

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. RITA PAYLEITNER – CHAIR
MONDAY, SEPTEMBER 14, 2020 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. CALL TO ORDER

2. ROLL CALL

3. OMNIBUS VOTE

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

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Recommendation to approve an Economic Incentive Agreement with McGrath Motors, Inc. (McGrath Honda relocation and expansion at former Mega Center property)
- b. Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision.
- c. Recommendation to approve a Minor Change to PUD for Prairie Centre Mixed Use buildings.
- d. Presentation of a Concept Plan for Anthony Place 2
- e. Plan Commission recommendation to approve a Zoning Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan for Munhall Glen.
- f. Plan Commission recommendation to approve a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for Pride of Kane County, southeast corner of Kirk Rd. and E. Main St.
- g. Consideration of a request regarding The Reserve of St. Charles bike path.
- *h. Consideration of a request to rename Porter Court.
- *i. Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and St. Charles Public Library District regarding the St. Charles Public Library, 1 S. 6th Ave.

5. ADDITIONAL BUSINESS

6. 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)

7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.

8. ADJOURNMENT

ADA Compliance

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

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number:** 4a**Title:**

Recommendation to approve an Economic Incentive Agreement with McGrath Motors, Inc. (McGrath Honda relocation and expansion at former Mega Center property)

Presenter:

Mark Koenen

Meeting: Planning & Development Committee**Date:** September 14, 2020**Proposed Cost:** \$5,256,000 (total incentive proposal)Not Budgeted: ☒**Executive Summary** (*if not budgeted please explain*):

Gary McGrath is the president and owner of McGrath Honda of St. Charles, located at 1411 E. Main Street. Mr. McGrath has been actively seeking to expand his St. Charles dealership to accommodate increased sales and inventory. The current location is approximately 2.9 acres and is insufficient for their current and projected demands. In recent years, McGrath Honda has acquired several off-site parcels that are used for inventory storage to support sales at the dealership site; however, the only long-term solution is to relocate the dealership to a larger site.

There are limited real estate opportunities in St. Charles that would be suitable for a large car dealership. McGrath is under contract to purchase the Mega Center property, shown as Lot 1 on the proposed subdivision plat of the former Pheasant Run Resort property. He plans to transform the western portion of the 12-acre site into a 50,000+ square foot dealership and service facility that will utilize 500 of the 800 available parking spaces. The remaining 300 spaces on the eastern side of Lot 1 have the potential to be developed into a second dealership at a later date.

The City initially received an Economic Incentive application from Mr. McGrath in February 2020. The request has since been revised, as noted on the attached request letter and correction sheet.

McGrath has indicated that without an incentive this project is not feasible, due to certain extraordinary costs. The proposed incentive terms provide funds from the City to contribute towards the site's utility improvements as well as a sales tax rebate retention incentive.

Description of Public Benefits:

- Redevelop 12 acres and expand the existing Mega Center building into a 52,000+ sq. ft. dealership and service facility.
- Retention of 60 jobs with an average salary of \$52,000, with 40 employees to be added.
- Catalyst for new private investment- with the Pheasant Run Resort now closed, the redevelopment of the Mega Center demonstrates promising investment in the East Gateway, and the resort property itself, which could encourage further development of the nearby vacant or underutilized properties.
- A project that can offset extraordinary redevelopment costs, including initial public infrastructure improvements to electric, water and sanitary sewer, that will better position the remainder of the former resort property for redevelopment.
- Potential opportunities for future dealerships, including a second dealership on the surplus Mega Center property and potential to back-fill the current 1411 E. Main Street location.

Proposed Incentive:

The details of the requested incentive agreement are as follows:

- The total incentive requested of \$5,256,000 for a term of 15 years:
 - City reimbursement to McGrath for the following eligible public utility improvements:
 - Up to a maximum amount of \$546,000 for watermain and electric extension to serve the site
 - Up to a maximum amount of \$710,000 for contribution to sanitary sewer system improvements (subdivision lift station / forcemain and sewer to Kautz Rd.)
 - At the request of the applicant, a \$7,000 application fee reimbursement is also included in the incentive package. The \$7,000 application fee was paid by the applicant and will be reimbursed through the City's review escrow.
 - The remaining \$4,000,000 of the requested incentive shall be paid through a sales tax revenue rebate with no interest. The dealership shall receive 75% of future sales tax and the remaining 25% shall be retained by the City. The applicant shall receive this share of annual sales tax until the applicant receives \$4,000,000 OR the agreement reaches the 15-year term limit.
- In the event of closure or relocation of the dealership outside of the City during the term of the agreement, the City is to be paid back any remainder of the public utility reimbursement that has not been recovered through the City's retained 25% portion of sales taxes generated.

