Determine if your project is eligible for grant reimbursement.**
- **Define the scope of your proposed improvements.** This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
- **Contact the City to schedule a preliminary review of the project by the Historic Preservation Commission early in the design process to determine if the project scope and improvements will meet the program requirements.** The Historic Preservation Commission will consider the architectural appropriateness of proposed improvements using Design Guidelines and the Historic Preservation Ordinance (Chapter 17.32 of the Municipal Code). Improvements that are not architecturally appropriate, as determined by the City Council upon recommendation of the Historic Preservation Commission, are not eligible for a reimbursement grant. The Design Guidelines apply to all grant projects, regardless of whether they are in the Historic District.
- **The grant Program Year runs from May 1 to April 30 of the following year. Grant applications are accepted beginning in March of each year for the Program Year beginning on May 1.** (Note: The budget for the Program Year will not be finalized until approved by the City Council each year. This typically occurs in early April.)
- **Submit a complete grant application. Attend the following meetings on the dates provided by City staff:**
  - The **Historic Preservation Commission** will review and make a recommendation regarding the grant. They meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month at 7:00pm.
  - The **Planning & Development Committee** of the City Council will review the Historic Commission recommendation at their meeting on the second Monday of the month at 7:00pm.

If recommended for approval, the City Council will then vote on the formal grant agreement at a subsequent meeting. The grant agreement will follow the standard form, which is attached. Attendance at this meeting is not necessary unless requested.

**The earliest the grant agreement can be approved by the City Council is the third Monday of May.** Work initiated prior to City Council approval of the grant agreement is not eligible for reimbursement.

#### 4. **Residential Façade Grant:**

- **Eligible Properties:**  
Residential buildings located within a Historic District or Landmark site, rated in the Historic District Architectural Survey as:
  - “Contributing” or “Significant” structures
  - Non-Contributing structures that, upon completion of the improvements, will be re-classified by the Historic Preservation Commission as “Contributing” or “Significant”
- **Minimum Project Cost:** \$1,000
- **Maximum Grant Amount:** \$5,000 for:
  - Improvements that will be visible from the public right-of-way
  - Improvements to systems that include both the visible and non-visible elevations (such as improvements to siding or windows around entire building)
- **Eligible Improvements:**
  - 50% Reimbursement for projects falling into one or more of the following categories:
    - Repainting of historic exterior surface materials where the surface preparation includes removal of worn/failing paint and intensive surface preparation prior to painting.
    - Reconstruction of missing historic features. (*Example: Previously existing front porch*)
    - Repairing/stabilizing deteriorated historic features and reusing existing architectural elements. (*Example: Repair or partial reconstruction of a porch or replacement of window components*)
    - Removal of inappropriate features and restoration with original details and materials. (*Example: Removal of non-original aluminum/vinyl siding and restoration of the original siding, Removal of vinyl or aluminum windows and replacement with wood or aluminum clad wood windows.*)
    - Upgrade deteriorated materials with new appropriate materials. (*Example: Replacement of deteriorated wood windows with new wood windows*)
  - 100% Reimbursement for Architectural Services (Up to \$2,000)
    - Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.
- **Ineligible:**
  - Routine maintenance
  - Any interior improvement or finishes
  - Any improvements to internal building systems, including HVAC, plumbing, electrical (except for wiring for exterior lighting)
  - Any site improvements, including sidewalks, parking lots and landscaping.
  - Freestanding new construction buildings
  - Building additions, unless in connection with improvements to the existing building.
- Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by City Council.

5. **Terms and Conditions applicable to all grants:**

- **Grant applications will be considered in the order they are received.** In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program year, the applications will be carried over for consideration during the following program year.
- **Not more than one grant shall be approved for a building in any program year, and a grant shall not be approved if a grant was made for the same portion of the building within the previous five years.** For the Residential Grant Program, within the 5 program years following approval of a grant, a grant for the same property will not be considered until September of each program year.
- **The maximum amount of the reimbursement grant for a specific property will be set forth in a Facade Improvement Agreement between the City and the property owner or tenant.** If the actual costs exceed the original final estimates submitted with the application and used to determine the final total amount of reimbursement within the Agreement, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.
- **Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099.** You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.
- **The following items are not considered “improvements” and therefore they are not eligible for reimbursement:**
  - Building Permit fees and related costs.
  - Extermination of insects, rodents, vermin and other pests.
  - Title reports and legal fees.
  - Acquisition of land or buildings.
  - Financing costs.
  - Sweat equity.
  - Working capital for businesses.
- **Work that has been initiated prior to the approval of the Facade Improvement Agreement by the City Council is NOT eligible for grant reimbursement.**
- **All improvements must be completed prior to the end of the program year on April 30.** If the work is not complete by the end of the program year, the City’s remaining obligation to reimburse the owner or tenant for the project terminates. The City may, its sole discretion, grant a single one-year extension due to unforeseen circumstances that have prevented the completion of the project.
- **The property owner and tenant shall be responsible for maintaining the facade improvements without alteration for five (5) years.** A restrictive covenant limiting alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.
- **Any project changes must be approved by the City.** Major changes or elimination of improvements must be approved by the City Council. Minor revisions must be approved by the Historic Preservation Commission.
- **This is a reimbursement program -- you must pay your architect, contractors and suppliers before you receive payment from the City.**

# FAÇADE IMPROVEMENT GRANT APPLICATION



COMMUNITY & ECONOMIC DEVELOPMENT DEPT. /PLANNING DIVISION

CITY OF ST. CHARLES

## Grant Type (select one):

Commercial

Residential

Received Date  
**RECEIVED**  
**JAN 28 2022**  
City of St. Charles  
Community Development

## Property Information:

Building or establishment for which the reimbursement grant is requested:

Address:

214 CHESTNUT AVENUE

Property Identification Number:

09-27-336-008

Applicant Name:

TOM PRETZ

## Project Description:

REPAIR, STABILIZE, AND/OR REPLACE WITH LIKE-IN-KIND MATERIALS THE DETERIORATED (WATER DAMAGE) HISTORIC CHAPBOARD FEATURE OF THE FRONT, SOUTH FACING, SECOND FLOOR. REUSE OF ANY GOOD MATERIAL OR SAVED FOR FUTURE HOME NEED. EXISTING CHAPBOARD DATES 1900-1905.

Total Cost Estimate:

\$ 5,045<sup>00</sup> / XX ++

## Submittal Checklist:

- \$50 Application Fee
- Detailed Scope of Work: Must identify all improvements, construction methods, building materials to be used. Costs must be broken down and itemized by task. In general, this scope of work should be prepared by the contractor(s) who will be completing the project.
- Documentation on Existing Conditions: Reports or photographs to demonstrate need for improvements.
- W-9 Form: Filled out and signed by the grant applicant, with a Federal Tax ID Number (or a Social Security Number for an individual)

**Applicant Contact Information:**

Phone Number: 630 - 877 - 7501

Email Address: PRETZ @ AMERITECH. NET

**Statement of Understanding:**

- I agree to comply with the guidelines and procedures of the Façade Improvement Grant Program. I have read and understand the "Terms and Conditions".
- I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- I understand that work done before a Façade Improvement Agreement is approved by the City Council is not eligible for a grant.
- I understand the Façade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and recipient of said grants to the IRS

Signature: Tom Pretz Date: 1/28/2022  
Applicant

**Owner Authorization (if applicable):**

If the applicant is other than the owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at \_\_\_\_\_, and that I authorize the applicant to apply for a reimbursement grant under the St. Charles Façade Improvement Program and undertake the approved improvements.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

# PROPOSAL



**Everything for your home**  
**Roofing - Siding - Windows - Doors - Gutters - Stone**

**1655 Shanahan Dr - South Elgin, IL 60177**  
**Ph: (847) 531-8960 Fax: (847) 531-8966**

No. _____
Date <u>January 24, 2022</u>
Sheet No. <u>Page 1 of 1</u>

**Proposal Submitted To:**

Name	<u>Thomas Pretz</u>
Street	<u>214 Chestnut Ave</u>
City	<u>ST CHARLES</u>
State	<u>IL</u>
Phone	_____

**Work To Be Performed At:**

Street	<u>214 Chestnut Ave</u>
City	<u>ST CHARLES</u> State <u>IL</u>
Date of Plans	_____
Architect	_____

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

- (1) Tear off the existing rotted/damaged siding down to the wood substructure on front elevation around upper windows.
- (2) Any water damaged or defective substrate that are found upon siding removal, will be replaced or restored at an additional charge of \$3.75 per Sq Ft for sheet products and \$4.50 per Lf for structural supports.
- (3) Install 11/16 x6" beveled select tight knot 4" exposure primed cedar siding.
- (4) All siding to be installed at a 4" exposure.
- (5) Touch up all cuts and miters.
- (6) Install color matching caulk where necessary.
- (7) All workmanship is guaranteed for 5 years.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of . . . . . Dollars ( **\$5,045.00** )

with payments to be made as follows: A) 50% down . Balance due upon completion. B) Make check payable to Apex Exteriors Inc.

IN the event of a breach of this agreement by the customer, the customer shall pay all reasonable attorney's fees and collection costs of Apex Exteriors, Inc. including costs of placement and removal of liens and associated title expenses incident to any action brought to enforce this agreement.

A finance charge of 1.5% (18% annually) will be added to all past due balances. The undersigned personally guarantees payment of the account of the above listed business.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Apex Exteriors Inc. may cancel this proposal if it is not accepted within 10 days.

Respectfully submitted APEX EXTERIORS INC.  
 Per \_\_\_\_\_

NOTE -- This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Update 7/1/19

## **214 Chestnut Avenue STCHAS Block 33 Lot 7**

### **Where did barn originate: MF&H ADD Block 5 Lot 1**

1851 Ira and Sarah Minard to Thomas Clark – warranty deed

\*\*\*During the 2009 restoration (removal of the then existing aluminum siding) underneath was the original circa 1900 clapboard. Some minor repair was required which exposed the original barn wood that the name "Clark" and "TC" were beautifully carved into that wood. A picture was taken at that time (should be contained in original landmark filing) and the area recovered with replacement but architecturally correct clapboard. It does exist underneath today in the southeast front exposure for future owners. Up until now the connection between the Thomas Clark name and the barn was not known. \*\*\*

1852 TC to Harvey Hurd – trust deed (on the document it is noted "with the dwelling & important items")

1855 TC to Edwin Lovin – warranty deed

1856 EL to John Peterson – warranty deed

1860 The US/Kane County/STC 1860 subdivision map shows a structure in BK 5 Lot 1 of the MF&H ADD which would be this barn located north of Main St.

1879 JP and Eliza Peterson to Thomas Evison – warranty deed

1879 TE and Minerva Evison to Cora Hunt – mortgage deed

1879 CH to TE – release

1886 TE and ME to Charles Haines – warranty deed

1886 CH to ME – quit claim deed

1886 TE to Minn & NW RR Co – warranty deed (sometime after this event George Ferson took ownership of only the barn and moved this structure onto the south side of Main St. to Block 10 Lot 1 & 2 (directly across on 8<sup>th</sup> avenue the Waterman/Brooks Warehouse previously researched and filed).

### **Where the barn resided circa 1886 to 1900: MF&H ADD Block 10 Lots 1 & 2**

1900 Prior to this year a partnership of Henry and Ellen, Lorinda, Jas, and Kate Ferson; Robert and Hattie (Ferson) Sill; Ira Minard, and Bella Hunt were owners of MF&H ADD Block 10 Lots 1 & 2. On lots 3-8 the Sills were associated with the 1<sup>st</sup> Free Methodist Church (1860) and Swedish Lutheran Evangelical Bethlehem Church (1882) and the many individual names associated acted as representatives or on

behalf for the churches engaging in much movement regarding lots 1-7 and where a church exists today on lot 8.

1900 Henry Ferson et al vs. Ira Minard et al dissolved a partnership via a legal suit for Block 10 Lots 1 & 2. George Ferson's I.C. Ferson & Co grain and feed business was required to move its business. Minard and Hunt would be considered the financial backers to the partnership.

1912 Hattie Sill, Ellen (Ferson) and Jas Richmond, Jas Ferson, Kate Ferson to Charles McCornack – warranty deed. This ended Ferson family involvement of these lots.

### **Where the barn (now a home) resides today: STCHAS Block 33 Lot 7**

1865 Lorenzo Ward to George Ferson – warranty deed

1876 GF and Almira Ferson to Julius Butler (brother-in-law) – warranty deed

1899 JB and Julia Butler to Emma Satterlee (daughter of GF) – quit claim deed

1900 ES moved barn from MF&H ADD Block 10 Lots 1 & 2 to STCHAS Block 33 Lot 7 to become rental property. Home was transformed into a home.

1903 ES to EM Hunt – trust deed

1906 EMH to George Satterlee (son) – deed

1909 GS to EMH – trust deed

1909 GS and Myrtle Satterlee to EMH – trust deed

1910 EMH to GS and MS - deed

1910 GS and MS to Eleanor Corrigan – warranty deed thus ending the Ferson ownership

1934 St Charles Chronicle September 20 featuring U. S. Elliott's recapturing the neighborhood and the Peterson farm

Currently the home is listed as a landmark circa 1883 the Evison, Ferson, Satterlee due to the inability at the time to connect a previously discovered carving on the barn wood. The updated version would be 1852 during original ownership of Thomas Clark.

## 214 History of outside siding

- 1900-03 Barn moved to 214 probably had both board & batten
- 1900-05 Changed to rental house batten probably removed to allow clapboard install
- 1913 First addition probably both board & batten
- 1920 Second addition probably both board & batten
- 1930-40 Stucco added to house (not additions) with clapboard and board remaining
- 1940-55 Garage added with board & batten
- 1960-85 Reverse board & batten becomes popular
- 1975-79 Plywood T1-11 (reverse board & batten) introduced
- 1975-85 Stucco removed (except on garage wall) and replaced with aluminum siding
- 1975-85 Batten removed from garage boards remained covered by aluminum siding
- 1975-85 Boards & batten removed from two additions replaced with T1-11 plywood
- 2007 Removed aluminum siding exposed clapboard and boards on garage. Restored clapboard on house covered boards of garage with clapboard.





**CITY OF ST. CHARLES  
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2021 to April 30, 2022

**THIS AGREEMENT**, entered into this 21st day of March, 2022, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Thomas Pretz

Tax ID# or Social Security #

For the following property:

Address of Property: 214 Chestnut Ave.

PIN Number: 09-27-336-008

**WITNESSETH:**

**WHEREAS**, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

**WHEREAS**, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

**WHEREAS**, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial

work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

**OWNER/LESSEE**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

**ATTEST:**

\_\_\_\_\_

**City Clerk**

**EXHIBIT "I"**

**Total Reimbursement Amounts**

**Commercial Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Routine Maintenance Improvements</b>	\$	25%	
<b>Historic Preservation Improvements</b>	\$	50%	\$
<b>Building Improvements</b>	\$	50%	\$
<b>Architectural Services</b>	\$	100% (not to exceed \$4000)	\$
<b>TOTAL</b>	\$	-	\$

**Residential Façade Grants:**

	<b>Total Estimated Cost</b>	<b>Reimbursement Percentage</b>	<b>Total Maximum Grant Amount</b>
<b>Historic Preservation Improvements</b>	\$5,045	50%	\$2,522.50
<b>Architectural Services</b>	\$	100% (not to exceed \$2000)	\$
<b>TOTAL</b>	\$5,045	-	\$2,522.50

**EXHIBIT “II”**

**Plans, Design drawings, Specifications and Estimates**

Attachments:  
Estimate from Contractor



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4d**

**Title:**

Recommendation to approve amendments to City Code Section 12.04.102 “Outdoor cafes and food carts in public places” regarding Sidewalk Cafés.

**Presenter:**

Russell Colby

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

**Background:**

The City Code allows businesses in the CBD-1 Central Downtown Business District to utilize public sidewalks and plazas for outdoor cafés, subject to meeting certain standards and obtaining a yearly Sidewalk Café permit. In the First Street district, Sidewalk Cafés are limited two 100-day permits, between April 15 to Oct. 31. (The 100-day timeline is due to IRS restrictions on use of space improved by use of tax-exempt bonds.)

In response to the pandemic, starting in summer 2020, a Temporary Outdoor Dining program was created to allow for expanded utilization of both private and public outdoor spaces. The Temporary Program will end on April 15, 2022. This date coincides with the start of the regular Sidewalk Café program in the City Code.

Expanded use of the First Street plazas for outdoor dining during the Temporary Program was successful at generating business, activity and attention for the City’s downtown district. There is interest from the businesses in continuing the expanded use of the plaza in some form. There is also a recognition that going forward, it would be appropriate to require a fee for expanded use of public space.

**Proposal for 2022:**

- Leave the existing Sidewalk Café permit process in place for use of public *sidewalks*, under the same guidelines that had been in place prior to the pandemic, with some administrative updates (switching all permits to the 100-day schedule for consistency, updates to insurance/indemnification forms, etc.)
- Establish a separate fee for use of the First Street Plazas based on square footage: \$0.50 per square foot, per 100-day period. Fees would range from \$400 to \$900 per business per 100-day period, or about \$800 to \$1,800 for the entire summer season. (Note- At this time, any outdoor dining beyond Oct. 31 is not being considered, until the schedule for the plaza expansion construction project is determined.)

**Discussion of the Proposed Plaza Fee:**

- The proposed fee information has been shared with the 5 affected business, of which 2 businesses expressed that the fee might be high.
- Other area communities that are continuing expanded outdoor dining in 2022 have devised various calculation methods for fees, in part based on the specific set up cost or maintenance for the location. In the case of the First Street plazas, the setup and maintenance is done by the businesses. The City manages ancillary services that are part of managing general public space.
- The First Street Plaza is unique, in that the publicly-owned space does not have a designated use or function when not utilized for outdoor dining, other than being a general public plaza available for events. The fee as proposed is intended to offset the benefit the businesses gain from use of public property that is not available to other businesses, and contribute to general maintenance costs of the plaza, which may experience greater wear and tear due to the increased usage.

**Plaza Dining Plan**

For 2022, Staff is proposing to continue with the same plaza space configuration as last year, recognizing that the First Street plaza and adjacent street are planned to be under construction starting in 2023. During construction, the availability of the plaza spaces for outdoor dining has not been determined.

Once the plaza expansion project is completed, the outdoor dining areas are planned to be reconfigured to utilize a greater portion of First Street, keeping the the central portions of the plazas open for other public uses.

**Attachments** *(please list):*

Fee information and comparison, City Code Section with Redline, Plaza outdoor dining maps.

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve amendments to City Code Section 12.04.102 “Outdoor cafes and food carts in public places” regarding Sidewalk Cafés.

**Estimated Fee per Restaurant, based on 2021 space occupied in the Public Plaza**

<b>Restaurant</b>	<b>Plaza Square Footage (excluding dining areas outside of the plazas)</b>	<b>100-day permit</b>	<b>Full season (2 x 100-day permits)</b>
<b>Gia Mia</b>	1,622	\$811	\$1,622
<b>McNally's</b>	1,283	\$642	\$1,283
<b>La ZaZa's</b>	830	\$415	\$830
<b>La Mesa</b>	1,786	\$893	\$1,786
<b>Alter Brewing</b>	1,707	\$854	\$1,707

**Comparable Expanded Outdoor Programs**

	<b>Program Scope</b>	<b>Fee</b>	<b>Fee for a 1,700 sf space</b>
<b>Arlington Heights</b>	Use of sidewalk and closed street; Fencing, maintenance, safety blockades, signage, etc.	0.75% Food and Beverage Tax within a street closure zone, \$1,000 for use of street parking outside of zone	Tax within specific zone or \$1,000 for street use April 29-Sept. 25
<b>Downers Grove</b>	On-street (parking area) and Off-street (sidewalk)	On-street \$103 fee + \$1.60/sf  Off-street \$103 fee + \$1.35/sf	\$2,823  \$2,398 March 15-Nov. 15
<b>Mundelein</b>	Use of space within a closed street and services	\$500 application + \$0.15/sf, not to exceed \$1,500 annual	\$755 Annual fee
<b>St. Charles</b>	Use of public plaza	\$0.50/sf	\$1,700 April 15-Oct. 31

#### 12.04.102 – Outdoor cafes and food carts in public places

- A. The City Administrator is authorized to issue Sidewalk Café Permits for the use of public places located in the CBD-1 zoning district ~~(except for public places located in the First Street TIF District, as hereinafter described)~~, for the purpose of serving food and beverages to the public (including, without limitation, the placement of restaurant tables, chairs, food carts, and similar or related equipment), subject to the following conditions:

1. Permits issued hereunder shall be valid for a term of one hundred (100) days or less and shall be issued:

a. The period of April 15 (or the date of application, whichever is later) through July 23 and/or,

b. The period of July 24 (or the date of application, whichever is later) through October 31.

The holder of a permit for April 15 through July 23 shall not have any automatic right to the issuance of a permit for the period of July 24 through October 31, but shall have the right to apply for a second permit.

2. Permit fees shall be:

a. Use of Public Sidewalk within right-of-way: \$50 per permit

b. Use of the First Street East and West Public Plazas: \$0.50 per square foot of Plaza Café area (as determined by the City Administrator)

~~1. Permits issued hereunder shall be valid from January 1 or the date of permit issuance, whichever is later, through December 31 of the same year. The permit fee for a Sidewalk Café Permit shall be fifty dollars (\$50.00) for each year the permit is obtained.~~

~~2.3.~~ A Sidewalk Café Permit shall be required prior to placing tables, chairs, umbrellas, enclosure fencing, food carts, or any other equipment on any public sidewalk, or walkway or plaza.

~~3.4.~~ Sidewalk Café Permits may be issued only where the equipment is incidental to the operation of a restaurant on private property contiguous to the sidewalk, walkway or plaza.

~~4.5.~~ The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by a Sidewalk Café Permit reduce the open portion of any sidewalk or walkway to less than five feet (5') in width. All equipment placed in the public area shall conform with Section 12.04.200 of this Chapter as to corner visibility.

~~5.6.~~ Prior to issuance of a permit, the applicant shall furnish a dimensioned plan showing the sidewalk or other public space and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates in the area, bicycle racks and newspaper boxes. The diagram shall also include the location of the curb relative to the building and the proposed location of all café furniture, food carts, and other equipment to be placed on the sidewalk.

- ~~6.7.~~ The consumption and possession of alcoholic beverages in the area for which a Sidewalk Café Permit has been issued shall be prohibited, except as allowed pursuant to Title 5, "Business Licenses and Regulations," Chapter 5.08, "Alcoholic Beverages," Section 5.08.300, "Consumption and Possession of Alcoholic Liquor on Public Property."
- ~~7.8.~~ All applicable County Health Department sanitation requirements shall be followed for outdoor food handling. The permittee shall be responsible for posting the outdoor seating area as to any special Health Department requirements.
- ~~8.9.~~ All public areas encompassed by the Sidewalk Café Permit shall be maintained in a sanitary manner at all times. Food scraps and containers shall be disposed of in appropriate refuse containers on a regular basis during the day by the permittee. Sweeping of refuse or food scraps into tree grates is not permitted.
- ~~9.10.~~ Permittees are responsible for emptying the public trash containers placed by the City if they should become full prior to the next regular pickup time.
- ~~10.11.~~ Permittees shall see that the public areas encompassed by their Sidewalk Café Permit are clean at the end of each business day, so as not to have any food or drink leftovers remaining which would pose an attraction to animals or insects. Each permit holder shall wash, as needed, the public area to remove any food or drink residue that may attract animals and/or create a pedestrian slip hazard.
- ~~11.12.~~ Design and placement of tables and chairs, as well as other equipment, shall comply with applicable requirements of the Americans with Disabilities Act and the Illinois Accessibility Act.
- ~~12.13.~~ No tables, umbrellas, enclosure fencing, or other equipment shall be attached or affixed to the sidewalk, parkway, poles or any other public facilities.
- ~~13.14.~~ The applicant for a Sidewalk Café Permit shall provide at its sole cost and expense and shall maintain in effect during the entire period of the permit, insurance in the following manner:
- a. Worker's Compensation Insurance in at least the required statutory limits;
  - b. Comprehensive General Liability Insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least two million (\$2,000,000.00) dollars per occurrence, and two million (\$2,000,000.00) dollars for any single injury; and
  - c. Prior to issuance of a Sidewalk Café permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.
  - d. The required insurance policies shall each provide that they shall not be changed or cancelled during the life of the Sidewalk Café Permit until 30 days after written notice of such change has been delivered to the City.

~~14,15.~~ The permittee shall indemnify, defend, protect, and hold harmless the City, its corporate authorities, officers, employees, agents and volunteers from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in a connection therewith, including but not limited to a reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from permittee's acts or omissions, except to the extent that the city is the sole legal cause of said losses. The foregoing notwithstanding, under no circumstances shall the issuance of any permit provided for under the St. Charles Municipal Code, including but not limited to a Sidewalk Café Permit, to the permittee or any other person or entity constitute an act of negligence or willful misconduct. Nothing set forth in the said permit shall be deemed a waiver by the city of any defenses or immunities relating to the permittee or its property, or to any person or entity or their property, that are or would be otherwise available to the city or its corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this section shall survive the expiration or earlier termination of each Sidewalk Café permit, or the renewal thereof.

~~15,16.~~ The City may suspend or revoke the Sidewalk Café Permit for any reason including, but not limited to violations of any provision of the St. Charles Municipal Code after providing at least three (3) days written notice, except in an emergency, to a permittee.

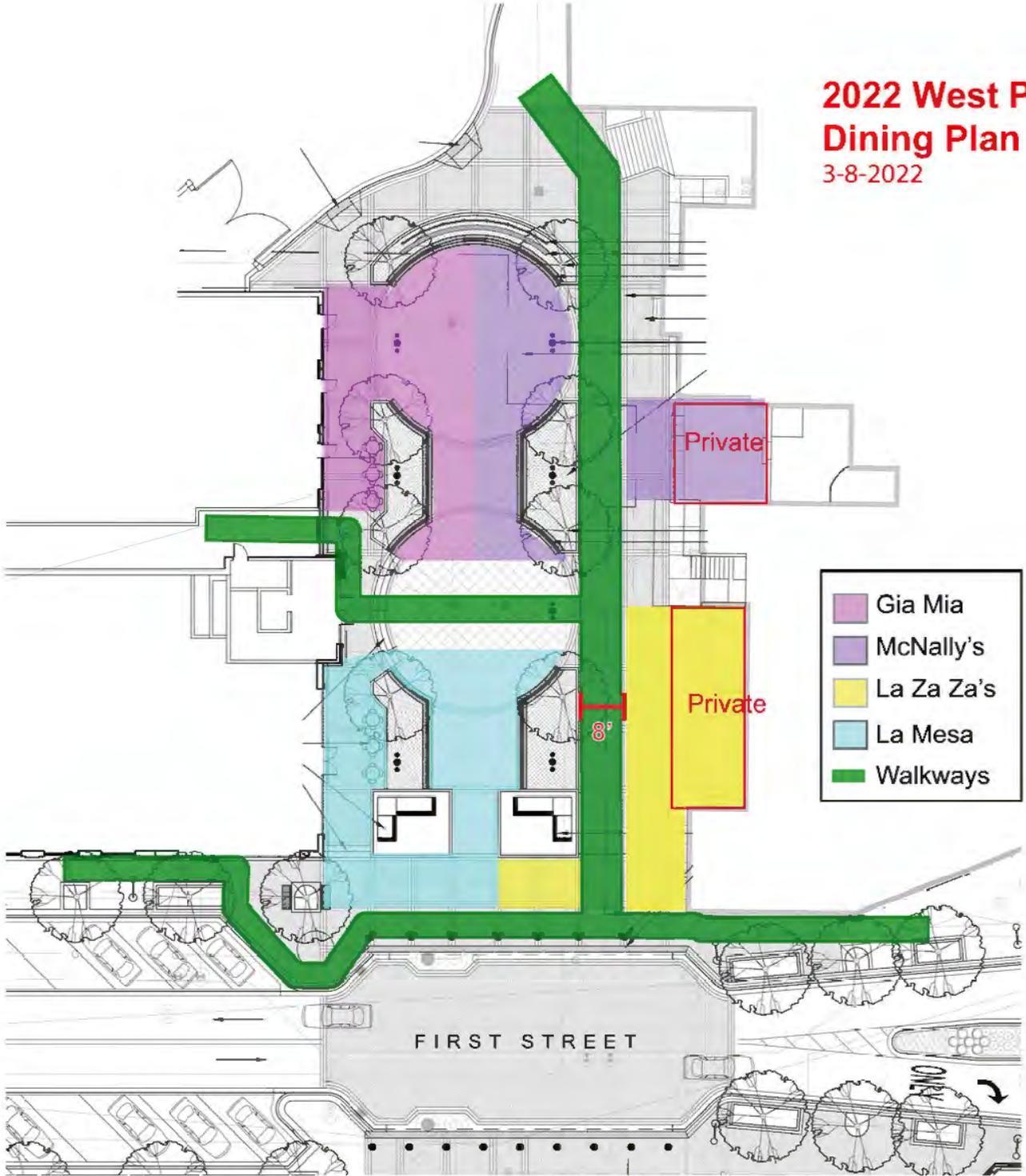
~~B. The City Administrator is authorized to issue Sidewalk Café Permits for the use of public places located in the First Street TIF District for the purpose of serving food and beverages to the public (including, without limitation, the placement of restaurant tables, chairs, food carts, and similar or related equipment), subject to the conditions outlined above as 2. through 15., as well as the following additional conditions:~~

- ~~1. No tables, chairs umbrellas, enclosure fencing, food carts, or any other equipment in the outdoor café area shall obstruct any access areas for emergency vehicles.~~
- ~~2. If the outdoor café area is fenced in, the door that provides access to the outdoor café area shall not be a required exit for the building, tenant space or unit.~~
- ~~3. Permits issued hereunder shall be valid for a term of one hundred (100) days or less and shall be issued for the period of April 15 (or the date of application, whichever is later) through July 23 and/or the period of July 24 (or the date of application, whichever is later) through October 31. The holder of a permit for April 15 through July 23 shall not have any automatic right to the issuance of a permit for the period of July 24 through October 31, but shall have the right to apply for a second permit. If a second permit is applied for within a calendar year, the permit fee for the second permit shall be twenty five dollars (\$25.00).~~

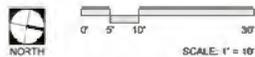
~~The First Street TIF District is described as follows: That part of the Northwest Quarter and the Southwest Quarter of Section 27, Township 40 North, Range 8, East of the Third Principal Meridian in~~

~~the City of St. Charles, Kane County, Illinois described as follows: Beginning at the northeast corner of Block 44 in Original Town of St. Charles, said point also being the intersection of the south right-of-way line of Main Street (Illinois Route 64) and the westerly right-of-way line of 2nd Street (Illinois Route 31); thence easterly along said southerly right-of-way line to the west bank of the Fox River; thence southerly along said west bank to the southerly right-of-way line of Indiana Street; thence westerly along said southerly right-of-way line to the easterly right-of-way of 1st Street; thence southerly along the easterly right-of-way line of 1st Street to the northerly right-of-way line of Prairie Street; thence easterly along said northerly right-of-way line of Prairie Street to the northerly extension of the west line of Lot 5 in the Piano Factory of St. Charles Subdivision; thence southerly along the west line of said Lot 5 and the northerly extension thereof to the most southerly corner of said Lot 5; thence southwesterly along the extension of the southeasterly line of said Lot 5 to the westerly right-of-way line of 2nd Street (Illinois Route 31); thence northerly along said westerly right-of-way line of 2nd Street to the Point of Beginning.~~

**2022 West Plaza  
Dining Plan**  
3-8-2022

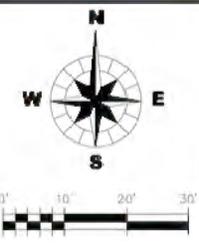


- Gia Mia
- McNally's
- La Za Za's
- La Mesa
- Walkways

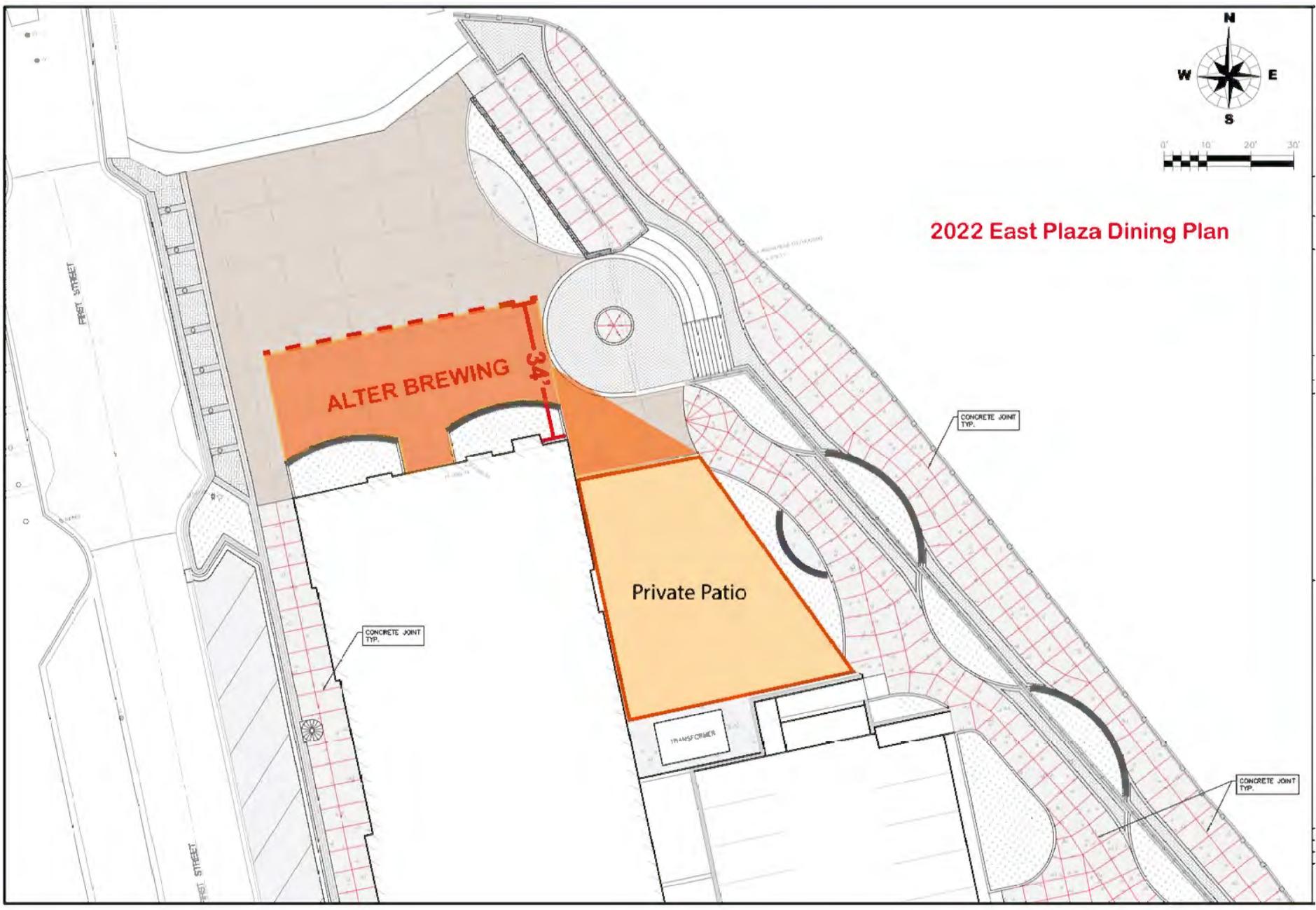


PREPARED FOR  
City of St. Charles,  
Illinois

**First Street Redevelopment**  
West Plaza Improvements  
St. Charles, Illinois



## 2022 East Plaza Dining Plan





CITY OF  
ST. CHARLES  
ILLINOIS • 1834

**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4e**

**Title:**

Plan Commission recommendation to approve a Zoning Map Amendment for 15 S. 3<sup>rd</sup> St.

**Presenter:**

Ellen Johnson

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The subject property is located on the west side of S. 3<sup>rd</sup> St. between W. Main and Walnut Streets. The property contains a two-story, two-unit building constructed around 1900. Lazarus House purchased the property in 2006 and has used the building for office space and as a day center in conjunction with its main facility across the street. The building is currently vacant. The property is zoned CBD-2 Mixed Use Business District.

Lazarus House is seeking approval of a Zoning Map Amendment to rezone the property to the CBD-1 Central Business District. Rezoning is necessary to allow use of the building for two dwelling units. The subject property is 3,300 sf in size. The CBD-2 District requires a minimum lot area of 4,400 sf for a two-unit building, while only 2,000 sf is required for two units in the CBD-1 District.

Lazarus House plans to rehab the interior of the building. The units will be rented at an affordable rate to Lazarus House clients who are ready to transition into permanent housing.

The Comprehensive Plan land use designation for the property is Public/Semi-Public, reflecting use of the subject property in conjunction with Lazarus House.

**Plan Commission Recommendation**

Plan Commission held a public hearing on 3/8/22. No members of the public spoke for or against the proposal. The Commission voted 7-0 to recommend approval.

**Attachments** *(please list):*

Plan Commission Resolution, Staff Report, Application, Streetview Images, Excerpt from Ch. 17.14

**Recommendation/Suggested Action** *(briefly explain):*

Plan Commission recommendation to approve a Zoning Map Amendment for 15 S. 3<sup>rd</sup> St.

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 4-2022**

**A Resolution Recommending Approval of a Zoning Map Amendment for 15  
S. 3<sup>rd</sup> St. (Julie Purcell, Lazarus House)**

**Passed by Plan Commission on March 8, 2022**

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

WHEREAS, the Plan Commission has held a public hearing and has reviewed the petition for Zoning Map Amendment for 15 S. 3<sup>rd</sup> St. (Julie Purcell, Lazarus House); and,

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

**FINDINGS OF FACT FOR MAP AMENDMENT**

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

The proposed use of the 15 S. 3<sup>rd</sup> St. property is for residential through the renovation of two existing apartments that will be utilized as affordable housing units. The only nearby, comparable property is 9 S. 3<sup>rd</sup> St. which is currently utilized as a residential property, but was used for commercial/office space in the past.

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

The property value will not be diminished by the existing zoning, but it cannot be utilized as affordable housing for those of our neighbors in need of it in order to be housed independently. The proposed change in zoning would not necessarily change the value of the property significantly, but would allow for a better use of the space for the benefit of the community and the people who call it home.

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

There are minimal options for affordable housing in central Kane County, yet there are many individuals and families who work in the area who are in need of such an option. Many of the guests at Lazarus House have successfully completed one of our programs, have attained income and are ready for an opportunity to return to independent living, but cannot afford housing in the area. Many have grown up and/or lived their whole lives in the Fox Valley and want to remain in this area, but cannot; lack of affordable housing options. Lazarus House wants to offer them a chance at independence in one of the affordable housing units that will be created.

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

The building was originally a 2-flat apartment for residential use. The proposed zoning change would bring the building back to that use. Under the current zoning, the property cannot be used for affordable housing of more than 1 unit.

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

This building has been vacant since late 2019.

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

With minimal affordable housing in Kane County and the apartment vacancy rate in Kane currently at 1.1%, there is a great need for this proposed project. The location of the property also creates affordable housing that is in reasonable proximity to businesses that are looking for employees. This is especially important for individuals that do not have their own transportation.

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

The proposed amendment to the zoning of this property is in alignment with two goals residential areas in the City's plan: Goal 1: Maintain the City's image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhoods. St. Charles needs more affordable options for those Fox Valley residents who cannot afford the current housing market, but wish to stay part of our community. Goal 2: Enable residents to be life-long citizens by adopting an "aging in place" approach to development, maintenance, and related services. Many of the guests that come to Lazarus House are older adults that are struggling to afford independent housing. In addition, senior housing options have waiting lists that are sometimes years long.

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

We are not aware of any error or omission this proposal would have in the zoning map.

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

This building was originally built as a 2-flat residential property that, over the years, had been changed to commercial. This request asks that it be rezoned to the original intent of the property as a 2-flat.

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

9 S. 3<sup>rd</sup> St., the next door property, has also been commercial and is now residential. This request is similar.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of a Zoning Map Amendment from CBD-2 Mixed Use Business to CBD-1 Central Business for 15 S. 3<sup>rd</sup> St. (Julie Purcell, Lazarus House).

Roll Call Vote:

Ayes: Funke, Wiese, Purdy, Vargulich, Ewoldt, Moad, Hibel

Nays: None

Absent: Melton, Becker

Motion carried: 7-0

PASSED, this 8<sup>th</sup> day of March 2022.