Attachments *(please list):*

Draft Economic Incentive Agreement

Economic Incentive Application

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an Economic Incentive Agreement with McGrath Motors, Inc. (McGrath Honda relocation and expansion at former Mega Center property)

SALES TAX REVENUE SHARING AGREEMENT

THIS SALES TAX REVENUE SHARING AGREEMENT (the “**Agreement**”) is entered into on this ____ day of _____, 2020, by and between the **City of St. Charles**, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as the “**City**”) and **McGrath Motors, Inc.** an Illinois corporation doing business under the assumed name of McGrath Honda of St. Charles (hereinafter referred to as the “**Company**”). The Company and the City are hereinafter individually sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

W I T N E S S E T H:

WHEREAS, the City has a population of more than 25,000 persons, and is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

WHEREAS, the City, pursuant to 65 ILCS 5/8-1-2.5 is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the City, pursuant to 65 ILCS 5/8-11-20 is authorized to enter into economic incentive agreements relating to the development or redevelopment of land within its corporate limits and may agree to share or rebate a portion of the retailer’s occupation taxes

received by the municipality that are generated by the development or redevelopment over a finite period of time; and

WHEREAS, the Company proposes to (i) acquire certain property in the City of St. Charles, currently legally described on **Exhibit “A”** attached hereto and made a part hereof, and ultimately to become Lot 1 of the Subdivision (the “**Property**”), and (ii) relocate its existing Honda dealership within the City to a portion of the Property and redevelop a portion of the Property by, among other things, repurposing the existing Mega Center Building on the Property into an approximately 52,500 square foot Honda new and used car sale dealership and service facility (the “**Dealership**”), as described and depicted in more detail on **Exhibit “B”** attached hereto and incorporated herein (the “**Project**”); and

WHEREAS, pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- A. The Project is expected to create or retain job opportunities within the City.
- B. The Project will serve to further the development of adjacent areas.
- C. Without this Agreement, the Project would not be possible.
- D. The Company meets high standards of creditworthiness and financial strength, as demonstrated by a letter from a financial institution having assets of \$10,000,000 or more which attests to the financial strength of the Company.
- E. The Project will strengthen the commercial sector of the City.
- F. The Project will enhance the tax base of the City.
- G. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, the City and the Company agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

Section 2. Definitions.

For purposes of this Agreement, the capitalized terms shall have the following meanings:

“City’s Share of Sales Taxes”- means the amount of Sales Taxes remitted by the State of Illinois to the City from the State’s collection of Sales Taxes.

“City Utility Contribution” - The City’s obligation to contribute amounts not to exceed One Million Two Hundred Fifty-Six Thousand Dollars (\$1,256,000.00), for the purpose of funding necessary utility improvements as set forth in Section 4.

“City Application Fee Refund”- the Seven Thousand Dollars (\$7,000.00) paid by the Company to the City in order to come to this Agreement.

"Department" - means the Illinois Department of Revenue.

“Lot 1” means the approximate 12 acre lot at the eastern-most end of the Plat of Subdivision, as hereinafter identified, to be purchased and developed by the Company or its affiliate. Lot 1, when platted, will be synonymous with the Property.

“Maximum Sales Tax Payment” - means notwithstanding anything contained in this Agreement to the contrary, the amount of \$4,000,000, without interest.

“Sales Tax(es)” - means any and all of those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailer's Occupation Tax Act, each as supplemented and amended from time to time, or any substitute taxes therefor as provided by the State of Illinois in the future. The term “Sales Tax(es)” shall also include (i) any future tax that may be imposed by the State of Illinois on services (labor) rendered by the Company at the Property and (ii) the Home Rule Municipal Retailers' Occupation Tax and the Home Rule Municipal Service Occupation Tax imposed by the City pursuant to Chapter 3.36 of the City Code, for the sale of any item of tangible personal property not titled or registered with an agency of the State of Illinois or any other municipal use, retail or service occupation tax imposed by the City, except as provided by Section 7(e) hereof.

“Sales Tax Commencement Date” - means the first day of January immediately following the date the Company opens the Project for business on the Property.

“Sales Tax Distribution(s)” - means the distribution of Sales Taxes pursuant to the terms of this Agreement.

“Sales Tax Participation Period” - means the period of fifteen (15) Sales Tax Years beginning on the Sales Tax Commencement Date unless extended pursuant to the Sales Tax Participation Period Extension.

“Sales Tax Participation Period Extension” shall be defined as follows: In the event that the Illinois General Assembly terminates, suspends or reduces the percentage of Sales Tax

distributed to the City or reduces the amount applicable to the sale of titled vehicles during the Sales Tax Participation Period (currently 1%), the Sales Tax Participation Period shall be extended an additional five (5) years. In the event that the termination, suspension or reduction of the percentage of Sales Tax is temporary and is in effect for less than five (5) years, the Sales Tax Participation Period shall be extended only for the corresponding number of years that the Sales Tax is terminated, suspended or reduced.

“Sales Tax Year(s)” - means the twelve (12) consecutive month period starting on the Sales Tax Commencement Date and ending twelve (12) months later, and each consecutive succeeding twelve (12) month period thereafter.

“Seller” means St. Charles Resort, LLC, a Delaware limited liability company.

Section 3. Conditions Precedent. All undertakings on the part of the City pursuant to this Agreement are subject to satisfaction of the following preconditions:

(A) Prior to or at closing of the Property by the Company or an entity controlled by the Company or its principal (a “**Company Affiliate**”), a plat of the subdivision, substantially in accordance with the Pheasant Run Resort Subdivision Plat of Subdivision, attached hereto as **Exhibit “C”** and made a part hereof (“**Plat of Subdivision**”), shall be prepared and signed by the Seller and approved by the City, in accordance with its standard subdivision requirements, and recorded with the DuPage County Recorder of Deeds. It is hereby acknowledged that the Company is not charged with any performance obligations as to the satisfaction of the contingency in this Section 3A.

(B) The Company or a Company Affiliate shall have closed on the purchase of the Property (the “**Closing**”) within thirty (30) days following the recording of the Plat of Subdivision.