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Chairman  
St. Charles Plan Commission



Staff Report  
Plan Commission Meeting – March 8, 2022

<b>Applicant:</b>	Julie Purcell, Lazarus House
<b>Property Owner:</b>	Lazarus House
<b>Location:</b>	15 S. 3 <sup>rd</sup> St.
<b>Purpose:</b>	Rezone to allow conversion of existing building into two dwelling units
<b>Application:</b>	Zoning Map Amendment
<b>Public Hearing:</b>	Yes
<b>Zoning:</b>	CBD-2 Mixed Use Business District
<b>Current Land Use:</b>	Vacant
<b>Comprehensive Plan:</b>	Public / Semi-Public

15 S. 3<sup>rd</sup> St.



*Subject Property*

**Summary of Proposal:** Lazarus House owns the subject property which is across 3<sup>rd</sup> St. from their main facility. Lazarus House is requesting to rezone the subject property from CBD-2 Mixed Use Business to CBD-1 Central Business. Rezoning will allow the structure to be converted into two apartment units to be used as transitional affordable housing.

**Info / Procedure on Application:** **Zoning Map Amendment:**

- Revision to the zoning map to change the zoning district of a specific property.
- Public hearing is required, with a mailed notice to surrounding property owners.
- All findings need not be in the affirmative to recommend approval – recommendation based on the preponderance of evidence.

**Suggested Action:** Conduct the public hearing and close if all testimony has been taken.

The Plan Commission may vote on this item should the Commission feel that they have enough information to make a recommendation.

The applicant has provided responses to the Findings of Fact for Map Amendment for the Commission’s consideration.

**Staff Contact:** Ellen Johnson, Planner

**I. PROPERTY INFORMATION**

**A. History / Context**

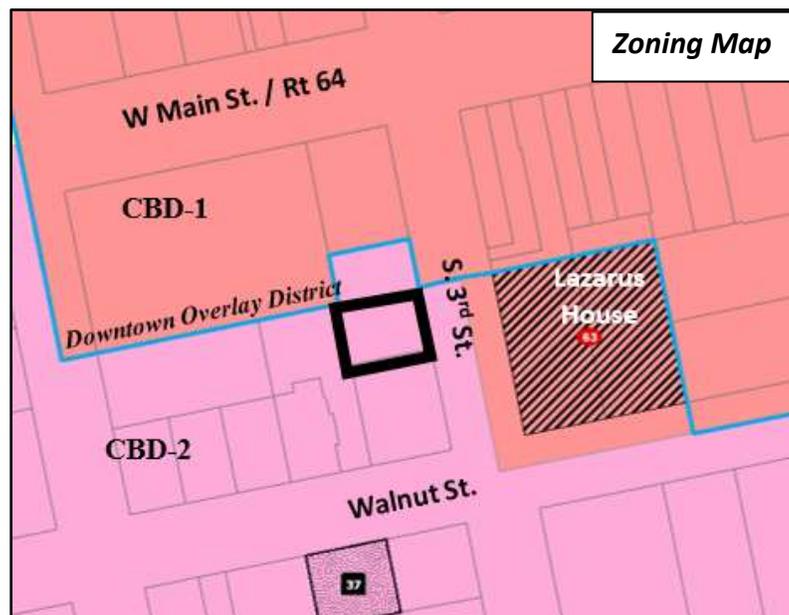
The subject property, 15 S. 3<sup>rd</sup> St., is located on the west side of S. 3<sup>rd</sup> St. between W. Main and Walnut Streets, on the west side of downtown. The parcel is 3,300 sf in size and contains a 2,305 sf, two-story, two-unit structure constructed between 1870-1910. Separate entrances for each floor are on the front and rear of the building. Past uses include retail, residential, and office.

Lazarus House homeless shelter operates directly east of the subject property at 214 Walnut St. Lazarus House purchased the subject property in 2006. They used the upper level as office space and the lower level as a Women and Children’s Day Center. The building has been vacant since September of 2019. During the pandemic, the building was used periodically to isolate COVID positive guests.

**B. Zoning**

The subject property is zoned CBD-2 Mixed Use Business District. The property is surrounded by CBD-2 zoning on three sides, with CBD-1 zoning to the east.

	Zoning	Land Use
<b>Subject Property</b>	CBD-2 Mixed Use Business	Mixed Use
<b>North</b>	CBD-2 Mixed Use Business	Residential
<b>East</b>	CBD-1 Central Business / Special Use	Lazarus House homeless shelter
<b>South</b>	CBD-2 Mixed Use Business	Parking
<b>West</b>	CBD-2 Mixed Use Business	Parking



### C. Comprehensive Plan

The subject property is designated “Public/Semi-Public” in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. This designation reflects the current use of the subject property in conjunction with the Lazarus House homeless shelter. Lazarus House’s primary facility is located directly east and is shown as “Mixed-Use” on the Land Use Plan along with a majority of downtown. However, the Community Facilities Plan does include both the subject property and Lazarus House’s primary facility as “other public/semi-public facilities or sites”. It appears designation of Lazarus House as Mixed Use on the Land Use Plan was done in error.



The Public/Semi-Public land use is described as follows:

*This land use designation includes a variety of uses that are typically classified as public or semi-public and include municipal facilities, other government facilities, schools, religious institutions, and more. These uses provide essential facilities and services to the community and are scattered throughout the City. Many public and semi-public uses are compatible with residential areas, but some are more intense (like public works yards) and may require location within or adjacent to commercial or industrial areas.*

Lazarus House and the subject property are shown on the Community Facilities Plan as “other public/semi-public facilities or sites” (p.59). The following recommendation is provided for these types of facilities:

*The City should continue to encourage the location of quasi-public facilities in the community as they provide a variety of services to area residents.*

## II. PROPOSAL

Julie Purcell, executive director of Lazarus House, has filed an application for Zoning Map Amendment requesting rezoning of 15 S. 3<sup>rd</sup> St. from CBD-2 Mixed-Use Business to CBD-1 Central Business.

Lazarus House plans to remodel the interior of the building to create two apartment units. Rezoning to the CBD-1 District is requested to allow use of the building for two dwelling units due to lot area requirements (see discussion in Section III).

The proposed units will be rented at an affordable rate to Lazarus House clients who are ready to transition from the shelter into permanent housing, but need more time to attain financial stability. Floor plans have been provided. Details:

- Separate entrances for each unit (existing- main front entrances & secondary rear entrances)
- 1<sup>st</sup> floor unit: 2 bedrooms/2 bathrooms
  - Intended for 4 people or a family
- 2<sup>nd</sup> floor unit: 3 bedrooms/1 bathroom
  - Intended for 3-4 people

### III. PLANNING ANALYSIS

Staff has analyzed the Zoning Map Amendment application to determine compliance with applicable standards of the Zoning ordinance. The proposal was reviewed against the following code sections:

- Ch. 17.14 Business & Mixed Use Districts
- Ch. 17.24 Off-Street Parking Loading & Access

#### A. Proposed Zoning

The applicant is requesting rezoning from CBD-2 Mixed-Use Business to CBD-1 Central Business. The purpose of these districts are provided in Ch. 17.14 as follows:

*CBD-1: The purpose of the CBD-1 Central Business District is to provide for the maintenance and orderly growth of a mixed use, pedestrian friendly, compact district of retail, service, office, and higher density residential uses in the central area of the City. Development within the CBD-1 District is intended to promote the upgrade and full utilization of existing older structures as well as appropriate redevelopment.*

*CBD-2: The purpose of the CBD-2 Mixed Use District is to provide for a properly scaled mixed-use transition between single-family residential neighborhoods and the retail core of the CBD-1 Central Business District. The CBD-2 District permits a mix of retail, service, office, and medium-density residential uses within buildings that are of a reduced height and scale than that permitted in the CBD-1 District. However, development in this district is also intended to retain a pedestrian oriented character, similar to that of the CBD-1 District.*

Rezoning is requested due to a lot area requirement in the existing CBD-2 District that would prevent more than one dwelling unit on the subject property. The CBD-2 District requires a minimum lot area of 2,200 sf per dwelling unit; a 4,400 sf lot is required for a building containing two dwelling units. The subject parcel is 3,300 sf in size, which would only allow for a single dwelling unit in the CBD-2 District. Minimum lot area in the CBD-1 District is only 1,000 sf per dwelling unit. This would allow up to three dwelling units on the subject property; two units are proposed.

As shown on the zoning map on page 2, the subject property is located adjacent to CBD-1 zoning to the east (Lazarus House) and CBD-2 zoning on the remaining sides. If the subject property is rezoned, the CBD-2 property to the north, 9 S. 3<sup>rd</sup> St., will be surrounded by CBD-1 zoning on all sides. Rezoning of that parcel to CBD-1 may be considered in the future if requested by that property owner.

The applicant has provided Findings of Fact in support of the rezoning request.

**B. Proposed Use**

Proposed use of the building is classified as a Two-Family Dwelling, defined in the Zoning Ordinance as follows:

*A building containing two (2) dwelling units attached either vertically or horizontally.*

Two-Family Dwellings are not listed as a permitted use in the CBD-1 District. However, the existing structure appears to have been originally constructed with two units and has historically been used for both commercial and residential purposes. Proposed is a return to residential occupancy of both units, however current lot area requirements under the existing CBD-2 zoning preclude this use of the building; while two-family dwellings are permitted in CBD-2, it would constitute a nonconformity if used as such due to insufficient lot area. Based on historical use and construction of the building and given the lot area considerations, the building is permitted to return to two residential units under the proposed CBD-1 zoning.

If rezoned, any future uses on the property will be limited to those listed as Permitted or Special Uses in the CBD-1 District (see Table 14.1-1, attached). CBD-2 uses are also highlighted.

**C. Bulk Standards**

No changes are proposed to the footprint of the existing structure on the site. The table below compares the CBD-2 and CBD-1 bulk standards with the existing conditions of the subject property. The existing structure is nonconforming to the front yard, south interior side yard, and rear yard setbacks required under the existing CBD-2 zoning.

If rezoned to CBD-1, the existing structure will comply with all bulk standards; there will be no nonconformities. Any future redevelopment of the property would be subject to these standards as well.

Category	CBD-2 District (Current Zoning)	CBD-1 District (Proposed Zoning)	Proposed (Existing Structure)
<b>Min. Lot Area</b>	2,200 sf per dwelling unit	1,000 sf per dwelling unit	1,650 sf per dwelling unit
<b>Min. Lot Width</b>	50 ft.	None	50 ft.
<b>Max. Building Coverage</b>	40%	None	36%
<b>Max. Gross Floor Area per Building</b>	10,000 sf	40,000 sf	2,305 sf
<b>Max. Building Height</b>	40 ft.	50 ft.	Approx. 30 ft.
<b>Front Yard</b>	Min. 5 ft.	Max. 5 ft/No min.	3.5 ft.
<b>Interior Side Yard</b>	Min. 5 ft.	If provided, 5 ft.	North: 5.15 ft. South: 1.85 ft.
<b>Rear Yard</b>	20 ft.	None	14.5 ft.

**D. Parking**

No off-street parking is provided or proposed on the subject property. In the CBD-1 and CBD-2 districts, 1 off-street parking space is required per dwelling unit. However, per Section 17.24.080, downtown properties are exempt from providing off-street parking if certain conditions are met. The subject property complies with these conditions, as noted below, and therefore no parking is required on-site.

1. Location within Special Service Areas 1A and 1B.  
*The subject property is located within SSA 1A and 1B.*
2. Residential use is located within 200 ft. walking distance of a parking lot or structure having spaces available for overnight parking.  
*Public, 24-hour parking is available in the City lot near Walnut & S 3<sup>rd</sup> Streets, behind 3<sup>rd</sup> Street Dance Academy, within 200 ft. of the subject property. There is also public parking adjacent to the west of the subject property, however parking is limited to 8 hours. Note- the parking lot directly south is privately owned and restricted for use by nearby businesses on Main St.*

#### IV. OPTIONS FOR PLAN COMMISSION ACTION

##### 1. Public Hearing – Close or Continue

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

*If Public Hearing is closed-*

##### 2. Make a Recommendation to Planning & Development Committee

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

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

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

- a. **Recommend approval** of the application for Zoning Map Amendment.
  - Staff does not have any outstanding comments; the recommendation does not need to include a condition regarding resolution of staff comments.

**OR**

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

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

**V. ATTACHMENTS**

- Findings of Fact provided by applicant
- Application for Zoning Map Amendment; received 2/11/22
- Streetview photos
- Table 17.14-1- Permitted & Special Uses in the CBD-1/CBD-2 Districts

## Applicant's Findings of Fact Responses

### FINDINGS OF FACT – MAP AMENDMENT

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

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

**Project Name or Address:** 15 S. 3rd Street, St. Charles, IL

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

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

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

The proposed use of the 15 S. 3rd Street property is for residential through the renovation of 2 existing apartments that will be utilized as affordable housing units. The only nearby, comparable property is 9 S. 3rd Street which is currently utilized as a residential property, but was used for commercial/office space in the past.

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

The property value will not be diminished by the existing zoning, but it cannot be utilized as affordable housing for those of our neighbors in need of it in order to be housed independently. The proposed change in zoning would not necessarily change the value of the property significantly, but would allow for a better use of the space for the benefit of the community and the people who call it home.

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

There are minimal options for affordable housing in central Kane County, yet there are many individuals and families who work in the area who are in need of such an option. Many of the guests at Lazarus House have successfully completed one of our programs, have attained income and are ready for an opportunity to return to independent living, but cannot afford housing in the area. Many have grown up and/or lived their whole lives in the Fox Valley and want to remain in this area, but cannot, lack of affordable housing options. Lazarus House wants to offer them a chance at independence in one of the affordable housing units that will be created.

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

The building was originally a 2-flat apartment for residential use. The proposed zoning change would bring the building back to that use. Under the current zoning, the property cannot be used for affordable housing of more than 1 unit.

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

This building has been vacant since late 2019.

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

With minimal affordable housing in Kane County and the apartment vacancy rate in Kane currently at 1.1%, there is a great need for this proposed project. The location of the property also creates affordable housing that is in reasonable proximity to businesses that are looking for employees. This is especially important for individuals that do not have their own transportation.

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

The proposed amendment to the zoning of this property is in alignment with two goals for residential areas in the city's plan: **Goal 1:** Maintain the City's image and desirability as a great place to live by preserving and enhancing the diversity, quality, character, safety, affordability, and appeal of residential neighborhoods. St. Charles needs more affordable options for those Fox Valley residents, who cannot afford the current housing market, but wish to stay part of our community. **Goal 2:** Enable residents to be life-long citizens by adopting an "aging in place" approach to development, maintenance, and related services. Many of the guests that come to Lazarus House are older adults that are struggling to afford independent housing. In addition, senior housing options have waiting lists that are sometimes years long.

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

We are not aware of any error or omission this proposal would have in the zoning map.

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

This building was originally built as a 2-flat residential property that, over the years, had been changed to commercial. This request asks that it be rezoned to the original intent of the property as a 2-flat

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

9 S. 3<sup>rd</sup> Street, the next door property, has also been commercial and is now residential. This request is similar.

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

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



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

## ZONING MAP AMENDMENT APPLICATION

<b>For City Use</b>	
Project Name:	<u>15 S. 3rd St.</u>
Project Number:	<u>2022 -PR- 003</u>
Cityview Project Number:	<u>PLMA202200006</u>

Received Date  
**RECEIVED**  
**FEB 11 2022**  
 City of St. Charles  
 Community Development

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

<b>1. Property Information:</b>	Location:	15 S. THIRD STREET. ST. CHARLES, IL	
	Parcel Number (s):	09-34-104-003	
<b>2. Applicant Information:</b>	Name:	Julie Purcell, Executive Director	Phone: 630.587.2144
	Address	LAZARUS HOUSE 214 WALNUT STREET ST. CHARLES, IL 60174	Email: <a href="mailto:JulieP@LazarusHouse.Net">JulieP@LazarusHouse.Net</a>
<b>3. Record Owner Information:</b>	Name:	LAZARUS HOUSE	
	Address:	214 Walnut Street, St. Charles, IL 60174	Phone: 630.587.2144 Email: <a href="mailto:JulieP@LazarusHouse.net">JulieP@LazarusHouse.net</a>

**4. Zoning & Use Information:**

Current zoning of the property: CBD-2 Mixed Use Business District

Current use of the property: temporary housing for shelter guests who test positive to COVID

Comprehensive Plan land use designation of the property: Multi-Family Residential

Is the property a designated Landmark or in a Historic District? Yes

Proposed zoning of the property: CBD-1 Central Business District

Proposed use of the property: affordable housing in 2-units -- one up and one down.

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

To create 2 separate housing units. Upstairs would have 2 small & one large bedrooms for 3-4 persons; downstairs would have 2 large bedrooms for up to 4 persons or a family. The purpose is to provide affordable housing for Lazarus House shelter guests who are transitioning to their own housing yet need more time for financial stability. Men would be housed upstairs and women/children or a family would be downstairs.

**5. Required Attachments:**

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

**APPLICATION FEE:** \$500

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

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

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$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:** a) A current title policy report; or  
b) A deed and a current title search

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

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

**LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.

**LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.

**PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

**SITE PLAN:** A site plan drawn to scale to demonstrate that the property can meet the minimum requirements of the proposed zoning district (including setbacks, landscaping, parking, etc.). *2 pages*

**FINDINGS OF FACT:** Fill out the attached form.

**LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: [http://gistech.countyofkane.org/gisims/kanemap/kanegis4\\_AGOx.html](http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html)

**SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>

**ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>

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.

*Paul M Dowell* 1.27.2022  
Record Owner President of Lazarus House Board of Directors Date

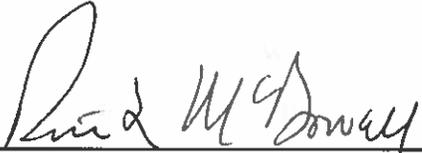
*Julio Runcell* 1-27-2022  
Applicant or Authorized Agent Date

**LAZARUS HOUSE**  
**BOARD OF DIRECTORS RESOLUTION**  
In lieu of Letter of Authorization as requested by the City

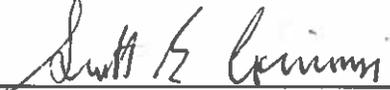
On **January 25, 2022**, through an ***email vote***, Stormy Grinnell made a motion to the Board of Directors to approve Julie Purcell, Executive Director, and Sandy Falk, Financial & Administrative Director, to move forward as representatives of Lazarus House in applying with the City of St. Charles for *rezoning* of 15 S. 3<sup>rd</sup> Street from the current CBD-2 classification to CBD-1 as has been advised by a City official. This rezoning will allow for 15 S. 3<sup>rd</sup> Street to be a 2-unit residence for the remodeling work planned for Affordable Housing.

Lynette Anderson seconded the motion.

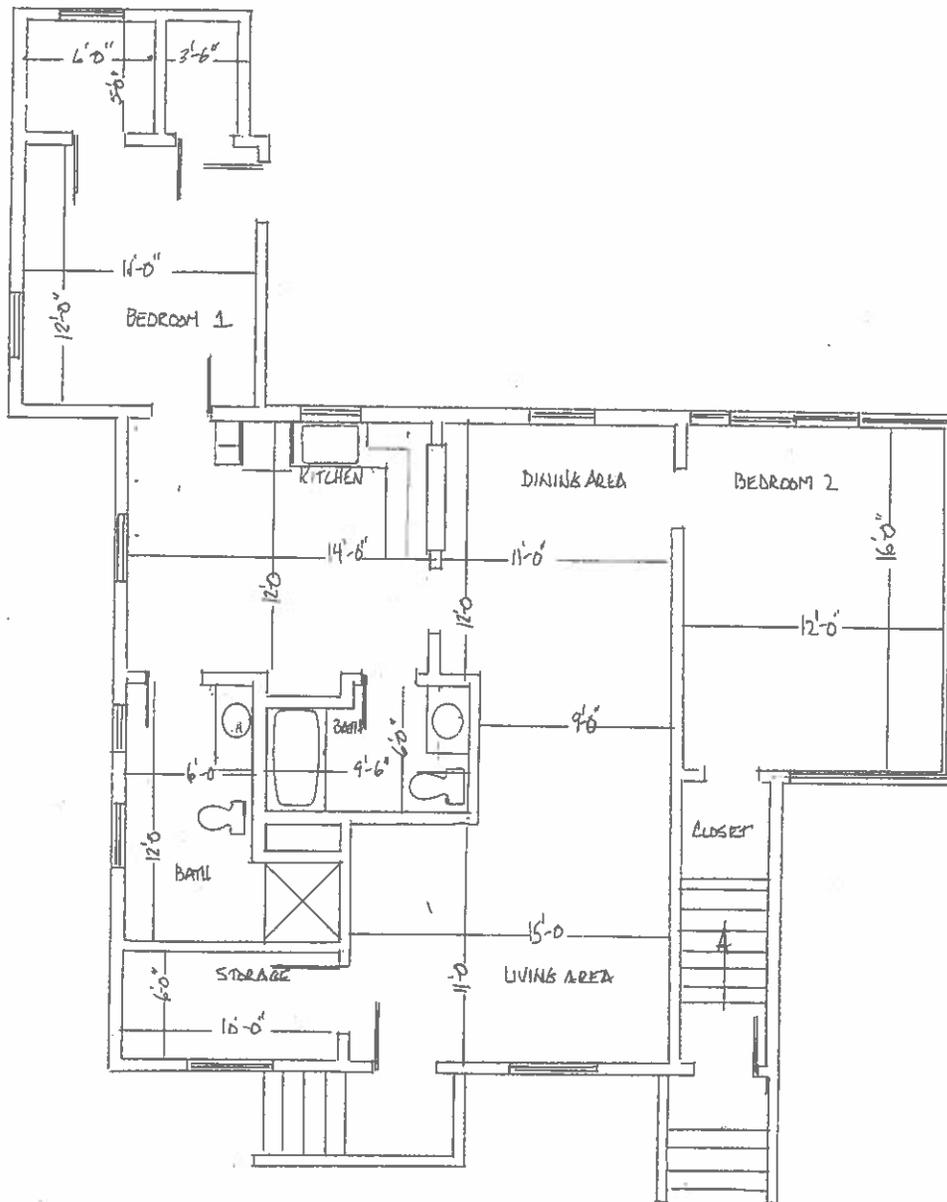
The motion was carried by 13 Board members email responses to approve. The remaining 3 Board members were not available through email.

  
\_\_\_\_\_  
Bob McDowell, Board President

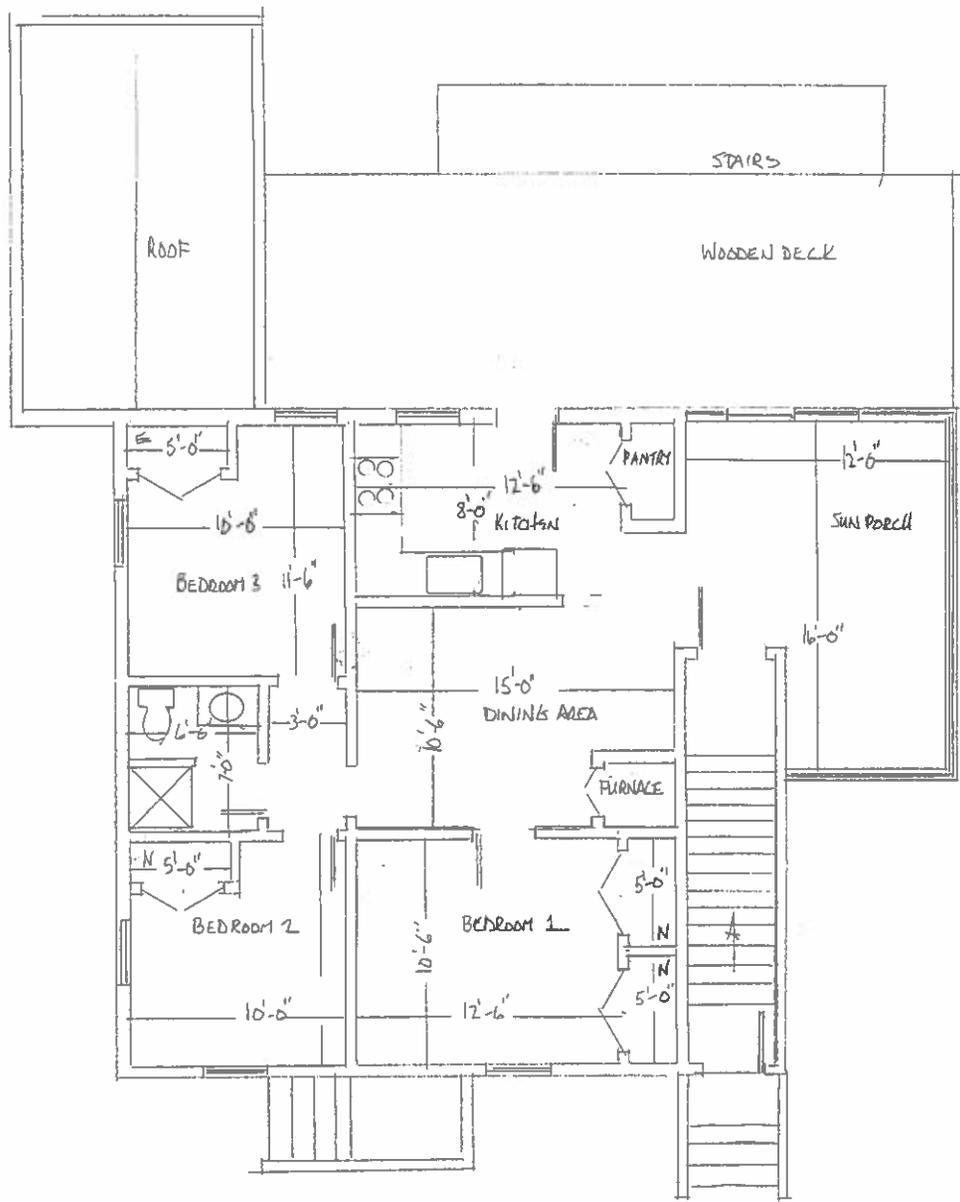
1.27.2022  
Date

  
\_\_\_\_\_  
Scott Corirossi, Board Vice President

1/28/2022  
Date



LAZARUS HOUSE 1<sup>ST</sup> FLOOR REMODEL  
 CONCEPT PLAN  
 1/4" = 1'-0"

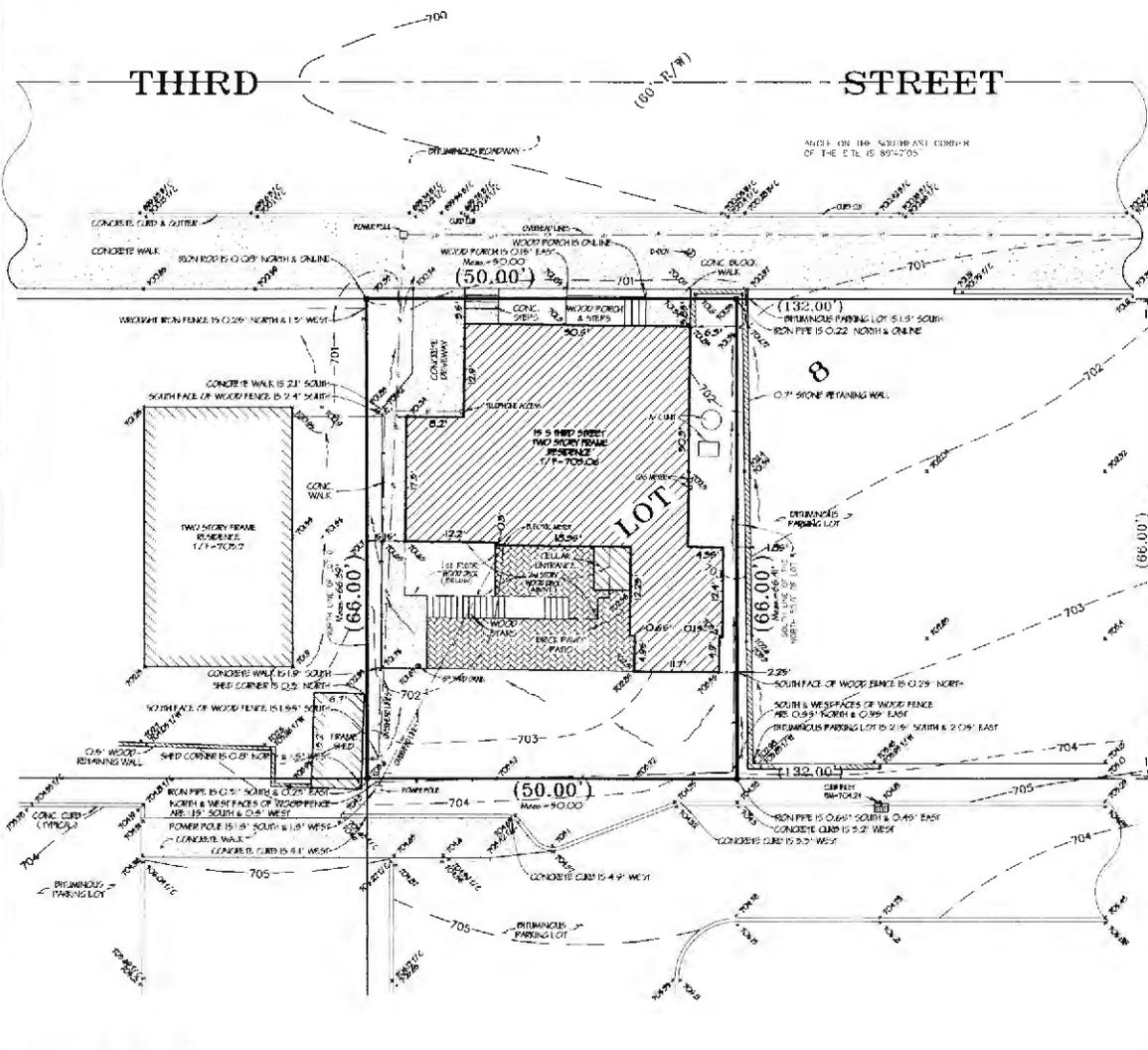


LAZARUS HOUSE 2<sup>ND</sup> FLOOR REMODEL  
 CONCEPT PLANS  
 1/4" = 1'-0" —

# PLAT OF SURVEY

THE NORTHERLY 50 FEET OF LOT 8 IN BLOCK 49 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

- LEGEND**
- Monument Found
  - Old Survey Point
  - Recent Observation
  - True Line



- AS-BUILT TOPOGRAPHY LEGEND**
- 760 — EXISTING CONTOUR
  - 760 — EXISTING GRADE
  - 760 — DRAINAGE FLOW ROUTE
  - SP — SLUMP PUMP DISCHARGE
  - DS — DOWNSPOUT DISCHARGE

SITE BENCHMARK ELEV = 702.08  
 NORTH-WEST CORNER EOLT ON FIRE HYDRANT AT THE INTERSECTION CORNER OF THRD STREET AND WALNUT STREET

**NOTES**

- All distances shown herein are in feet and decimal parts thereof corrected to 62°F. Bearings shown along several lines are true north-south unless otherwise noted.
- Observe the Local Description, Building Lines, and Easements as shown herein with your Client. This is the Surveyor's Policy of the Department.
- Consult local authorities for additional setbacks and restrictions not shown herein.
- Compare all survey points and report any discrepancies immediately.
- Consult utility companies and municipalities prior to the start of any construction.
- Dimensions to and along buildings are surface horizontal measurements.
- Do Not Assume distances from unshown measurements made herein.

STATE OF ILLINOIS) ss  
 COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE EXAMINED THE EXISTING IMPROVEMENTS AND AS-BUILT GRADES FOR THE PROPERTY AS DESCRIBED HEREON, AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF.

SIGNED AND SEALED AT WHEATON, ILLINOIS THIS 18th DAY OF JULY, A.D. 2007

BY *Allen D. Carradus*, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551.  
 MY LICENSE EXPIRES NOVEMBER 30, 2008.

**ALLEN D. CARRADUS AND ASSOCIATES**  
 Residential & Commercial Land Surveying Services  
 108 W. LIBERTY DRIVE, WHEATON, ILLINOIS 60187  
 (630) 588-0616 (FAX) 633-7682

PREPARED FOR: **BETTERLIVING MIDWEST**

DRAWN BY: CMG DATE OF FIELD WORK: 06/18/07 SCALE: 1"=10' PLOT NO.: 247-26/28 PROJECT NO.: 19496-ASB

15 S. 3<sup>rd</sup> St. – Streetview





BUSINESS AND MIXED USE DISTRICTS

TABLE 17.14-1 PERMITTED AND SPECIAL USES								
P=Permitted Use S=Special Use A=Permitted Accessory Use SA=Special Use, Accessory Only	ZONING DISTRICT						SPECIFIC USE STANDARDS	
	BL	BC	BR	CBD-1	DOWNTOWN OVERLAY FIRST FLOOR			CBD-2
					CBD1	CBD2		
<b>RESIDENTIAL USES</b>								
Artist Live/Work Space				P			P	Section 17.20.030
Assisted Living Facility		S		S			P	
Dwelling, Upper Level	P			P			P	
Dwelling Unit, Auxiliary							P	Section 17.20.030
Dwelling, Multi-Family				P			P	
Dwelling, Townhouse							P	
Dwelling, Two-Family							P	
Dwelling, Single-Family	P						P	
Group Home, Large							P	Section 17.20.030
Group Home, Small							P	Section 17.20.030
Independent Living Facility							P	
<b>CULTURAL, RELIGIOUS, RECREATIONAL AND ENTERTAINMENT USES</b>								
Art Gallery/Studio	P	P	P	P	P	P	P	
Carnival (as temporary use)		P	P	P				Section 17.20.040, 050
Cultural Facility		P	P	P	P	S	S	
Indoor Recreation and Amusement (Including Health/Fitness Club)		P	P	P	P	S	S	
Health/Fitness Club	P							
Live Entertainment		P	P	P	P			
Lodge or Private Club	P	P	P	P				
Outdoor Amusement			S					
Outdoor Recreation		P	P					
Park, Neighborhood	P			P	P	P	P	
Place of Worship	P	P	P	P			P	
Public Plaza	A	A	A	P	P	P	P	
Temporary Outdoor Entertainment	A	A	A	P	P	P		Section 17.20.030
Theater		P	P	P	P	P		
<b>GOVERNMENTAL AND INSTITUTIONAL USES</b>								
College/University		P	P	S				
Emergency Medical Center			P					
Fairground			S					
Golf Course			S					
Homeless Shelter				S			S	
Hospice							S	
Hospital			P					
Library				P			P	
Office, Government		P		P			P	
Post Office		P	P	P			P	
Public Service Facility		P	P	S				
School, Specialized Instructional	P	P	P	P			P	
School, Primary or Secondary							P	
<b>RETAIL AND SERVICE USES</b>								
Alcohol and Tobacco Sales Establishment	P*	P	P	P	P	P*	P*	*Section 17.20.30
Bank	P	P	P	P	P*	P*	P	Section 17.20.030 *Section 17.14.020
Bed and Breakfast				P			P	Section 17.20.030
Car Wash		S	P					Section 17.24.100
Currency Exchange		P	P	S				
Day Care Center	P	P	P	S			P	

BUSINESS AND MIXED USE DISTRICTS

TABLE 17.14-1 PERMITTED AND SPECIAL USES								
P=Permitted Use S=Special Use A=Permitted Accessory Use SA=Special Use, Accessory Only	ZONING DISTRICT							SPECIFIC USE STANDARDS
	BL	BC	BR	CBD-1	DOWNTOWN OVERLAY FIRST FLOOR		CBD-2	
					CBD1	CBD2		
Drive-Through Facility	S	S	S	S			SA	Section 17.24.100
Financial Institution	P	P	P	P	P*	P*	P	*Section 17.14.020
Gas Station		P	P					Section 17.20.030
Heavy Retail and Service		P	S					
Home Improvement Center		P	P					
Hotel/Motel		P	P	P	P			
Medical/Dental Clinic	P	P	P	P	P*	P*	P	*Section 17.14.020
Motor Vehicle Rental	P	P	P				P	
Motor Vehicle Service and Repair, Minor	P	P	P					Section 17.20.030
Motor Vehicle Sales and Leasing		P	P					Section 17.20.030
Office, Business and Professional	P	P	P	P	P*	P*	P	*Section 17.14.020
Outdoor Sales, Permanent	SA	SA	SA	S	S			Section 17.20.030
Outdoor Sales, Temporary	A	A	A	A	A		A	Section 17.20.040, 050
Pawn Shop			S					
Personal Services	P	P	P	P	P	P	P	
Pet Care Facility	S	S	S					
Coffee or Tea Room	A	P	P	P	P	A	A	
Recreational Cannabis Dispensing Organization		S	S					Section 17.20.030
Restaurant	S	P	P	P	P			
Retail Sales	P	P	P	P	P	P	P	
Tattoo Parlor			S					
Tavern/Bar	S	P	P	P	P			
Theater		P	P	P	P			
Veterinary Office/Animal Hospital		P	P					
INDUSTRIAL/STORAGE USES								
Microbrewery	A	A	A	A	A			
Mini-Warehouse		P	P					
Temporary Motor Vehicle Storage		P	P					Section 17.20.030
OTHER USES								
Accessory Uses	A	A	A	A	A	A	A	Chapter 17.20, 17.22
Parking Garage/Structure			A	S	S	S	SA	Chapter 17.24
Parking Lot, Private	A	A	A	A	A	A	A	Chapter 17.24
Parking Lot, Public				P	P	P	P	Chapter 17.24
Planned Unit Development	S	S	S	S	S	S	S	Chapter 17.04
Transportation Operations Facility		S	P	S				
Communication Tower*		S	S					Section 17.22.020
Communication Antenna	P	P	P	P			P	Section 17.22.020
Utility, Community/Regional		S	S				S	
Utility, Local	P	P	P	P	P	P	P	
Wind Turbine, Structure Mounted	A	A	A					Section 17.22.020.G
Wind Turbine, Tower Mounted		S	S					Section 17.22.020.H

\* Communication Towers that are Wireless Support Structures supporting Small Wireless Facilities, as defined in Chapter 13. 24 " Small Cell Wireless Facilities", are permitted uses in any Right- of-Way within the City, and, in conformance with State law, are permitted uses in the BL, BC and BR Zoning Districts when all other applicable zoning requirements and the requirements of Chapter 13. 24 are met.

(Ord. 2021-Z-16 § 2; Ord. 2020-Z-16 § 2; Ord. 2019-Z-19 § 2; Ord. 2018-Z-22 § 2; Ord. 2018-Z-20 § 2; Ord. 2016-Z-5 § 2; Ord. 2014-Z-5 § 2; Ord. 2013-Z-20 § 3; Ord. 2011-Z-11 § 2; Ord. 2008-Z-24 § 4, 5; Ord. 2008-Z-3 § 2; Ord. 2003-Z-13 § 4, 6, 7; Ord. 2001-Z-42 § 1; Ord. 2001-Z-40 § 1; Ord. 2001-Z-11 § 2, 3; Ord. 1999-Z-20 § 1; Ord. 1998-Z-19 §1; Ord. 1996-Z-12 § 11-13; Ord. 1995-Z-5 § 1; Ord. 1993-Z-19 § 4; Ord. 1993-Z-4 § 1 (B, D); Ord. 1990-Z-7 § 1; Ord. 1989-Z-6 § 1; Ord. 1986-Z-11 § XI; Ord. 1986-Z-4; Ord. 1985-Z-2 § 1; Ord. 1984-Z-6 § 2; Ord. 1984-Z-4 § 1; Ord. 1984-Z-3 § 1; Ord. 1983-Z-9 § 1; Ord. 1982-Z-3 § 1; Ord. 1982-M-16 § 1; Ord. 1981-Z-7 § 2; Ord. 1981-Z-3 § 1; Ord. 1980-Z-13 § 1; Ord. 1980-Z-3 § 1; Ord. 1978-Z-3; Ord. 1976-Z-15 § 2; Ord. 1975-Z-8 § 1; Ord. 1973-Z-1 § 1; Ord. 1972-Z-56 § 1, 2; Ord. 1972-Z-46 (A, B, C (part)); Ord. 1968-31 (part); Ord.



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4f**

**Title:**

Plan Commission recommendation to approve an Amendment to the Corporate Reserve of St. Charles PUD to allow a Development Identification Sign

**Presenter:**

Rachel Hitzemann

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

Parvin-Clauss Sign Co. have submitted a Special Use application requesting to amend the existing Corporate Reserve of St. Charles PUD to permit a development identification sign at the northwest corner of W. Main St. (Rt. 64) and Cardinal Drive. The subject property is currently owned by St. Charles LLC, the developers of the PUD, and the parcel is vacant.