(C) Within one hundred twenty (120) days after the Closing of the Property (the “**120 Day Post-Closing Period**”), and prior to commencement of construction of the Project, the Company or the Company Affiliate shall (i) submit building plans, utility engineering plans and construction documents consistent with the required building permit submittals to the City for review and approval in such form and detail as the City customarily requires; (ii) take all steps

required to secure building permits from the City, IEPA permit, and any other required regulatory permit for the Utility Improvements, as defined below, or the Project; and (iii) diligently commence redevelopment of that portion of the Property to construct the Project upon procurement of all required Permits, pursuant to and in substantial accordance with the Project Schedule, attached hereto as **Exhibit “D”** and made a part hereof. It is acknowledged that an IEPA sanitary permit may not be available to the Company or the Company Affiliate within the 120 Day Post-Closing Period because, among other possible reasons, the Seller may not have sufficiently progressed in its construction of the Off-Site Public Sanitary System to be extended and connected to by the Company or the Company Affiliate, and in such event: (A) the time for the procurement of the IEPA sanitary Permit shall be reasonably extended; (B) the City shall permit the Company or the Company Affiliate to proceed with the construction of the remainder of the Project; and (C) the City shall permit the Project to be served by the existing private sanitary sewer system now serving the so-called Mega Center building (the “**Existing Private Sanitary System**”) until a date (the “**Sanitary Connection Deadline**”) that is ninety (90) days after the Off-Site Public Sanitary System has been extended by the Seller to manhole A near the southwest corner of the Property, and accepted for ownership and maintenance by the City, subject to extension by reason of Force Majeure. As of the Sanitary Connection Deadline, the Company and / or the Company Affiliate shall disconnect the Project from the Existing Private Sanitary System. Additionally, the City shall have no obligation to maintain the said Existing Private Sanitary System.

If the conditions in subsections (A) and (B)) of this Subsection 3 are not met on or before the dates (if any) specified in the particular subsection, but in any event on or before January 31, 2021, or if the condition described in subsection (C) of this Subsection 3 is not met on or before the date specified in that particular subsection, but in any event on or before May 31, 2021, then the

City shall have the right, upon notice to the Company, to terminate this Agreement, where after this Agreement shall be of no further force or effect, without further action of the parties.

Section 4. City Utility Contribution: Application Fee Refund. Provided the Company shall comply with and continue to be in compliance with the provisions of this Agreement, the satisfaction of the conditions precedent in Section 3 above, and subject to the expiration of any cure period as provided in Section 14 hereof, the City shall reimburse to the Company the City Utility Contribution, as follows:

- (a) The City's Utility Contribution will be reimbursed to the Company solely for the following eligible utility expenses ("**Utility Improvements**"):
 - 1. An amount equal to the lesser of (i) Five Hundred Forty-Six Thousand Dollars (\$546,000.00) and (ii) the actual documented costs for the construction by the Company or the Company Affiliate of approved public watermain, public electric facilities, and the portion of the public sanitary sewer main to serve the Project (collectively, the "**On-Site Project Utilities**") substantially as depicted on **Exhibit "E"** attached hereto and made a part hereof ("**Project Utility Plan**"); and
 - 2. An amount equal to the lesser of (i) Seven Hundred Ten Thousand Dollars (\$710,000.00) and (ii) the actual documented costs to reimburse the Company or the Company Affiliate for its actual private contribution obligation up to Seven Hundred Ten Thousand Dollars (\$710,000.00), which, together with the sum of Five Hundred Thousand Dollars (\$500,000.00) supplied by the Seller, will be used by the Seller for the approved construction of a new public sanitary lift station/forcemain ("**Off-Site Public Sanitary System**") across Lots 2 and 3 of the Plat of Subdivision to Kautz Road, with a connection to the existing public sanitary sewer in Kautz Road, as depicted on **Exhibit "F"**, attached hereto and made a part hereof ("**Off-Site Public Sanitary System Plan**"). It is acknowledged that the construction of said Off-Site Public Sanitary System is proposed to be performed by the Seller. The City's incremental Utility Contribution of up to Seven Hundred Ten Thousand Dollars (\$710,000.00) shall be reimbursed to the Company or the Company Affiliate, within seven (7) days after application by the Company, or Company Affiliate, to the City of the incremental, actual costs incurred by the Company, or Company Affiliate, and the City (i) incrementally approves the Seller's construction of the Off-Site Public Sanitary System, pursuant to the City's subdivision codes, ordinances and regulations, and (ii) is provided by Seller with sworn statements and mechanics lien waivers satisfactory to the City to support each pay-out.
- (b) Prior to the incremental reimbursement to the Company or Company Affiliate of any funds by the City with respect to the On-Site Project Utilities, the City shall first (i) approve the

Code compliant construction of the On-Site Project Utilities and (ii) receive from the Company or Company Affiliate a full and complete Payment Application (collectively, the “**Reimbursement Conditions**”). As used herein, the term “**Payment Application**” means a written request and all documentation required by the City’s Director of Community & Economic Development or designee to verify the amount of costs actually incurred for the On-Site Project Utilities completed to the date of such Payment Application and for which reimbursement is sought, including, without limitation: Application and Certificate for Payment; Sworn Owner’s and Contractor’s/Subcontractor’s Statements; partial and/or final lien waivers (as the case may be); and other such customary documents as may be required by the City. The City agrees to reimburse to the Company or Company Affiliate within seven (7) working days from the satisfaction of the Reimbursement Conditions as to each Payment Application, and to not unreasonably withhold, condition or delay such direction.

- (c) Within thirty (30) days of issuance of an occupancy permit for the Project, the City shall pay the City Application Fee Refund to the Company.

Section 5. Sales Tax Distributions. Provided the Company shall comply with and continue to be in compliance with the provisions of this Agreement, subject to the expiration of any cure period as provided in Section 14 hereof, the City shall make Sales Tax Distributions as follows:

The Sales Tax Distributions from the Project shall be paid as follows:

- i. Seventy-five percent (75%) of the City’s Share of Sales Tax from the Project shall be distributed to the Company (“**Company’s Share**”); and
- ii. The remainder of the City’s Share of Sales Tax (25%) shall be retained by the City and paid into the City’s General Fund (“**City’s Retained Share**”).

Notwithstanding the foregoing, the total amount of Company’s Share of Sales Tax Distributions to the Company from the Project shall not exceed the Maximum Sales Tax Payment.

For each Sales Tax Year during the Sales Tax Participation Period, the City shall make quarterly Sales Tax Distributions. The City shall not make any Sales Tax Distribution until the City shall actually receive payment of Sales Tax revenue from the Department. The City shall compute each of the City’s Retained Share and Company’s Share, respectively, of Sales Taxes originating from taxable sales activities on the Project for each quarterly period, on a calendar year basis (March 31, June 30, September 30 and December 31), and make the Sales Tax Distribution in

accordance with the formula set forth above. The City shall make the Sales Tax Distributions within thirty (30) days of receipt of the City's Share of Sales Tax payment from the Department for the applicable quarterly period, and each Sales Tax Distribution shall be accompanied by an affidavit from the City's Director of Finance setting forth the determination of such Sales Tax Distribution.

If the payment due date does not fall on a business day, payment shall be made on the next following business day. If, for any reason, the Department fails to distribute all of the Sales Taxes due to the City that are attributable to the Project for an applicable period, then the City shall make the Sales Tax Distribution (calculated pursuant to the formula set forth above) based upon the amount actually received by the City from the Department attributable to the Project. Upon receipt of any additional City's Share of Sales Taxes attributable to the Project for such period, the City shall make an additional distribution within fifteen (15) days of receipt of such additional City's Share of Sales Taxes from the Department.

Section 6. Limitations on Distributions. The Sales Tax Distributions set forth herein shall be subject to the following additional terms and conditions:

- (a) Such Sales Tax Distributions shall be payable solely from the City's Share of Sales Taxes actually received (whether by check or electronic transfer) by the City from the Department and originating from the taxable sales activities from the Project, and the City shall not be obligated to pay any Sales Tax Distributions identified herein from any other fund or source.
- (b) The City shall not be required to affect any Sales Tax Distributions from any of the City's Share of Sales Taxes, or otherwise, generated after expiration of the Sales Tax Participation Period unless the Sales Tax Participation Period is extended pursuant to the Sales Tax Participation Period Extension. The foregoing, however, shall not relieve the City from its obligation to make Sales Tax Distributions from the City's Share of Sales Taxes received by the City after expiration of the Sales Tax Participation Period, subject to the limitations of this Agreement, to the extent that such City's Share of sales taxes receipts were generated from Project sales during the Sales Tax Participation Period.
- (c) If at any time during the term of this Agreement, the Company (i) relocates or otherwise transfers its operations occurring on the Property to a site located outside the corporate

limits of the City (a “**Company Prohibited Relocation**”), or (ii) should the Dealership be closed or vacated and not re-established within the corporate limits of the City within thirty (30) days of such closure / vacation (a “**Dealership Closure**”), then in either case this Agreement shall terminate and the Company shall not be entitled to any further Sales Tax Distributions with respect to retail sales made thereafter. Additionally, upon either (x) a Company Prohibited Relocation or (y) a Dealership Closure, the Company shall pay to the City, within forty-five (45) days after the occurrence of either event, the positive difference (if any) obtained by subtracting from the City Utility Contribution the aggregate amount of the City’s Retained Share of Sales Taxes arising from sales on the Property through the date of such occurrence,

Section 7. Changes in Law. The parties acknowledge that the agreement to distribute Sales Taxes as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one percent (1%) of the taxable sales within each such municipality, including titled vehicles. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of sales tax revenues to Illinois municipalities. The parties desire to make express provision for the effect of such change upon the operation of this Agreement. Accordingly, the parties agree as follows:

- (a) The City shall not, under any circumstances, be required to impose a municipal sales tax or other tax for the purpose of providing a source of funds for the Sales Tax Distributions herein contemplated.
- (b) Should the Illinois General Assembly hereafter eliminate the distribution of sales tax revenues to Illinois municipalities, or otherwise alter the distribution formula in a manner which prevents the City from being able to ascertain with specificity the amount of Sales Taxes being received by the City as a direct result of the taxable sales activities generated by the Project, the City shall have no obligation to make Sales Tax Distributions to the Company based upon the taxable sales activities generated by the Project, except to the extent provided otherwise in subparagraph (e) below. However, in the event the City can ascertain with specificity the amount of Sales Taxes being received by the City from the Company's records (certified copies of which the Company shall provide to the City), the City shall make the Sales Tax Distributions.
- (c) Should the Illinois General Assembly hereafter and during the Sales Tax Participation Period increase the percentage of sales tax revenues distributed to Illinois municipalities, the Sales Tax Distributions provided for herein shall continue but shall apply solely to the amount of Sales Taxes equal to one percent (1%) of taxable sales activities, with such distribution continuing to be made in accordance with the distribution formula contained in Section 5.