The details of the Special Use are as follows:

- Install new 10 ft. x 12 ft., double faced monument sign with tenant panels (105 sf. sign face); same style as the existing development sign located at W. Main St./Corporate Reserve Blvd.
- Install 3 ft. of landscaping around sign

**Plan Commission Recommendation**

Plan Commission held a public hearing on 3/8/22. The Commission unanimously voted to recommend approval of the Special Use with the following conditions:

- Sign setback shall be shown as 18 ft. from right-of-way.
- Landscape plan shall be revised to accurately depict the length and width of the landscape bed.
- Half of shrubs in landscape bed must be either evergreen or deciduous.

Revised plans meeting the above conditions have been submitted and added to the packet.

**Attachments** *(please list):*

Plan Commission Resolution, Staff Report, Application, Corporate Reserve of St. Charles PUD Ordinance (exer

**Recommendation/Suggested Action** *(briefly explain):*

Plan Commission recommendation to approve an Amendment to the Corporate Reserve of St. Charles PUD to allow a Development Identification Sign

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 5-2022**

**A Resolution Recommending Approval of an Application for Special Use  
(PUD Amendment) for Corporate Reserve Identification Sign (Parvin-Clauss  
Sign Co.)**

**Passed by Plan Commission on March 8, 2022**

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

WHEREAS, the Plan Commission held a public hearing and reviewed the Application for Special Use (PUD Amendment) for Corporate Reserve Identification Sign (Parvin-Clauss Sign Co.); and,

WHEREAS, the Plan Commission finds the application for Special Use (PUD Amendment) is in the public interest under Section 17.04.410.D.3 of the Zoning Ordinance based on the following Criteria:

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A.**
  - 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
  - 2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
  - 3. To encourage a harmonious mix of land uses and a variety of housing types and prices.**
  - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
  - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
  - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
  - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

We believe this sign will satisfy number 1 (site improvement) and 5 (promote economic development).

- ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**

- A. Conforming to the requirements would inhibit creative design that serves community goals, or**
- B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

**Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:**

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.**
- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**
- 3. The PUD will provide superior landscaping, buffering or screening.**
- 4. The buildings within the PUD offer high quality architectural design.**
- 5. The PUD provides for energy efficient building and site design.**
- 6. The PUD provides for the use of innovative stormwater management techniques.**
- 7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**
- 8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**
- 9. The PUD preserves historic buildings, sites or neighborhoods.**

The tenant monument sign will not affect community amenities or impact open space. Landscaping will be installed around the sign once it is installed.

**iii. The proposed PUD conforms with the standards applicable to Special Use (Section 17.04.330.C.2):**

**A. Public Convenience: The Special Use will serve the public convenience at the proposed location.**

This tenant monument sign will effectively direct clients to the nine businesses within the campus.

There is no existing tenant sign directing people to these businesses currently. This section of businesses in St. Charles has grown over the years and a sign is now needed for directional purposes and advertisement.

**B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.**

This tenant sign will not impact utilities, access roads, drainage or utilities.

The businesses/ access road is already in existence here.

**C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.**

Corporate Reserve owns the adjacent properties. This tenant sign will not impair neighboring property values.

We see no affect on any other businesses. We coordinated this with the current Corporate Reserve sign in order to give it a pleasing and unified look.

**D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

This tenant sign will not have a negative effect on surrounding properties.

We have taken into consideration that additional businesses may be added- so designed the sign to accommodate additional tenants as needed.

**E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.**

This tenant sign will not have a negative effect on the general welfare within the community.

**F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

This amendment to the PUD is a unique and necessary request for the tenants within The Corporate Reserve.

The request for a tenant monument sign will be as an amendment to the PUD.

**iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.**

This amendment to the PUD will be beneficial to the community as it improves the way-finding to the nine tenants on the campus.

**v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.**

This tenant sign conforms to the purposes of the Comprehensive Plan.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of an Application for Special Use (PUD Amendment) for Corporate Reserve Identification Sign (Parvin-Clauss Sign Co.), subject to the following conditions:

1. Resolution of Staff Comments prior to City Council Approval
2. Landscape Plan is revised to accurately depict the length and width of the landscape bed
3. Half of the shrubs in the landscape bed must be either evergreen or deciduous

Roll Call Vote:

Ayes: Macklin-Purdy, Wiese, Funke, Ewoldt, Moad, Hibel, Vargulich

Nays:

Absent: Melton, Becker

Recused:

Motion carried: 7-0

PASSED, this 8th day of March 2022.

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Chairman  
St. Charles Plan Commission



Staff Report  
Plan Commission Meeting – March 8, 2022

<b>Applicant:</b>	Parvin-Clauss Sign Co.
<b>Property Owner:</b>	St. Charles, LLC
<b>Location:</b>	NW Corner of W. Main St. (Rt. 64) and Cardinal Dr.
<b>Purpose:</b>	Development Identification Sign
<b>Application:</b>	Special Use to amend PUD
<b>Public Hearing:</b>	Yes, required
<b>Zoning:</b>	BC Community Business & The Corporate Reserves PUD
<b>Current Land Use:</b>	Vacant
<b>Comprehensive Plan:</b>	Industrial/ Business Park

**Corporate Reserve**



*Subject Property*

**Summary of Proposal:** Proposed is installation of a development identification sign for the Corporate Reserve of St. Charles PUD. The PUD ordinance does not currently allow for a multi-tenant sign along the Main St. frontage of the development. The proposed sign will include a panel for each tenant. Details:

- Located at the NW corner of W. Main St. and Cardinal Dr.
- 10'x 12' double-faced monument sign (105 sf sign face)
- 3ft of landscaping around the sign

**Info / Procedure on Application:** **Special Use for Planned Unit Development:**

- Approval of development project with specific deviations from the Zoning Ordinance standards. (Establishes a PUD ordinance with unique zoning or subdivision standards that apply to a single development site)
- Public hearing is required, with a mailed notice to surrounding property owners.
- Single finding – Is the PUD in the public interest? Criteria are considered in reaching a decision. Responses to the criteria need not be in the affirmative to recommend approval of a PUD or PUD Amendment.
- The Plan Commission may recommend conditions and restrictions upon the establishment, location, design, layout, height, density, construction, maintenance, aesthetics, operation and other elements of the PUD as deemed necessary to secure compliance with the standards specified in the Zoning Ordinance.
- The Plan Commission may recommend exceptions and deviations from the requirements of the Zoning and Subdivision Codes requested by the applicant, to the extent that it finds such exceptions and deviations are supportive of the standards and purposes for PUDs.

**Suggested Action:** Conduct the public hearing on the Special Use and close if all testimony has been taken.

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:** Rachel Hitzemann, Planner

**I. PROPERTY INFORMATION**

**A. History / Context**

The subject property is located at the northwest corner of W. Main St. and Cardinal Dr. and is a buildable lot within the Corporate Reserve of St. Charles PUD. In May 2008, the City Council approved the Corporate Reserve of St. Charles PUD on the site known as the Cardinal property under Ordinance 2008-Z-18. The PUD included commercial lots along W. Main St. with office development behind, north of Woodward Dr.

In 2009, two office buildings were constructed north of Woodward Dr. An additional office building lot remains vacant at the NE corner of Woodward and Cardinal Drives. Of the three commercial building lots along W. Main St., one has been developed; Everbrook Academy was constructed in 2018. In 2021 a PUD Preliminary Plan was approved for Tractor Supply on the western commercial lot.

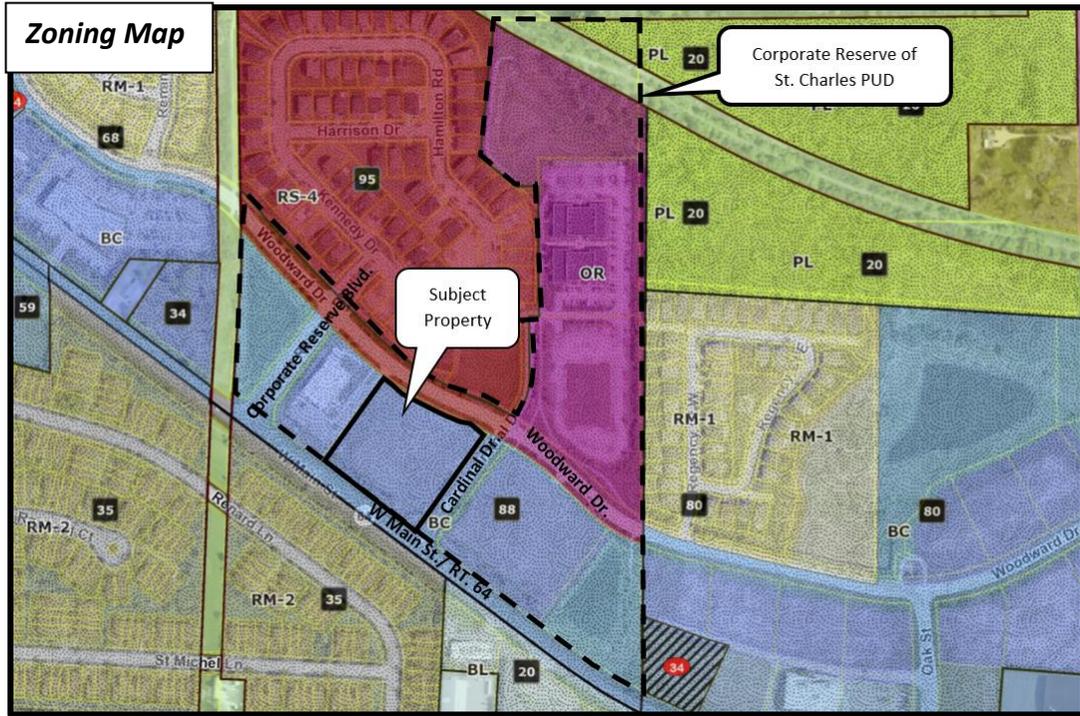
A planned “Phase II” office development on the 22-acre parcel at Woodward Dr. and Corporate Reserve Blvd. was removed from the PUD in 2016 and developed as a single-family subdivision (Anthem Heights).

With the removal of “Phase II”, the remaining Corporate Reserve of St. Charles PUD was left without an approved development sign for the property.

**Zoning**

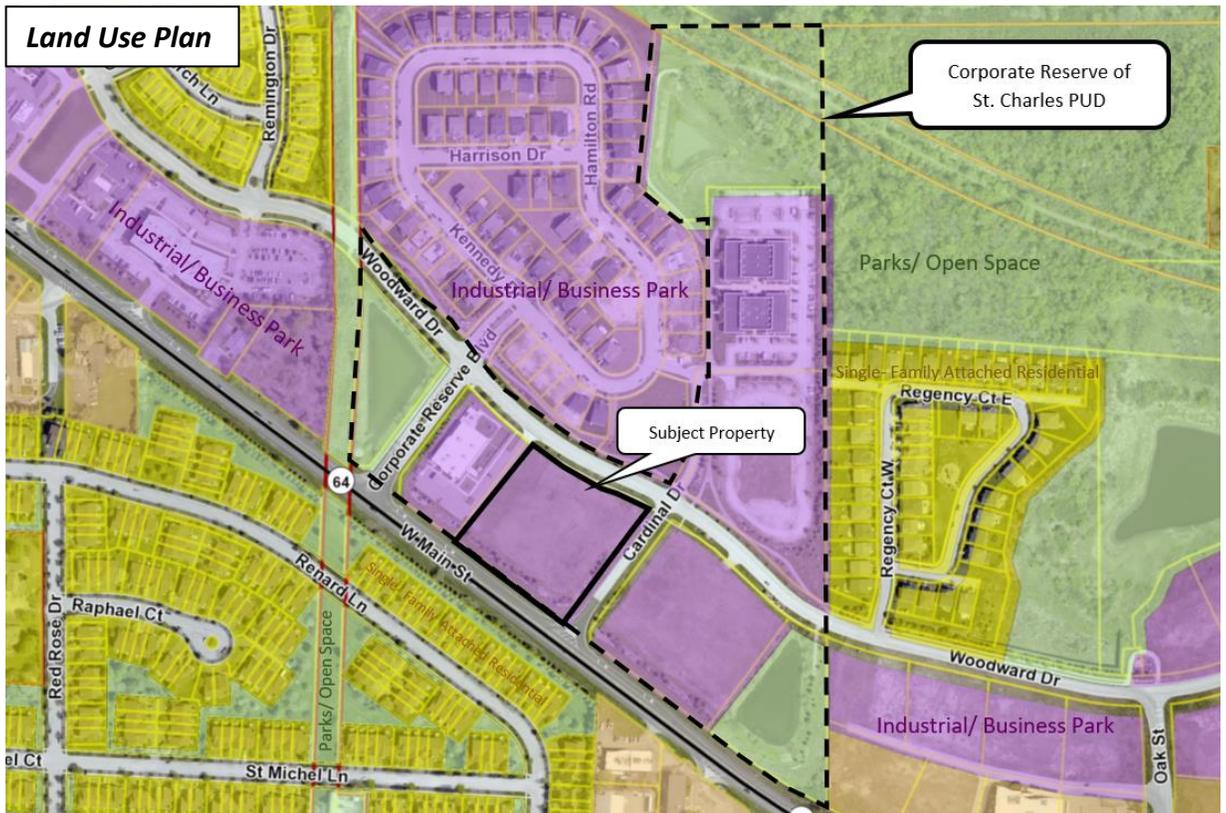
The subject property is zoned BC Community Business District and is located within the Corporate Reserve PUD. The same zoning designation exists adjacent to the property to the east and west along Main St. (Rt. 64), with RS- 4 Suburban Single-Family zoning to the north and multi-family residential (Renaux Manor) to the south.

	<b>Zoning</b>	<b>Land Use</b>
<b>Subject Property</b>	BC Community Business	Vacant commercial
<b>North</b>	RS-4 Single Family	Residential – Anthem Heights
<b>East</b>	BC Community Business	Commercial – Day Care Center
<b>South</b>	RM-2 General Residential / PUD	Residential – Renaux Manor
<b>West</b>	BC Community Business	Vacant commercial



**B. Comprehensive Plan**

The subject property is designated Industrial/ Business Park in the Land Use Plan adopted as part of the 2013 Comprehensive Plan. Properties to the north, west and east have the same designation, while the property to the south has a Single Family Attached Residential designation.



The Industrial/ Business Park land use category is described as follows:

Areas designated for industrial/business park are intended to accommodate a variety of uses ranging from light assembly, storage and distribution, low intensity fabrication operations, research and “tech” industry applications, intense commercial service uses, and more. These areas are also intended to provide for business park/office park uses, which could include “stand alone” office buildings and complexes or several buildings incorporated into a “campus like” setting.

The following Commercial Area Policy is relevant to review for this project (p.49):

**Maintain signage regulations that provide a balance between business identification and minimizing visual clutter along the City’s corridors.** *Some of the City’s commercial areas suffer from excessive or oversized signage and visual clutter which detract from the character of these areas. Just as with commercial structures, commercial signage should also be designed to respect the scale and character of surrounding development. Amortization should be considered to eliminate over time the signage that is non-conforming.*

The following Commercial Area Objectives are relevant to review for this project (pg.23):

*Encourage appropriate signage along corridors to ensure safe traffic movements into, out of, and through commercial areas.*

*Review and update signage ordinances being flexible to the desire and necessity of business identification but mindful of its potential to block views, create visual clutter and detract from the appearance of the City and its commercial areas.*

*Encourage large shopping centers or corporate campuses and office development to enhance the image of major corridors by orienting attractive facades, high quality signage, and decorative landscaping towards the primary street frontage.*

**II. PLANNING ANALYSIS**

Staff has analyzed the submitted applications and plans for conformance with the standards established in applicable sections of the Zoning Ordinances, including:

- Corporate Reserve PUD (Ordinance 2008-Z-18)
- Ch. 17.28 Signs
- Ch. 17.26 Landscaping & Screening

**A. Proposed Signage**

Signage is subject to the requirements of the existing Corporate Reserve PUD. Per Exhibit IV-A, signage within the commercial portion of the PUD is subject to the sign standards contained in the Zoning Ordinance. The Zoning Ordinance allows for only 1 freestanding sign per lot with a maximum sign face area of 100 sf. It does not allow for additional multi-tenant development identification signs except in shopping centers which constitute a single lot of at least 4 acres in size.

For the office areas, the PUD Ordinance allows for a large multi-tenant sign on the Phase II office property, which is no longer applicable since that parcel was removed from the PUD. The PUD Ordinance does not allow for a multi-tenant sign elsewhere, including along the Main St. frontage.

The applicant is requesting to amend the Corporate Reserve PUD to allow a multi-tenant development identification sign at the northwest corner of W. Main St. and Cardinal Dr. Details of the sign are as follows:

- 10' in height
- 105 sf sign face (double-faced)
- Non-illuminated
- Painted aluminum
- 3ft of landscaping around the sign

The proposed sign will offer tenant signage for the commercial uses along W. Main St. and the office uses north of Woodward Dr.

The proposed sign design and materials are consistent with the design of the existing small freestanding sign identifying the Corporate Reserve PUD at the northeast corner of W. Main St. and Corporate Reserve Blvd. (Everbrook parcel).

Multiple commercial developments in town approved as Planned Unit Developments have similar development identification signs along major arterials, including nearby Pine Ridge Park.

***Staff Comments:***

- ✓ The site plan shows a setback of 15ft from Main St. (Rt.64). There is a 15ft Roadway easement along Main St. The sign will need to be set back at least 18ft from the property line to accommodate the sign and required landscaping, without encroaching into the easement.

**B. Landscaping**

A landscape plan was provided with the application. The plan shows the required 3ft of plantings around the monument sign.

**III. OPTIONS FOR PLAN COMMISSION ACTION**

**1. Public Hearing – Close or Continue**

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

***If Public Hearing is closed-***

**2. Make a Recommendation to Planning & Development Committee**

For PUD applications, only one finding must be made in the affirmative to recommend approval, which is: Is the PUD in the public interest?

The Criteria for PUDs should be considered to reach a conclusion.

The applicant has provided responses to the Criteria for Planned Unit Developments, attached.

- a. Recommend approval** of the application for Special Use (PUD Amendment).
  - i. This recommendation should be subject to resolution of outstanding staff comments. One staff comment pertaining to the sign setback is outlined in this report.
  - ii. Additional conditions if deemed necessary by the Plan Commission to meet the PUD finding.

**OR**

- b. Recommend denial** of the applications for Special Use (PUD Amendment).
  - i. Plan Commission must substantiate how the PUD finding is not being met in order to recommend denial.

### **3. ATTACHMENTS**

- Applicant’s responses to Criteria for PUDs
- Application for Special Use; received 2/10/2022
- Plans

## CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

**\*Use this form for PUD or PUD Amendment applications\***

*The St. Charles Zoning Ordinance requires the Plan Commission to consider the criteria listed below in making a recommendation to the City Council on whether the proposed Planned Unit Development is in the public interest. As the applicant, the "burden of proof" is on you to provide information that addresses the criteria below in order to demonstrate that the project is in the public interest.*

**PUD Name:**

**From the St. Charles Zoning Ordinance, Section 17.04.410.3:**

The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**
  1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.
  2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.
  3. To encourage a harmonious mix of land uses and a variety of housing types and prices.
  4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.
  5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.
  6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.
  7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community

We believe this new sign will satisfy number 1 (site improvement) & 5 (promote economic development)

**ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**

- A. Conforming to the requirements would inhibit creative design that serves community goals, or**
- B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

**Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:**

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.**
- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**
- 3. The PUD will provide superior landscaping, buffering or screening.**
- 4. The buildings within the PUD offer high quality architectural design.**
- 5. The PUD provides for energy efficient building and site design.**
- 6. The PUD provides for the use of innovative stormwater management techniques.**
- 7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**
- 8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**
- 9. The PUD preserves historic buildings, sites or neighborhoods.**

The tenant monument sign will not affect community amenities or impact open space. Landscaping will be installed around the sign once it is installed.

iii. **The proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330.C.2):**

**A. Public Convenience: The Special Use will serve the public convenience at the proposed location.**

This tenant monument sign will effectively direct clients to the nine businesses within the campus.  
There is no existing tenant sign directing people to these businesses currently. This section of businesses in St. Charles has grown over the years and a sign is now needed for directional purposes and advertisement.

**B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary utilities have been, or are being, provided.**

This tenant sign will not impact utilities, access roads, drainage or utilities.  
The businesses / access road is already in existence here.

**C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.**

Corporate Reserve owns the adjacent properties. This tenant sign will not impair neighboring property values.  
We see no affect on any other businesses. We coordinated this with the current Corporate Reserve sign in order to give it a pleasing & unified look.

**D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

This tenant sign will not have a negative effect on surrounding properties.  
We have taken in to consideration that additional businesses may be added- so designed the sign to accomodate additional tenant as needed.

- E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.**

This tenant sign will not have a negative effect on the general welfare within the community.

- F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

This amendment to the PUD is a unique and necessary request for the tenants within The Corporate Reserve.  
The request for a tenant monument sign will be as an amendment to the PUD.

- iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.**

This amendment to the PUD will be beneficial to the community as it improves the way-finding to the nine tenant on the campus. The

- v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.**

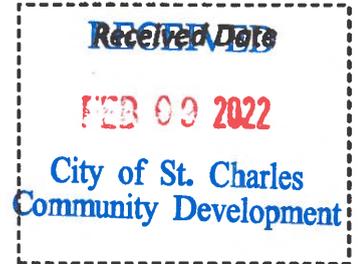
This tenant sign conforms to the purposes of the Comprehensive Plan.



**SPECIAL USE APPLICATION**

(To request a Special Use or Amendment, or a Special Use for PUD or Amendment)

<b>For City Use</b>	
Project Name:	Corporate Reserve Identification Sign
Project Number:	2022 -PR- 002
Cityview Project Number:	PLSU20220004



- File this application to request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have a question please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements prior to establishing a public hearing date.

<b>1. Property Information:</b>	Location: NE CORNER OF IL RT64 & CARDINAL DRIVE ST CHARLES, IL	
	Parcel Number (s): 0929331003	
	Proposed Name: (CORPORATE RESERVE OF ST CHARLES	
<b>2. Applicant Information:</b>	Name: Parvin-Clauss Sign Co	Phone: 630-510-2020X4000
	Address: 165 Tubeway Dr Carol Stream IL 60188	Email: mclauss@parvinclauss.com
<b>3. Record Owner Information:</b>	Name: ST CHARLES, LLC	Phone: (720) 642-7301
	Address: 270 ST PAUL STREET, SUITE 300 DENVER, CO 80206	Email: MSCHNEIDER@CEO-MGMT.COM

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

- Special Use for Planned Unit Development - PUD Name:**
  - New PUD
  - Amendment to existing PUD- Ordinance #: *2008-Z-18*
  - PUD Preliminary Plan filed concurrently
  
- Other Special Use (from list in the Zoning Ordinance):**
  - Newly established Special Use
  - Amendment to an existing Special Use Ordinance #:

**5. Information Regarding Special Use:**

Comprehensive Plan designation of the property: Industrial/Business Park

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

What is the property's current zoning? BT Transitional Business Overlay (RT-1, RT-2, RT-3, RT-4)

What is the property currently used for?

If the proposed Special Use is approved, what improvements or construction are planned?

The installation of a 105 square foot double face non-illuminated tenant monument sign.

**6. For Special Use Amendments only:**

Why is the proposed change necessary?

The business tenants within the Corporate Reserve have no visual identification to direct clients. A tenant monument sign would communicate and guide clients effectively.

What are the proposed amendments? (Attach proposed language if necessary)

Amendment to the PUD Ordinance: 2008-Z-18, requesting a tenant sign larger than previously approved as a part of the PUD.

**Note for existing buildings:** If your project involves using an existing building, whether you plan to alter it or not, please contact the St. Charles Fire Department (630-377-4458) and the Building and Code Enforcement Division (630-377-4406) for information on building, life safety and other code requirements. Depending on the proposed use, size of structure and type of construction, these requirements can result in substantial costs.

**7. Required Attachments:**

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

**APPLICATION FEE:** Special Use for PUD: \$1,000  
All other Special Use requests: \$750

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

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

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

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

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

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

**LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.

**LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper and Microsoft Word file.

**PLAT OF SURVEY:** A current plat of survey for the subject property showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

**FINDINGS OF FACT:** Fill out the attached "Criteria for Planned Unit Developments (PUDs)" form for any PUD application and the "Findings of Fact – Special Use" form for all other Special Use applications.

**LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized. Property ownership information may be obtained using Kane County's interactive GIS mapping tool: [http://gistech.countyofkane.org/gisims/kanemap/kanegis4\\_AGOx.html](http://gistech.countyofkane.org/gisims/kanemap/kanegis4_AGOx.html)

**SOIL AND WATER CONSERVATION DISTRICT LAND USE OPINION APPLICATION:** As required by State law, submit a Land Use Opinion application and required fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy of completed Land Use Opinion application to the City. The Land Use Opinion application can be found on the Kane-DuPage SWCD website: <http://www.kanedupageswcd.org/>

- ENDANGERED SPECIES REPORT:** As required by State law, file an Endangered Species Consultation Agency Action with the Illinois Department of Natural Resources. Provide a copy of the report to the City. The online Ecological Compliance Assessment Tool (EcoCAT) should be utilized: <https://dnr2.illinois.gov/EcoPublic/>
- TRAFFIC STUDY:** If applicable. Staff will advise you whether a traffic study is recommended based on the project. Regardless, the Plan Commission or City Council may request a traffic study as a part of the review process.
- PLANS:** All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

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

**Site Plan or plans shall show the following information:**

1. Accurate boundary lines with dimensions
2. Streets on and adjacent to the tract: Name and right-of-way width
3. Location, size, shape, height, and use of existing and proposed structures
4. Location and description of streets, sidewalks, and fences
5. Surrounding land uses
6. Date, north point, and scale
7. Ground elevation contour lines
8. Building/use setback lines
9. Location of any significant natural features
10. Location of any 100-year recurrence interval floodplain and floodway boundaries
11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
12. Existing zoning classification of property
13. Existing and proposed land use
14. Area of property in square feet and acres
15. Proposed off-street parking and loading areas
16. Number of parking spaces provided, and number required by ordinance
17. Angle of parking spaces
18. Parking space dimensions and aisle widths
19. Driveway radii at the street curb line
20. Width of driveways at sidewalk and street curb line
21. Provision of handicapped parking spaces
22. Dimensions of handicapped parking spaces
23. Depressed ramps available to handicapped parking spaces
24. Location, dimensions and elevations of freestanding signs
25. Location and elevations of trash enclosures
26. Provision for required screening, if applicable
27. Exterior lighting plans showing:
  - a. Location, height, intensity and fixture type of all proposed exterior lighting
  - b. Photometric information pertaining to locations of proposed lighting fixtures

**(Note- For a Special Use for PUD, submit PUD Preliminary Plan Application In lieu of Site Plan)**

**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.**



**Parvin-Clauss**  
SIGN COMPANY

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165 Tubeway Drive • Carol Stream • Illinois 60188  
Tel/630-510-2020 • Fax/630-510-2074  
e-mail/signs@parvinclauss.com  
www.parvinclauss.com

**PROJECT:**

Corporate Reserve  
Development Partners

300 Cardinal Drive  
St. Charles, IL 60175

**CUSTOMER APPROVAL:**

DATE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

Lisa Staszak / LS

DRAWN BY \_\_\_\_\_

Bill Marlow

DATE \_\_\_\_\_

7.12.21

SCALE \_\_\_\_\_

1/2" = 1'

SHEET NO. \_\_\_\_\_

1 of 1

ESTIMATE / JOB NUMBER \_\_\_\_\_

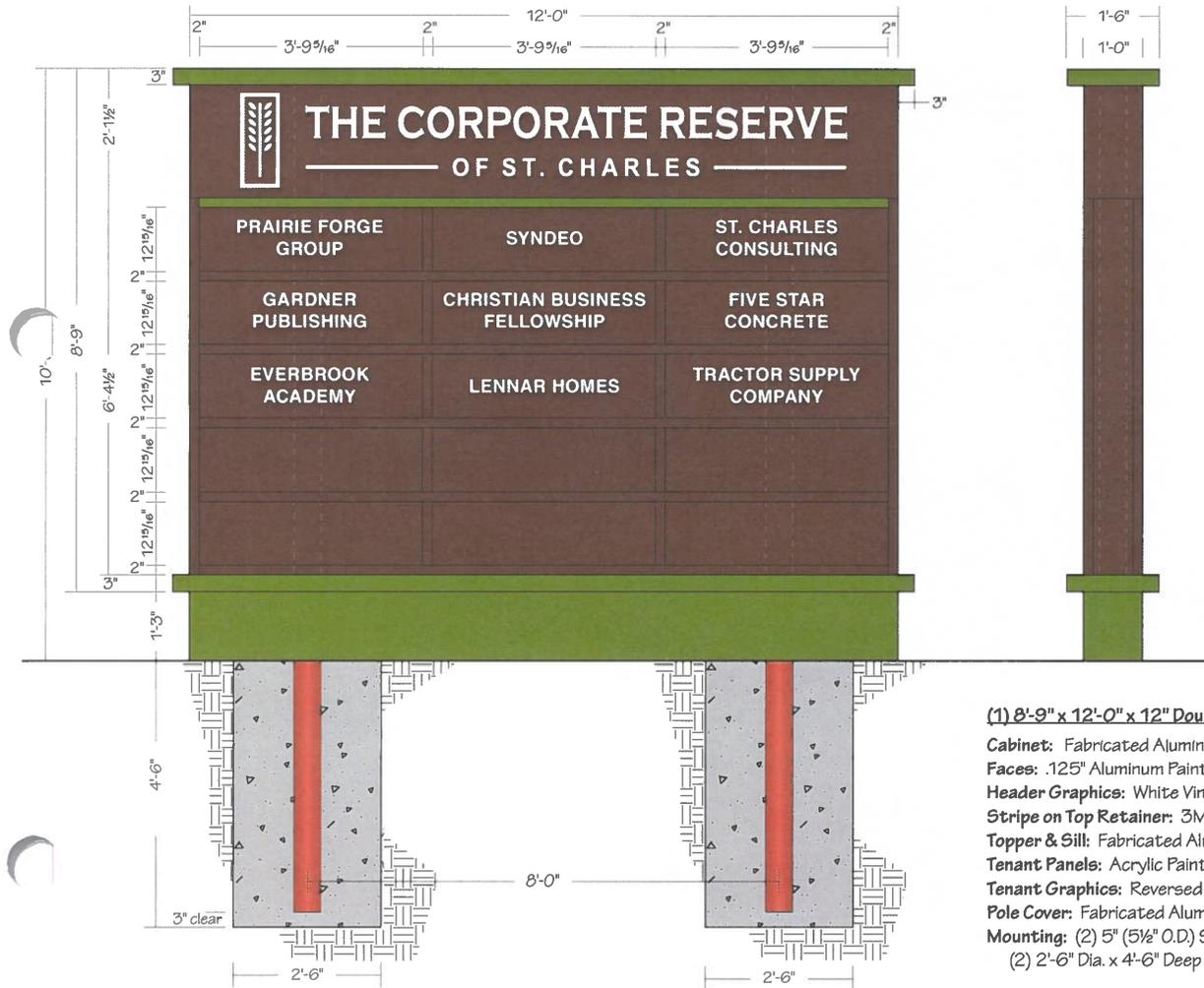
5889

FILE NAME \_\_\_\_\_

CRD5889

**REVISIONS:**

- 1 7.30.21 - increase OAH
- 2 8.09.21 - tenants
- 3 8.18.21 - tenant panels
- 4 9.21.21 - header graphics
- 5 12.02.21 - pole cover
- 6 \_\_\_\_\_
- 7 \_\_\_\_\_
- 8 \_\_\_\_\_



**(1) 8'-9" x 12'-0" x 12" Double Face Non-Illuminated Tenant Monument Sign - 105 SF**

**Cabinet:** Fabricated Aluminum Painted MP 41313 Dk. Bronze - Smooth Satin Finish

**Faces:** .125" Aluminum Painted MP 41313 Dk. Bronze - Smooth Satin Finish

**Header Graphics:** White Vinyl

**Stripe on Top Retainer:** 3M 7725-196 Apple Green Vinyl

**Topper & Sill:** Fabricated Aluminum Painted MP 26749 Spring Green - Satin Finish

**Tenant Panels:** Acrylic Painted MP 41313 Dk. Bronze

**Tenant Graphics:** Reversed Out White

**Pole Cover:** Fabricated Aluminum Painted MP 26749 Spring Green - Satin Finish

**Mounting:** (2) 5" (5½" O.D.) Sch. 40 Steel Pipes set into

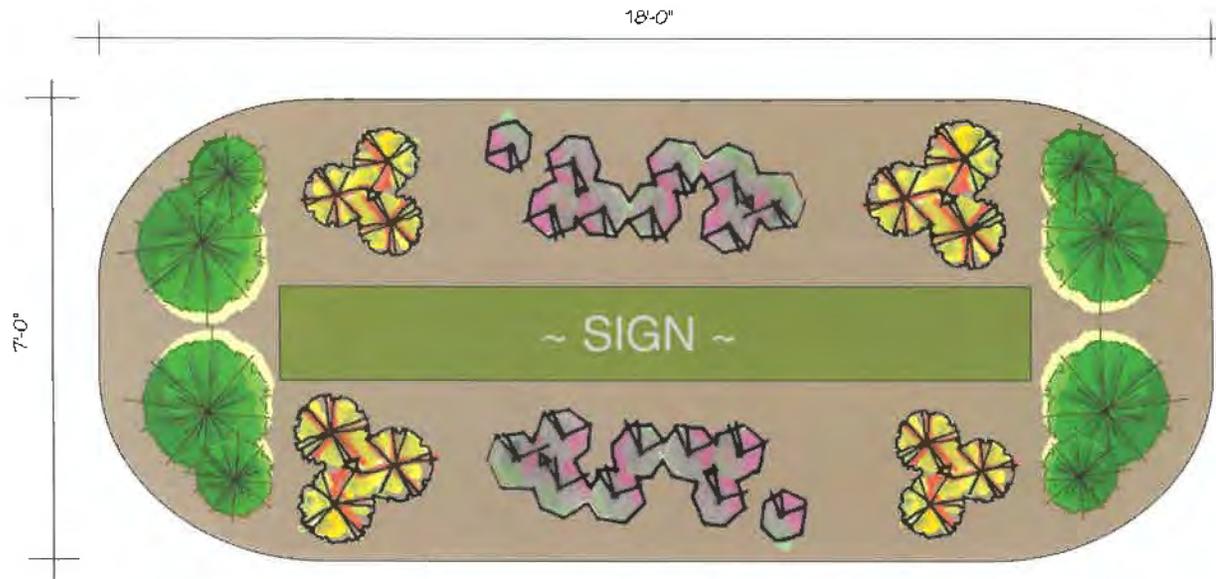
(2) 2'-6" Dia. x 4'-6" Deep Concrete Foundations



This sign is built to UL Standards for operation in North America.

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**Landscaping details 7'-0" x 18'-0" for Double Face Non-Illuminated Tenant Monument Sign**

**Planting bed:** 7'-0" x 18'-0", loose soil, covered w/ natural cypress mulch  
**Perennials:** 50% of Planting - Daylilies / Salvia / Black-eyed Susan / Reed Grass  
**Evergreen / Deciduous:** 50% of Planting - Arborvitae: Tall & Short  
**Setback:** 18'-0"

**17.26.110 Sign landscaping**

**17.26.110 - Sign landscaping**

Freestanding signs shall be landscaped at the base of the sign in accordance with the following:

- A. The landscaping shall extend a minimum of three (3) feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is insufficient in size to accommodate landscaping, the Director of Community Development may permit installation of a portion of the required landscaping at an alternate location on the site.
- B. Freestanding signs shall be landscaped with small shrubs, ornamental grasses, and/or perennials to a height of twelve inches (12") to three feet (3') at planting, depending on the height of the sign.

(2019-Z-1 : § 2)

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 145 Tubeway Drive • Carol Stream, Illinois 60188  
 Tel: 630-310-2420 • Fax: 630-310-2074  
 e-mail: signs@parvinclauss.com  
 www.parvinclauss.com

**PROJECT:**

Corporate Reserve  
Development Partners

300 Cardinal Drive  
St. Charles, IL 60175

**CUSTOMER APPROVAL:**

DATE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

Lisa Staszak / LS

DRAWN BY \_\_\_\_\_

Bill Marlow

DATE \_\_\_\_\_

7.12.21

SCALE \_\_\_\_\_

1/2" = 1'

SHEET NO. \_\_\_\_\_

2 of 2

ESTIMATE / JOB NUMBER \_\_\_\_\_

5889

FILE NAME \_\_\_\_\_

CRD5889

**REVISIONS:**

<sup>1</sup> 2.17.22 - landscape

<sup>2</sup> 3.10.22 - landscape

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_



This sign is built to UL Standards for operation in North America.

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EXCERPT

**City of St. Charles, Illinois**

**Ordinance No. 2008-Z-18**

**Ordinance Rezoning Property and Granting a Special  
Use as a Planned Unit Development for Corporate  
Reserve of St. Charles PUD (A Portion of the West  
Gateway PUD)**

**Adopted by the  
City Council  
of the  
City of St. Charles  
May 5, 2008**

**Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, May 9, 2008**

*Nancy Garrison*  
\_\_\_\_\_  
City Clerk

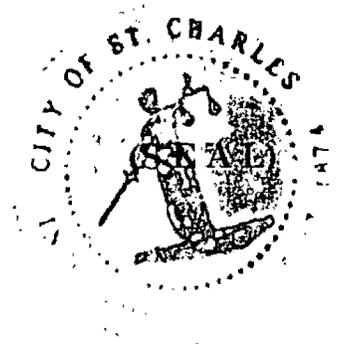


EXHIBIT "IV-A"

**Development Standards and Design Review Criteria - BC Parcel**

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The requirements applicable to the BC Community Business District shall apply to the BC Parcel except that the following provisions shall apply in lieu of any conflicting provisions:

1. Permitted and Special Uses

- P=Permitted Use
- S=Special Use
- A=Permitted Accessory Use
- SA=Special Use, Accessory Only

Use		Specific Use Standards
Assisted Living Facility	S	
Art Gallery/Studio	P	
Carnival (as temporary use)	P	Section 17.20.040, 050
Cultural Facility	P	
Indoor Recreation and Amusement	P	
Live Entertainment	P	
Lodge or Private Club	P	
Outdoor Entertainment, Temporary	P	
Outdoor Recreation	P	
Place of Worship	P	
Public Plaza	A	
Temporary Outdoor Entertainment	A	Section 17.20.030
Theater	P	
College/University	P	
Office, Government	P	
Post Office	P	
Public Service Facility	P	
School, Specialized Instructional	P	
Bank	P	
Car wash	S	
Currency Exchange	P	
Day Care Center	P	
Drive-Through Facility	S	Section 17.24.100
Financial Institution	P	
Gas Station	P	
Heavy Retail and Service	P	
Home Improvement Center	P	
Hotel/Motel	P	
Kennel	S	Section 17.20.030
Medical/Dental Clinic	P	
Motor Vehicle Rental	P	
Motor Vehicle Service and Repair, Minor	P	Section 17.20.030
Motor Vehicle Sales and Leasing	P	Section 17.20.030
Office, Business and Professional	P	
Outdoor Sales, Permanent	SA	Section 17.20.030

Outdoor Sales, Temporary	A	Section 17.20.040, 050
Personal Services	P	
Coffee or Tea Room	P	
Restaurant	P	
Retail Sales	P	
Tavern/Bar	P	
Veterinary Office/Animal Hospital	P	
Mini-Warehouse	P	
Accessory Uses	A	Chapter 17.20, 17.22
Parking Lot, Surface	A	Chapter 17.24
Planned Unit Development	S	Chapter 17.04, 17.06
Transportation Operations Facility	S	
Communication Tower	S	Section 17.22.020
Communication Antenna	P	Section 17.22.020
Utility, Community/Regional	S	
Utility, Local	P	

2. Bulk Regulations:

- a. Minimum Lot Area: One (1) acre
- b. Minimum Lot Width: None
- c. Maximum Building Coverage: 40%
- d. Maximum gross floor area per building: 75,000 s.f.
- e. Maximum building height: 40 ft.
- f. Minimum front yard: 25 ft.
- g. Minimum interior side yard: 10 ft.
- h. Minimum exterior side yard: 25 ft.
- i. Minimum rear yard: 30 ft.
- j. Minimum for yards adjoining Main Street/IL 64: 50 ft.

Compliance with these Bulk Regulations for Lots 2 and 3 shall be determined as follows:

- a. Lot 2 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot. A front yard setback shall be provided along Woodward Drive; the required yard adjoining Main Street/IL 64 shall be considered as a front yard for purposes of establishing minimum setbacks for buildings, parking and accessory structures.
- b. Lot 3 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot. A front yard setback shall be provided along Woodward Drive; the required yard adjoining Main Street/IL 64 shall be considered as a front yard for purposes of establishing minimum setbacks for buildings, parking and accessory structures.
- c. These boundaries shall apply regardless of any resubdivision of Lots 2 and/or 3, or any part thereof.
- d. The provisions of the Zoning Ordinance pertaining to more than one building on a lot (Section 17.22 A (2)) shall govern with respect to spacing between buildings regardless of internal lot

lines, but all other Bulk Requirements shall apply only to Lots 2 as a whole, and to Lot 3 as a whole.

3. Maximum Floor Area:

The maximum gross floor area to be developed within the BC Parcel shall be 135,000 square feet.

4. Parking:

For purposes of determining parking requirements, Lot 2 as shown on the Preliminary Plat of Subdivision shall be considered as one lot regardless of any resubdivision, and Lot 3 as shown on the Preliminary Plat of Subdivision shall be considered as one lot regardless of any resubdivision. Therefore, parking may be located anywhere within Lot 2 for any use on Lot 2 and parking may be located anywhere within Lot 3 for any use on Lot 3.

5. Signs:

Signs shall be permitted in accordance with the provisions of Chapter 17.28 of the St. Charles Zoning Ordinance applicable to the BC Community Business District.

6. Design Review Criteria

The Design Review Standards and Guidelines of Sections 17.06.020 and 17.26.030 shall apply.

## EXHIBIT “IV-B”

### Development Standards and Design Review Criteria – the O-R Parcel

---

The requirements applicable to the O-R Office Research District shall apply to the O-R Parcel except that the following provisions shall apply in lieu of any conflicting provisions:

1. Permitted and Special Uses

P=Permitted Use  
 S=Special Use  
 A=Permitted Accessory Use  
 SA=Special Use, Accessory Only

	O-R	
Assisted Living Facility	P	
Art Gallery/Studio	P	
Cultural Facility	P	
Indoor Recreation & Amusement	P	
Place of Worship	P	
Bank	P	
Day Care Center	P	
Drive-In Facility	SA	Section 17.24.100
Emergency Medical Center	P	
Financial Institution	P	
Hotel/Motel	P	
Medical/Dental Clinic	P	
Motor Vehicle Rental	P	
Office, Business or Professional	P	
Professional Training Center	P	
Veterinary Office/Animal Hospital	P	
College/University	P	
Hospice	P	
Hospital	P	
Nursing Home	P	
Office, Government	P	
School, Specialized Instruction	P	
Research and Development Use	P	
Accessory Uses	A	
Communication Antenna	P	Section 17.22.020
Communication Tower	S	Section 17.22.020
Parking Garage/Structure	A	Chapter 17.24
Parking Lot, Surface	A	Chapter 17.24
Planned Unit Development	S	Chapter 17.04, 17.06
Utility, Local	P	
Utility, Community/Regional	S	

2. Bulk Regulations:
- a. Minimum Lot Area: 20,000 s.f.
  - b. Minimum lot width: 100 ft.
  - c. Maximum building coverage: 50%
  - d. Maximum gross floor area per building: none
  - e. Maximum building height: 60 ft.
  - f. Minimum front yard: 30 ft.
  - g. Minimum interior side yard: 10 ft.
  - h. Minimum exterior side yard: 30 ft.
  - i. Minimum rear yard: 30 ft.
  - j. Minimum for yards adjoining Main St/IL 64: 50 ft.
  - k. Minimum landscape buffer yard: 30 ft., except on lots with a building over 150,000 s.f. gross floor area: 80 ft. (Landscape buffer yards are required only along a lot line that abuts or is across a street from property in any RE, RS, RT or RM District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. Landscape buffer yards may include or overlap with other required yards.)

Compliance with these Bulk Regulations for Lots 5, 6, and 8 shall be determined as follows:

- a. Lots 5 and 6 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot, the front lot line of which shall be Woodward Drive.
- b. Lot 8 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot, the front lot line of which shall be Woodward Drive.
- c. These boundaries shall apply regardless of any resubdivision of Lots 5, 6 and 8, or any part thereof.
- d. The provisions of the Zoning Ordinance pertaining to more than one building on a lot (Section 17.22 A (2)) shall govern with respect to spacing between buildings regardless of internal lot lines, but all other Bulk Requirements shall apply only to Lots 5 and 6 as a whole, and to Lot 8 as a whole.

3. Maximum Floor Area:

The maximum gross floor area to be developed within the O-R Parcel shall be 576,800 square feet.

4. Parking

For purposes of determining parking requirements, Lots 5 and 6 as shown on the Preliminary Plat shall be considered as one lot, and Lot 8 shall be considered as one lot regardless of whether it is resubdivided in the future. Therefore, parking may be located anywhere within Lots 5 and 6 for any use on Lot 5 or Lot 6, and parking may be located anywhere within Lot 8, for any use on Lot 8 or part thereof. No maximum parking ratio shall be applied to the O-R Parcel.

5. Signs

A. Permanent Signs:

Signs shall be permitted in accordance with the provisions of Chapter 17.28 of the St. Charles Zoning Ordinance applicable to the OR Office Research District, except that the following regulations shall govern in lieu of Table 17.28-3:

Type of Sign: (Refer to Exhibit 0000)	Maximum Number:	Minimum Setback from public street ROW:	Maximum Area per Sign:	Maximum Height:
Type I tenant signs (A)	One per tenant	30 ft.	7.5 s.f.	2.0 ft.
Type II tenant signs (B)	One per building	10 ft.	28 s.f.	6 ft.
Type III tenant signs	One per building	10 ft.	75 s.f.	11 ft.
Development Identification signs (F)	One for the Subject Property	10 ft.	96 s.f. per side	8 ft.
Wall signs	One per wall, but not more than two per building	N.A.	0.5 s.f. per linear ft. of wall on which located	No higher than building height

Type I tenant signs are permitted for tenants in buildings of one story. Type II

tenant signs are permitted for buildings of more than one story, with a total gross floor area of less than 150,000 s.f.. Type III tenant signs are permitted for buildings of more than one story, with a total gross floor area of 150,000 s.f. or more.

B. Temporary Signs:

Temporary project identification signs shall be permitted for each Development Phase throughout its marketing, development and/or build-out. Such signs may be located within the Development Phase or within Lots 1, 2, 3 or 4 as shown on the Preliminary Plat of Subdivision, and shall conform with the following criteria:

(i) Project Identification and Marketing Signs: One (1) double faced, illuminated, project identification and marketing sign, with a maximum height of fifteen (15) feet above the adjacent grade. This sign may have up to one hundred fifty (150) square feet of area per sign face. This sign shall be set back from the nearest public street right-of-way a minimum distance of ten (10) feet. In addition, DEVELOPER may elect to utilize the existing pylon sign located on the Subject Property for a second identification and marketing sign and the Existing Business, as defined in Section 7.E., shall also be permitted to utilize a portion of said pylon sign for an offsite business sign.

(ii) Financing Sign: One (1) double faced, non-illuminated, financing sign identifying the lender or lenders for the Development Phase, with a maximum height of ten (10) feet above the adjacent grade, a maximum area of fifty (50) square feet per sign face and a minimum setback from the nearest public street right-of-way of ten (10) feet.

(iii) Maintenance of Temporary Signs: All temporary signs shall be maintained by DEVELOPER, at its expense, in a good and sightly condition.

(iv) Removal of Temporary Signs: All temporary signs located within a Development Phase shall be removed from that Development Phase within thirty (30) days following the date the CITY issues the occupancy permit for the final tenant/user space build-out within that Development. The temporary signs removed may be relocated or replaced

in any other portion of the Subject Property for which the last occupancy permit has not been issued and/or within a Lot containing a Storm Water Management Facility. In any event, however, all temporary signs shall be permanently removed from the Subject Property within thirty (30) days following the date the CITY issues the last occupancy permit for the PUD when fully built-out.

6. Design Review Criteria

The Design Review Standards and Guidelines of Sections 17.06.020 and 17.26.030 shall apply, except that the Standards of Section C, "Building Entrances and Pedestrian Walkways" shall be modified, as follows:

17.06.030 C: Building Entrances and Pedestrian Walkways

Standards:

1. *Buildings shall have a public entrance on a façade that faces a public street or private drive that provides primary access (such as a mall ring road).*
2. *All public entrances shall be articulated from the building mass. Examples of such articulation include: canopies or porticos, overhangs, arcades, raised corniced parapets over the door, peaked roof forms, arches, outdoor patio or seating areas, display windows, details such as tile work and moldings integrated into the building design, and integral planters or wing walls that include landscaping or seating. Single story office buildings where pedestrian access opens directly into the individual tenant space(s) are exempt from this standard.*

The Preliminary PUD Plans for Phase 1 meet the applicable Design Review Standards and Guidelines.

**EXHIBIT "VI-E"**

**ARCHITECTURAL SITE PLAN AND FREESTANDING SIGN DETAILS**







**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4g**

**Title:** Recommendation to approve an Inducement Resolution for Pheasant Run TIF District.

**Presenter:** Russell Colby

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

**Background**

In November 2021, P&D Committee recommended approval of a Zoning Map Amendment and Preliminary Plat of Subdivision for the Pheasant Run Industrial Park, a redevelopment of the former Pheasant Run Golf Course proposed by property owner Greco/DeRosa Investment Group. Following the Committee recommendation, Staff has been working with the developer to complete the engineering plan review prior to City Council approval.

During the engineering review, it was identified that the electric service demand anticipated for the industrial users in the development will exceed the system capacity available at the site. Significant system upgrades will be necessary to extend electric service from two City substations to the property. The total estimated cost is approximately \$6 million. Greco/DeRosa has determined that this is an extraordinary cost that would prevent the project from proceeding without some financial assistance. The City, as a municipal electric utility, requires all users to front fund the cost of providing service for a project, and does offer any type of utility incentive.

**Financial Incentive Request**

Staff believes that a Tax Increment Financing (TIF) district would be advantageous, both for the industrial development and the remaining resort property. Staff has engaged our TIF consultant, Kane McKenna, to prepare a report that documents the property’s eligibility for a TIF district under State statute.

In accordance with the City’s Incentive Policy, Greco/DeRosa has submitted a Part 1 Financial Incentive application, which is attached. This information is under review. Consistent with the City policy, Greco/DeRosa is proposing a “pay as you go” structure, where the developer would fund all improvements, and be reimbursed only through tax increment generated by the project. The preliminary list of TIF eligible items for reimbursement includes the electric service cost, incremental oversizing of other utilities, and interest, all totaling \$11.5 million. The exact amount and schedule for reimbursement will be negotiated and presented at a future date as a part of a Redevelopment Agreement.

Preliminary projections suggest that the TIF increment from the industrial development would be sufficient to reimburse the developer for these expenses, and generate significant additional increment that could contribute to funding other improvements in the TIF district, including redevelopment of the blighted resort buildings.

**Inducement Resolution**

The process to establish a TIF district and negotiate a Redevelopment Agreement (RDA) will take 5 to 6 months. In order to proceed further with the project, the developer is requesting the City approve an “Inducement Resolution.” An Inducement Resolution expresses the City’s intent to establish a TIF district and negotiate an RDA that may provide for reimbursement from TIF Revenues for TIF expenditures incurred by the developer.

As detailed in the resolution, this approval does not commit the City to create a TIF district nor enter a RDA for any specific terms. However, with this approval in place, the developer can, at their own risk, proceed with incurring TIF eligible expenditures that could, subject to a future RDA, be reimbursed from TIF revenues. This resolution will also enable the zoning/preliminary subdivision approval to be granted, so that the developer can proceed with the final engineering review. The attached Resolution has been reviewed by the City Attorney.

**Attachments (please list):**

Part 1 Incentive Application, Inducement Resolution

**Recommendation/Suggested Action (briefly explain):**

Recommendation to approve an Inducement Resolution for Pheasant Run TIF District.



GRECO | DEROSA  
INVESTMENT GROUP

1307 Schiferl Rd.  
Bartlett, IL 60103  
Ph: 630.580.0750  
Fax: 630.580.0749  
www.gdinvestmentgroup.com

January 18, 2022

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

Community & Economic Development Department:

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

#### **DESCRIPTION OF SITE OR BUILDING**

The Subject Site is a vacant, abandoned golf course that is fenced off to the public and is also adjacent to the vacant, and abandoned former Pheasant Run Resort that is also fenced off to the public and in a state of disrepair and ready for demolition. The Subject Site is also adjacent to the new, McGrath Honda of St. Charles that is presently under construction.

#### **CURRENT AND PROPOSED USES**

- **Current Use:** - The Subject Site is a vacant, abandoned golf course that is fenced off to the public and is also adjacent to the vacant, and abandoned former Pheasant Run Resort that is also fenced off to the public and in a state of disrepair and ready for demolition. The Subject Site is also adjacent to the new, McGrath Honda of St. Charles that is presently under construction.
- **Proposed Use:** - The re-development of the former 84 Acres +/- Pheasant Run Golf Course into a modern, Class A industrial park that will be to support up to 1.1 MM SF +/- over four (4) buildings.

#### **DESCRIPTION OF END USERS**

End Users will comply with City's M-2 Zoning. The most likely users will conduct businesses in light manufacturing and / or warehousing and distribution.

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

01-30-300-049 TAX YEAR 2020 / 01-30-300-055 TAX YEAR 2021

**PROJECTED PROJECT START AND END DATES**

The projected start date for the Subject Site is late Spring 2022. The Subject Site will be developed in phases. The initial phase will include mass grading and all subgrade and utility work necessary in order to develop pad sites. The estimated completion of this phase would be late Fall 2022. The second phase will include the development of the buildings. The first building is projected to start at the completion of the initial phase or late Fall 2022. Each building will take approximately 9 – 12 months to complete. We anticipate having the entire industrial park built out by the end of 2024.

**NAME OF DEVELOPER AND OWNER**

GSI Family Investments of Arizona, LLC

**TOTAL DEVELOPMENT COSTS**

<u>Line Item</u>	<u>Amount</u>
Land Acquisition	\$ 11,000,000
Land Infrastructure Costs (excl Electric)	\$ 11,000,000
Electric Infrastructure and Concrete Encasement	\$ 6,800,000
Watermain Adds	\$ 325,000
Hard Costs Buildings	\$ 52,000,000
Soft Costs	\$ 16,000,000
<b>Estimated Total Project Costs</b>	<b>\$ 97,125,000</b>

**OVERVIEW OF PRIVATE-SECTOR FINANCING**

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

**AMOUNT OF ASSISTANCE REQUESTED**

TIF Assistance is required for all hard, soft, and interest carry costs associated with bringing the required power to the Subject Site and all costs associated with the formation of the TIF. The estimated amount for these costs is \$11.475MM.

<u>Line Item</u>	<u>Amount</u>
Electric Infrastructure and Concrete Encasement	\$ 6,800,000
Watermain Upgrades	\$ 325,000
Estimated Soft/Other Costs	\$ 1,000,000
TIF Interest	\$ 3,350,000
<b>Estimated Total Cost</b>	<b>\$ 11,475,000</b>

**STATEMENT REGARDING WHY ASSISTANCE IS NECESSARY**

The existing electrical power to the Subject Site is insufficient to support the redevelopment of the site into an industrial park. It is typical for the development of in-fill sites to have nearby access to the required power or for the electrical provider to pay for the costs and be reimbursed by selling the power to end users. The Subject Site

does not have nearby access to the required power nor is the City as the electrical provide willing to pay for the upfront costs needed to bring the power to the Subject Site. Without financial assistance to bring the power to the Subject Site, the Subject Site is undevelopable.

**SUMMARY OF TIF INCREMENT PROJECTIONS**

See Exhibit B

**DESCRIPTION OF PUBLIC BENEFITS**

**Creation of New Permanent Jobs** – It is estimated that Pheasant Run Industrial Park may create up to 1,000 – 2,000 new jobs.

**Catalyst for New Private Investment** – The TIF and bringing the required power to the Subject Site will spur the re-development of the abandoned Pheasant Run Resort and also supply the necessary power for the redevelopment of the resort.

**Elimination of Blight** – The re-development of the former Pheasant Run Golf Course that is under-utilized, in-fill site that is an eye sore to the gateway of the St. Charles community. Without the TIF, the Subject Site would likely stay blighted as deed restrictions restrict uses of the Subject Site to commercial and industrial uses. Without the required and necessary electric power, the site would remain undeveloped and blighted.

**Incorporation of Environmentally Friendly Features** – The re-development of the Subject Site will include environmentally friendly dry bottom ponds with native grasses.

**Creation of Public Infrastructure or Facilities** – The re-development of the TIF will also provide the necessary power for the re-development of the abandoned Pheasant Run Resort that is in sever disrepair.

**Increased Property Tax Revenue** – Upon completion of the development of the Subject Site is anticipated to raise property tax revenue by approximately \$1.5 - \$2.0 MM over the existing tax paid as a former golf course.

Best Regards,

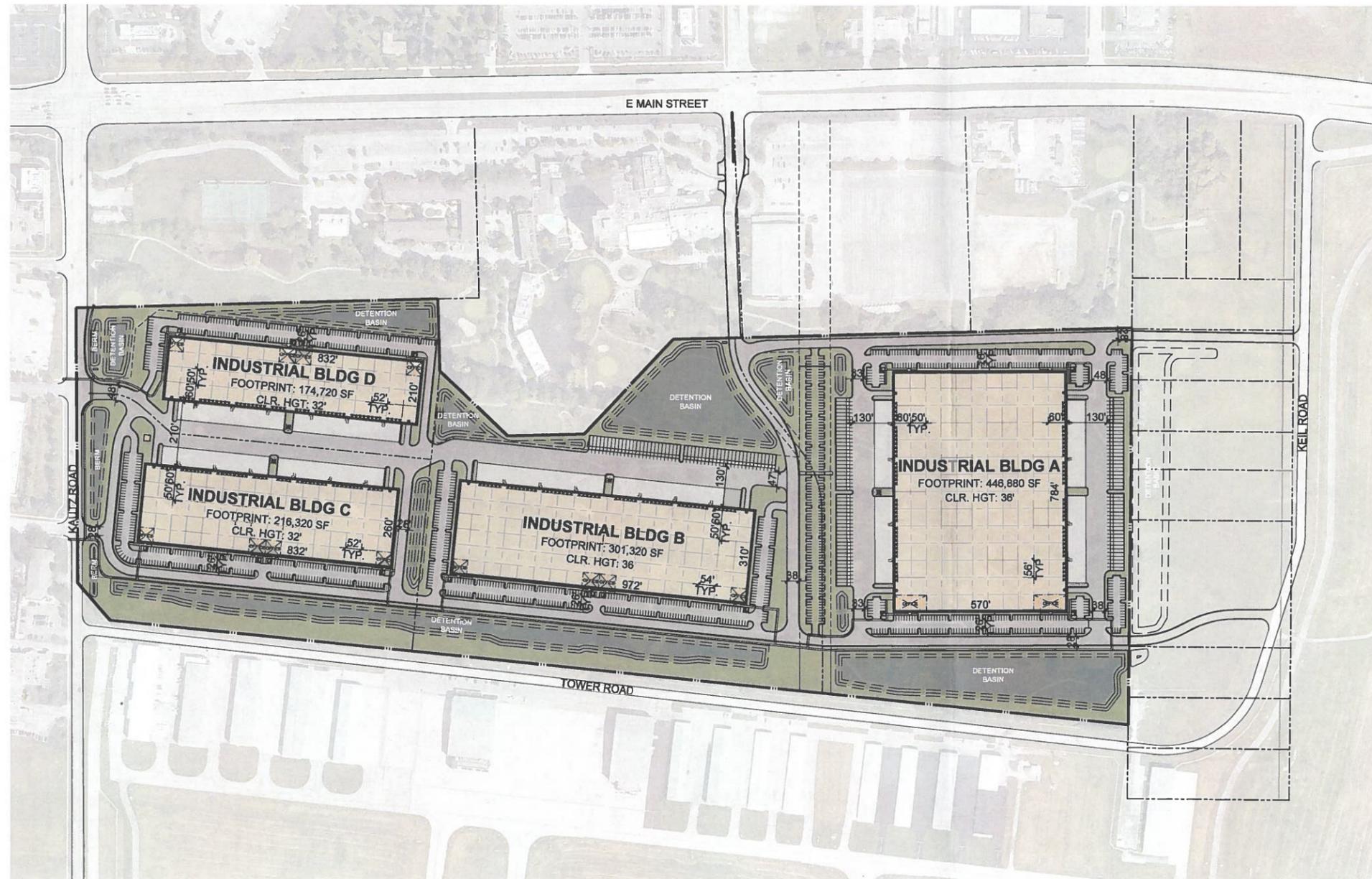


Ron DeRosa

Authorized Agent

GSI Family Investments of Arizona, LLC

Encl: Exhibit A – Site Plan; Exhibit B - TIF Increment Projections



PROJECT DATA:	
SITE AREA:	84.74 AC
GROSS: (INDUSTRIAL PARCEL ONLY)	3,691,425 SF
DETECTION: @ 20%	739,626 SF
NET:	67.76 AC
	2,951,799 SF
<b>BUILDING AREA:</b>	
BUILDING A	446,880 SF
BUILDING B	301,320 SF
BUILDING C	216,320 SF
BUILDING D	174,720 SF
TOTAL:	1,139,240 SF
<b>FAR:</b>	
GROSS:	0.31
NET:	0.39
<b>COVERAGE:</b>	
GROSS:	31%
NET:	39%
<b>BUILDING A</b>	
DOCK-HIGH DOORS	76
GRADE-LEVEL DOORS	4
PARKING REQUIRED: (WITH CITY COUNCIL APPROVAL)	
WAREHOUSE	446,880 SF 447 STALLS
PARKING PROVIDED:	
DAY 1 PARKING	75% OF REQD 359 STALLS
FUTURE PARKING	178 STALLS
TOTAL POTENTIAL	537 STALLS
	@1.2/1000 SF
	1 STALLS
	96 STALLS
<b>REQ. ACCESSIBLE TRAILER STALLS</b>	
BUILDING B	
DOCK-HIGH DOORS	55
GRADE-LEVEL DOORS	2
PARKING REQUIRED:	
WAREHOUSE	301,320 SF 301 STALLS
PARKING PROVIDED:	
DAY 1 PARKING	330 STALLS
	@1.1/1000 SF
	8 STALLS
	50 STALLS
<b>REQ. ACCESSIBLE TRAILER STALLS</b>	
BUILDING C	
DOCK-HIGH DOORS	48
GRADE-LEVEL DOORS	2
PARKING REQUIRED:	
WAREHOUSE	216,320 SF 220 STALLS
PARKING PROVIDED:	
DAY 1 PARKING	220 STALLS
	@1.02/1000 SF
	7 STALLS
<b>REQ. ACCESSIBLE TRAILER STALLS</b>	
BUILDING D	
DOCK-HIGH DOORS	48
GRADE-LEVEL DOORS	2
PARKING REQUIRED:	
WAREHOUSE	174,720 SF 175 STALLS
PARKING PROVIDED:	
DAY 1 PARKING	192 STALLS
	@1.1/1000 SF
	6 STALLS
<b>REQ. ACCESSIBLE TRAILER STALLS</b>	

EXISTING DEVELOPMENT STANDARDS:	
ZONING:	BR - REGIONAL BUSINESS
MAX. COVERAGE:	30%
MAX. BLDG HT:	40 FT
<b>BUILDING SETBACKS:</b>	
FRONT:	20 FT
SIDE:	20 FT
REAR:	30 FT
<b>LANDSCAPE SETBACKS:</b>	
ALL:	
<b>LANDSCAPE REQ.:</b>	
ALL:	
<b>OFF-STREET PARKING:</b>	
STANDARD:	9X18
DRIVE AISLE:	24 FT
OVERHANG:	2 FT
<b>REQ. PARKING RATIO BY USE:</b>	
WAREHOUSE:	1/1000 SF

**NOTES:**  
 1 SPECIAL USE OVERLAY DISTRICT #2 (1945-46 GOLF COURSE)  
 2 Confirm with City

POTENTIAL ZONING DEV. STANDARDS:	
ZONING:	M-2
MIN. LOT AREA:	NONE
MIN. LOT WIDTH:	NONE
MAX. COVERAGE:	60%
MAX. BLDG HT:	60 FT
<b>BUILDING SETBACKS:</b>	
FRONT:	40 FT
INT. SIDE:	20 FT
EXT. SIDE:	40 FT
REAR:	20 FT
<b>LANDSCAPE SETBACKS:</b>	
ALL:	
<b>LANDSCAPE REQ.:</b>	
ALL:	20% MIN
<b>OFF-STREET PARKING:</b>	
STANDARD:	9X18
DRIVE AISLE:	24 FT
OVERHANG:	2 FT
<b>REQ. PARKING RATIO BY USE:</b>	
WAREHOUSE:	1/1000 SF

**NOTES:**  
 1 100 ft adjacent to residential uses  
 2 May be reduced to 10 ft when abutting a rail road ROW  
 3 Foundation Landscaping @ wide minimum, parking lot @ wide min. islands 100 SF min.  
 4 Can be reduced by up to 33% by City Council, 25% can be landscaped/curved

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Stormwater Management Design: AVERAGE REGIONAL REQUIRED PROVIDED

Boundary Source: GIS MAP & AERIAL IMAGE



scheme: 19

Conceptual Site Plan

4051 E Main St  
 St. Charles, IL 60174

**WARE MALCOMB**

CH20-0272-00  
 11.18.2021

SHEET  
 1

**City of St. Charles**  
**Resolution No. \_\_\_\_\_**

**A Resolution of Inducement and to Express Official Intent Regarding Certain Expenditures to be Reimbursed from a Special Tax Allocation Fund the City of St. Charles May Establish for a Proposed Tax Increment Financing District to be Commonly Described as the Pheasant Run Redevelopment Project Area**

**Presented & Passed by the  
City Council on March \_\_\_\_\_, 2022**

WHEREAS, the City of St. Charles, Counties of Kane and DuPage, Illinois (the “City”) is a duly organized and existing home rule municipality created under the laws of the State of Illinois; and

WHEREAS, the City is authorized to take certain actions pertaining to redevelopment activities for properties within the City; and

WHEREAS, the City is contemplating the formation of a tax increment financing district pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “TIF Act”), generally in the area of the real property depicted in Exhibit A attached hereto and made a part hereof, tentatively described as the “Pheasant Run Redevelopment Project Area” (the “TIF District”); and

WHEREAS, the City is authorized, under the provisions of the TIF Act, to finance redevelopment project costs, as defined in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q) (“TIF Project Costs”), in connection with redevelopment project areas established in accordance with the requirements of the TIF Act; and

WHEREAS, the feasibility of the TIF District has not yet been determined and the exact boundaries of the TIF District are not precisely defined at this time and the contents of a “Redevelopment Plan” which is to be approved pursuant to the TIF Act are not yet finalized; and

WHEREAS, the City desires to have the TIF District redeveloped and rehabilitated through investment by private enterprise which may not be economically feasible to do without providing economic incentives under the TIF Act to the owners of a certain property within the TIF District (“Owner”), pursuant to the terms and provisions of a redevelopment agreement the City may enter into with said Owner; and

WHEREAS, Owner has incurred and paid certain expenditures relating to a project it seeks to undertake in the TIF District (the “Project”) within the period of time that is sixty (60) days prior to the passage of this Resolution and Owner is considering incurring and paying

certain additional expenditures relating to the Project after the date of passage of this Resolution, many of which expenditures (collectively, the “TIF Expenditures”) would constitute eligible “Redevelopment Project Costs” under and pursuant to the TIF Act, which TIF Expenditures Owner would not incur but for the adoption of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself from incremental property tax revenues generated by properties within the TIF District (“TIF Revenues”) for TIF Project Costs it incurs in establishing and administering the TIF District, should the City elect to establish it; and

WHEREAS, Owner may request that the City pay for certain of the TIF Expenditures it incurs in implementing the Project from TIF Revenues if the City establishes the TIF District; and

WHEREAS, if the TIF District is established, Owner will endeavor to negotiate a redevelopment agreement that contains such agreed upon terms that will assist Owner in the completion of the Project (“Redevelopment Agreement”); and

WHEREAS, if the Redevelopment Agreement is approved by the City, the City expects to pay or reimburse Owner from TIF Revenues, for a portion of the Project costs it incurs which qualify as TIF Expenditures; and

WHEREAS, Owner has stated that, without the City’s contribution of TIF Revenues to the Project, it cannot undertake and complete the Project in an economically feasible manner; and

WHEREAS, Owner reasonably expects that it: (i) will pay or incur TIF Expenditures in connection with the construction of the Project prior to formal approval and execution of the Redevelopment Agreement; (ii) will use funds from sources other than TIF Revenues which are or will be available up front to pay for such TIF Expenditures prior to the approval of a Redevelopment Agreement; and (iii) desires to be reimbursed for the use of some of its capital expenses; and

WHEREAS, the City reasonably anticipates the expenditures of TIF Project Costs in connection with the establishment and administration of the TIF District and the approval and construction of the Project and desires to be reimbursed for such expenditures; and

WHEREAS, the purpose of this Resolution is to induce Owner to pay or incur certain TIF Expenditures in furtherance of the construction of the Project prior to the establishment of the TIF District and prior to formal approval and execution of the Redevelopment Agreement, thereby advancing the purposes of the TIF Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of St. Charles, Kane and DuPage Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. The foregoing recital clauses to this Resolution are adopted as the findings of the corporate authorities of the City and are incorporated herein by specific reference.

Section 2. City staff have examined the TIF District and its condition and circumstances and, at this time, the corporate authorities of the City conclude that it is reasonable to believe that a TIF District, pursuant to the Act, can be adopted and TIF Expenditures of eligible Redevelopment Project Costs under the Act, in furtherance of the potential development by Owner of a portion of the property in the TIF District should be allowable "Redevelopment Project Costs, provided, however, that this Resolution is not a guarantee that any such TIF District will be adopted, but, rather, is an expression of the intent of the City at this time.

Section 3. The City hereby declares its intention to negotiate and enter into a Redevelopment Agreement with Owner which may provide for, *inter alia*, reimbursement from TIF Revenues of certain TIF Expenditures paid or incurred by Owner and the City. The City acknowledges that, in order to keep the Project moving forward on an acceptable schedule, it will be necessary for Owner and the City to incur some eligible Redevelopment Project Costs prior to negotiation, approval and execution of the Redevelopment Agreement.

Section 4. That neither Owner nor any other party is entitled to rely on this Resolution as a commitment by the City to enter into the Redevelopment Agreement, and the City reserves the right, in its sole and absolute discretion, to not enter into the Redevelopment Agreement, and in such event, the City shall not be subject to any liability or damages of any nature. Neither Owner nor anyone claiming by or through Owner shall have any claim against the City as a result of any decision by the city not to enter into the Redevelopment Agreement. In the event that no TIF District is created over some or all of the property, the City shall in no way be obligated to reimburse Owner of the property, or successor in interest, for any of its costs or expenses.

Section 5. The City hereby declares its intention to use TIF Revenues to pay or reimburse Owner for TIF Expenditures pursuant to the terms of the Redevelopment Agreement, and to pay or reimburse itself for TIF Expenditures it incurs in establishing the TIF District.

Section 6. The City expects to reimburse itself, or Owner, under the terms of the Redevelopment Agreement, from the TIF Revenues for TIF Expenditures paid prior to the City's receipt of TIF Revenues.

Section 7. Officials, officers and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution.

Section 8. This Resolution and every provision thereof shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of this Resolution shall not affect the validity of any other portion of this Resolution.

Section 9. All resolutions, ordinances or parts of resolutions conflicting with any portion of this Resolution are hereby repealed.

Section 10. This Resolution shall be in full force and effect immediately upon its passage in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of March, 2022.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of March, 2022.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of March, 2022.

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

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

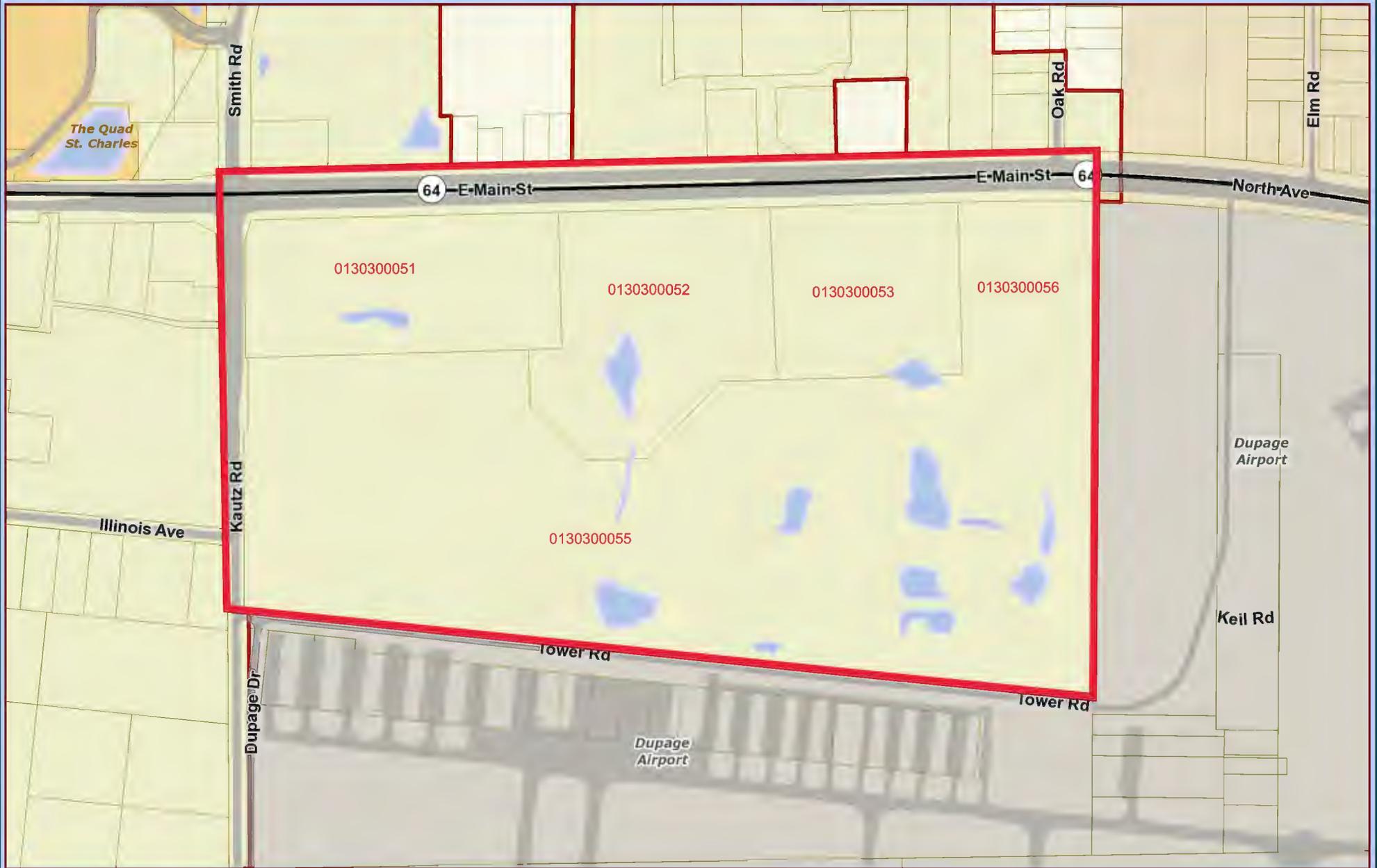
Abstain:

**EXHIBIT "A"**

**Pheasant Run Redevelopment Project Area**



# Proposed Pheasant Run TIF Redevelopment Project Area



Data Source:  
 City of St. Charles, Illinois  
 Kane County, Illinois  
 DuPage County, Illinois  
 Projection: Transverse Mercator  
 Coordinate System: Illinois State Plane East  
 North American Datum 1983  
 Printed on: March 10, 2022 12:45 PM



0 265 530 Feet

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 Prepared by: [Name] on [Date]



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4h**

**Title:**

Recommendation to approve a contract with Kane McKenna for Professional Services associated with the establishment of the Pheasant Run TIF district.

**Presenter:**

Russell Colby

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$30,000

Budgeted Amount: To be added as a Developer Reimbursable Cost (no budgetary impact)

Not Budgeted:

Staff is engaging the City’s TIF consultant, Kane McKenna and Associates, to assist with the establishment of a TIF district for the Pheasant Run property.

The process is split into two phases- Phase 1- preparing a TIF Analysis Report, and Phase 2- Preparing a TIF Redevelopment Plan and coordinating the TIF adoption process.

The City has already engaged Kane McKenna to begin Phase 1. Per the City Incentive Application process, the developer and applicant, Greco/DeRosa Investment, has provided a deposit for the full cost of the Phase 1 professional services and associated City review expenses.

The contract amount for Phase 2 requires City Council approval. City Council approval of the contract will be contingent upon the developer providing an additional deposit for the total cost prior to staff executing the contract.

**Attachments (please list):**

Phase 2 contract with Kane McKenna Associates for Pheasant Run TIF district.

**Recommendation/Suggested Action (briefly explain):**

Recommendation to approve an Inducement Resolution for Pheasant Run TIF District.

**Kane, McKenna**  
and Associates, Inc.

150 North Wacker Drive  
Suite 1600  
Chicago, Illinois 60606

T: 312.444.1702  
F: 312.444.9052

January 10, 2022

Ms. Heather McGuire  
City Administrator  
City of St. Charles  
2. E. Mains Street  
St. Charles, IL 60174

**RE: City of St. Charles – Pheasant Run TIF District**

Dear Ms. McGuire:

Pursuant to discussions with you, Kane, McKenna and Associates, Inc. (“KMA”) is prepared to assist the City of St. Charles (the “City”) in evaluating certain properties consisting of the Pheasant Run Golf Course and Resort properties located within the City in reference to certain economic development programs pertaining to the redevelopment and/or improvement of that site and areas close thereto (the “TIF District”).

Kane, McKenna and Associates, Inc., will provide the following services to City as necessary and only for areas specifically identified by the City.

**CONSULTANT SCOPE OF SERVICES**

**PHASE 1: Prepare TIF Analysis Report**

A. **Inventory and Analysis of TIF District**

- 1) KMA will assist the City staff to determine and confirm likely plans for the redevelopment of the TIF District based upon site visits, historic assessed value analysis, developer/owner Plans, financial proformas, needed public improvements and results of any analysis presently or previously undertaken by the City. City staff maybe be asked to provide assistance relating to GIS maps, land use surveys, and sources of information relating to term of vacancy, utility service, etc.

- 2) Highlight and investigate preliminary “priority areas”, if any, as identified by the City within the potential redevelopment designation based upon the above analyses. Identify opportunities currently evident and ways to create opportunities where none may be apparent.
- 3) Review with the City the potential pros and cons, costs and benefits, and advantages and disadvantages of viable funding options available, including, but not limited to, programs described below.

B. Recommendation of Financing Options for new TIF Designation

- 1) Provide advice and consultation related to appropriate incentive mechanisms or public financing techniques which could be applied to the proposed TIF District based upon discussions with City officials where the potential new TIF in the area would be viable.

IF NEW TIF IS DETERMINED BY CITY

C. Review and Documentation of TIF Qualification Factors

- 1) Review with the City the preliminary boundaries for the TIF District, as well as initial redevelopment goals and objectives specific to the respective redevelopment areas. Boundary review would include “doughnut holes” of certain properties, multiple TIF designation, or other options relating to City goals.
- 2) Review the characteristics of the proposed TIF site(s) and adjacent properties in order to recommend precise proposed boundaries for a TIF, and to assess the potential qualification factors (strengths and weaknesses) of any identified area in accordance with the provisions of Illinois law. Review would include site surveys, review of past plans and policy materials, discussions with City officials and staff, site tours/examination, and County data pertaining to equalized assessed valuation, tax rate, and tax collection trends.

B. Preparation of TIF Redevelopment Plan

- 1) Review with the City the preliminary boundaries for the plan as well as redevelopment goals and objectives.

- 2) Prepare a draft TIF Redevelopment Plan for the area based upon the presence of qualification factors required under Illinois law. KMA will be available to discuss the findings with the City in meetings prior to completing the report.
- 3) Prepare TIF Qualification Report for the site(s) based upon the presence of eligibility factors required under Illinois law. KMA will be available to discuss the findings with the City prior to completing the report. Also provide advice with respect to potential changes in the City's comprehensive plan and zoning map to ensure consistencies with land uses proposed for the redevelopment districts.
- 4) Determine whether proposed costs and revenues to be incurred and/or generated from any proposed redevelopment project area(s) are reasonable, feasible and acceptable assumptions for the intended area to be developed.

### FEES FOR SERVICES

KMA normally bills for services on an hourly fee basis for the services requested. We find this more prudent for the client – since the client can exercise control on KMA attendance at meetings, involvement in certain implementation tasks, etc. We also believe that it is more prudent for KMA because we can then budget our time and resources most appropriately. As required by the City, KMA has set forth maximum not to exceed fees for each Phase.