- (d) Should the Illinois General Assembly hereafter and during the Sales Tax Participation Period reduce the percentage of sales tax revenues distributed to Illinois municipalities, Sales Tax Distributions provided for herein shall continue to be made in accordance with the distribution formula contained in Section 5.
- (e) Should the Illinois General Assembly hereafter and during the Sales Tax Participation Period eliminate, reduce or alter the formula for the distribution of sales tax revenues, as contemplated in subparagraphs (b) or (d) hereof, and should the City, in response to and during any such period of elimination, reduction or alteration occurring within the Sales Tax Participation Period, if authorized by law, impose or increase its municipal sales tax on retail sales activities occurring within the City's boundaries, and provided the amount of sales tax revenues generated by the Project can thereafter be determined with specificity, then the sales tax revenues generated thereby, up to an amount equal to one (1%) of the eligible retail sales activities by the Project, shall be distributed in accordance with the distribution formula contained in Section 5 (subject to the various limitations contained herein).

Section 8. Obtaining Sales Tax Information. The City shall provide such authorization and/or take such additional actions as may reasonably be required to obtain necessary information from the Department to enable the City to determine the amount of Sales Taxes during any portion of the Sales Tax Participation Period. The Company shall take all reasonable actions necessary to provide the Department with any and all documentation, to the extent reasonably available, that may be required by the Department and shall provide the City with a power of attorney letter addressed to, and in a form satisfactory to, the Department authorizing the Department to release all general gross revenue and sales tax information relating to the Project to the City, which letter shall authorize disclosing such information to the City during the Sales Tax Participation Period. Such letter shall be in a form attached hereto as **Exhibit "G"** and made a part hereof, or such other or additional forms as required from time to time by the Department in order to release such information to the City.

In the event the Department refuses or otherwise fails to make the necessary sales tax information available to the City, the Company shall furnish to the City copies of the ST-1 and ST-2 or equivalent monthly statements filed with the Department relating to the Project, certified by the

Company, showing the amount of Sales Taxes paid during such month by the Company, together with evidence of the payment of such revenues, and the City agrees to rely upon such certified monthly statements and evidence of payment in calculating the amount of Sales Tax Distributions available for disbursement to the Company hereunder.

If the Department stops using either the ST-1 or ST-2 or equivalent monthly statement forms for the reporting of gross sales receipts and the determination of gross sales tax obligations, the Company shall furnish to the City, and the City, in fulfilling its obligations under this Agreement, shall rely upon, such equivalent or replacement forms as the Department may then employ for determining and receiving such information, provided the City receives certified copies of such equivalent or replacement forms and evidence of payment of the sums referred to in such forms.

The Company acknowledges that the City shall have no obligation to make Sales Tax Distributions to the Company that reflect the taxable sales activities on the Project unless and until the City receives from the Company the documentation and evidence of payment referred to in this Section; provided, however, that the City shall request all such documentation from the Company in writing.

Section 9. Confidentiality of Information. The Company hereby claims that the information received, or to be received, by the City pursuant to this Agreement is proprietary and confidential and that the disclosure of such information would cause competitive harm to the Company; therefore, to the fullest extent permitted by law, the City shall treat information received by it as confidential financial information under the Illinois Freedom of Information Act. To the extent the City is required to disclose such information, it shall limit such disclosure, to the extent possible, to the release of general "gross" revenue and sales tax information so that proprietary

information of individual businesses and purchasers is protected and kept confidential, including, but not limited to, the specifics of the Company's tax returns.

Section 10. Amended Returns and Audits. In the event the Company amends any sales and use tax return upon which Sales Tax Distributions were made to the Company pursuant to this Agreement, the Company will notify the City of such amendment within ten (10) days of filing such amended return and the City shall use its reasonable best efforts to obtain such information from the Department. If, as a result of an amended return, the City owes an additional distribution to the Company, such distribution shall be made promptly upon receipt by the City of such additional Sales Taxes. If, as a result of an amended return, the City is entitled to receive a portion of a Sales Tax Distribution back, the Company shall repay such amount to the City within thirty (30) days of written notice from the City.

In the event that the Company is audited by the Department, the Company shall notify the City of such audit within ten (10) days of completion of said audit. If such audit results in adjustment to sales and use tax returns previously submitted upon which Sales Tax Distributions were made, upon final disposition of any changes made as a result of such audit, any amount due and owing to a party shall be made in the manner described in the preceding paragraph.

Section 11. Compliance with Laws. Subsequent to the Commencement Date, and for the duration of the Sales Tax Participation Period, the Company shall:

a. To the best of its knowledge, continue to be in compliance with the terms and conditions of this Agreement and all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Property and this Agreement as the same may, from time to time, be in force and effect. The Company specifically represents and warrants, but not by way of limitation of the foregoing, that it shall not knowingly take any actions

that would cause this Agreement to be in violation of the provisions of 65 ILCS 5/8-11-21, as amended from time to time. The Company hereby agrees to indemnify and hold the City harmless from all liability, loss, cost, fine, penalty, interest or other expense, including court costs and attorneys' fees relating to any such judgments, awards, litigation, suits, demands or proceedings that may result from any violation of this provision.