Estimated Fees are found below:

Fees would be charged monthly at the hourly rates set forth below.

#### Hourly Rate Breakdown:

<u>Personnel</u>	<u>Hourly Rates</u>
President	\$225.00/Hour
Executive Vice President	\$200.00/Hour
Officers	\$175.00/Hour
Associates	\$125.00/Hour
Research	\$ 70.00/Hour
Administrative	\$ 30.00/Hour

Ms. Heather McGuire  
Page Four  
January 10, 2022

Fees are summarized below:

Phase 1 Eligibility Report \$10,000 to \$12,500

The above assumes that no Housing Impact Study is required for a new TIF District. If such a Study is needed, this contract would need to be amended.

Out of pocket expenses are not included in the fees above and include: Certified and other mailing costs, legal description, and newspaper notice/publication costs – these amounts are to be paid by the City separately.

We look forward to working with you on this Project.

Sincerely,

*Philip R McKenna*

Philip R. McKenna  
President

*Nina J Coppola*  
Nina J. Coppola  
Vice President

AGREED TO:

*Philip R. McKenna*

Philip McKenna, President  
Kane, McKenna and Associates, Inc.

*1-11-2022*

Date

City of St. Charles

150 North Wacker Drive  
Suite 1600  
Chicago, Illinois 60606

T: 312.444.1702  
F: 312.444.9052

**Kane, McKenna**  
and Associates, Inc.

January 10, 2022

Ms. Heather McGuire  
City Administrator  
City of St. Charles  
2. E. Mains Street  
St. Charles, IL 60174

**RE: City of St. Charles – Pheasant Run TIF District**

Dear Ms. McGuire:

Pursuant to discussions with you, Kane, McKenna and Associates, Inc. (“KMA”) is prepared to assist the City of St. Charles (the “City”) in evaluating certain properties consisting of the Pheasant Run Golf Course and Resort properties located within the City in reference to certain economic development programs pertaining to the redevelopment and/or improvement of that site and areas close thereto (the “TIF District”).

Kane, McKenna and Associates, Inc., will provide the following services to City as necessary and only for areas specifically identified by the City.

**CONSULTANT SCOPE OF SERVICES**

**PHASE 2: Prepare TIF Redevelopment Plan; Coordinate TIF Adoption Process**

- A. Prepare Resolutions of Intent and Interested Parties Registries
- 1) Assist the City attorney to prepare resolution of intent for the proposed TIF District.
  - 2) Attend City Council meeting to review the purpose of the resolution of intent and respond to questions of officials and/or public.

- 3) Distribute resolutions to affected taxing districts per the requirements of the TIF Act.
- 4) Prepare for City Council review and adoption documents and systems required to establish Interested Parties Registries for the TIF District.

B. Provide TIF Increment and Cost Projections

- 1) Assist City staff to prepare the preliminary feasibility analysis of potential redevelopment projects incremental revenue (gross and net) and/or costs in order to summarize the potential funding advantages/disadvantages of various strategies.
- 2) Identify for the City principal strategies for incentives and potential funding mechanisms based upon the potential redevelopment projects' ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.
- 3) Review with the City staff pros and cons of funding solely public improvements or considering extraordinary cost and gap financing utilization of TIF funding.

C. Finalize Redevelopment Project

- 1) In conjunction with City staff, finalize TIF and boundaries, and assist in the process of preparation of legal descriptions which identify the boundaries for each of the redevelopment areas.
- 2) Subsequent to the review of the draft redevelopment plan by the City Council, City staff, and other taxing districts (if applicable), revise the redevelopment plan sections in order to add relevant comments and/or corrections.

D. Prepare Public Hearing (and Meeting) Notices

- 1) Assist City staff to prepare the public hearing resolution and the TIF public notices.
- 2) Prepare mailings for affected taxing districts and distribute notices to the taxing districts and the Illinois Department of Commerce and Economic Opportunity

E. Coordinate Joint Review Board (JRB) Process

- 1) Provide agenda items, draft TIF ordinances, and other materials as required by the TIF Act.
- 2) Attend JRB meetings as necessary and appropriate.
- 3) Assist City staff to respond to JRB requests.
- 4) Assist City Counsel to prepare JRB resolutions relating to findings.

F. Preparation of Notices

- 1) Identify taxpayers located within the TIF district and obtain mailing information from the County.
- 2) Prepare mailings for taxpayers including review of delinquent taxpayers.
- 3) Manage the mailings to residents within 750 feet of the TIF District boundaries.
- 4) Assist City staff in coordinating publication of legal notices in local newspapers

G. Attend Public Hearings and Required Meetings

- 1) Assist the City by participating in the required public hearing, and meetings with all interested and affected parties, including property owners.
- 2) Work with the City staff to meet all the requirements of Illinois law.

Ms. Heather McGuire  
Page Four  
January 10, 2022

**FEES FOR SERVICES**

KMA normally bills for services on an hourly fee basis for the services requested. We find this more prudent for the client – since the client can exercise control on KMA attendance at meetings, involvement in certain implementation tasks, etc. We also believe that it is more prudent for KMA because we can then budget our time and resources most appropriately. As required by the City, KMA has set forth maximum not to exceed fees for each Phase.

Estimated Fees are found below

Fees would be charged monthly at the hourly rates set forth below.

Hourly Rate Breakdown:

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Executive Vice President	\$200.00/Hour
Officers	\$175.00/Hour
Associates	\$125.00/Hour
Research	\$ 70.00/Hour
Administrative	\$ 30.00/Hour

Fees are summarized below:

Phase 2 TIF Redevelopment Plan; Adoption Process \$25,000 to \$30,000

The above assumes that no Housing Impact Study is required for a new TIF District. If such a Study is needed, this contract would need to be amended.

Ms. Heather McGuire  
Page Three  
January 10, 2022

Out of pocket expenses are not included in the fees above and include: Certified and other mailing costs, legal description, and newspaper notice/publication costs – these amounts are to be paid by the City separately.

We look forward to working with you on this Project.

Sincerely,

*Philip R. McKenna*

Philip R. McKenna  
President

*Nina J. Coppola*  
Nina J. Coppola  
Vice President

AGREED TO:

*Philip R. McKenna*  
Philip McKenna, President  
Kane, McKenna and Associates, Inc.

1/11/2022  
Date

\_\_\_\_\_  
City of St. Charles



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4i**

**Title:**

Plan Commission recommendation to approve a Land Banked Parking Request for BEMA Inc., 3620 Ohio Ave.

**Presenter:**

Ellen Johnson

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

The City has received a request to allow land banking of required parking spaces for BEMA Inc. located at 3620 Ohio Ave. in the M-2 Limited Manufacturing District. Section 17.24.110 of the Zoning Ordinance allows up to 25% of the parking requirement for manufacturing uses in the M-2 district to be land banked for future construction.

BEMA is planning a building addition with modified site circulation and new parking areas. The total parking requirement with the new addition is 131 spaces (1 space per 1,000 sf of gross floor area). Proposed is to construct 99 spaces with the remaining 32 required spaces identified on the plans for future construction, if needed. This constitutes 24.4% of the parking requirement. In the interim, the land banked area will be used as greenspace. Based on the employee shift information provided, the highest parking demand for the business is expected to be 41 spaces.

Per Section 17.24.110, the land bank parking petition is to present a study that demonstrates:

- a. The number of parking spaces may be reduced without affecting the ability to adequately accommodate vehicles for employees, business-owned vehicles, vehicles for visitors, and all other vehicles necessary for the business, and provide adequate spaces during an overlap of employee shifts.
- b. Land banked parking shall not cause a shortage of parking for other uses located in the area.

The Code stipulates that the land banked parking approval shall apply only to the specific business for which the study was conducted. The City may require the business owner to construct the land banked parking facility if there a shortage of parking is identified on the property.

Note- A similar request was approved for BEMA in 2020. The current request reflects a modified site plan and larger building addition which requires additional parking and an increase to land banking from 17% to almost 25% of the required parking spaces.

**Plan Commission Recommendation**

Plan Commission reviewed the request on 3/8/22 and recommended approval by a vote of 7-0.

**Attachments (please list):**

Plan Commission Resolution, Letter dated 3/1/22, Plans

**Recommendation/Suggested Action (briefly explain):**

Plan Commission recommendation to approve a Land Banked Parking Request for BEMA Inc., 3620 Ohio Ave.

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 2-2022**

**A Resolution Recommending Approval of a Land Bank Parking Request for  
BEMA Inc., 3620 Ohio Ave.  
(Fred Schramm, Schramm Construction Corp.)**

**Passed by Plan Commission on March 8, 2022**

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review Land Bank Parking Requests; and

WHEREAS, the Plan Commission has reviewed the Land Bank Parking Request for BEMA Inc., 3620 Ohio Ave. (Fred Schramm, Schramm Construction Corp.); and

WHEREAS, the Plan Commission finds said Land Bank Parking Request to meet the standards contained in Section 17.24.110.C of the St. Charles Zoning Ordinance.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Land Bank Parking Request for BEMA Inc., 3620 Ohio Ave. (Fred Schramm, Schramm Construction Corp.), allowing for 32 off-street parking spaces out of the 131 required off-street parking spaces to be land banked for future construction.

Roll Call Vote:

Ayes: Funke, Wiese, Purdy, Vargulich, Ewoldt, Moad, Hibel

Nays:

Absent: Melton, Becker

Motion carried: 7-0

PASSED, this 8th day of March 2022.

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Chairman  
St. Charles Plan Commission

March 1, 2022

City of St. Charles  
Ellen Johnson  
City Planner  
2 East Main Street  
St. Charles, IL 60174

RE:  
BEMA Inc.  
3620 Ohio Avenue  
St. Charles, IL 60174

Dear Ms. Johnson,

On behalf of BEMA Inc., we are submitting a request to land bank for future construction 25% of the required parking for BEMA Inc. located at 3620 Ohio Avenue per section 17.24.110.C. The proposed addition will be used primarily for automated warehousing. The owner anticipates that 10 new employee positions may be needed representing (5) on first shift (3) on second shift and (2) on third shift.

### **1-Parking Summary**

- The proposed building footprint = 59,524 SF
- The existing building footprint = 71,653 SF
- Building total of existing and proposed = 131,177 SF
- Required parking (proposed with project) = 99 Stalls
- Required Proof of Parking per Ordinance = 33 Stalls
- Total required parking = 132 Stalls

### **2-Impact caused by parking reduction**

- First Shift warehouse and production employees = 26
- First Shift Office employees = 9
- Second shift warehouse and production employees = 6
- Third shift warehouse and production employees = 8
- Parking reserved for visitors = 5
- Total overlap between first and second shift = 41
- Total overlap between second and third shift = 14
- Total overlap between third and first shift = 40
- BEMA does have one company truck/van that would require a space. All other vehicles are semi or delivery vehicles and are in the truck dock areas

The above demonstrates the 99 stalls will adequately support the employees, visitors, ADA spaces, and business owned vehicles.

Land banked will not cause a shortage of parking for other uses located in the area.

### **3- Site Plan/Generic Floor Plan/ Code Related Items**

- Concept site plan which indicates parking spaces required for Manufacturing, Light & Heavy, and Warehouse distribution uses
- Floor plan (*fairly generic*) depicting use of the proposed 59,524 SF building
- Interim use of land banked area will be green space
- The land banked area will satisfy all applicable sections of the city code
- Storm water management systems as proposed are designed and will be constructed to accommodate all land banked spaced

After your review of this information and plans, I welcome any questions you may have regarding this request. My contact information is below.

Respectfully,



Fred Schramm  
President  
Schramm Construction Corporation  
3520 Swenson Avenue  
St. Charles, IL 60174  
D: 630.524.6024  
C: 630.609.8021  
O: 630.584.1200  
[fschramm@schrammconstruction.com](mailto:fschramm@schrammconstruction.com)



REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY ENGINEERING FOR:  
**BEMA EXPANSION**  
 3620 OHIO AVENUE  
 ST. CHARLES, ILLINOIS

PROJECT NO: 190287  
 DESIGNED BY: BPH  
 DATE: 05-01-2020

SHEET TITLE  
**PRELIMINARY SITE LAYOUT PLAN**

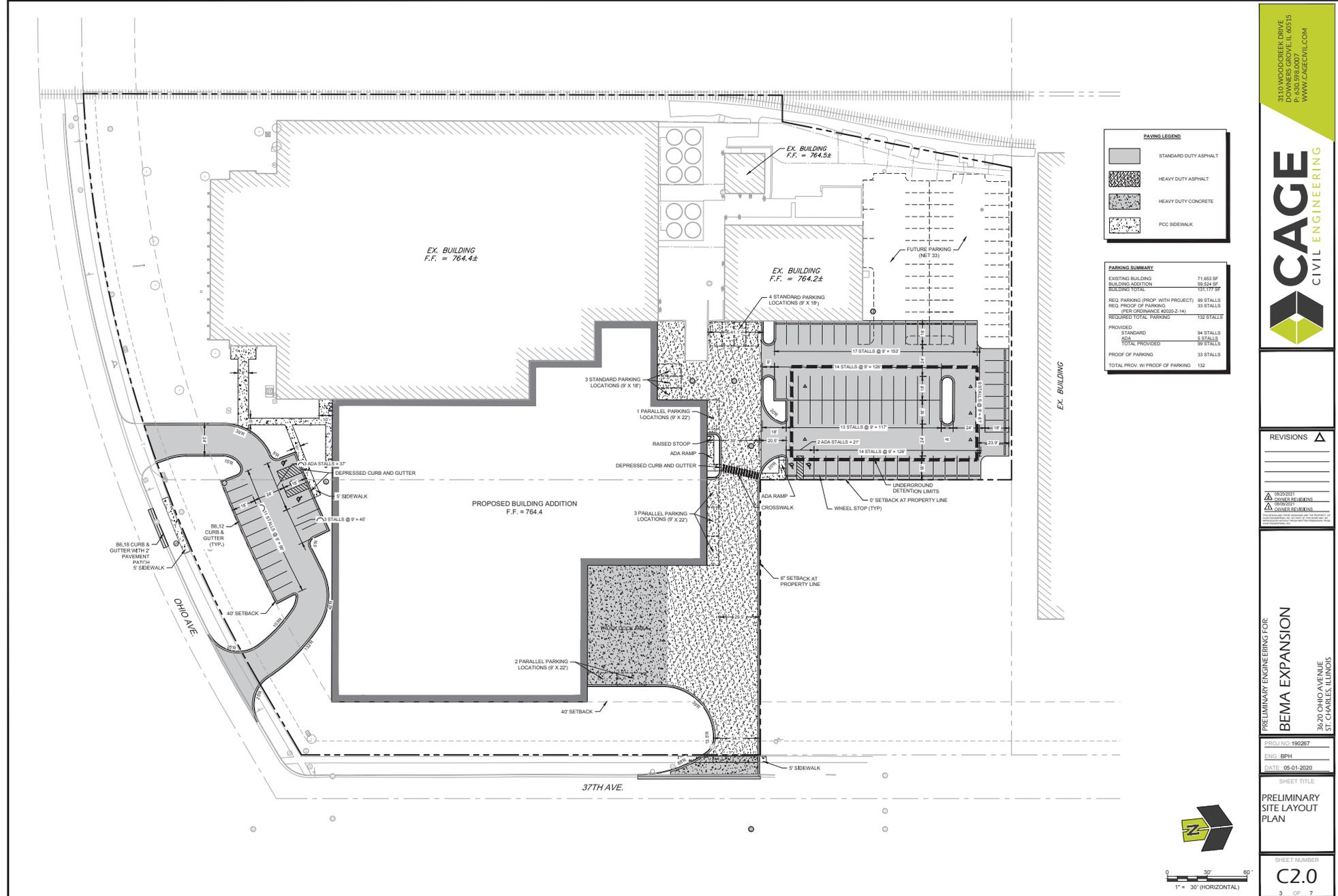
SHEET NUMBER  
**C2.0**  
 3 OF 7

**PAVING LEGEND**

	STANDARD DUTY ASPHALT
	HEAVY DUTY ASPHALT
	HEAVY DUTY CONCRETE
	PCC SIDEWALK

**PARKING SUMMARY**

EXISTING BUILDING	71,653 SF
BUILDING ADDITION	99,534 SF
<b>BUILDING TOTAL</b>	<b>171,187 SF</b>
REQ. PARKING (PROP. WITH PROJECT)	99 STALLS
REQ. PROOF OF PARKING (PER ORDINANCE #2002-2-14)	33 STALLS
<b>REQUIRED TOTAL PARKING</b>	<b>132 STALLS</b>
PROVIDED	
STANDARD	94 STALLS
ADA	5 STALLS
<b>TOTAL PROVIDED</b>	<b>99 STALLS</b>
PROOF OF PARKING	33 STALLS
<b>TOTAL PROV. W/ PROOF OF PARKING</b>	<b>132</b>



REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY ENGINEERING FOR:  
**BEMA EXPANSION**  
 3620 OHIO AVENUE  
 ST. CHARLES, ILLINOIS

PROJECT NO: 190287  
 DESIGNED BY: BPH  
 DATE: 05-01-2020

SHEET TITLE  
**PRELIMINARY SITE LAYOUT PLAN**

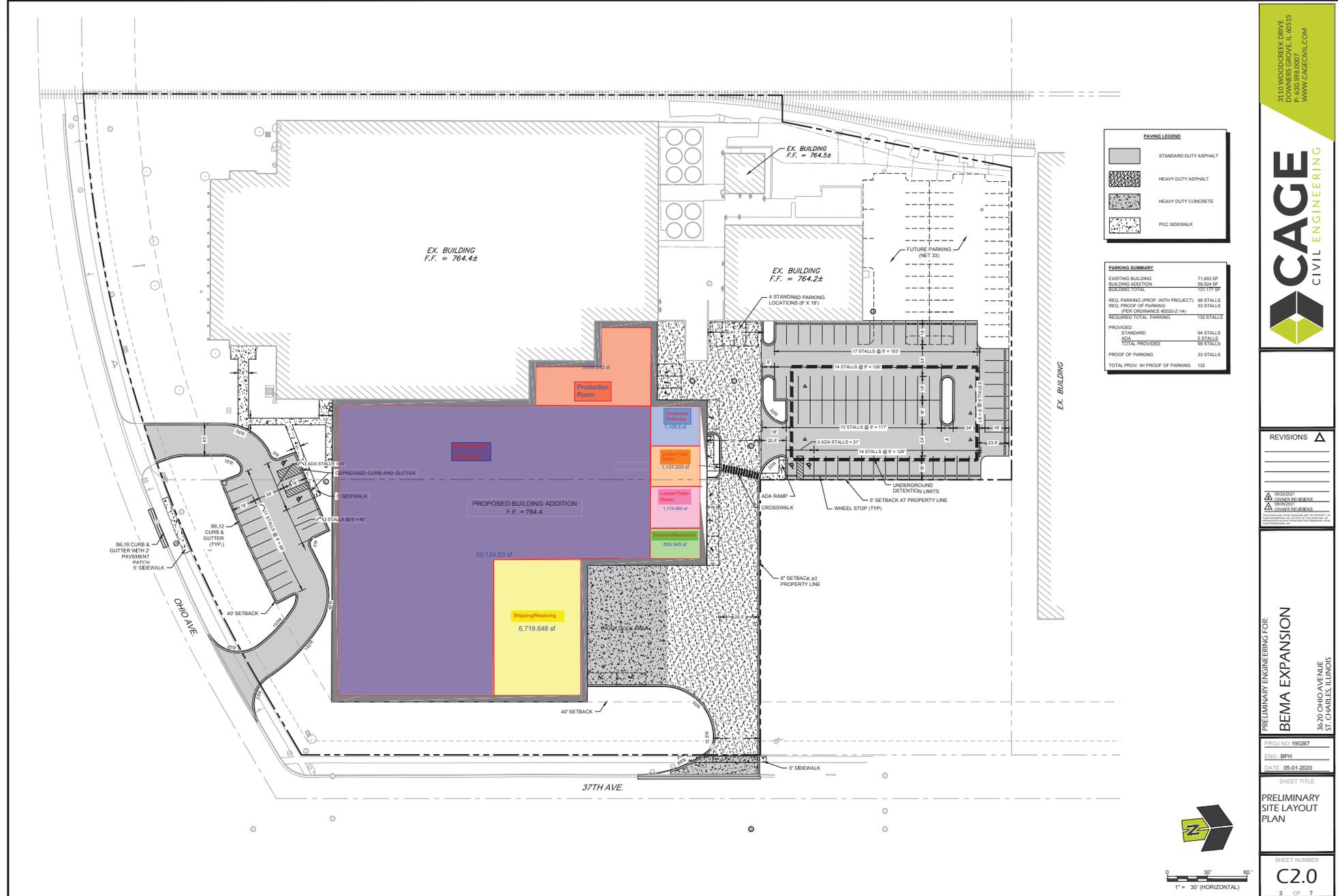
SHEET NUMBER  
**C2.0**  
 3 OF 7

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PROOF OF PARKING	33 STALLS
<b>TOTAL PROV. W/ PROOF OF PARKING</b>	<b>132</b>



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item Number: 4j</b>
	<b>Title:</b>	Plan Commission recommendation to approve a Final Plat for St. Charles Prairie Centre Fifth Resubdivision.	
	<b>Presenter:</b>	Ellen Johnson	
<b>Meeting:</b> Planning & Development Committee		<b>Date:</b> March 14, 2022	
Proposed Cost:		Budgeted Amount:	Not Budgeted: <input type="checkbox"/>
<b>Executive Summary</b> <i>(if not budgeted please explain):</i>			
<p>The Prairie Centre PUD was approved by the City in March 2017. The project is a redevelopment of the former St. Charles Mall property that includes commercial, mixed use and residential buildings.</p> <p>The Subdivision and Phasing Section of the PUD Ordinance outlines the process for the review and approval of a Final Plat of Subdivision for the property:</p> <ul style="list-style-type: none"> <li>• The property is to be initially platted in its entirety, with blanket access and utility easements over the entire site. This was completed in April 2018.</li> <li>• Individual building lots within the site may be proposed as determined by the developer.</li> <li>• No internal streets need to be designated.</li> <li>• The developer may phase the buildings and site improvements based upon market demand.</li> </ul> <p>Last fall, the City approved the 4<sup>th</sup> Resubdivision, related to the St. Charles Park District park site dedication.</p> <p>The developer, Shodeen, has filed an application for Minor Subdivision-Final Plat of Subdivision to create individual building lots for three planned residential buildings. The subdivision includes:</p> <ul style="list-style-type: none"> <li>• Lot 21: Parcel for Residential Building C2</li> <li>• Lot 22: Parcel for Residential Building C1</li> <li>• Lot 23: Parcel for Residential Building F1</li> </ul>			
<b><u>Plan Commission Recommendation</u></b>			
Plan Commission reviewed the Final Plat on 3/8/22 and voted 8-0 to recommend approval, subject to resolution of staff comments prior to City Council action.			
<b>Attachments</b> <i>(please list):</i> Plan Commission Resolution, Staff Report, Application			
<b>Recommendation/Suggested Action</b> <i>(briefly explain):</i> Plan Commission recommendation to approve a Final Plat for St. Charles Prairie Centre Fifth Resubdivision.			

**City of St. Charles, Illinois**  
**Plan Commission Resolution No. 3-2022**

**A Resolution Recommending Approval of a Final Plat of Subdivision for  
St. Charles Prairie Centre Resubdivision No. 5**

**Passed by Plan Commission on March 8, 2022**

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

WHEREAS, the Plan Commission has reviewed the Final Plat of Subdivision for St. Charles Prairie Centre Resubdivision No. 5; and

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the requirements of the Prairie Centre PUD Ordinance, No. 2017-Z-5, and applicable provisions of Title 16 of the City Code entitled, "Subdivisions and Land Improvement"; and

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Final Plat of Subdivision for St. Charles Prairie Centre Resubdivision No. 5 contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Funke, Wiese, Purdy, Vargulich, Ewoldt, Moad, Hibel

Nays: None

Absent: Melton, Becker

Motion carried: 7-0

PASSED, this 8th day of March 2022.

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Chairman  
St. Charles Plan Commission



**Prairie Centre – 5th Resubdivision**

<b>Applicant:</b>	Shodeen Construction Company, LLC
<b>Property Owner:</b>	Towne Centre Equities, LLC
<b>Location:</b>	Prairie Centre PUD, Rt. 38 & Randall Rd.
<b>Purpose:</b>	Approval of a plat of resubdivision
<b>Application:</b>	Minor Subdivision
<b>Public Hearing:</b>	Not required
<b>Zoning:</b>	BR Regional Business / PUD
<b>Current Land Use:</b>	Development site, partially completed
<b>Comprehensive Plan:</b>	Corridor/Regional Commercial and Mixed Use



*Subject Property*

**Summary of Proposal:** Shodeen is developing Prairie Centre, a residential and mixed-use redevelopment of the former St. Charles Mall property on Rt. 38. The project is under construction. As the project is developed, Shodeen has been resubdividing the property to create individual parcels for buildings or other uses, as anticipated under the PUD approval. This is the fifth resubdivision.

- Info / Procedure on Application:**
- Final Plat is the actual plat document that will be recorded with the County to formally create new lots, dedicate streets, and provide easements, etc.
  - Recommendation is based on compliance with all other code requirements (including Zoning & Subdivision Codes). Staff has provided an analysis in the Staff Report.
  - A public hearing is not required for this type of application.
  - No findings of fact are applicable to this application.

**Suggested Action:** Review the Final Plat of Subdivision.

Staff has found the application materials to be complete and the Final Plat to be in compliance with the applicable PUD ordinance standards.

Staff recommends approval of the Final Plat of Subdivision, subject to resolution of all staff comments prior to City Council action.

**Staff Contact:** Ellen Johnson, Planner

## I. PROPERTY INFORMATION

In March 2017, the City approved the Prairie Centre PUD. Prairie Centre is a redevelopment project that includes commercial, mixed use and residential buildings, specifically:

- 670 residential units (609 units, plus 61 units as a "density bonus" for providing affordable residential units within the project)
- A range from 80,000 to 116,000 square feet of commercial uses (depending on whether certain buildings are mixed use or residential only)

The following items were approved by the Prairie Center PUD ordinance, #2017-Z-5:

- Special Use for Planned Unit Development (PUD) to establish zoning and development standards for the project. The PUD approval granted deviations to the underlying BR Regional Business District zoning. The deviations related to: Permitted and special uses (to allow residential use), bulk requirements for buildings, building design requirements, landscaping requirements and off-street parking requirements.
- PUD Preliminary Plan approval of the overall site layout, preliminary engineering plans, partial building architectural elevations, and a partial landscape plan. A preliminary plat of subdivision was also approved.

### Project Phasing

The Subdivision and Phasing Section of the PUD Ordinance, beginning on pg. 16, outlines the process for the review and approval of a Final Plat of Subdivision for the property. In summary:

- The property is to be initially platted in its entirety, with blanket access and utility easements over the entire site.
- Individual building lots within the site may be proposed as determined by the developer.
- No internal streets need to be designated.
- The developer may phase the project based upon market demand, however the following must be part of the initial development phase:
  - Rerouting of sanitary sewer exiting the site, per the engineering plans.
  - Installation of stormwater detention areas.
  - Construction of the north-south boulevard from Rt. 38 to Prairie Street (provided that the completion of the northern portion may be deferred until the adjacent buildings are constructed.)

## II. PROJECT STATUS

### Past Activity

- The Final Plat of the entire site was recorded in April 2018.
- The primary north-south and east-west boulevards through the site have been constructed with associated landscaping installed.
- Stormwater detention has been installed.
- Residential Buildings F2, E, D1, D2 and the clubhouse have been completed.
- Anthony Place, an affordable senior apartment building, was completed in 2020.

### Recent Activity

- Permits have been issued for Mixed Use Building D1 and Residential Building C2.
- In September, the Plan Commission and Planning & Development Committee recommended approval of the 4<sup>th</sup> resubdivision pertaining to the park site donation to the St. Charles Park District. The plat will move forward to City Council for approval and subsequent recording once easements have been agreed to pertaining to the park dedication.

**III. PROPOSAL**

The proposed Fifth Resubdivision divides Lot 11 of the Second Resubdivision into lots for three planned residential buildings:

- Lot 21: Parcel for Residential Building C2
- Lot 22: Parcel for Residential Building C1
- Lot 23: Parcel for Residential Building F1

Existing blanket utility and access easements will remain over the property. No new easements are required.

The Final Plat complies with the requirements of the PUD and Subdivision ordinances.

**IV. SUGGESTED ACTION**

Review the Final Plat of Subdivision.

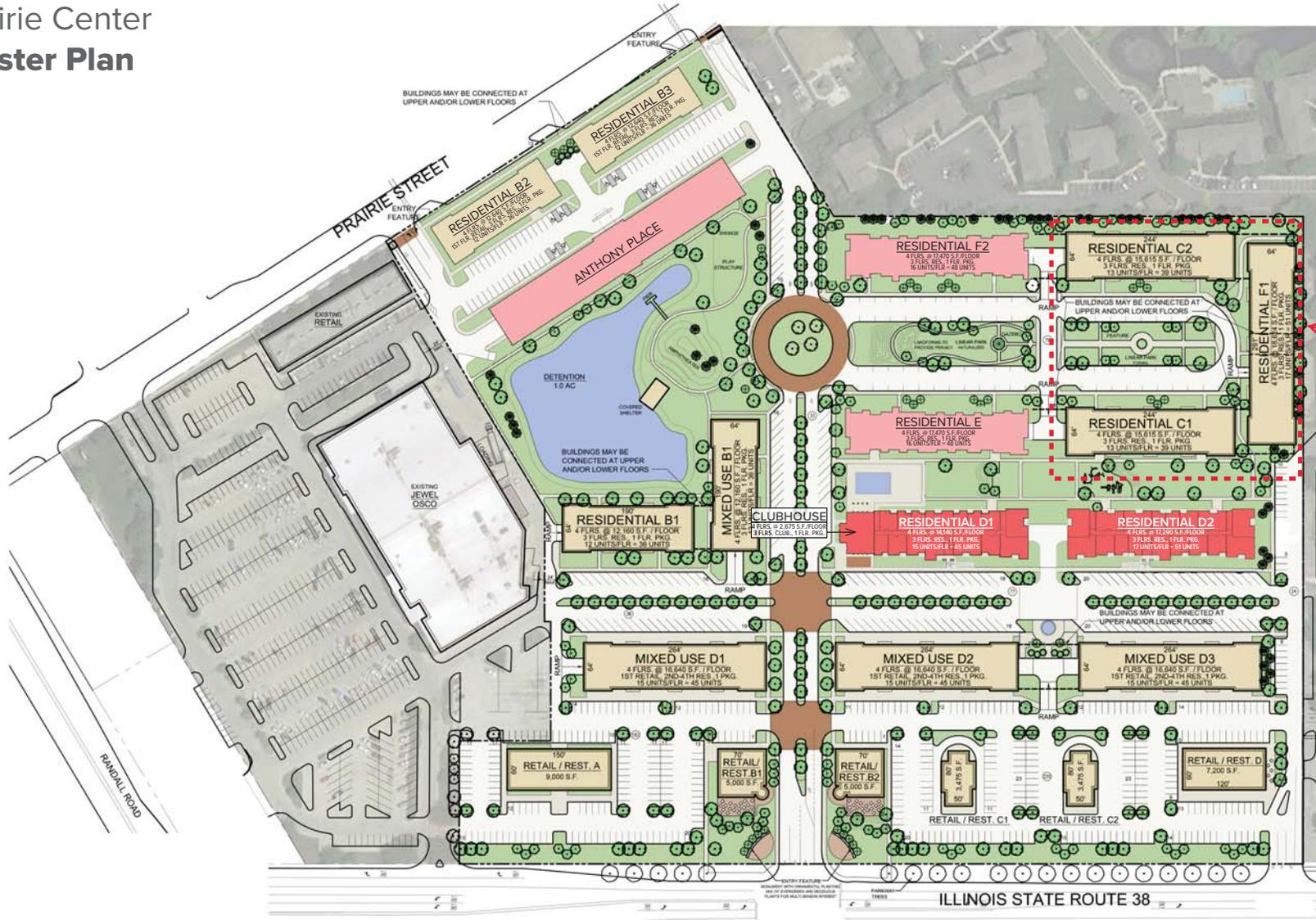
Staff has found the application materials to be complete and the Final Plat to be in compliance with the approved PUD ordinance standards.

Staff recommends approval of the Final Plat of Subdivision, subject to resolution of any staff comments prior to City Council action.

**V. ATTACHMENTS**

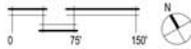
- Site Plan for reference
- Minor Subdivision – Final Plat Application
- PUD ordinance excerpt

# Prairie Center Master Plan



Area of proposed  
resubdivision

**SITE PLAN**  
SCALE: 1"=150'



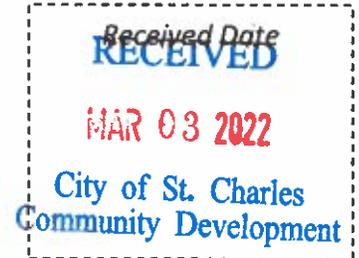
City of St. Charles  
 Community Development Division  
 2 E. Main Street  
 St. Charles, IL 60174



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

## MINOR SUBDIVISION – FINAL PLAT APPLICATION

<b>For City Use</b>	
Project Name:	Prairie Centre Resubdivision #5
Project Number:	2022 -PR- 005
Cityview Project Number:	PLMS202200038



- File this application to request approval of a Minor Subdivision – Final Plat.
- Per City Code Section 16.04.040, a Minor Subdivision must meet the following criteria:
  - 1) Compliance with subdivision design standards in the City Code;
  - 2) No more than 4 lots;
  - 3) No public utility extensions or new streets are required to serve the subdivision;
  - 4) No stormwater detention is required to serve the subdivision;
  - 5) All lots meet minimum zoning standards.
- Complete the application and submit with all required attachments to the Community Development Division.
- The information you provide must be complete and accurate. If you have any questions please contact the Community Development Division.
- City staff will review the submittal for completeness and for compliance with applicable requirements. Staff will distribute the plans to other City departments for review when the application is complete.
- The Final Plat will be scheduled for Plan Commission review when staff has determined the plat is ready.

<b>1. Property Information:</b>	Location: 1920 McThurstan Ct., 1972 McThurstan Ct., 1985 McThurstan Ct., <del>1985 McThurstan Ct.</del> <i>St Charles, IL 60174</i>	
	Parcel Number (s): 09-33-329-073	
	Proposed Subdivision Name: St. Charles Prairie Centre Resubdivision No. 5	
<b>2. Applicant Information:</b>	Name: Shodeen Construction Company, L.L.C.	Phone: 630-444-8252
	Address: 77 N. 1st Street Geneva, IL 60134	Email: Dave@shodeen.com
<b>3. Record Owner Information:</b>	Name: Towne Centre Equities, L.L.C.	Phone: 630-444-8252
	Address: 77 N. 1st Street Geneva, IL 60134	Email: Dave@shodeen.com

**4. Required Attachments:**

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

**APPLICATION FEE:** \$300

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

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

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

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

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

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

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

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

**LETTER OF AUTHORIZATION:** If the property owner is not the applicant, an original letter of authorization from the property owner permitting the applicant to file the zoning application with the City of St. Charles for the subject property.

**PARK AND SCHOOL LAND/CASH WORKSHEETS:** *For residential developments only.* Use the attached worksheet to calculate the estimated population and student yields and resulting land/cash contributions in accordance with Title 16 of the St. Charles Municipal Code.

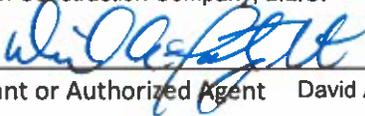
**INCLUSIONARY HOUSING WORKSHEET:** *For residential developments only.* Use the attached worksheet to calculate the affordable unit requirement and indicate how the development will comply with Title 19 of the St. Charles Municipal Code.

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

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

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

**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.**

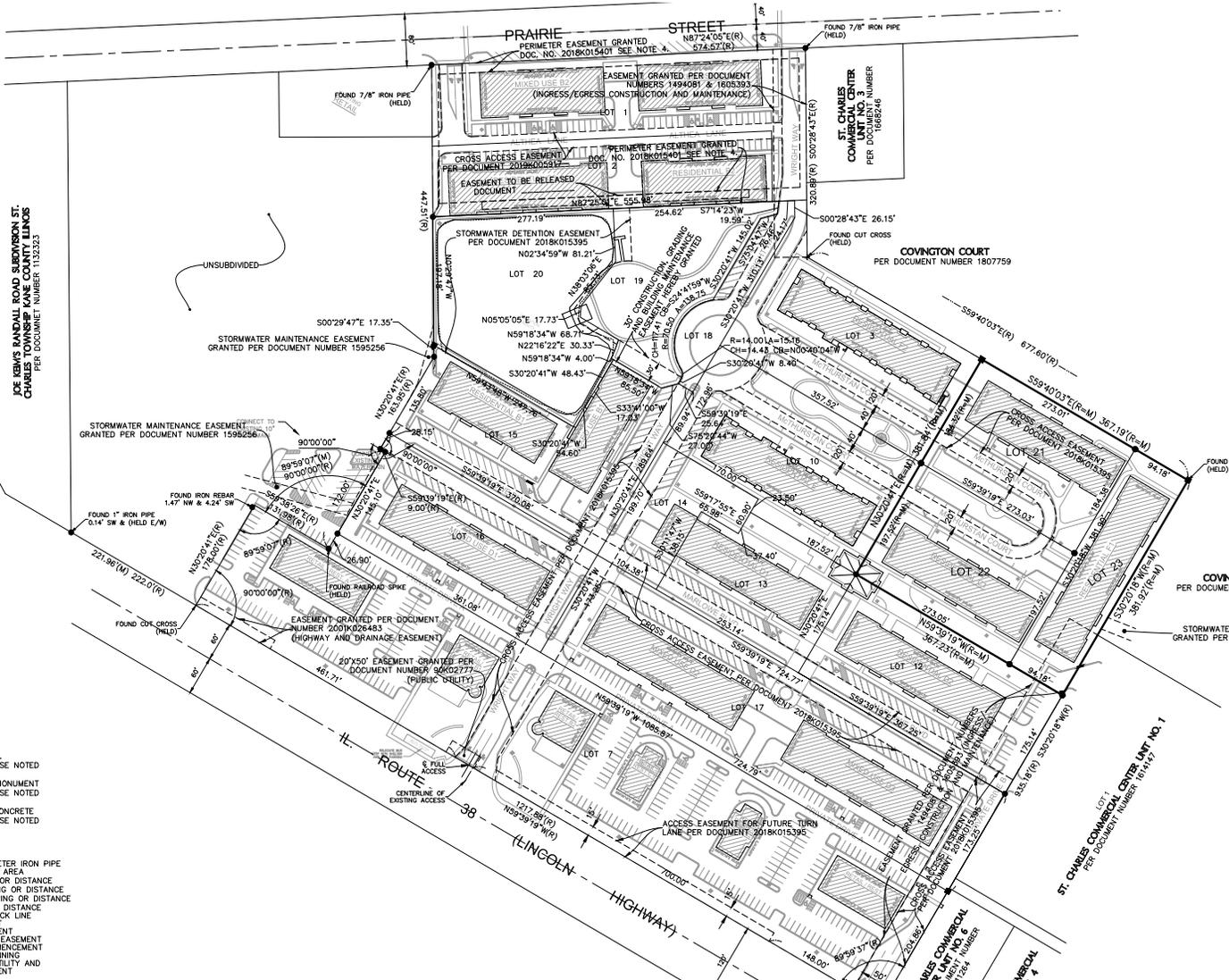
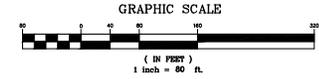
	03/02/2022
Record Owner Craig A. Shodeen; a Manager	Date
Shodeen Construction Company, L.L.C.	
	03/02/2022
Applicant or Authorized Agent David A. Patzelt; President	Date



# EXHIBIT ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 5

IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

P.I.N. 09-33-329-073



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
  - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
  - ✦ SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED
- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - N.E.A. = NON EASEMENT AREA
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - - - EASEMENT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

- NOTES:**
- NOTES ON THE ST. CHARLES PRAIRIE CENTRE SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2018K015395, GRANTED A BLANKET UTILITY AND DRAINAGE EASEMENT AND CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT IN THE UNDERLYING LAND (EXCEPT FOR BUILDINGS AND PUBLIC ROADS AS SHOWN ON PRAIRIE CENTRE PUD SITE PLAN IN CITY ORDINANCE #2017-2-15 OR CITY APPROVED BUILDING LOCATIONS).
  - THE DECLARATION OF PROTECTIVE COVENANTS FOR PRAIRIE CENTRE SUBDIVISION, DOCUMENT NO. 2018K015401, GRANTED AND RESERVED BY THE OWNER OR THROUGH A DEVELOPER, THE FOLLOWING EASEMENTS AND RIGHTS:
    - A NON-EXCLUSIVE, BLANKET UTILITY EASEMENT.
    - A CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT OR CITY PUBLIC SERVICE EASEMENT OVER DRIVEWAYS.
    - A NON-EXCLUSIVE 'PRIVATE CROSS-EASEMENT FOR INGRESS AND EGRESS'.
    - A NON-EXCLUSIVE 'PRIVATE CROSS-EASEMENT FOR PARKING'.
  - PERIMETER EASEMENTS: (I) FIFTEEN (15) FEET IN WIDTH ALONG EACH COMMERCIAL SITE BOUNDARY LINE THAT ABUTS A PUBLIC STREET
  - RIGHT-OF-WAY: (II) TWENTY (20) FEET IN WIDTH ALONG EACH COMMERCIAL SITE BOUNDARY LINE THAT DOES NOT ABUT ANOTHER COMMERCIAL SITE OR A STREET RIGHT-OF-WAY, AND (III) TEN (10) FEET IN WIDTH ALONG ALL OTHER BOUNDARY LINES OF EACH COMMERCIAL SITE.
  - RIGHTS FOR 'ADDITIONAL EASEMENTS' AS NECESSARY FOR UTILITY OR DRAINAGE.
  - SEE ST. CHARLES PRAIRIE CENTRE, DOCUMENT NO. 2018K015395 FOR ACCESS.

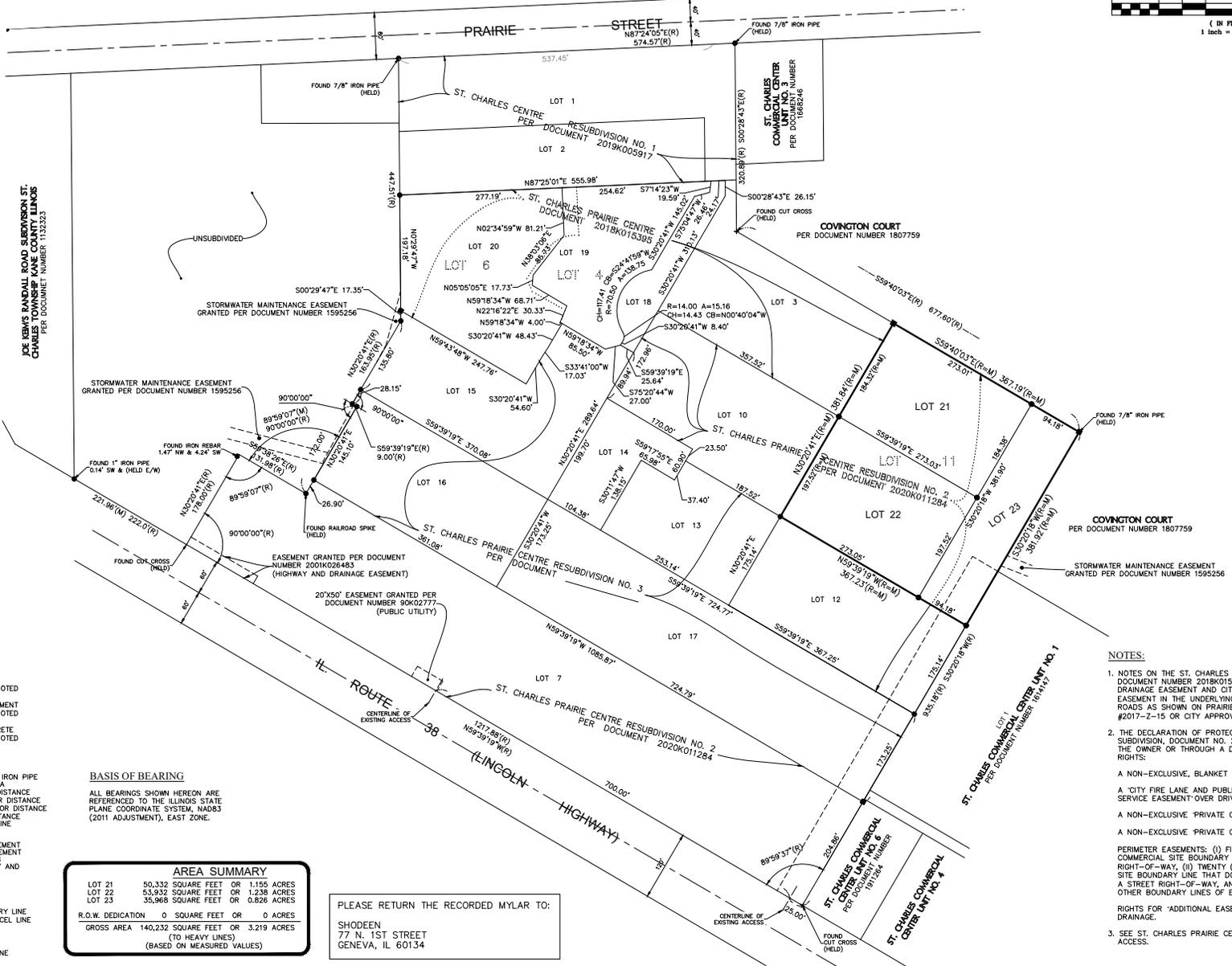
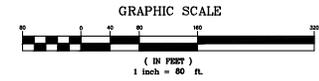
PROJECT		ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 5	
CLIENT		SHOBBEN GROUP, LLC	
DATE		3/7/22	
BY		[Signature]	
CHECKED BY		[Signature]	
DATE		3/7/22	
SCALE		1" = 80'	
PAGE		1 OF 1	

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COMPASS SURVIVING LTD.

# FINAL PLAT OF SUBDIVISION ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 5

IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

P.L.N. 09-33-329-073



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
  - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
  - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - N.E.A. = NON EASEMENT AREA
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

**BASIS OF BEARING**

ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

AREA SUMMARY	
LOT 21	50,332 SQUARE FEET OR 1.155 ACRES
LOT 22	53,932 SQUARE FEET OR 1.238 ACRES
LOT 23	35,968 SQUARE FEET OR 0.826 ACRES
R.O.W. DEDICATION	0 SQUARE FEET OR 0 ACRES
GROSS AREA	140,232 SQUARE FEET OR 3.219 ACRES (TO HEAVY LINES)
	(BASED ON MEASURED VALUES)

PLEASE RETURN THE RECORDED MYLAR TO:  
SHODEEN  
77 N 1ST STREET  
GENEVA, IL 60134

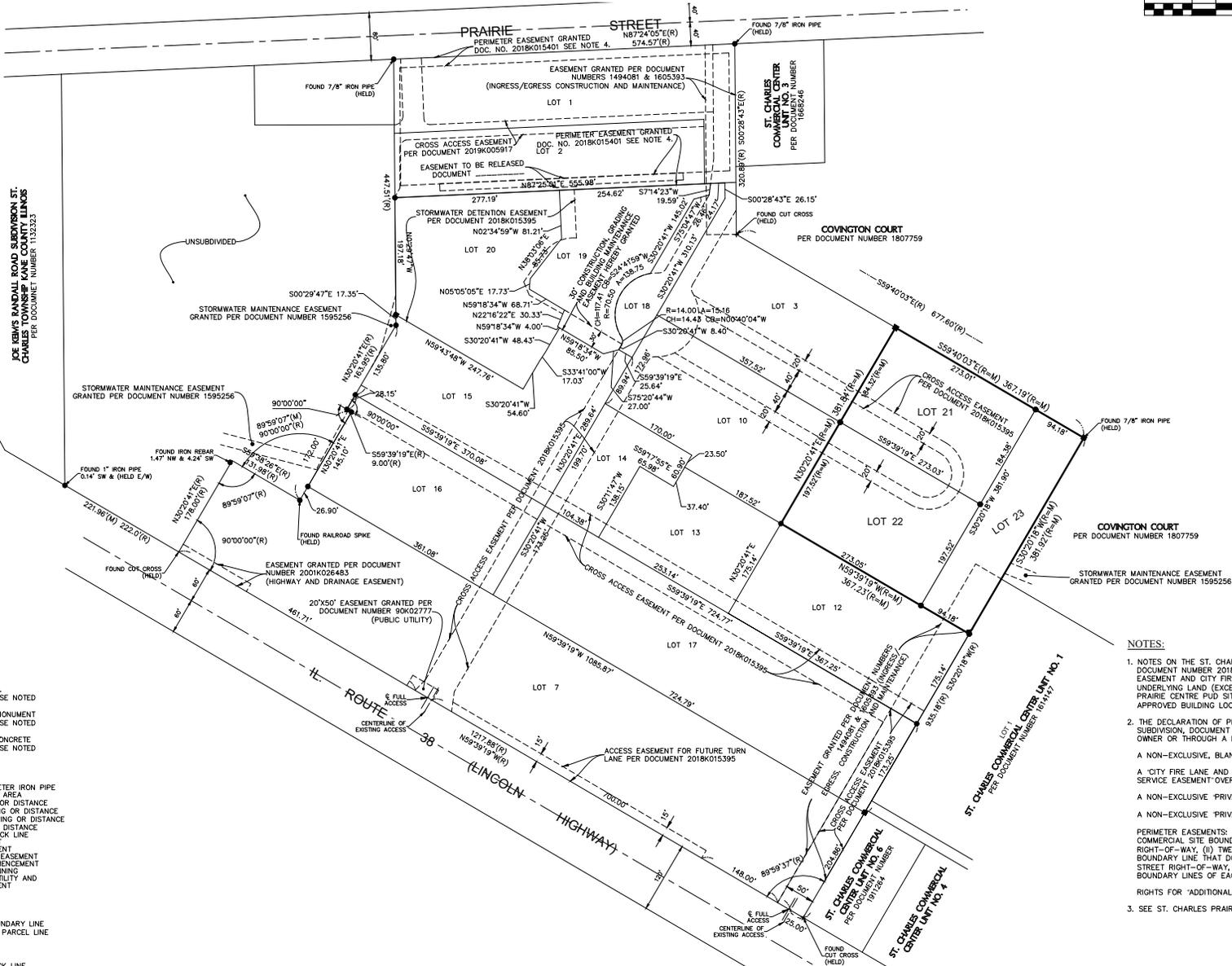
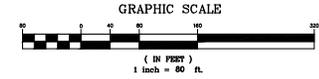
- NOTES:**
- NOTES ON THE ST. CHARLES PRAIRIE CENTRE SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2018K015395, GRANTED A BLANKET UTILITY AND DRAINAGE EASEMENT AND CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT IN THE UNDERLYING LAND (EXCEPT FOR BUILDINGS AND PUBLIC ROADS AS SHOWN ON PRAIRIE CENTRE PUD SITE PLAN IN CITY ORDINANCE #2017-2-15 OR CITY APPROVED BUILDING LOCATIONS.)
  - THE DECLARATION OF PROTECTIVE COVENANTS FOR PRAIRIE CENTRE SUBDIVISION, DOCUMENT NO. 2018K015401, GRANTED AND RESERVED BY THE OWNER OR THROUGH A DEVELOPER, THE FOLLOWING EASEMENTS AND RIGHTS:
    - A NON-EXCLUSIVE, BLANKET UTILITY EASEMENT.
    - A 'CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT' OR 'CITY PUBLIC SERVICE EASEMENT' OVER DRIVEWAYS.
    - A NON-EXCLUSIVE 'PRIVATE CROSS-EASEMENT FOR INGRESS AND EGRESS'.
    - A NON-EXCLUSIVE 'PRIVATE CROSS-EASEMENT FOR PARKING'.
- PERIMETER EASEMENTS: (I) FIFTEEN (15) FEET IN WIDTH ALONG EACH COMMERCIAL SITE BOUNDARY LINE THAT ABUTS A PUBLIC STREET RIGHT-OF-WAY, (II) TWENTY (20) FEET IN WIDTH ALONG EACH COMMERCIAL SITE BOUNDARY LINE THAT DOES NOT ABUT ANOTHER COMMERCIAL SITE OR A STREET RIGHT-OF-WAY, AND (III) TEN (10) FEET IN WIDTH ALONG ALL OTHER BOUNDARY LINES OF EACH COMMERCIAL SITE.
- RIGHTS FOR 'ADDITIONAL EASEMENTS' AS NECESSARY FOR UTILITY OR DRAINAGE.
3. SEE ST. CHARLES PRAIRIE CENTRE, DOCUMENT NO. 2018K015395 FOR ACCESS.

COMPASS SURVIVING LTD	
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING	
2841 GARDNER WOODS PARKWAY, SUITE 100 770 N. FIRST STREET GENEVA, IL 60134 PHONE: 630.230.0100 FAX: 630.230.0101 EMAIL: INFO@COMPASSSURVIVING.COM	
PROJECT: ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 5 CLIENT: SHODEEN GROUP, LLC SURVEYOR: ST. CHARLES, ILLINOIS DATE: 3/7/22 PLO: N/A DRAWN BY: MKA CHECKED BY: SK BOOK: N/A PLS: N/A BY:	TOWNE CENTRE EQUITIES, LLC 77 NORTH FIRST STREET GENEVA, IL 60134 OWNER: SUBDIVISION DATE:
SCALE: 1" = 60'	
1 OF 3	
J:\PDATA\2022\PROJECTS\22.0042\22.0042_PSUBD.DWG PROJ. NO.: 22.0042	

# FINAL PLAT OF SUBDIVISION ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 5

P.I.N. 09-33-329-073

IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS



JOE REVAS RANDALL ROAD, SEBASTIAN ST.,  
CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS  
PER DOCUMENT NUMBER 1133233

- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
  - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
  - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

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  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - - - EASEMENT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

- NOTES:**
- NOTES ON THE ST. CHARLES PRAIRIE CENTRE SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2018K015395, GRANTED A BLANKET UTILITY AND DRAINAGE EASEMENT AND CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT IN THE UNDERLYING LAND (EXCEPT FOR BUILDINGS AND PUBLIC ROADS AS SHOWN ON PRAIRIE CENTRE PUD SITE PLAN IN CITY ORDINANCE #2017-2-15 OR CITY APPROVED BUILDING LOCATIONS).
  - THE DECLARATION OF PROTECTIVE COVENANTS FOR PRAIRIE CENTRE SUBDIVISION, DOCUMENT NO. 2018K015401, GRANTED AND RESERVED BY THE OWNER OR THROUGH A DEVELOPER, THE FOLLOWING EASEMENTS AND RIGHTS:
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    - A CITY FIRE LANE AND PUBLIC PROTECTION EASEMENT OR CITY PUBLIC SERVICE EASEMENT OVER DRIVeways.
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 RIGHT-OF-WAY: (II) TWENTY (20) FEET IN WIDTH ALONG EACH COMMERCIAL SITE BOUNDARY LINE THAT DOES NOT ABUT ANOTHER COMMERCIAL SITE OR A STREET RIGHT-OF-WAY, AND (III) TEN (10) FEET IN WIDTH ALONG ALL OTHER BOUNDARY LINES OF EACH COMMERCIAL SITE.
- RIGHTS FOR 'ADDITIONAL EASEMENTS' AS NECESSARY FOR UTILITY OR DRAINAGE.
- SEE ST. CHARLES PRAIRIE CENTRE, DOCUMENT NO. 2018K015395 FOR ACCESS.

TOWNE CENTRE EQUITIES, LLC GENOVA, IL 60144	
<p>PROJECT: ST. CHARLES PRAIRIE CENTRE RESUBDIVISION NO. 5                  CLIENT: SHODREN GROUP, LLC                  2611 GARDNER WOODS PARKWAY, SUITE 100                  7710 FORT STREET                  HOUSTON, TEXAS 77057                  PHONE: 610.630.8100 FAX: 610.630.8101 EMAIL: SALES@COMPASSSURVIVING.ATD.COM</p>	<p>CONVEYOR: SUBDIVISION                  DATE: 3/7/22                  CHECKED BY: SK                  REVISIONS:                  DRAWN BY: MKA                  DATE: 3/7/22                  PLOTTED BY: MKA                  DATE: 3/7/22                  SCALE: 1" = 80'</p>
<p>2 OF 3</p>	



HC4

Refer to:	
Minutes	3-6-17
Page	

**City of St. Charles, Illinois**

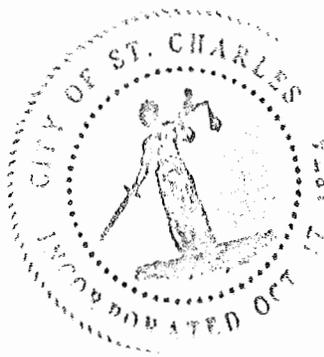
**Ordinance No. 2017-Z-5**

**An Ordinance Granting Approval of a Special Use for  
Planned Unit Development and PUD Preliminary Plan  
(Prairie Centre PUD – former St. Charles Mall site)**

**Adopted by the  
City Council  
of the  
City of St. Charles  
March 6, 2017**

**Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, March 13, 2017**

*Nancy Garrison*  
\_\_\_\_\_  
City Clerk



**(SEAL)**

**City of St. Charles, IL**  
**Ordinance No. 2017-Z- 5**

**An Ordinance Granting Approval of a Special Use for Planned Unit  
Development and PUD Preliminary Plan  
(Prairie Centre PUD – former St. Charles Mall site)**

WHEREAS, on or about August 8, 2016, Shodeen Group, L.L.C. (the “**Applicant**”), with authorization from Towne Centre Equities, L.L.C. (the “**Owner**”), filed petitions for 1) Special Use for Planned Unit Development (“**PUD Petition**”) for the purpose of establishing a new Planned Unit Development for the “**Prairie Centre PUD**” and the governing standards for same, and 2) PUD Preliminary Plan, as to the real estate described in Exhibit “A”; said Exhibit being attached hereto and made a part hereof, (the “**Subject Property**”); and,

WHEREAS, the required Notice of Public Hearing on said PUD Petition was published on or about October 1, 2016, in a newspaper having general circulation within the CITY, to-wit, the Kane County Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the CITY; and,

WHEREAS, pursuant to said notice, the Plan Commission conducted a public hearing, which was held in multiple sessions on October 18, 2016, December 6, 2016 and January 10, 2017 (collectively, the “**Public Hearing**”) in accordance with the statutes of the State of Illinois and the ordinances of the CITY; and,

WHEREAS, at said Public Hearing, the Applicant and its agents and witnesses presented testimony in support of said PUD Petition and all interested parties were afforded an opportunity to be heard; and,

WHEREAS, on November 17, 2016, the City’s Housing Commission met and reviewed the Applicant’s Inclusionary Housing Worksheet submitted by the Applicant pursuant to the City’s Inclusionary Housing Ordinance, Chapter 19.02, and recommended approval of a variance to Section 19.02.100 “Location, Phasing and Design” to allow the Developer, at its discretion, to place the affordable units to be provided in one or more buildings instead of being dispersed among the market rate dwelling units as required by Section 19.02.100.A.; and,

WHEREAS, on January 17, 2017, the Plan Commission recommended approval of said PUD Petition and PUD Preliminary Plan; and,

WHEREAS, the Planning & Development Committee of the City Council also recommended approval of said PUD Petition on or about February 21, 2017; and,

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

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

1. The passage of this Ordinance shall constitute approval of a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant's PUD Petition and the supplemental materials, supplemental requests, and evidence presented at the Public Hearing, the City Council hereby finds that the Planned Unit Development for the Prairie Centre PUD is in the public interest and adopts the Findings of Fact for Special Use for Planned Unit Development, set forth on **Exhibit "B"**, said Exhibit being attached hereto and made a part hereof, which findings are attached hereto and incorporated herein.

2. The passage of this Ordinance shall also constitute approval of (i) the Prairie Centre PUD Preliminary Plan, attached hereto and incorporated herein as **Exhibit "C"** (the "**PUD Site Plan**") said Exhibit being attached hereto and made a part hereof, as well as (ii) the following documents and illustrations reduced copies of which are attached hereto as **Exhibit "D"** (said Exhibit being attached hereto and made a part hereof), subject to compliance with such conditions, corrections, and modifications as may be reasonably required by the Director of Community & Economic Development and the Director of Public Works in order to comply with those requirements of the St. Charles Municipal Code that are not otherwise modified by the departures approved in the succeeding Section 3 (collectively, the "**Supplemental PUD Plans**"), to wit:

- Preliminary Engineering Plans prepared by ESM Civil Solutions, titled "Preliminary Engineering Plans for Prairie Centre" , with last revision date of March 3, 2017;
- Preliminary Plat of Subdivision prepared by prepared by Compass Surveying, with last revision date of September 16, 2016;
- Landscape Plan prepared by OKW Architects, with last revision date of February 1, 2017;
- Architectural Elevations prepared by OKW Architects, with last revision date of February 1, 2017;

The PUD Site Plan and the Supplemental PUD Plans listed in this Section 2 are herein collectively called the "**Approved Preliminary PUD Plans**".

3. The passage of this Ordinance shall also constitute approval of those departures and deviations from the St. Charles Municipal Code and those additional approvals as are set forth on **Exhibit "E"** (the "**Departures and Deviations**"), said Exhibit being attached hereto and made a part hereof.

4. The Prairie Centre PUD is initially being approved as a single-lot subdivision (with the single lot being called the "**Original Lot**") on which multiple buildings (as shown on the PUD Plan) may be constructed. The Original Lot within the Prairie Centre PUD may be hereafter be

re-subdivided into one or more additional lots (each a “**Resubdivided Lot**”) as hereafter provided without requiring further amendment to this Ordinance.

5. Future changes to any one or more of the Approved Preliminary PUD Plans may be reviewed and approved in accordance the procedures contained in Title 17 of the St. Charles Municipal Code, Section 17.04.430, “Changes in Planned Unit Developments”, but with the following modifications to said Section 17.04.430 for purposes of Prairie Centre PUD only, to wit:

(a) “**Major Changes**” shall mean changes of the following magnitude to the Approved Preliminary PUD Plans. A Major Change shall require approval of an amendment to this PUD Ordinance following a public hearing (but not a new concept review, unless the essential “mixed use” nature of the Prairie Centre Project is proposed to be changed). Without limiting the foregoing, “Major Changes” expressly include the following types of changes:

- (i) A reduction in the acreage of open space or common open space by 10% or more.
- (ii) An increase in the total number of dwelling units within the PUD above 670 units (comprised of 609 units plus a “density bonus” of 61 designated affordable units).
- (iii) A change in the types of dwelling units from attached multi-family to detached single family.
- (iv) A reduction by 30% or more in number of parking spaces below the number of parking spaces otherwise required by the methodology in **Exhibit “F”**, said Exhibit being attached hereto and made a part hereof.
- (v) An increase to 30% or more in the percentage credit for shared parking as otherwise allowed in **Exhibit “F”** attached hereto.
- (vi) An expansion by 10% or more of any building footprint (other than by reason of the combination of 2 buildings into 1).
- (vii) Any modifications to the provisions of this PUD ordinance, including the provisions listed in the Departures and Deviations and Other Approvals and Agreements exhibits, not otherwise allowed as a Minor Change or an Authorized Administrative Change.

(b) “**Minor Changes**” shall mean changes that are not defined above as “Major Changes” or as changes subject to administrative authorization below, and which do not change the concept or intent of the PUD herein approved, including, without limitation:

- (i) any changes to building footprint location that (A) lengthens any exterior wall by more than ten feet on any side but less than twenty feet (excluding, however, expansions to building footprints made to connect two buildings, which connective expansions shall be treated as Authorized Administrative Changes), and (B) has no material adverse impact on any building setback requirement (excluding, however, expansions to building footprints made to connect two

buildings, which connective expansions shall be treated as Authorized Administrative Changes);

(ii) any change to a drive aisle location greater than twenty-five feet.

(c) “**Authorized Administrative Changes**” for the Prairie Centre PUD include changes which are not Major Changes or Minor Changes as defined above. Without limiting the foregoing, Authorized Administrative Changes expressly include the following types of changes:

- (i) A reduction by 5% or less in the acreage of open space or common open space
- (ii) A reduction of 15% or less in the number of parking spaces below the number of parking spaces otherwise required by the methodology in Exhibit F attached hereto
- (iii) An increase from 15% to less than 30% in the percentage credit for shared parking as otherwise allowed in **Exhibit “F”** attached hereto.
- (iv) An expansion of any building footprint (other than by reason of the combination of 2 buildings into 1) by 5% or less.
- (v) Any changes to the exterior architecture that, in the discretion of City Staff, do not materially detract from or diminish the essential style or quality of the building architecture as originally approved herein
- (vi) Any changes to landscaping that, in the discretion of City Staff, do not materially detract from or diminish the essential style or quality of the landscape plan as originally approved herein.
- (vii) Any changes to building footprint location that is within the dashed black lines on the Approved Preliminary PUD Plans and made so as to achieve building connectivity;
- (viii) Any changes to building footprint location that reduces the area of the building footprint and has no material adverse impact on any building setback requirement;
- (ix) Any changes to building footprint location that (A) lengthens any exterior wall by less than ten feet on any side, and (B) has no material impact on any building setback requirement.
- (x) Any change to a drive aisle location that is less than twenty-five feet.
- (xi) Any change to a drive aisle location that adds parking stalls.
- (xii) The installation of all signs within the development, within the requirements established herein.

6. The Subject Property shall be developed only in substantial accordance with Approved Preliminary PUD Plans (as same may be modified pursuant to Section 5 above), and with all other ordinances of the City as now in effect that are not otherwise herein amended (or as to which departures and / deviations are herein approved on **Exhibit “E”**), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. Zoning: The Subject Property shall remain subject to the requirements of the BR Regional Business Zoning District, as amended, and all other applicable requirements

of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the Departures and Deviations attached hereto and incorporated herein as **Exhibit "E"**.

- b. Subdivision: The subject property shall be considered a single PUD zoning lot for the purpose of Zoning Ordinance compliance. The subject property may be further subdivided to create separate Resubdivided Lots for any one or more freestanding buildings constructed on the Subject Property so long as such freestanding building(s) are in compliance with the Approved Preliminary PUD Plans. Such resubdivision shall require the submission of a Final Plat of Subdivision application, pursuant to the procedures and requirements of Title 16 of the St. Charles Municipal Code, for review by the City, subject to the deviations and departures herein approved. At the time of resubdivision application, the applicant shall demonstrate that all necessary easements (including, but not limited to, access by way of on-site cross-access easements, parking and utilities) have been provided to adequately serve the proposed lot.
- c. Owners' Association: If the Subject Property is later resubdivided into multiple lots having two or more separate owners, then the Applicant shall create a property owners' association ("**Owners' Association**") and create a Declaration of Covenants, Conditions & Restrictions ("**CCRs**") that clearly identify all responsibilities of the Owners Association with respect to the use, maintenance and continued protection of common access easements and other open space and improvements in the Subject Property, including, but not limited to, the stormwater detention facility, drive aisles, sidewalks, trails, common areas, bicycle lock-ups, street furniture, plantings, lighting, trash removal and the off-street parking areas. Such CCRs shall be in a form reasonably acceptable to the City and shall be recorded immediately following the recording of the Final Plat of Resubdivision for the Subject Property.
- d. Special Service Area: Following a recording of the Final Plat of Subdivision, the City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Property. The Record Owner shall not sell or transfer ownership of any individual lots within the Subject Property until such Special Service Area has been established. Such Special Service Area shall be of perpetual duration with a maximum rate sufficient to provide for maintenance, repair, and reconstruction of such facilities. Such Special Service Area may provide for maintenance by the City in the event that stormwater management facilities or other facilities are not adequately maintained by the Owner or successors.
- e. School and Park Contributions: The School contributions shall be provided by the Applicant as cash in lieu of land in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time. The Park contribution shall be provided by the Applicant as a combined contribution of land and cash (or as otherwise agreed between the Applicant and the Park District) in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time.

f. **Inclusionary Housing:** For purposes of complying with the City's Inclusionary Housing Ordinance (Title 19.02 of the Municipal Code, the "**Inclusionary Housing Ordinance**"):

1. For a period of three (3) years from and after the date of passage of this Ordinance (the "**3-Year Period**"), the Developer shall reserve buildings C3 and B2 on the PUD Site Plan for a building or buildings containing residential units where the occupancy is restricted to residents age 55 or older, and the units meet the definition of an affordable unit in the Inclusionary Housing Ordinance ("**Senior Affordable Project**"). The Senior Affordable Project shall contain not less than the lesser of (i) minimum number of Affordable Units required to comply with the requirements of the City's Inclusionary Housing Ordinance as in effect as of the expiration of the 3-Year Period or (ii) ten percent (10%) of the non-"affordable" residential units constructed by the Developer. For the absence of doubt, recognizing that a Senior Affordable Project requires special financing often involving publicly awarded tax credits, and that the Developer does not normally engage in such projects, the Developer shall not be expected to itself develop and construct such a Senior Affordable Project, but may instead use good faith efforts to find a third-party developer for same.
2. A deviation to Section 19.02.100 "Location, Phasing and Design" is hereby granted to allow the Developer, at its discretion, to place the senior affordable units to be provided in one or more buildings instead of being dispersed among the market rate dwelling units as required by Section 19.02.100.A.
3. The Affordable Housing Agreement to be entered into between the City and the Applicant pursuant to Section 19.02.140 of the Municipal Code is set forth on **Exhibit "G"**, said Exhibit being attached hereto and made a part hereof, and is hereby approved. The Affordable Housing Agreement may be amended in accordance with the terms of the Agreement, without needing to amend this Ordinance.

g. **Site Plan Approval.** Provided that a building permit application is submitted for the construction of any one or more building and associated site improvements that substantially conforms to the Approved PUD Preliminary Plan (with departures, if any, limited only to matters that qualify as a Minor Change or Authorized Administrative Changes), then there shall be no requirement for any so-called site plan approval before the City's Plan Commission as a condition of the issuance of any such building permit.

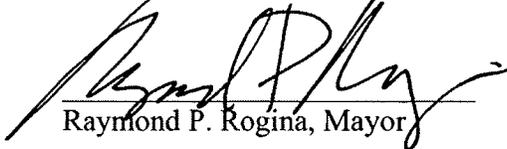
7. This Ordinance shall not be modified, amended or revoked by the City prior to the twentieth (20<sup>th</sup>) anniversary hereof without the consent of the Owner or the Owner's successors in interest to the Subject Property.

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

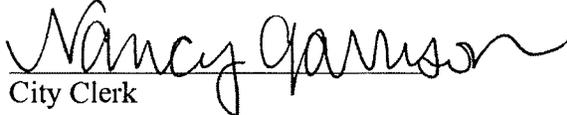
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of March, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of March, 2017.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 6th day of March, 2017.

  
Raymond P. Rogina, Mayor

Attest:

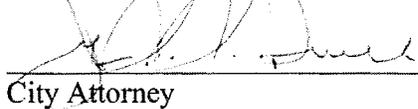
  
Nancy Garrison  
City Clerk



COUNCIL VOTE:

Ayes: 6  
Nays: 4  
Absent: 0  
Abstain: 0

APPROVED AS TO FORM:

  
City Attorney

DATE: 3/4, 2017

**Exhibit “E”**

**PUD Standards-Departures and Deviations and Other Approvals**

**Uses**

1. The total number of residential dwelling units may include up to 609 dwelling units plus a density bonus of up to Sixty-one (61) units (10%) for dwelling units that are constructed and that meet the definition of “Affordable Units” in the Inclusionary Housing Ordinance. In no event shall the aggregate number of dwelling units exceed 670, and in no event shall the dwelling units not qualifying as “Affordable Units” exceed 609.
2. First floor multi-family residential shall be permitted in all of the buildings shown on the PUD Site Plan except for (i) those abutting State Route 38, labelled as Retail/Restaurant buildings A, B1, B2, C1, C2 and D, and (ii) those buildings labeled Mixed Use D1, D2 and D3.
3. Multi-family residential units may be established on the second and higher floors of all buildings shown on the PUD Plan except for buildings abutting State Route 38, and labelled as “Retail / Restaurant buildings A, B1, B2, C1, C2 and D”.
4. Senior living facilities of all types (i.e., independent, assisted, skilled nursing and memory care) and Affordable Housing Units facilities shall be permitted where residential use is permitted herein, with Affordable Housing Units to be constructed as provided in the Affordable Housing Agreement to be entered into between the City and the Applicant.
5. Private outdoor recreation to accommodate a private swimming pool and other water-features as shown on the PUD Site Plan shall be allowed. Swimming pools and exercise facilities are permitted within any building.
6. Multi-family dwellings shall be permitted either as apartment buildings for rent and/or condominium buildings for sale.
7. Drive-Through Facilities shall be permitted uses for buildings abutting State Route 38, labelled as Retail/Restaurant buildings A, B1, B2, C1, C2 or D, subject to the requirements applicable to Drive-Through Facilities in the Municipal Code.
8. Mixed Use Buildings B1, B2, and/or B3 may or may not, all at the discretion of the Developer, include first floor commercial space, based upon market demand for additional commercial space or lack thereof. For the first 36 (36) months after the enactment of this Ordinance, the Developer shall endeavor to find commercial users for, and build out first floor commercial space, within said buildings. After the thirty-sixth (36<sup>th</sup>) month, the Developer may declare, by written notice to the City, any one (1) of these three buildings to be all-residential. After the forty-eighth (48<sup>th</sup>) month, the Developer may declare, by written notice to the City, any two (2) of these three buildings to be all-residential. After the sixtieth (60<sup>th</sup>) month, the Developer may declare, by written notice to the City, all three (3) of these three buildings to be all-residential. Any of such buildings constructed without provision for commercial space on the ground level may be constructed as a 100% “residential” building, in the same style and scale as other all-residential buildings otherwise permitted by the PUD Plan (such as building D1) may be constructed.
9. The Developer may make other changes to the Approved Preliminary PUD Plans as provided in Section 5 of this Ordinance, Such changes shall not result in additional departures or deviations not otherwise identified or allowed in this Ordinance.

10. The combination (connection) of two or more buildings shown on the PUD Site Plan at any one or more of their floors into one building, or the separation of any one building shown on the PUD Plan into two buildings, shall be permitted.
11. The Developer may increase or decrease the number of retail buildings and associated square footage with respect to those buildings shown on the PUD Site Plan as abutting Illinois State Route 38 (now labeled as Retail/Restaurant buildings A, B1, B2, C1, C2 or D), it being agreed and understood that the number of buildings, and associated square footage may be increased or decreased as the market may demand at the discretion of the Developer, provided, however, that residential may not be included in any of these buildings abutting State Route 38.

### Subdivision and Phasing

12. The Prairie Centre PUD will be initially platted and developed as a one-lot subdivision, with multiple buildings on this single lot as shown on the PUD Site Plan. No internal streets (whether public or private) need be established within the one-lot subdivision but, instead, a permanent blanket cross-access easement shall be established over the entire subdivision as shown on the Preliminary Plat of Subdivision; provided, however, that such blanket cross-access easement shall not include (and shall be deemed to be released from) areas where buildings are hereafter constructed and where private drives to garages are provided as allowed by the Approved Preliminary PUD Plans. The blanket cross-access easement shall provide access between all buildings to the adjacent public streets of Illinois State Route 38 on the south, and Prairie Street on the north, and to the east and west property lines at locations where cross access connections to adjacent properties are shown on the PUD Site Plan.
13. The single-lot may, at the discretion of the Owner/Developer, later be resubdivided into one or more additional lots (each an “**Additional Lot**”), and such resubdivision shall be deemed a change subject to Administrative Change to the PUD; provided, however, that the plat of resubdivision, itself, shall require processing and approval as provided in Title 16 of the St. Charles Municipal Code. As to any one or more Lots created by the initial plat of subdivision of any plats of resubdivision that may be established with respect to the Prairie Centre Project, the following shall apply:
  - a. No internal streets (whether public or private) need be established within the one-lot subdivision or any further re-subdivisions thereof, provided a blanket cross access easement over the entire site has been established as provided in item 11 above;
  - b. There shall be no restriction requiring not more than one principal building per lot;
  - c. There shall be no minimum lot area;
  - d. There will be no minimum lot width;
  - e. There will be no maximum building coverage area;
  - f. There will be no maximum gross floor area per building provided that each building footprint shall be in substantial accordance with the PUD Site Plan (subject, however, to the provision that buildings shown on the PUD Site Plan may be connected or divided.)
14. There shall be no maximum block length.
15. Lots need not be rectangular in shape.
16. Double-frontage lots abutting internal access easements shall be permitted as shown on the Approved PUD Site Plan.
17. No perimeter utility easement shall be required with respect to any lot or Additional Lot provided a blanket utility easement has been provided, as shown on the Preliminary Plat of Subdivision. Such blanket easement shall not include areas where buildings are to be constructed as shown on the approved PUD Site Plan.

18. Notwithstanding the provisions of Section 16.04.120 of the Municipal Code, the Developer shall be entitled to construct in phases the Prairie Centre Project as approved by the Approved Preliminary PUD Plans, with such phased construction of buildings to be based on market demand. In connection with such phased construction and build-out, the Developer shall only be required to construct, and provide security (by way of bond, letter of credit or cash) for (and to provide a completion guaranty with respect to) the public improvements and other Land Improvements contemplated by the Approved Preliminary PUD Plans which, in the reasonable judgment of the City's engineer, are required to (i) support the buildings being constructed and / or (ii) to assure the safety of the occupants of said buildings.
19. Irrespective of the order in which buildings are constructed, the Developer shall construct, and provide security (by way of bond, letter of credit or cash) for (and to provide a completion guaranty with respect to) the following improvements contemplated by the Approved Preliminary PUD Plans concurrent with the first phase of construction:
  - a. Disconnection of the sanitary sewer at the property line of the Covington Court Subdivision and construction of a new sanitary sewer line connecting the sanitary sewer system located on the site to an existing sanitary sewer located along Illinois State Route 38 near 14<sup>th</sup> Street, all as depicted on the Preliminary Engineering Plans.
  - b. Installation of the on-site stormwater detention basin as depicted on the Preliminary Engineering Plans. Installation of the stormwater detention system may be phased provided that at each phase, the developer can demonstrate that the project is in compliance with the requirements of the City's Stormwater Management Ordinance, Title 18 of the Municipal Code. The total detention volume within the off-site 14<sup>th</sup> Street detention basin shall be based upon the actual volume as determined by survey information.
  - c. Installation of the north-south boulevard from Illinois State Route 38 to Prairie Street as shown on the PUD Site Plan; provided, however, that (i) installation of the section located between Prairie Street and the roundabout may be deferred in order to accommodate construction of Residential Buildings C3, B2, F2 and E, and (ii) installation of the final surface may be deferred as reasonably required to avoid damage due to anticipated construction.

### Setbacks

20. There will be no parking or building setbacks from interior lot lines.
21. The setbacks from the Prairie Street right-of-way and the Illinois State right-of-way shall be as follows:
  - a. 10 feet building setback from Prairie Street;
  - b. 25 feet building setback from Route 38
  - c. 0 feet parking setback from Prairie Street if on-street parking is provided, otherwise 10 feet
  - d. 25 foot parking setback from Route 38
22. Only side yard requirements shall be from the east and west outside property lines on the entire project, as follows:
  - a. 10 feet building setback for residential Building F1 from the east property line, otherwise 15 feet along the east property line;
  - b. 15 feet building setback along the north east property line (for residential Buildings F2 and C2);
  - c. 10 feet building setback line from the west property line with respect to Retail Restaurant A, otherwise 15 feet along the west property line

- d. 0 parking setback from both the east and west outside project lot lines.

### Landscaping

- 23. No Landscape Buffer Yard, as defined in the Municipal Code, shall be required anywhere within the Project.
- 24. Landscaping for the Project shall be deemed satisfied by the landscaping shown in the Approved Preliminary PUD Site Plans, subject to the following:
  - a. Notwithstanding the provisions of Section 17.26.080 of the Municipal Code, building foundation landscaping would not be required along mixed-use buildings and retail/residential buildings, but shall be provided along residential buildings where shown on the Approved Preliminary PUD Site Plans.
  - b. Notwithstanding the provisions of Section 17.26.090.A of the Municipal Code, public street frontage landscaping would not be required along Prairie Street (but would be required along Illinois Route 38).
  - c. Notwithstanding the provisions of Section 17.26.090.C of the Municipal Code, the landscape plans which are submitted as part of the approved Preliminary PUD Plans shall satisfy/replace the 10% internal landscape area requirement contained in the Municipal Code.