b. To the extent required by law, the Company and/or Company Affiliate undertaking the construction of the Project 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 Company 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 Prevailing Wage Act. The indemnification obligations of this Section on the part of the Company shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Company 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. Should the Company, for any reason, fail to remain in continual compliance with the standards set forth herein, the City's duty to make the Sales Tax Distributions during such period of non-compliance shall be suspended. If, at any time during the balance of the term of the Sales Tax

Participation Period, the Company shall re-establish compliance with all of the standards set forth herein and the City shall acknowledge that such compliance exists, the City's duty to make Sales Tax Distributions as herein provided for shall resume; provided, however, that a Sales Tax Distribution for a month during which the Company was out of compliance shall not be made. Months during which the Company was out of compliance with the standards set forth herein and for which the Company was properly noticed shall be counted in the maximum 15-year term of the Sales Tax Participation Period. Notwithstanding the foregoing, however, for purposes of this Agreement, the Company shall not be deemed to be out of compliance with the standards set forth herein if, following the Company's receipt of written notice from the City of non-compliance, the Company cures such non-compliance to the reasonable satisfaction of the City within the provisions and time constraints set forth in Section 14 herein.

Section 12. Limitation of Liability. Notwithstanding anything herein contained to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement shall not be a general debt of the City on or a charge against its general credit or taxing powers, but shall be payable solely out of the City's Share of Sales Taxes as set forth in this Agreement. No recourse shall be had for any payment pursuant to this Agreement against any officer, employee, attorney, elected or appointed official, past, present or future of the City.

Section 13. Appropriation. The City shall provide for payments required under this Agreement in its annual appropriation ordinance for the fiscal year in which such payment may be due.

Section 14. Default. In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. All

parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days after receipt of written notice of such default; provided, however, that said thirty (30) day period shall be extended (i) if the alleged violation or default is not reasonably susceptible to being cured within said thirty (30) day period and (ii) if the party in default has promptly initiated a cure of the violation or default and (iii) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

Section 15. Law Governing/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the Illinois state courts and venue shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

Section 16. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section 17. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 18. Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier or certified mail, return receipt requested, as follows:

To the Company:

McGrath Honda of St. Charles
Attn: Gary McGrath
2020 N Randall Road
Elgin, Illinois 60123
Attn: Gary McGrath

with copies to:

Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue, Suite 100,
Elgin, Illinois 60123
Attn: Peter C. Bazos
Phone: 847/742-8800 x2030
Email: pbazos@bazosfreeman.com

To the City:

City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Attn: City Administrator
Phone: 630/377-4422
Email: CAO@stcharlesil.gov

with copies to:

Storino, Ramello & Durkin
9501 W Devon Avenue, Suite 800
Rosemont, Illinois 60018
Attn: Nicholas S. Peppers
Phone: 847/318-9500
Email: npeppers@srd-law.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, with proof of delivery thereof. Notices shall be deemed delivered to the address set forth above (i) when delivered in person on a business day, (ii) on the same business day received if delivered by overnight courier or (iii) on the third (3rd) business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Section 19. Assignments. This Agreement may not be assigned without the City's consent, such consent not to be unreasonably withheld, and in any event, such consent shall be granted in the event such assignment does not result in a violation of 65 ILCS 5/8-11-21 or other applicable law, and said assignment is to a vehicle dealer (i) maintaining the then existing Dealership on the

Property in substantially the same manner, or (ii) having as a principal activity on the Property the sale of new and used vehicles and which dealership is not already located within the City. The Company hereby agrees to indemnify and hold the City harmless from all liability, loss, cost or expense, including court costs and attorneys' fees relating to any such judgments, awards, litigation, suits, demands or proceedings with regard to any assignment that violates this Section.

Upon any such assignment, any reference to the Company hereunder shall from and after the effective date of the assignment, be deemed such assignee and the Company shall thereupon have no further rights or obligations hereunder, except for the indemnification provisions set forth herein or as specifically provided for in the document governing such assignment.

Notwithstanding the foregoing, the Company may collaterally assign its rights hereunder to any Company lenders as security for loans to the Company and/or the title holder of the Property.

The parties acknowledge that this Agreement is an obligation which is for the benefit of the Company, or permitted assignee, and is not a covenant running with the land.

Section 20. Force Majeure. Performance by either Party hereunder shall not be deemed to be in default as a result of unavoidable delays or defaults due to war, insurrection, strikes, lockouts, riots, extreme adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones), earth-quakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, or any other like event or condition beyond the reasonable control of the Party affected thereby which in fact interferes with the ability of such Party to discharge their respective obligations hereunder and which by the exercise of reasonable diligence the party affected was unable to prevent or mitigate (collectively, “**Force Majeure Events**”);

provided, however, that unavoidable delays shall not include (i) economic hardship or impracticability of performance, (ii) commercial or economic frustration of purpose, or (iii) a failure of performance by a contractor (unless caused by Force Majeure Events), and the party claiming a Force Majeure Event shall notify the other party in writing within twenty-one (21) days of the claimed Force Majeure Event, specifying, in sufficient detail, the Force Majeure Event and the reasons preventing performance of its obligations under this Agreement and then the performance time for such act or action shall be extended for a period equivalent to the period of such delay approved by the other party of the Force Majeure Event. Upon cessation of the Force Majeure Event, the party affected must as soon as reasonably practicable recommence its delayed performance under this Agreement.

Section 21. Third Party Beneficiaries. The City and the Company agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third party beneficiary. Except as otherwise provided herein, no third party shall have any rights or claims against the City arising from this Agreement.

Section 22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the Company's permitted assigns.

Section 23. City Approval or Direction. Where City approval or direction is required by this Agreement, such approval or direction means the approval or direction of the City Council of the City unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 24. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 25. Authority to Execute. The Company hereby represents and warrants that it has the requisite authority to enter into this Agreement and the individual signing this Agreement on behalf of the Company is a duly authorized agent of the Company and is authorized to sign this Agreement. The Mayor and City Clerk of the City hereby warrant that they have been lawfully authorized by the City Council of the City to execute this Agreement, all requisite action by the City having been taken.

Section 26. Integration/Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Company and the City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by both parties hereto. However, whenever under the provisions of this Agreement any notice or consent of the City or the Company is required, or the City or the Company is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the Mayor or his designee and for the Company by any officer or employee as the Company so authorizes.

Section 27. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

Section 28. Term. Unless sooner terminated by agreement of the parties or otherwise pursuant to the provisions of this Agreement, including but not limited to Sections 6(b) and 6(c), but

subject to Section 5, this Agreement shall be effective upon the execution by both parties thereto and shall continue in effect until the Sales Tax Distributions to the Company have reached the Maximum Sales Tax Payment or the expiration of the Sales Tax Participation Period, whichever occurs first. At such time, this Agreement shall become null and void and be of no further force or effect.

Section 29. Counterparts. This Agreement may be executed in two (2) or more counterparts each of which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date
and year first written above.

CITY OF ST. CHARLES, an Illinois
Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

McGrath Motors, Inc.
an Illinois corporation

By: _____
Gary McGrath
Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Rogina, Mayor of the City of St. Charles, and Charles Amenta, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said City, for the uses and purposes therein set forth; and said City Clerk then and there acknowledged that she, as custodian of the corporate seal of the City of St. Charles, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____,
2020.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary D. McGrath, President of McGrath Motors, Inc., an Illinois corporation , personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2020.

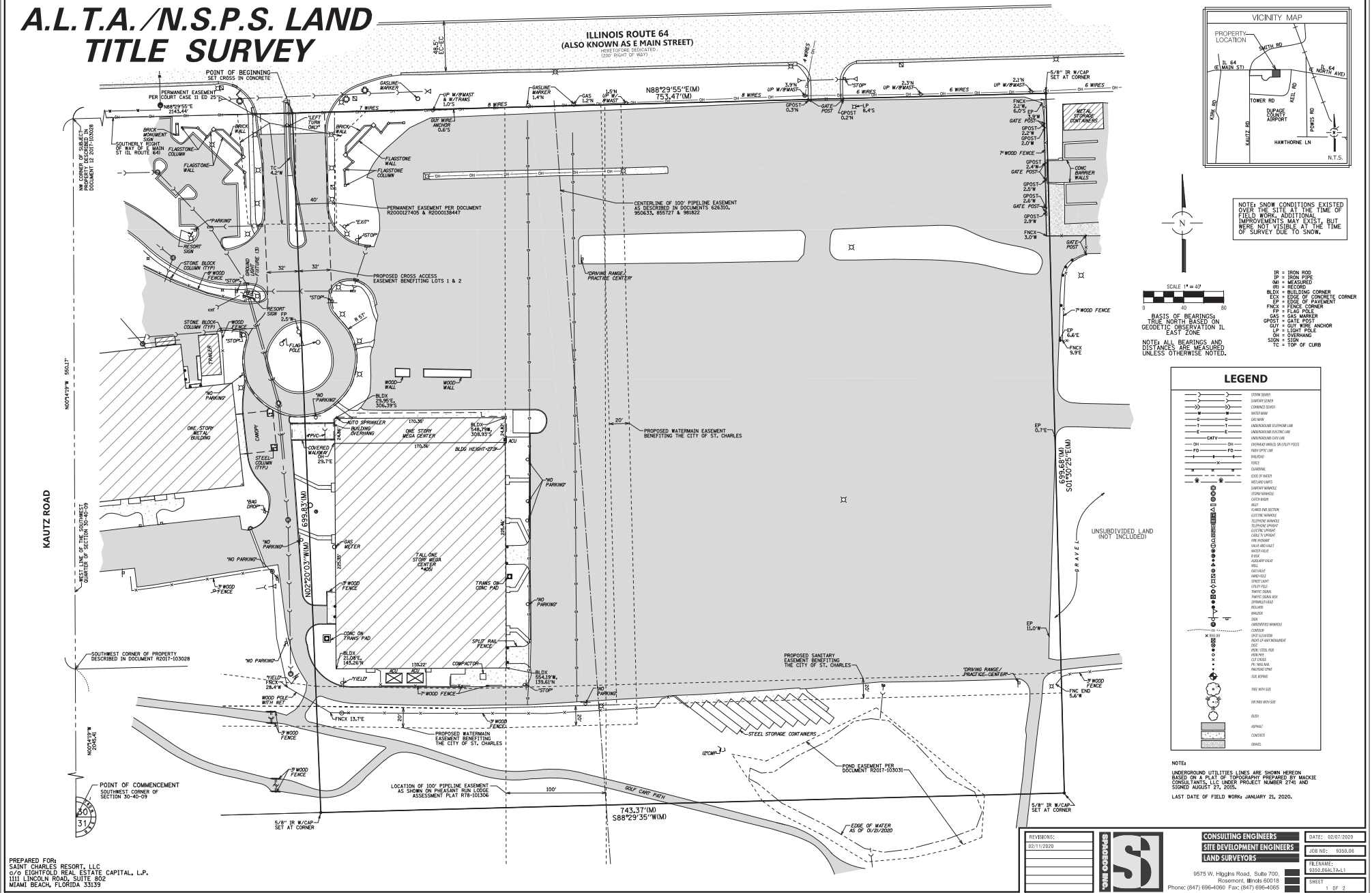
Notary Public

EXHIBIT "A"