### Building Design

- 25. The maximum building height for a mixed-use building with a flat roof and a residential building with a pitched roof shall be 52 feet in height, and the maximum height for the retail buildings that abut Illinois State Route 38 shall be 40 feet in height. Mixed use buildings with a pitched roof have a maximum height of 64 feet, with such height to be measured from the average grade around the perimeter of the foundation to the average ridge height.
- 26. Building architecture deviations and departures are approved as follows:
  - a. The residential and mixed-use building architecture is approved notwithstanding the requirements of Section 17.06.030.A.1 of the Municipal Code;
  - b. Architecture for the retail/restaurant buildings shall be submitted for review as a PUD Preliminary Plan under Section 17.04.410.F of the Municipal Code.
- 27. The use of the following exterior building materials is hereby permitted: masonry; precast; glass; cement fiber siding and trim; aluminum fascia; aluminum soffits; aluminum gutters; aluminum storefront; vinyl windows.
- 28. For any Mixed Use or Residential buildings that are connected together as depicted on the PUD Site Plan, in order to reduce the apparent mass and monotony of the buildings, the connection between the buildings shall 1) be set back from the adjacent front and rear elevations for a sufficient distance to provide a clear visual break in the wall plane of the building and 2) incorporate design elements that contrast from the design of the remainder of the elevation. Examples of contrasting elements include varying façade materials or patterns, fenestration, or rooflines.

### Signs

- 29. Signage shall be permitted per Exhibit "H" and shall be reviewed as an Authorized Administrative Change.

Parking

30. A parking deviation is hereby approved so as to provide for the calculation of required parking spaces using the methodology and “Spaces Required” for each type of use as shown on Exhibit F attached hereto (with the parking spaces required though the use of Exhibit F being called the “PUD Parking Requirements”). At the time of each building permit application by the Developer, the City shall require that the Developer have (or to then put) in place only the parking spaces required to serve (i) the previously built buildings and (ii) those new buildings as to which the building permit pertains. Although the Approved Preliminary PUD Plans show that the project could provide as many as 1,426 parking spaces (on and below grade), the Developer shall only be required to provide the number of parking spaces equal to that number produced by calculation made pursuant to the methodology contained in Exhibit “F”, and then only incrementally as necessary to serve the project as the PUD project is being incrementally constructed. Notwithstanding the foregoing, the City may hereafter allow (as an Authorized Administrative Change) an increase in the “Reduction for Shared Parking” showing on Exhibit “F” (with a corresponding reduction in the PUD Parking Requirements) if the Developer can establish to the reasonable satisfaction of the City’s administration that less on-site parking is necessary due to any of the following: (i) ride sharing arrangements; (ii) the advent and common use of driverless cars; (iii) additional public transportation being provided in the area; (iv) demonstration by the Developer that historic parking requirements within the Prairie Centre Project have been less than projected; and / or (v) other factors not previously considered and deemed persuasive by the City’s administration.

**Other Approvals and Agreements**

- A. The submission by the Owner or the Developer or its / their successors of any one or more of the buildings constructed pursuant to this Ordinance, including any portion or all of the Subject Property, to the provisions of the Illinois Condominium Property Act, shall not in any way be prohibited, or be deemed to be an actionable zoning change of any sort.
- B. There shall be no roadway impact fee imposed or collected by the City as to this Prairie Centre PUD project.
- C. The Developer shall construct/complete the following off-site road improvements prior to, or concurrently with, the development phase that exceeds 50% of the project build out. For purposes of this section, 50% build out shall be based upon the total building square footage constructed as a portion of the total building square footage shown on the PUD Site Plan.
  - a. Modification of the traffic signal at Illinois Route 38 and the West Mall Entrance to add northbound and southbound left turn phases, subject to the approval of the Illinois Department of Transportation.
  - b. Other improvements to Illinois Route 38 as required by the Illinois Department of Transportation.
  - c. Following completion of all traffic signal modifications at Illinois Route 38 and the West Mall entrance, in cooperation with the Kane County Department of Transportation, a traffic signal



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4k**

**Title:**

Recommendation to approve an amendment to Title 15 of the City Code for Building Permit Fees

**Presenter:**

Allen Fennell, Building & Code Enforcement Manager

**Meeting:** Planning & Development Committee

**Date:** March 14, 2022

Proposed Cost:

Budgeted Amount:

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

**Background:**

The Building and Code Enforcement Division in Community Development offsets its operating costs for building permits and inspection services through construction permit fees. Approximately every 3 to 4 years, staff reviews the fee structure in relation to the services that the Division provides to determine if adjustments are necessary. The last update took effect in January 2018 (with increases phased in through January 2020).

Permit fees are based on administrative costs to process submittals, review plans, and conduct inspections for a particular type of project. Staff reviewed all permit types and identified where the current fees were lower than the City’s actual costs. This year, we also included a nominal amount for engineering review. In-house engineering reviews are now conducted by Development Engineering staff for many smaller permit projects, in part to comply with the County stormwater ordinance.

Note the Building and Code Enforcement office provides no fee services to customers/applicants, including: project consultations, meetings with city review staff, code enforcement services, and on-site BASE visits (Building Assessment and Safety Evaluations), which are a valuable tool to assist new businesses looking for locations in St. Charles.

For FY 2020-2021, permit fees covered approximately 72% of Building & Code Enforcement’s budget.

**Proposal:**

- Fee increases are proposed where there is a discrepancy between costs and fees.
- The fee schedule is more progressive based on cost and complexity of a project.
- Some fee calculation formulas are changing to simplify administration.
- Certain minor residential permit types are kept at a low cost in order to encourage homeowners or contractors to apply for permits (including fences, windows, small appliance permits)
- Fee increases would be effective May 1, 2022.

Staff verified that the City’s proposed fees are within the average range of other comparable communities.

Staff is not recommending a phased implementation of fee increases- This is complicated from an administrative standpoint, and results in the fees continually lagging behind costs.

**Attachments** *(please list):*

Table of Permit fees- Current vs. Proposed, Table of Permit Fee Calculations

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve an amendment to Title 15 of the City Code for Building Permit Fees.

Permit Type	Permit Fees - Current	Permit Fees - Proposed
<b>New Commercial Building</b>	Base fee \$375 \$.44 per Sqft for first 10,000 Sqft 10,001 Sqft and on \$.16	No Increase from 2021
<b>Commercial Alteration</b>	Base fee \$375 up to \$4,000 \$4,001 - \$24,000 = \$6.75 per \$1,000	Submittal fee \$375 \$100 for first \$10,000 \$10 every additional \$1,000
<b>Single Family Detached Dwelling</b>	Submittal Fee \$150.00 + \$0.29/ Sq. Ft.	Submittal Fee \$200.00 + \$0.34/Sq. Ft.
<b>Residential Alterations</b>	Submittal Fee \$150.00 + \$100.00 for the first thousand + \$6.00/thousand from \$1,001.00 - \$10,000.00 + \$2.25/thousand from \$10,001.00 to \$25,000.00 + \$1.50/thousand from \$25,001.00 on	Submittal Fee \$200.00 + \$100.00 for the first \$10,000.00 + \$7.00 for every additional \$1,000.00
<b>Residential Additions</b>	Submittal Fee \$150.00 + \$100.00 for the first thousand + \$6.00/thousand from \$1,001.00 - \$10,000.00 + \$2.25/thousand from \$10,001.00 to \$25,000.00 + \$1.50/thousand from \$25,001.00 on	Submittal Fee \$200.00 +0.34 per sq. ft of each level of the building Including-basement, garage & crawl space
<b>Small Appliance Permits</b> – furnaces, air conditioning, water heaters	\$35.00	\$40.00
<b>Large Appliance Permits</b> – Roof Top Units, Large Equipment, Hot Tubs, Generators	\$240.00	\$250.00
<b>Decks, Gazebos, Pergolas, Patios</b>	\$125.00	\$125.00
<b>Demolition - Residential</b>	\$340.00	\$350.00
<b>Demolition – Commercial/Industrial</b>	\$460.00	\$460.00
<b>Demolition – Partial</b>	\$60.00	\$100.00
<b>Fences</b>	\$85.00	\$85.00

<b>Permit Type</b>	<b>Permit Fee- Current</b>	<b>Permit Fee- Proposed</b>
<b>Partial Fences &amp; Repairs</b>	\$30.00	\$30.00
<b>Detached Garages &amp; Accessory Structures</b>	\$140.00	\$300.00
<b>Attached Garages</b>	\$225.00	\$400.00
<b>Outdoor Sales, Temporary Tents, Trailers</b>	\$85.00	\$100.00
<b>Commercial Parking Lot – Replace or Rebuild 50,000 sq ft</b>	\$210.00	\$150 Fee + \$3.00 per 1000 sq. ft
<b>Commercial Parking Lot – Grind &amp; Overlay \$10,000 sq ft</b>	\$130.00	\$150 Fee + \$1.50 per 1000 sq. ft
<b>Re-roofs, Residential</b>	\$60.00	\$60.00
<b>Re-roofs, Commercial</b>	\$100.00	\$100.00
<b>Driveways – Private &amp; Right of Way</b>	\$80.00	\$80.00
<b>Street Cut</b>	\$90.00	\$90.00
<b>Sewer/Water Repair or Replacement</b>	\$90.00	\$100.00
<b>Sheds – up to 200 sq. ft</b>	\$90.00	\$90.00
<b>Siding, Soffit, Fascia</b>	\$65.00	\$65.00
<b>Sign – Permanent Illuminated</b>	\$100 base + 2.25/sq ft	\$125.00 base + 2.25/sq. ft
<b>Sign – Permanent Non-Illuminated</b>	\$100 base	\$100 base + 1.50/sq. ft
<b>Sign Temporary</b>	\$45.00	\$55.00
<b>Swimming Pool In-Ground</b>	\$300.00	\$400.00
<b>Swimming Pool Above Ground</b>	\$100.00	\$200.00
<b>Window &amp; Door Replacements</b>	\$55.00	\$55.00
<b>Flatwork – New Fee</b>		\$55.00
<b>Small Plumbing or Electrical</b>	\$45.00	\$80.00
<b>Lawn Irrigation Systems</b>	\$115.00	\$115.00
<b>Low Voltage Installations – lighting, fountains, light poles</b>	\$95.00	\$100.00
<b>Donation Boxes</b>	\$55.00	\$55.00
<b>Kiosks – Commercial</b>	\$55.00	55.00

<b>Permit Type</b>	<b>Permit Fee- Current</b>	<b>Permit Fee- Proposed</b>
<b>Unlisted Permit Types</b>	\$40.00/Inspection	\$80.00/Inspection
<b>Re-Inspection Fee</b>	\$65.00/Inspection	\$80.00/Inspection
<b>Inspections – Overtime, minimum 2-hour charge</b>	Overtime 1 (OT1) - \$190.00 Overtime 2 (OT2) - \$240.00 Additional hours - \$90.00/hour	Overtime 1 (OT1) - \$190.00 Overtime 2 (OT2) - \$240.00 Additional hours - \$90.00/hour
<b>Consultation for Permitted Projects</b>	After 2 consultations, \$70.00 per consultation	After 1 consultation, \$80.00 per consultation
<b>Landscape Review</b>	Cost of plan review	Cost of plan review
<b>Review of Fire Alarm Plans</b>	\$80.00	\$80.00
<b>Review of Fire Sprinkler Plans</b>	\$80.00	\$80.00
<b>Review of Standpipe systems</b>	\$80.00	\$80.00
<b>Review of Kitchen suppression systems</b>	\$80.00	\$80.00

PERMIT TYPE	PROJECT TYPES	# OF INSPECTIONS BCE + DE	# OF INSPECTION HOURS	PRODUCTIVE MAN HOUR CITY COST	TOTAL COST OF MAN HOURS	ADMINISTRATIVE & BUILDING REVIEW COST	DEV ENGINEERING REVIEW COST	TOTAL CITY COST	BREAKDOWN OF PROPOSED FEE	TOTAL PROPOSED PERMIT FEE	B&CE CURRENT PERMIT FEES	CURRENT FEE/COMMENTS	AVG COMPARABLE COMMUNITIES
Commercial / Non-residential buildings and additions	New Construction Multi-family Commercial additions	20 - 30 Inspections or more based on project	20 - 30	\$76.00	\$1520 - \$2,280	Third party review	\$250	\$1,800 - \$2,500	No Change	No Change		Base fee \$375 \$.44 per Sqft for first 10,000 Sqft 10,001 Sqft and on \$.16	By comparison with comparable communities we are about average. We are not proposing any changes at this time
<b>Commercial Alterations</b>													
						1 HR BUILDING REVIEW \$76/HR 1 HR ADMIM \$60/HR			Submittal fee \$375 \$100 for first \$10,000 \$10 every additional \$1,000			Base fee \$375 up to \$4,000 \$4,001 - \$24,000 = \$6.75 per \$1,000 \$24,001 and up \$3.10 per \$1,000	Communities in the Fox Valley who use cost per \$1,000 Elburn - \$21 per \$1,000 North Aurora - \$16 per \$1,000 Suger Grove - \$10 per \$1,000 Geneva - \$10 per \$1,000
	Remodel (\$20K)	8	4	\$76.00	\$304.00	\$136.00		\$440.00		\$575.00	\$483.00		\$241 - \$695
	Remodel (\$50K)	14	8	\$76.00	\$608.00	\$136.00		\$744.00		\$875.00	\$590.00		\$575 - \$1,079
	Remodel (\$100K)	20	15	\$76.00	\$1140.00	\$136.00		\$1276.00		\$1,375.00	\$745.00		\$1,065 - \$2,150
<b>Single Family Detached</b>													
													Communities who use price per Sqft, \$.44 was the average. This is used as comparison to our proposed fee below
Single Family Detached Dwelling - All floors & garage	New SF House 6024 sq. ft.	21	21	\$76.00	\$1,596.00	\$354.00	\$100.00	\$2,050.00	Submittal fee \$200 \$0.34 per sq. ft.	\$2,248.16	\$1,876.96	This does not include other incidental expenses the City incurs	\$2,651.00
Single Family Detached Dwelling all floors & garage	New SF house 5228 sq. ft.	21	21	\$76.00	\$1,596.00	\$354.00	\$100.00	\$2,050.00		\$1,927.52	\$1,646.12		\$2,300.00
Single Family Detached Dwelling all floors & garage	New SF house 4220 sq. ft.	21	21	\$76.00	\$1,596.00	\$354.00	\$100.00	\$2,050.00		\$1,584.80	\$1,353.80		\$1,857.00
<b>Residential Alterations</b>													
						1 HR BUILDING REVIEW \$76/HR 1 HR ADMIM \$60/HR			2022 Submittal fee \$200 \$100 for first \$10,000 \$7 every additional \$1,000			Base fee: \$150.00 For estimated cost of up to \$1,000, \$100 For estimated cost from \$1,001 to \$10,000, \$6.00 for each \$1,000 or fraction thereof. For estimated cost in excess of \$10,001 to \$25,000, \$2.25 for each \$1000 or fraction thereof. \$25,001 on, \$1.50 per \$1,000	Based on the cost of a \$20,000 residential alteration, Of 8 communities who us price per \$1,000 of construction cost, those communities had an average price between \$300 - \$400
	Bath Remodel (\$10K)	5	2	\$76.00	\$152.00	\$136.00		\$288.00		\$300.00	\$304.00		
	Kit/Bath remodel(\$20K)	6	3	\$76.00	\$228.00	\$136.00		\$364.00		\$370.00	\$332.00		
	Kit/Bath Remodel (\$27K)	6	3	\$76.00	\$228.00	\$136.00		\$364.00		\$419.00	\$340.00		
	Kitchen Remodel (\$52K)	7	6	\$76.00	\$456.00	\$136.00		\$592.00		\$594.00	\$378.00		

PERMIT TYPE	PROJECT TYPES	# OF INSPECTIONS	# OF INSPECTION HOURS	PRODUCTIVE MAN HOUR CITY COST	CURRENT COST OF MAN HOURS	ADMINISTRATIVE & REVIEW COST	DEV ENGINEERING REVIEW COST	TOTAL COST	PROPOSED FEE	TOTAL PROPOSED PERMIT FEE	B&CE CURRENT PERMIT FEES	CURRENT FEE/COMMENTS	AVG COMPARABLE COMMUNITIES
<b>Residential Additions</b>													
						1 HR BUILDING REVIEW \$76/HR 1 HR ADMIM \$60/HR			Base fee: \$200 \$0.34 cents per sq. ft. of each level of buildings - including - basement, garage, crawl space.			Base fee: \$130.00 \$0.28 cents per sq. ft. of each level of buildings - including - basement, garage, crawl space.	Based on price per sqft. Of 6 communities that use this cost structure the average price is \$.37 per sqft.
	Sunroom 12'x16' (192 sqft)	6	3	\$76.00	\$228.00	\$136.00	\$50.00	\$414.00		\$265.28	\$254.00		
	Deck & Porch (750 sqft)	5	4	\$76.00	\$304.00	\$136.00	\$50.00	\$490.00		\$455.00	\$340.00		
	Second Fl Add. (1,200 sqft)	6	6	\$76.00	\$456.00	\$136.00		\$592.00		\$608.00	\$466.00		
<b>Miscellaneous Permits</b>													
Small Appliance Permits	Furnaces, Hot Water Heaters, Air conditioning	1	0.5		\$38.00	\$15.00		\$53.00		\$40.00	\$35.00	Increased \$5.00	\$60
Large Appliance Permits	Roof Top Units, Large Equipement, Hot tubs	2	2		\$152.00	\$90.00		\$242.00		\$250.00	\$180.00	Increased to cover time and labor costs	N/A
Decks, Gazebos, Pergola, Patio		3	2	\$76.00	\$114	\$35.00	\$50.00	\$199.00		\$125.00	\$125.00	No change	\$150
Demolition	Residential	3	3	\$76.00	\$228.00	\$100.00		\$328.00		\$350.00	\$305.00	BCE, Water, Electric Disconnections	\$275
Demolition	Commercial/Industrial	4	4	\$76.00	\$304.00	\$125.00		\$429.00		\$460.00	\$460.00	BCE, Water, Electric Disconnections	\$500
Partial Demolitions	Garages, Interior Units, etc.	2	1	\$76.00	\$76.00	\$59.00		\$135.00		\$100.00	\$60.00	Increased to cover time and labor costs	N/A
Fences		1	0.5		\$35.00	\$53.00 + \$47.00 County recording Fee		\$135.00		\$85.00	\$85.00	No change	\$75
Partial Fences and Repairs		1	0.5		\$35.00	\$15.00		\$50.00		\$30.00	\$30.00	No change	N/A
Detached Garages and Accesory Structures		5	3	\$76.00	\$190.00	\$60.00	\$50.00	\$300.00		\$300.00	\$140.00	Increased to cover time and labor costs	\$300
Attached Garages		7	3.5	\$76.00	\$266.00	\$60.00	\$50.00	\$376.00		\$400.00	\$225.00	Increased to cover time and labor costs	\$450
Outdoor Sales- Temporary Tents, Trailers		1	0.5		\$38.00	\$47.00		\$85.00		\$100.00	\$85.00	Increased due to review complexity	N/A
Commercial Parking Lot - 10,000 SQFT	Grind & Overlay Existing	1	0.5		\$38.00	\$90.00		\$128.00	\$150 Fee + \$1.50 per 1000 sqft	\$165.00	\$100.00	Increase to cover costs and absorbtion of smaller permit fees	N/A
Commercial Parking Lot - 50,000 SQFT	Replace with new/Rebuild existing	3	1.5		\$80.00	\$114.00		\$194.00	\$150 Fee + \$3.00 per 1000 sqft	\$300.00	\$180.00	Increase to cover costs and absorbtion of smaller permit fees	N/A

PERMIT TYPE	PROJECT TYPES	# OF INSPECTIONS	# OF INSPECTION HOURS	PRODUCTIVE MAN HOUR CITY COST	CURRENT COST OF MAN HOURS	ADMINISTRATIVE & REVIEW COST	DEV ENGINEERING REVIEW COST	TOTAL COST	PROPOSED FEE	TOTAL PROPOSED PERMIT FEE	B&CE CURRENT PERMIT FEES	CURRENT FEE/COMMENTS	AVG COMPARABLE COMMUNITIES
Re-roofs	Residential	1	0.5		\$38.00	\$15.00		\$53.00		\$60.00	\$60.00	No change	\$60
Re-roofs		1	1		\$76.00	\$15.00		\$91.00		\$100.00	\$100.00	No change	\$100
Right of way/Private driveways		2	1		\$70.00	\$15.00		\$85.00		\$80.00	\$80.00	No change	\$110
Street Cut		2	1		\$70.00	\$18.00		\$88.00		\$90.00	\$90.00	No change	N/A
Sewer/Water Repair or Replacement		1	1		\$76.00	\$15.00		\$91.00		\$100.00	\$90.00	Increased \$10	N/A
Sheds	Up to 200 sqft	2	1		\$76.00	\$34.00		\$110.00		\$90.00	\$90.00	No change	\$80
Siding, Soffit, Fascia		1	0.5		\$38.00	\$30.00		\$68.00		\$65.00	\$65.00	No change	\$70
Sign	Permanent Illuminated	1	1		\$76.00	\$15.00		\$91.00	Cost per sqft of gross surface area of each face thereof	\$125 base fee \$2.25 per sqft	\$100 base fee \$2.25 per sqft	Increased base permit fee	N/A
	Permanent Non-Illuminated	1	1		\$76.00	\$15.00		\$91.00	Cost per sqft of gross surface area of each face thereof	\$100 base fee \$1.50 per sqft	\$100 base fee	Added cost per sqft	N/A
	Temporary	1	1		\$34.00	\$15.00		\$49.00		\$55.00	\$45.00	Increased \$10	N/A
Swimming Pool	In-Ground	3	3	\$76.00	\$228.00	\$60.00	\$50.00	\$338.00		\$400.00	\$300.00	Increased \$100	\$300
Swimming Pool	Above-Ground	3	2.5	\$76.00	\$190.00	\$60.00	\$50.00	\$300.00		\$200.00	\$100.00	Increased \$100	\$150
Window(s) & door(s) replacement		1	0.5	\$76.00	\$38.00	\$15.00		\$129.00		\$55.00	\$55.00	No change	\$75
Flatwork		2	1	\$76.00	\$76.00	\$15.00		\$91.00		\$55.00		NEW FEE	
Small Plumbing or Electric Work		2	2	\$76.00	\$152.00	\$30.00		\$258.00		\$80.00	\$45.00	Increase to cover time and labor	\$100.00
Re-inspection fee		1	1	\$76.00	\$76.00	\$31.00		\$183.00		\$80.00	\$65.00	Increase to cover time and labor	\$75.00

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item number: 41**

Title:	Update regarding status of Redevelopment Agreement with STC Lot 4, LLC regarding First Street Building #8.
Presenter:	Russell Colby

Meeting: Planning &amp; Development Committee

Date: March 14, 2022

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: **Executive Summary** *(if not budgeted please explain):***Background**

The City owns the vacant grass lot at the northeast corner of Illinois St. and IL Route 31 (2<sup>nd</sup> St.). The lot has been planned for development of Building #8 of the First Street Redevelopment PUD.

Following issuance of an RFP, in March 2019, the City entered into a Redevelopment Agreement (RDA) with STC Lot, 4 LLC (Frontier/Curt and Conrad Hurst), to convey the property for construction of First Street Building #8. The proposed building is 2 full stories with a partial 3<sup>rd</sup> story with rooftop decks. The proposed uses are first floor restaurant and second floor office. The property would be conveyed, at no cost, and the developer would be responsible for constructing the building and extending pedestrian streetscape improvements along the Illinois St. frontage.

**Project schedule**

Construction was initially planned to start in 2019, with completion in Spring 2020. Construction plans were prepared and submitted for building permit review. However, the project did not proceed further. The City and Developer have the right to terminate the RDA. Alternately, the RDA permits the construction schedule to be extended by mutual agreement of the City and Developer.

Staff last updated the Committee in March 2021. At that time, the developer indicated that the project is contingent upon pre-leasing, and delays were arising due to the pandemic. The Committee supported staff continuing to work the developer in good faith to complete the project based on the investments that had been made. No action was taken regarding the schedule, but staff was directed to bring the RDA back before the Committee for an update in one year.

At this time, the developer has provided a statement indicating that they are attempting to finalize a Letter of Intent from a restaurant user and they are in discussions with office users.

**Attachments** *(please list):*

Email from Conrad Hurst, Aerial, Rendering, Redevelopment Agreement

**Recommendation/Suggested Action** *(briefly explain):*

Staff is not aware of any other development interest in the site, and given the investment made by the developer to date, keeping the RDA in place is the best opportunity to develop the site in the near term.

Given the time that has elapsed, it would be appropriate to require an updated schedule be submitted, and depending on the timeframe, consider amending the RDA.

Alternately, if the Committee would like to consider other options for use of the property, direct staff to pursue termination of the RDA.

**From:** Conrad Hurst <conrad@frontierdevelopmentgroup.com>  
**Sent:** Friday, March 11, 2022 8:01 AM  
**To:** Colby, Russell <rcolby@stcharlesil.gov>  
**Subject:** RE: First St Building 8/Lot 4

Russell –

Covid has made the retail leasing environment very difficult over the course of the last year. Fortunately however, we have recently started discussions with a very strong restaurant tenant for the first floor. We are currently attempting to finalize an LOI with them. We are also engaged with a couple office users for the second floor. Our intent remains to complete this project and add another resource to the Central Business District, however given the difficulty experienced with leasing this product type during a pandemic, our beginning construction is contingent upon substantially pre-leasing the space.

Thanks –

Conrad

Conrad Hurst  
(630)-461-7075





# City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984  
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

## First Street Building #8 lot



Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Projection: Transverse Mercator  
Coordinate System: Illinois State Plane East  
North American Datum 1983  
Printed on: November 20, 2018 10:03 AM



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**CITY OF ST. CHARLES**  
**REDEVELOPMENT AGREEMENT**  
**(Building 8, First Street Redevelopment Project)**

This Redevelopment Agreement ("*Agreement*") is entered into this 18<sup>th</sup> day of March, 2019 ("*Effective Date*") between STC Lot 4, LLC, an Illinois limited liability company (the "*Developer*"), and the CITY OF ST. CHARLES, ILLINOIS, an Illinois home rule municipal corporation (the "*City*") (the Developer and the City are collectively referred to as the "*Parties*").

**RECITALS:**

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

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

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

D. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the City created a Redevelopment Project Area commonly known as the "First Street Redevelopment Project Area," as amended (the "*Redevelopment Project Area*") by (i) Ordinance No. 2002-M-13, adopted March 18, 2002, approving a Redevelopment Plan and Project, as amended (the "*Redevelopment Plan*"), (ii) Ordinance No. 2002-M-14, adopted March 18, 2002, designating a Redevelopment Project Area, as amended, and (iii) Ordinance No. 2002-M-15, adopted March 18, 2002, confirming Tax Increment Financing for the Project Area, as amended (collectively, the "*TIF Ordinances*"); and

E. **WHEREAS**, the City has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, and to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

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

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

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

I. **WHEREAS**, the Developer, in response to requests for development proposals issued by the City, proposes to acquire and develop the Redevelopment Property with a two (2) story mixed use office/retail structure, and related streetscape improvements, substantially in conformance with the Final Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Agreement ("Project"); and

J. **WHEREAS**, the City and the Developer entered into a certain Memorandum of Understanding, dated December 17, 2018, wherein (i) the City appointed the Developer as the exclusive developer to re-develop the Redevelopment Property, (ii) authorized the Developer to apply for securing any and all necessary entitlement approvals for the Project, and (iii) authorized the negotiation of this Agreement; and

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

L. **WHEREAS**, on March 1, 2019, pursuant to Section 11-74.4-4(c) of the Act, the City published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property and did place a draft of this Agreement on file for review in the Office of the City Clerk; and

M. **WHEREAS**, the City did not receive any alternate proposals for the redevelopment of the Redevelopment Property; and

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

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

of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

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

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

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

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

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

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

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

building or other permits for the Project, and any amendments thereto as approved by the Developer and the City.

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

"*State*" means the State of Illinois.

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

"*Uncontrollable Circumstance*" means any event which:

(a) is beyond the reasonable control of and without the fault of the Party relying thereon; and

(b) is one or more of the following events:

(i) A Change in Law;

(ii) Insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;

(iii) Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;

(iv) Third party litigation challenging the authority of the TIF Ordinances or the effectiveness of this Agreement;

(v) Governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;

(vi) Strikes or labor disputes, or work stoppages not initiated by the Developer;

(vii) Shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;

(viii) Unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;

- (ix) Major environmental disturbances;
- (x) Vandalism; or
- (xi) Terrorist acts.

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

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

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

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

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Administrator, or the City Administrator's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and

other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. The Developer and the City are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and the City as having been properly and legally given by the Developer or the City, as the case may be.

H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different manner, the Developer hereby designates Curt and/or Conrad Hurst, individually or their respective designee as authorized representative, each of whom shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (either such individual being an "*Authorized Developer Representative*"). The Developer shall have the right to change its authorized Developer Representative by providing the City with written notice of such change, which notice shall be sent in accordance with Section 15.2.

#### 4. DEVELOPMENT OF THE REDEVELOPMENT PROPERTY.

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

Section 4.2. Construction of Public Improvements. Subject to the conditions and terms set forth in this Agreement, the City approves and designates the Developer to construct those public improvements, if any, at Developer's cost, as represented on the Final Plans. The Final Plans, together with all general engineering plans for the Project, shall depict all public improvements, if any, including utility improvements, curbs and gutters, sidewalks, and streetscape, as required and approved by the City (collectively, the "*Public Improvements*"). All Public Improvements shall be constructed and/or installed in accordance with the Final Plans and the City Code as it exists at the time of filing of the application for the permit for the issuance of the building permit for the Project. The Developer in construction of all Public Improvements shall follow such procedures as shall be required by the City Code.

5. CITY REDEVELOPMENT PROPERTY CONVEYANCE.

Section 5.1. Redevelopment Property. Subject to the City's satisfaction or waiver of the conditions precedent of this Agreement, and payment by the Developer to the City at closing of the Redevelopment Property of the nominal sum of Ten Dollars (\$10.00) ("*Purchase Price*"), the City will convey the Redevelopment Property to the Developer in the manner set forth herein and so that the Developer is able to build and complete and operate the Project. The conveyances of the Redevelopment Property as generally described in this Section and provided in this Agreement shall be undertaken in accordance with the closing date described in the Project Schedule and the other applicable provisions of this Agreement. The conveyance of the Redevelopment Property under this Agreement shall be as follows:

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

(i) pursuant to the Final Plans, the Developer has secured any and all zoning entitlements, variances, subdivision approvals, and permits from the City, state, county and any other regulatory body required to commence construction of the Project;

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

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

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

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

Section 5.2. Title Commitment. Within fifteen (15) days after the Effective Date, City will deliver to Developer a commitment for an owner's title insurance policy (2006 Form B), with extended coverage (the "*Title Commitment*") issued by Chicago Title Insurance Company (the "*Title Company*") in the amount of the Purchase Price, covering title to the Redevelopment Property on or after the Effective Date, showing fee simple title vested in the City, accompanied by all documents and instruments reflected in Schedule B thereto as affecting the Redevelopment Property (the "*Title Documents*").

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

Section 5.4. Correction of Title and Survey Defects. Within fifteen (15) days after receipt of the last of the Title Commitment, Title Documents and Survey, the Developer shall provide to the City in writing a specific list of the Developer's objections to any of them ("*Title Objections*"). Except as set forth below, any item constituting an encumbrance upon or adversely affecting title to the Redevelopment Property which is not objected to by the Developer in writing by such time shall be deemed approved by the Developer and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Redevelopment Property following the Agreement Date with the consent or acquiescence of the City are collectively referred to as the "*Consensual Liens*" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. The City shall cause all Consensual Liens, if any, to be paid and discharged in full at closing and in the event the City fails to do so, the Developer shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase "*Permitted Exceptions*" shall mean (i) a blanket easement reservation for public utilities to be recorded at closing for those vacant portions of the Redevelopment Property not encumbered with the Project structures and (ii) those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by the Developer pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions. The City shall have the right, but not the obligation, for a period of twenty-one (21) days after receipt of the Developer's Title Objections (the "*Cure Period*") to cure (or commit to cure at or prior to closing) by delivery of written notice thereof to the Developer within the Cure Period any or all Title Objections contained in the Developer's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, the City has not committed to cure same at or prior to closing) within the Cure Period, or if the City sooner elects not to cure such Title Objection by written notice to the Developer, the Developer shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice within which to give the City written notice that the Developer elects either (y) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (z) terminate this Agreement. If the Developer does not deliver such written notice within the above period, the Developer shall be deemed to have terminated this Agreement, in which case

neither Party shall have any further obligations to the other hereunder (except any obligations which this Agreement provides survive termination).

Section 5.5. General Title and Survey Provisions. City will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay the premium the Title Company charges for the Owner's title insurance policy, with extended coverage, and any endorsements needed to insure over Title Objections, Consensual Liens and other matters not constituting Permitted Exceptions. City will also pay any separate title examination charges and the recording fees for any mortgage or other encumbrance releases. Developer will pay all loan policy premiums and recording fees for the deed conveying the Property and Developer's mortgage documents, and all other title insurance endorsements that Developer requests.

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

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

A. A Special Warranty Deed, executed by the City, in recordable form, conveying the Redevelopment Property to the Developer;

B. An Affidavit of Title and ALTA Statement;

C. A title policy (or "marked up" title commitment) issued by the Title Company dated as of the date of closing in the nominal amount of One Hundred Thousand Dollars (\$100,000.00), with extended coverage, at the City's cost, and such endorsements as the Developer shall require, at the Developer's cost, and said title policy or "marked up" commitment shall be otherwise in accordance with the requirements herein (it being understood that both Parties will provide any certificate or undertakings required in order to induce the Title Company to insure for any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file);

D. Public utility easements, as provided for in Section 5.4(ii) above;

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

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

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

H. In the event of a failure to close the sale of the Redevelopment Property on or before the earlier of December 31, 2019 or thirty (30) days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier, either Party shall, by written notice to the other, have the right to terminate this Agreement.

I. Within sixty (60) days following the conveyance by the City of the Redevelopment Property, the Developer shall commence construction of the structural improvements (*i.e.*, pouring of footings) for the Project ("*Developer Commencement*"). If the Developer fails to comply with either of the requirements set forth in the previous sentence, the City shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Redevelopment Property, together with any improvements thereon, if any, reconveyed to the City for no consideration and with no claim against the City for work performed by the Developer on the Redevelopment Property, which shall be at Developer's sole cost and expense, free and clear of any liens and encumbrances created by the act or default of the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement. Upon Developer Commencement, and upon inspection and confirmation by the City, the City shall provide its written

direction to the Reconveyance Escrowee to release the Reconveyance Deed to or at the direction of the Developer.

J. Upon written request by Developer, and providing the City with evidence of its commercially diligent effort to comply with any of the time requirements as set forth herein, the City may extend any of the time requirements, such grant of extension not to be unreasonably withheld, conditioned or delayed. Time periods resulting from delays attributable to Uncontrollable Circumstances shall be extended as set forth herein.

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

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

Section 5.9. City Reports. To the best of its knowledge, the City has delivered or made available to the Developer copies, if any, of all environmental reports, studies or other information relating to the Redevelopment Property that the City has in its files, if any (the "Reports"). The City makes no warranties or representations regarding the contents of such

Reports. The Developer hereby unconditionally and irrevocably waives and releases the City from and against any liability or claim related to the Reports and the accuracy or completeness of the information contained therein. The Developer acknowledges that it shall not rely on the Reports or the information contained, and has conducted or shall conduct its own continuing environmental due diligence with respect to all matters and information otherwise relating to the Redevelopment Property and the environmental condition thereof. The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Redevelopment Property or anywhere within the Redevelopment Project Area of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Redevelopment Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Redevelopment Property that would cause or contribute to causing (1) the Redevelopment Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, onto or from the Redevelopment Property within the meaning of, or otherwise bring any Redevelopment Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, or any similar state law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project of any substances or conditions in or on the Redevelopment Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Redevelopment Property, or whether any above or underground tanks have been located under, in or about the Redevelopment Property and have subsequently been removed or filled. The Developer (i) waives and releases any and all claims against the City for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the Redevelopment Property, and (ii) holds harmless and indemnifies the City against any and all loss, damage, claims, demands, suits, costs, expenses (including reasonably attorney fees) whatsoever arising or in any way related to the environmental condition and/or remediation of any contamination of the Redevelopment Property.

6. CITY PERMIT AND ZONING APPLICATION COST WAIVED. The City agrees to (i) reimburse any and all City-imposed zoning application fees required by the

Developer for approval of the Project and (ii) reimburse the Developer any and all City permit and inspection fees incurred by the Developer solely for the construction of the building shell for the Project (including the cost of an electric transformer upgrade, if required), to be paid to the Developer within thirty (30) days of substantial completion and issuance of the City's certificate of occupancy, pursuant to the Final Plans; however, specifically, excluding any and all fees, including but not limited to permit, utility connection, license or inspection fees, as may be required for any occupants of the Project.

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

Section 7.1. Plans and Compliance with Applicable Laws. The Developer shall construct the Project in material conformance with this Agreement, the Final Plans and City Code. The Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with the City Code. All work with respect to the Project shall conform to all applicable federal, state, and county regulations and ordinances.

Section 7.2. Construction of the Project.

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

B. To the extent required and permitted by law, the Developer shall comply with the Prevailing Wage Act (for purposes of this Section, the "Prevailing Wage Act") of the State of Illinois, 820 ILCS 130/0.01 *et seq.*, as amended. The Developer agrees to indemnify, hold harmless, and defend the City, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("Indemnified Parties") against all loss, cost, damage, judgments, awards, fines or interest sustained by the Indemnified Parties resulting from any regulatory actions, complaints, claims, suits, liabilities, liens, judgments, including

reasonable attorneys' fees, to the extent caused by noncompliance with the Prevailing Wage Act, including, but not limited to a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3). The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith.

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

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

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

F. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Redevelopment Property, the City shall have the right to reasonably approve such locations. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall on a daily basis keep all streets immediately adjacent to the Project free of any construction-related debris. Notwithstanding the foregoing, the City shall permit Developer the exclusive right to erect and maintain signage on the Redevelopment Property from and after the Effective Date for the announcement and marketing of the Project. Should this transaction fail to close on or before December 31, 2019, Developer shall thereafter immediately remove its signage. The City shall cause any other signage not attributable to the Project to be removed from the Redevelopment Property.

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

A. The Developer hereby represents and warrants that it is an Illinois limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which

would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Developer has any obligations pursuant to the terms of this Agreement. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

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

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

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

E. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not permit a continuing default, beyond periods of cure and grace, to exist under any document or agreement relating to the Project or the financing and development of the Project, including but not

limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, to the extent that such default would have a material adverse effect on the construction, development and opening of the Project.

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

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

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than \$2,559,482.00, pursuant to and as estimated by the Project Budget, pursuant to Exhibit D, attached hereto and made a part hereof.

I. The Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed and payable with respect to the Project and/or the Redevelopment Property. Following substantial completion of the Project and at all times when the TIF Ordinances shall be in effect for the Redevelopment Property, the Developer, its successors and assigns, agrees that it will not protest, object to or otherwise (i) petition for a reduction to any real estate tax assessment attributable to the Redevelopment Property and/or Project in any manner that would reduce the assessed value of the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2025, or (ii) seek a refund of the general *ad valorem* real estate taxes attributable to the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2025. Notwithstanding the foregoing, in the event the assessed valuation of the Redevelopment Property and/or Project is (i) materially inconsistent with similarly situated property or (ii) increases more than ten (10%) percent in any calendar tax year, the Developer may, upon prior notice to and written consent from the City, protest the assessed value of the Redevelopment Property and/or Project.

J. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7 ½ % of the total distributable income of any

corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit E, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

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

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

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

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

9. INSURANCE.

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

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

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

(ii) *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The City is to be named as an additional insured on a primary, non-contributory basis.

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

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

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

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

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

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

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

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

(iv) Specifically name Developer and City named insureds.

C. Within thirty (30) days of the Effective Date, Developer shall furnish the City with a certificate(s) of insurance effecting coverage as required under this Section 11. In addition, Developer shall annually furnish the City copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the City to obtain certificates or other insurance evidence is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

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

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

10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

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

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

and released as a condition of and as consideration for the execution of this Agreement by the City.

11. EVENTS OF DEFAULT AND REMEDIES.

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

A. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.

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

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

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

E. The Developer abandons the Project on the Redevelopment Property. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Property for more than thirty (30) consecutive days for any reason other than: (i)

Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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



With a copy to: Nicholas S. Peppers  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, Illinois 60018  
[npeppers@srd-law.com](mailto:npeppers@srd-law.com)

If to Developer: STC Lot 4, LLC  
c/o: Frontier Development, LLC  
4N316 Route 31  
St. Charles, IL 60174  
E-Mail: [curt@frontierdevelopment.com](mailto:curt@frontierdevelopment.com)  
E-Mail: [conrad@frontierdevelopment.com](mailto:conrad@frontierdevelopment.com)

With a copy to: William Mitchell  
Meltzer Purtil & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
[wmitchell@mpslaw.com](mailto:wmitchell@mpslaw.com)

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

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

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

Section 13.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

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

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

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

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

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

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

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

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

Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

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

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

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

Section 13.17. Term. The provisions of this Agreement shall run with and bind the Redevelopment Property and shall inure to the benefit of, be enforceable by, and obligate the City, the Developer, and any of their respective grantees, successors, assigns and transferees, including all successor legal or beneficial owners of all or any portion of the Redevelopment Property commencing with the Effective Date and expiring upon December 31, 2028, being three (3) years following the expiration of the Redevelopment Project Area ("*Term*").

Section 13.18. Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than thirty (30) business days prior request, a certificate ("*Estoppel Certificate*") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

Section 13.19. Brokers' Commissions. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker with respect to the sale and purchase of the Redevelopment Property and/or any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Redevelopment Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

Section 13.20. Nature, Survival and Transfer of Obligations. Prior to issuance of a certificate of occupancy (temporary or permanent) with respect to the Project, Developer may not assign its interest in this Agreement or voluntarily convey the Redevelopment Property without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the City hereby consents to any conveyance of the Project (i) to any entity in which Developer holds a controlling or managing interest, and (ii) to the holder of any mortgage, deed of trust or similar financing instrument in consequence of any foreclosure or deed in lieu of foreclosure or similar transaction, and to any subsequent transferee thereof.

Section 13.21. Collateral Assignment. It is understood and acknowledged that the Developer intends to obtain construction financing (the "*Construction Loan*") for the Project and that the construction lender ("*Lender*") typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the City hereby consents to the assignment of this Agreement to the Lender's collateral security for the Construction Loan and will execute and delivery any usual and customary consent and acknowledgment agreement with such provisions as may be reasonably requested by the Lender in connection therewith, but the Lender, in the event of any foreclosure or deed in lieu, shall take subject to the provisions of this Agreement and will remain subject to any zoning and building approvals applicable to the Project.

Section 13.22. Termination. Each party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting in the Final Plans.

[SIGNATORY PAGE FOLLOWS IMMEDIATELY]

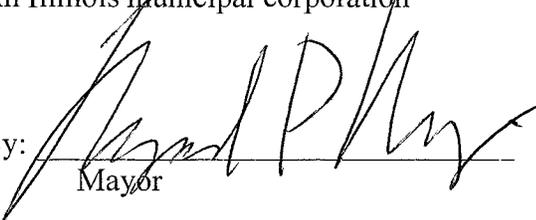
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**CITY:**

**CITY OF ST. CHARLES,**  
An Illinois municipal corporation

**ATTEST:**

By:   
City Clerk

By:   
Mayor

[CITY SEAL]

**DEVELOPER:**

**STC Lot 4, LLC**  
An Illinois limited Liability Company

By:   
its: Manager



**ACKNOWLEDGEMENTS**

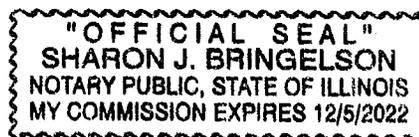
STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Raymond Rogina, personally known to me to be the Mayor of the City of St. Charles, Kane County, Illinois, and Charles Amenta, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Mayor and City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of March, 2019.

Sharon J. Bringelson  
Notary Public

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Curtis Hulse, personally known to me to be the Manager of STC Lot 4, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he/she signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15<sup>th</sup> day of March, 2019.



Roberta Gerbrecht Grayson  
Notary Public

## **INDEX OF EXHIBITS**

Exhibit A	Legal Description of Redevelopment Property
Exhibit B	Approved PUD Plans
Exhibit C	Project Schedule
Exhibit D	Project Budget
Exhibit E	Disclosure Affidavit

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY**

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

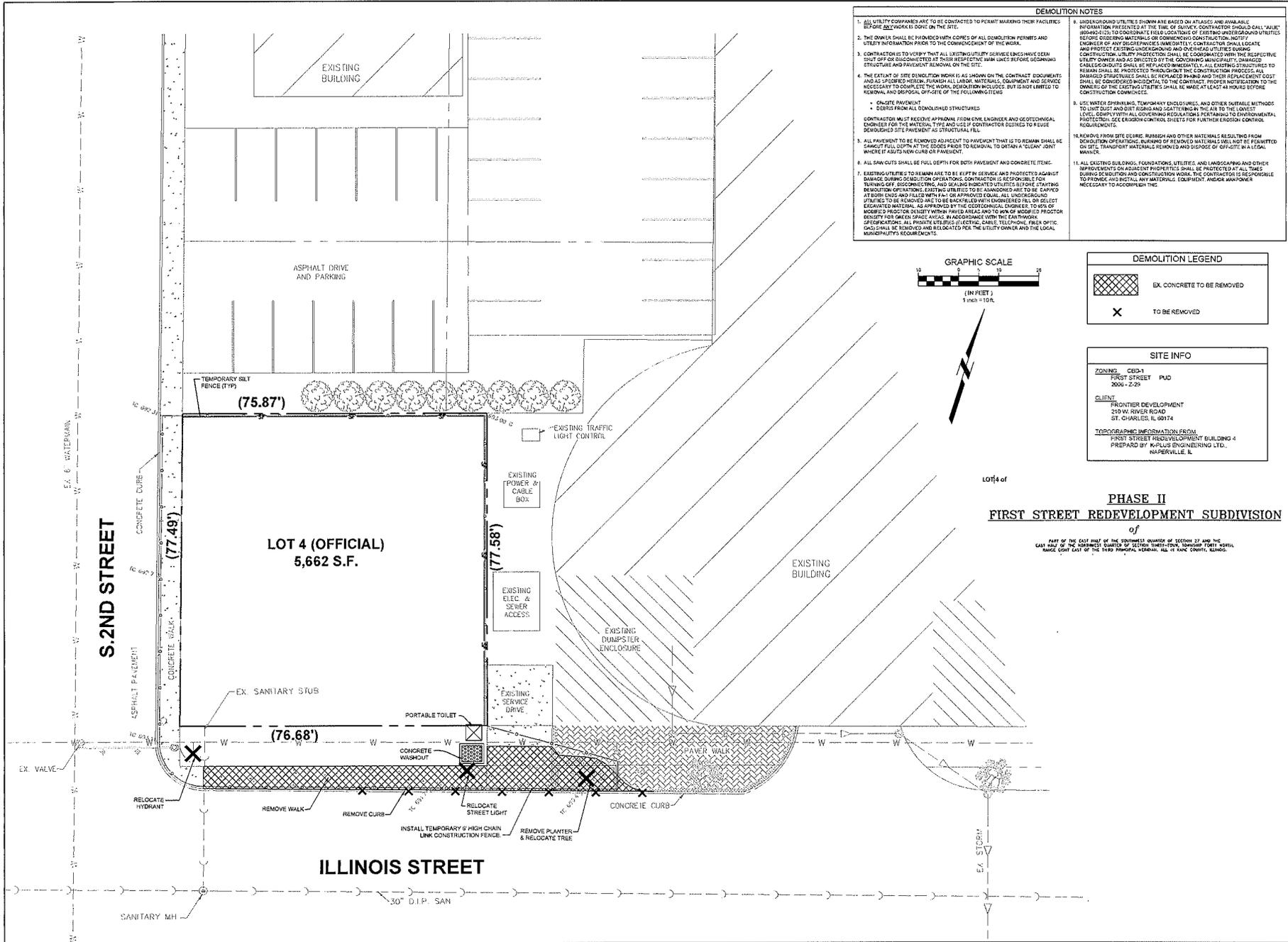
Commonly known First Street Redevelopment- Building #8 lot located at the NE corner of Illinois Route 31/S. 2<sup>nd</sup> Street and Illinois Street, St. Charles, IL, 60174.

PIN: 09-34-126-021

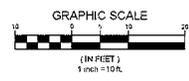
**EXHIBIT B**  
**APPROVED PUD PLANS**







- ### DEMOLITION NOTES
1. ALL UTILITY COMPANIES ARE TO BE CONTACTED TO PERMIT MARKING THEIR FACILITIES BEFORE ANY WORK IS DONE ON THE SITE.
  2. THE OWNER SHALL BE PROVIDED WITH COPIES OF ALL DEMOLITION PERMITS AND UTILITY INFORMATION PRIOR TO THE COMMENCEMENT OF THE WORK.
  3. CONTRACTOR IS TO VERIFY THAT ALL EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN SHUT OFF OR DISCONNECTED AT THEIR RESPECTIVE MAIN LINES BEFORE DEMOLITION STRUCTURE AND PAVEMENT REMOVAL ON THE SITE.
  4. THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN. FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICE NECESSARY TO COMPLETE THE WORK. DEMOLITION INCLUDES BUT IS NOT LIMITED TO REMOVAL AND DISPOSAL OFF-SITE OF THE FOLLOWING ITEMS:
    - CONCRETE PAVEMENT
    - CONCRETE FROM ALL DEMOLISHED STRUCTURES
 CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
  5. ALL PAVEMENT TO BE REMOVED ADJACENT TO PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH AT THE EDGE PAIRS TO REMOVAL TO OBTAIN A "CLEAN" JOINT WHERE IT ADJ TO NEW CURB OR PAVEMENT.
  6. ALL SAW CUTS SHALL BE FULL DEPTH FOR BOTH PAVEMENT AND CONCRETE ITEMS.
  7. EXISTING UTILITIES TO REMAIN ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND CAPPING EXISTING UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE AWARDED ARE TO BE CAPPED AT THEIR END AND ALL WITH THE CONTRACTOR SHALL BE ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BUCKLE UP AND UNBUNDLED. ALL EXISTING EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO BE OF MODIFIED PROCTOR DENSITY WITHIN AREA AND TO A MIN OF MODIFIED PROCTOR DENSITY FOR OTHER SPREAD AREAS. IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS ALL PRIVATE UTILITIES (SEWER, SANITARY, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY REQUIREMENTS.
  8. UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLAS'S AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF QUOTE. CONTRACTOR SHOULD CALL "811" (800-484-1121) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE EXISTING MATERIALS OR COMMENCEMENT OF CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNERS AND AS DIRECTED BY THE CONTRACTOR AND ENGINEER. DAMAGED OR MISSING UTILITIES SHALL BE REPAIRED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPAIRED IMMEDIATELY. EXISTING STRUCTURES TO BE REMOVED SHALL BE REMOVED IN ACCORDANCE WITH THE CONTRACT. PROPER NOTIFICATION TO THE OWNER OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
  9. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND SOOT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL, COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
  10. REMOVE FROM SITE DURING, BURNISH AND OTHER MATERIALS RELATIVE FROM DEMOLITION OPERATIONS. BURNISH OR REMOVE MATERIALS SHALL NOT BE FURNISHED ON SITE. TRANSPORT MATERIALS REMOVED AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.
  11. ALL EXISTING BUILDINGS, FOUNDATIONS, UTILITIES, AND LANDSCAPING AND OTHER IMPROVEMENTS ON ADJACENT PROPERTIES SHALL BE PROTECTED AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION WORKS. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND MAINTAIN ANY MATERIALS, EQUIPMENT, AND/OR MANPOWER NECESSARY TO PROTECT THEM.



### DEMOLITION LEGEND

	EX. CONCRETE TO BE REMOVED
	TO BE REMOVED

### SITE INFO

ZONING:	CD-31
FIRST STREET PUD	2000 - Z-29
CLIENT:	FRONTIER DEVELOPMENT 210 W. BIRCH ROAD ST. CHARLES, IL 60174
TOPOGRAPHIC INFORMATION FROM:	FIRST STREET REDEVELOPMENT BUILDING #1 PREPARED BY: KOLLS ENGINEERING LTD., NAPERVILLE, IL

## PHASE II FIRST STREET REDEVELOPMENT SUBDIVISION

Part of the East half of the proposed quarter of section 37 and the East half of the West half of section 38 of Township 36 North, Range 10 East of the 10th Principal Meridian, All in Kane County, Illinois.

### REVISIONS

NO.	DESCRIPTION

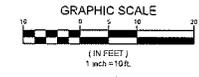
**SUSTAINABLE DESIGN | SUSTAINABLE LIVING**

**Wolf pack CONSULTING, LLC**  
Civil Engineering  
Land Surveying  
Project Estimating  
Construction Management

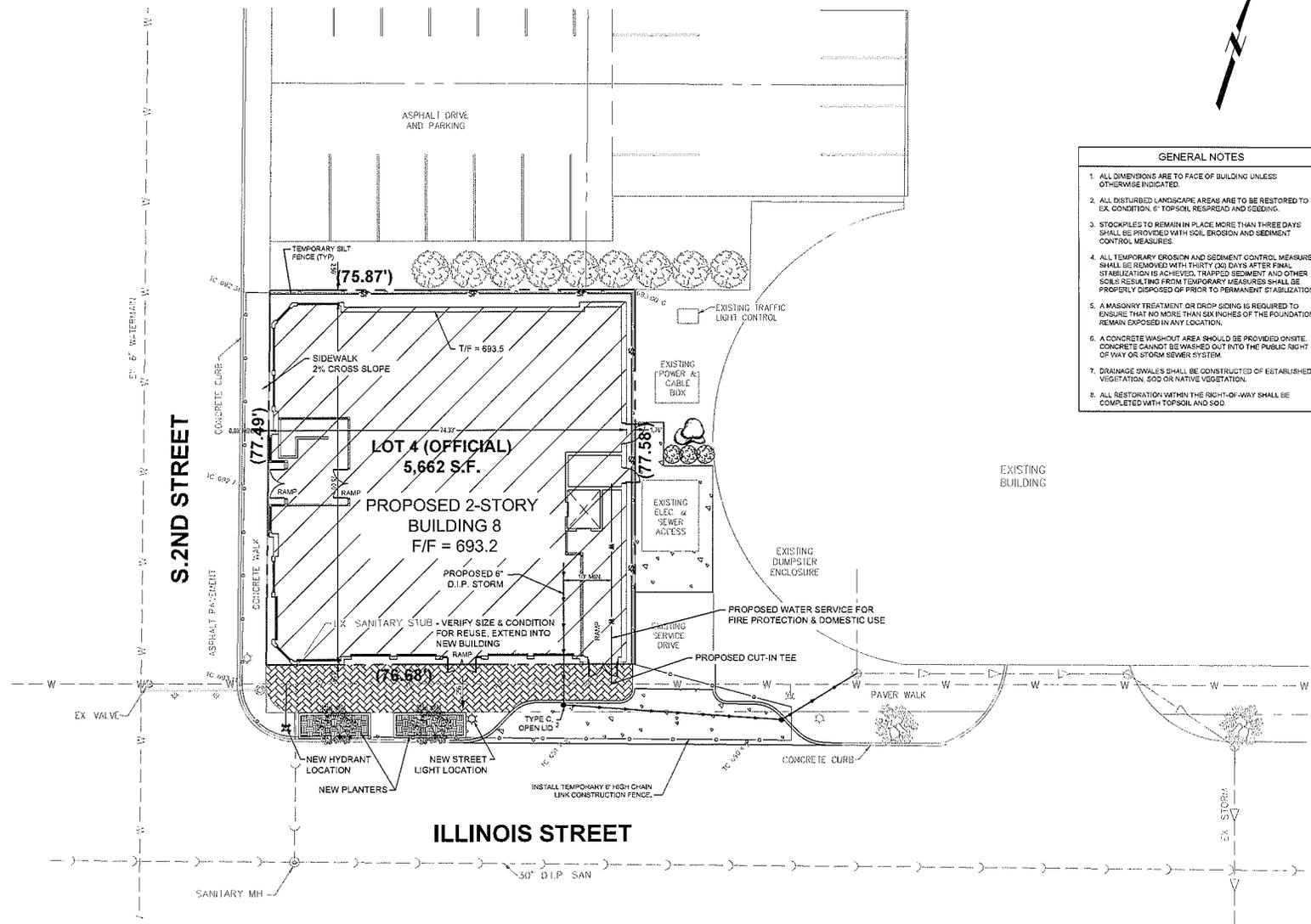
118 South Cass Avenue, Westmore, IL 60599  
Office: (630) 661-0311 • wolfpack.com

EXISTING CONDITIONS, SITE DEMO,  
AND EROSION CONTROL PLAN,  
FIRST STREET REDEVELOPMENT - LOT 4  
CITY OF ST. CHARLES, ILLINOIS

PROJ. MGR.	PJW
PRG. ENG.	RM
DRAWN BY	KM
DATE	01-28-19
SCALE	1"=10'
SHEET NO.	C2.0
PROJ. NUMBER	



- GENERAL NOTES**
1. ALL DIMENSIONS ARE TO FACE OF BUILDING UNLESS OTHERWISE INDICATED.
  2. ALL DISTURBED LANDSCAPE AREAS ARE TO BE RESTORED TO EX. CONDITION. 6" TOPSOIL RESPREAD AND SEEDING.
  3. STOCKPILES TO REMAIN IN PLACE MORE THAN THREE DAYS SHALL BE PROVIDED WITH SOIL EROSION AND SEDIMENT CONTROL MEASURES.
  4. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITH THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.
  5. A MASONRY TREATMENT OR DROP SIDING IS REQUIRED TO ENSURE THAT NO MORE THAN SIX INCHES OF THE FOUNDATION REMAIN EXPOSED IN ANY LOCATION.
  6. A CONCRETE WASHOUT AREA SHOULD BE PROVIDED ONSITE. CONCRETE CANNOT BE WASHED OUT INTO THE PUBLIC RIGHT OF WAY OR STORM SEWER SYSTEM.
  7. DRAINAGE SWALES SHALL BE CONSTRUCTED OF ESTABLISHED VEGETATION, SO2 OR NATIVE VEGETATION.
  8. ALL RESTORATION WITHIN THE RIGHT-OF-WAY SHALL BE COMPLETED WITH TOPSOIL AND SO2.



REVISIONS

NO.	DESCRIPTION

**SUSTAINABLE DESIGN | SUSTAINABLE LIVING**

**Wolf pack CONSULTING, LLC**

418 Booth City Avenue, Westmont, IL 60559  
 Office: (815) 631-3177 • wolfpackco.com

**PROPOSED GRADING & UTILITY PLAN**  
**FIRST STREET REDEVELOPMENT - LOT 4**  
 CITY OF ST. CHARLES, ILLINOIS

PROJ. MGR.	P.J.W.
PROJ. ENG.	K.M.
DRAWN BY	K.M.
DATE	01-28-19

SCALE: 1"=10'  
**SHEET NO.**  
**C3.0**

PROJ. NUMBER







PROJECT  
18072

FIRST STREET BUILDING #8  
NEW CONSTRUCTION  
NORTHEAST CORNER OF S 2ND ST & ILLINOIS ST, CHARLES, IL 61914

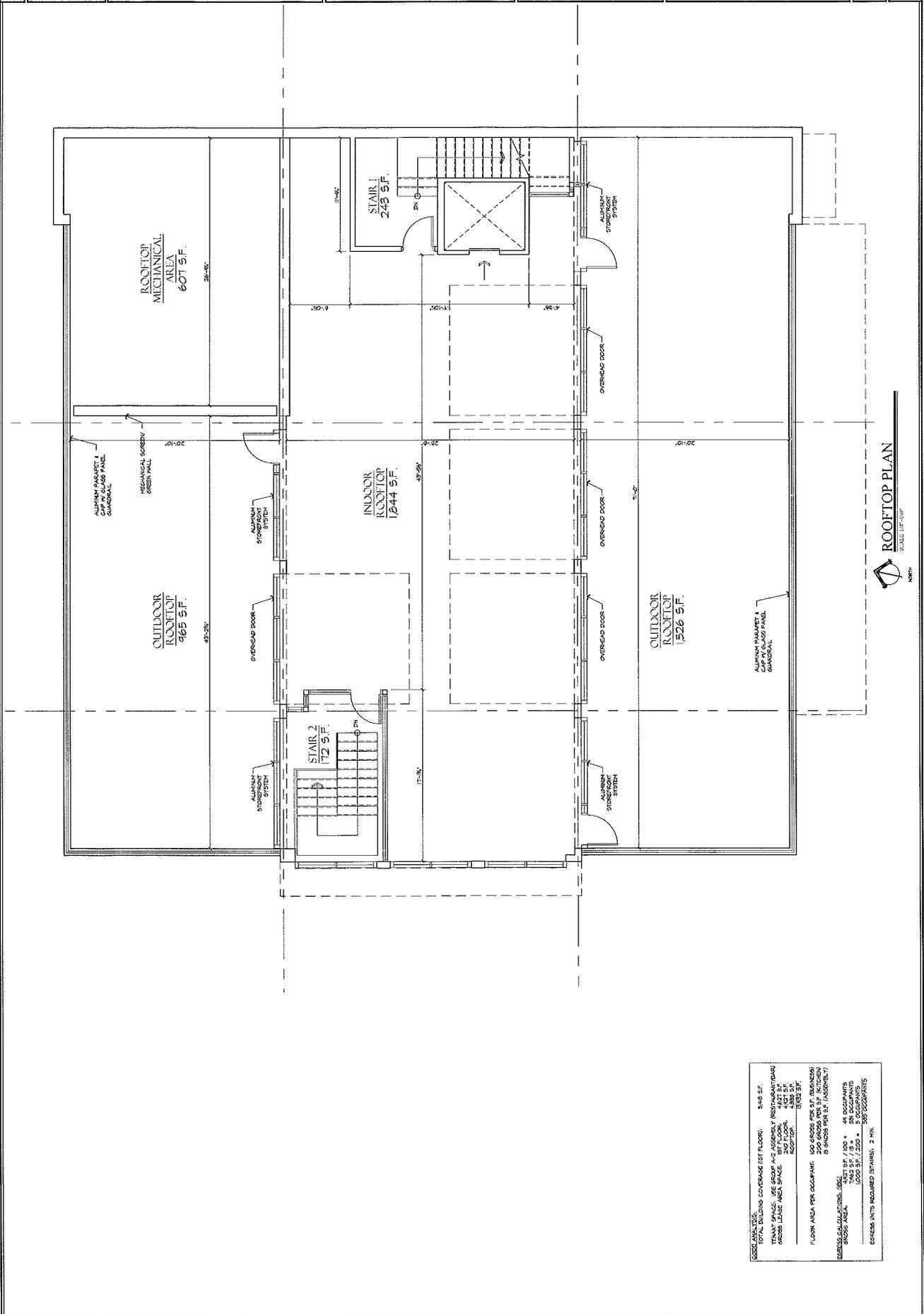
**BATR**  
BATH ARCHITECTURE, LTD.  
2021 N. WASHINGTON ST.  
HOUSATON, IL 61931  
PHONE: 618-513-0992 FAX: 618-513-9819  
WWW.BATHARCH.COM

ROOFTOP PLAN

ISSUED:  
DATE OF REVISION:

SCALE  
1/4" = 1'-0"

A203



**ROOFTOP PLAN**  
SCALE 1/4"=1'-0"

<p> <b>COMMENTS:</b>            TOTAL BUILDING COVERAGE (BY FLOOR): 5,748 S.F.            TOTAL FLOOR AREA: 4,427 S.F.            TOTAL ROOFTOP AREA: 3,370 S.F.            TOTAL LEASE AREA: 4,385 S.F.            TOTAL ROOFTOP LEASE AREA: 3,370 S.F.         </p>	<p>           FLOOR AREA PER OCCUPANT: 100 SQUARE PER 377 (BUSINESS)            100 SQUARE PER 377 (RESTAURANT)            100 SQUARE PER 377 (ASSEMBLY)            100 SQUARE PER 377 (ASSEMBLY)         </p>
<p> <b>BASES CALCULATIONS (S.F.):</b>            1,844 S.F. / 100 = 18.44 OCCUPANTS            965 S.F. / 100 = 9.65 OCCUPANTS            1,526 S.F. / 100 = 15.26 OCCUPANTS            TOTAL OCCUPANTS: 43.35 OCCUPANTS         </p>	<p>           ESCALERS INT'D REQUIRED (STAIRS): 3 MIN.         </p>



PROJECT:  
18072

FIRST STREET BUILDING #8  
NEW CONSTRUCTION  
NORTHEAST CORNER OF S 2ND ST & BLANKS ST, ST CHARLES, IL 60178

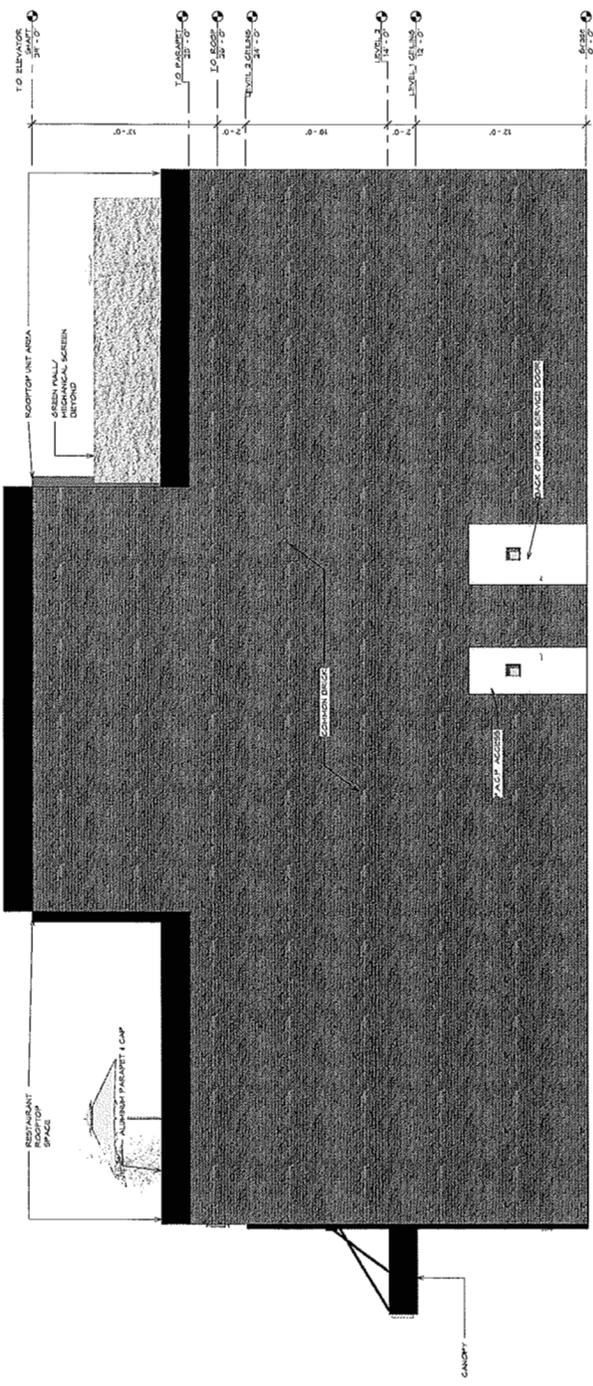
**BATIR**  
BATIR ARCHITECTURE, LTD  
1121 E KANAN ST, SUITE 204, ST CHARLES, IL 60178  
PH: 618.515.5198 FAX: 618.515.5919  
WWW.BATIRARCH.COM

EAST & NORTH  
BUILDING ELEVATIONS

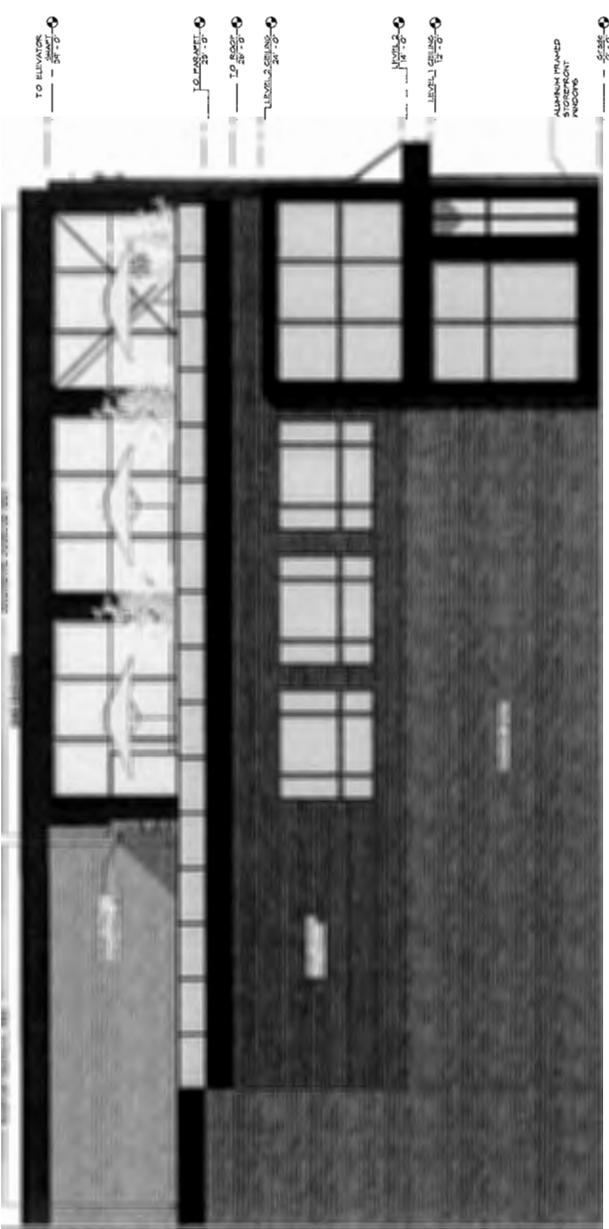
ISSUED:  
DATE OF REVISION

SCALE  
1/4" = 1'-0"  
1/8" = 1'-0"

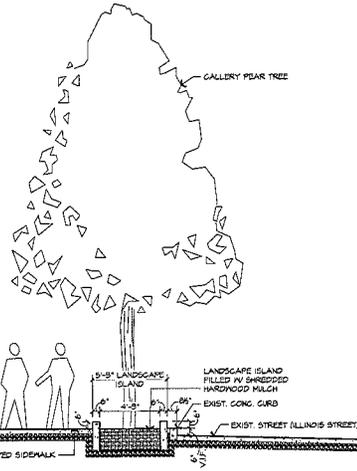
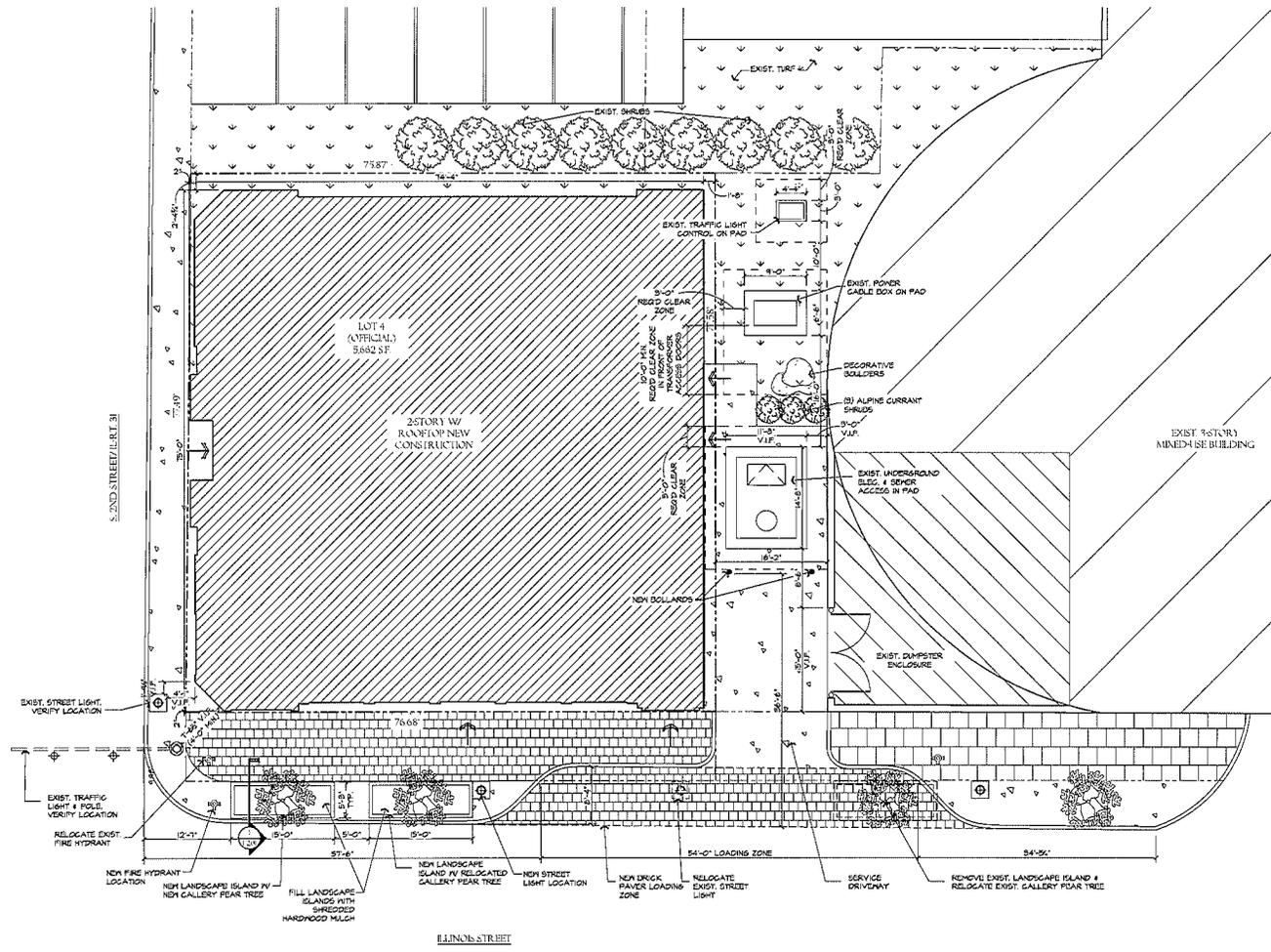
A302



**Building 8 - East Elevation**  
Scale: 1/4" = 1'-0"



**Building 8 - North Elevation**  
Scale: 1/4" = 1'-0"



**LANDSCAPE & ARCHITECTURAL SITE PLAN**  
SCALE: 1/4" = 1'-0"

(201) LANDSCAPE PLAN REGULATIONS (PER CITY OF ST. CHARLES)  
PERCENT OF LANDSCAPED AREA REQ'D: NO MINIMUM REQUIREMENT  
PROPOSED LANDSCAPED AREA: 204 S.F.

**LANDSCAPE PLAN GENERAL NOTES:**

1. ALL SHADE TREES SHALL HAVE A MIN. TRUNK SIZE AT PLANTING OF 2-1/2" TO 3" IN CALIPER AT PLANTING, UNLESS OTHERWISE SPECIFIED. MIN. CALIPER SHALL BE MEASURED 6" ABOVE GRADE.
2. ALL SHRUBS SHALL HAVE A MIN. HEIGHT OF 24" AT PLANTING.
3. PLANTING BEDS SHALL BE MULCHED WITH SHREDDED HARDWOOD MULCH UNLESS OTHERWISE SPECIFIED.
4. ALL TRAFFIC LIGHT POLES & FIRE HYDRANT LOCATIONS TO BE VERIFIED IN FIELD.

**PLANTING LIST & LEGEND:**

- GALLERY PEAR TREE (*Pyrus calleryana*)  
INSTALLATION SIZE: 2" MIN. AT PLANTING  
HEIGHT: ~20'-0"  
QUANTITY: 2  
(SEE PLAN FOR NEWEST)
- ALPINUM CURRANT SHRUB (*Ribes alpinum*)  
INSTALLATION SIZE: 24" MIN. AT PLANTING  
HEIGHT: 24" MIN. AT PLANTING  
QUANTITY: 3
- SHREDDED HARDWOOD MULCH
- TURF GRASS

**EXHIBIT C**  
**PROJECT SCHEDULE**

**1st St Lot 8 Proforma Schedule**

Mar 1, 2019

**Tasks**

2

<b>Name</b>	<b>Begin date</b>	<b>End date</b>
Publication of Alternate Proposals	3/1/19	4/1/19
Leasing & Administrative Prep Period	3/1/19	8/30/19
% Leased to satisfy Loan Requirements	9/2/19	9/2/19
Closing Date	9/2/19	9/2/19
Recieve PUD Approval	3/18/19	3/18/19
Final Architecture & Permit Phase	3/18/19	5/10/19
Effective Date of RDA	4/1/19	4/1/19
Due Dilligence Period	4/1/19	5/30/19
Site Prep	9/2/19	9/6/19
Existing MEP Adjustments/Connections	9/9/19	9/20/19
Excavation	9/23/19	9/27/19
Footing & Foundation	9/30/19	10/18/19
Core	10/21/19	12/6/19
Shell	12/9/19	1/31/20
Interior MEP & Finishes	1/27/20	3/20/20
Tenant Improvements	3/23/20	5/15/20
Final Grade	3/2/20	3/4/20
Surface Improvements	3/5/20	3/18/20
Landscaping	3/19/20	4/1/20

**EXHIBIT D**  
**PROJECT BUDGET**

**1st St - Lot 8**  
**PRELIMINARY DEVELOPMENT BUDGET**  
**Rt 31 & Illinois**  
**ST. CHARLES, ILLINOIS**

2/28/2019

Pre-Dev  
Budget

<b>HARD COSTS</b>		
LAND	Land to be Conveyed, Reflects Tax Contingency only	\$ 50,000
SITE WORK		\$ 200,000
BUILDING		\$ 1,625,375

<b>TI ALLOWANCE/ADDITIONAL LL INTERIOR WORK</b>		
TI Budget	-	\$ 325,075
PERMITS		\$ -
UTILITIES FEES/CONNECTIONS		\$ -
LANDSCAPING		\$ -
OFF SITE/PUBLIC IMPROVEMENTS		\$ -
ENVIRONMENTAL REMEDIATION		\$ -
GATEWAY ELEMENT		\$ -
<b>TOTAL HARD COSTS</b>		<b>\$ 2,200,450</b>

<b>SOFT COSTS</b>		
Architect		\$ 49,500
Civil Engineer		\$ 15,000
Construction Manager		\$ -
Survey & Testing		\$ 12,000
Traffic Study		
Legal		\$ 50,000
Title		\$ 10,000
Builder Risk Insurance		\$ 4,301
Comm Liability Ins		\$ -
Real Estate Taxes		\$ 36,516
Lender's Inspecting Arch		\$ -
Appraisal		\$ 5,000
Financing Fees		\$ 20,000
Interest Reserve		\$ -
Acquisition		\$ -
		\$ 79,090
Leasing Fees		\$ 163,593
Administrative Overhead		\$ 10,000
Marketing/Office		\$ -
Zoning Review		
Contingency		\$ 121,880
<b>TOTAL SOFT COSTS</b>		<b>\$ 576,880</b>

<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 2,777,330</b>
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**EXHIBIT E**  
**DISCLOSURE AFFIDAVIT**

State of Illinois            ) ss  
County of Kane            )

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, \_\_\_\_\_, reside in \_\_\_\_\_, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the \_\_\_\_\_ of Frontier Development, LLC (“Developer”).

That the Redevelopment Property in question has a common street address referred to as: \_\_\_\_\_, and with a Property Index Number(s) of \_\_\_\_\_ (hereinafter “Redevelopment Property”).

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the City, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property after this transaction is consummated.

As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are \_\_\_\_\_; or
- (b) The members with more than 7-1/2% interest are \_\_\_\_\_; or
- © The limited liability company is publicly traded and there is no readily known individual having greater than a 7-1/2% interest in the limited liability company.

This instrument is made to induce the City to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**EXHIBIT E**  
**DISCLOSURE AFFIDAVIT**

State of Illinois            ) ss  
County of Kane            )

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, Curtis Hurst, reside in St. Charles, Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the Manager of STC Lot 4, LLC (“Developer”).

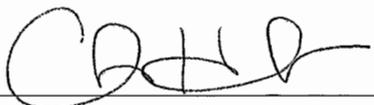
That the Redevelopment Property in question has a common street address referred to as: First Street Redevelopment- Building #8 lot located at the NE corner of Illinois Route 31/S. 2nd Street and Illinois Street, and with a Property Index Number(s) of 09-34-126-021 (hereinafter “Redevelopment Property”).

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the City, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property after this transaction is consummated.

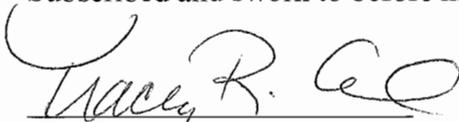
As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are N/A; or
- (b) The members with more than 7-½% interest are Frontier Development LLC; or
- (c) The limited liability company is publicly traded and there is no readily known individual having greater than a 7-½% interest in the limited liability company.

This instrument is made to induce the City to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: 

Subscribed and sworn to before me this 18 day of March, 2019.

  
Notary Public