**PROPERTY
LEGAL DESCRIPTION**

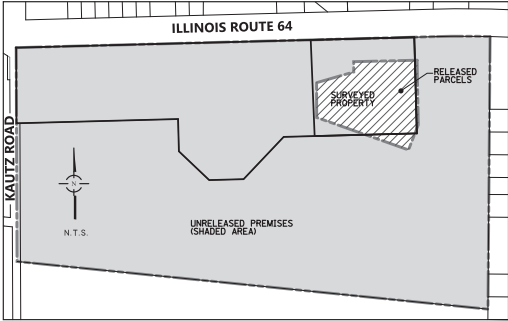
That approximate 12 acre parcel or land depicted on the attached survey dated February 11, 2020 prepared by Spaceco, Inc. under its job number 9350.06, a copy of which is follows this page.

***A.L.T.A./N.S.P.S. LAND
TITLE SURVEY***



A.L.T.A./N.S.P.S. LAND TITLE SURVEY

EXHIBIT A - FOR DOCUMENT #1986-140509



PROPERTY DESCRIPTION

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST BEARINGS BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE 12011 ADJUSTMENT) AND NAVD88 (GEOID 1280) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2,046.41 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN AMENDED ORDER VESTING TITLE AND SATISFACTION OF JUDGMENT RECORDED OCTOBER 5, 2017 AS DOCUMENT R2017-103039; THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 504.17 FEET TO THE NORTHWEST CORNER OF SAID JUDGMENT PROPERTY, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH AVENUE (ILLINOIS ROUTE NO. 64); THENCE NORTH 88 DEGREES 29 MINUTES 55 SECONDS EAST ON THE SAID SOUTHERLY RIGHT-OF-WAY, 2143.44 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 88 DEGREES 29 MINUTES 55 SECONDS EAST ON THE SAID SOUTHERLY RIGHT-OF-WAY, 753.47 FEET TO THE NORTHEAST CORNER OF SAID JUDGMENT PROPERTY; THENCE SOUTH 01 DEGREES 30 MINUTES 25 SECONDS EAST, ALONG THE EAST LINE OF SAID JUDGMENT PROPERTY, 694.89 FEET TO THE SOUTHEAST CORNER OF SAID JUDGMENT PROPERTY; THENCE SOUTH 88 DEGREES 29 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID JUDGMENT PROPERTY, 743.37 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 03 SECONDS WEST, 699.83 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOTES

THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 200017480V WITH AN EFFECTIVE DATE OF JANUARY 17, 2020.

BEARINGS SHOWN HEREON ARE BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE 12011 ADJUSTMENT) AND NAVD88 (GEOID 1280) UTILIZING ONNS EQUIPMENT AND REAL-NET CORS RTK NETWORK.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

TAX PLATS

01-30-300-016 (PART OF)
01-30-300-017 (PART OF)
01-30-300-050 (PART OF)
01-30-300-018
01-30-300-019
01-30-300-055

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY IN ADDITION TO THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS LAND TITLE SURVEYS.

SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001017.

MONUMENTS FOUND AND SET ARE SHOWN HEREON, (TABLE A, ITEM 1)

BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL/ANP NUMBER 10743C0017J DATED AUGUST 1, 2013, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES IN "ZONE X UNSHADED" AS IDENTIFIED BY SAID F.I.R.M. MAP, (TABLE A, ITEM 3)

SURVEYED PROPERTY CONTAINS:
GROSS AREA 82549 SQUARE FEET, OR 12.022 ACRES, MORE OR LESS,
SHARED ACCESS 12048 SQUARE FEET, OR 0.253 ACRES, MORE OR LESS,
NET AREA 522438 SQUARE FEET, OR 11.769 ACRES, MORE OR LESS,
(TABLE A, ITEM 4)

THE EXTERIOR DIMENSIONS OF THE BUILDING AT GROUND LEVEL ARE SHOWN HEREON, (TABLE A, ITEM 7A)

SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON, (TABLE A, ITEM 8)

THE LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY HAVE BEEN SHOWN HEREON AS DETERMINED BY OBSERVED EVIDENCE, A PLAT OF TOPOGRAPHY PREPARED BY MACKIE CONSULTANTS, LLC UNDER PROJECT NUMBER 2741 AND SIGNED AUGUST 21, 2015 AND EVIDENCE FROM PLANS REQUESTED BY THE SURVEYOR AND OBTAINED FROM UTILITY COMPANIES, MUNICIPALITIES OR PROVIDED BY CLIENT, A JULIE DIO REQUEST FOR THE SITE WAS REJECTED, (TABLE A, ITEM 10)

THE NORTHWEST CORNER OF THE SURVEYED PROPERTY IS LOCATED APPROXIMATELY 2140 FEET EAST OF THE INTERSECTION OF KAUTZ ROAD AND IL ROUTE 64 NORTH AVENUE, (TABLE A, ITEM 14)

THERE IS OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS, THE SURVEYED PROPERTY IS A NEWLY CONSTRUCTED BUILDING AND ASSOCIATED IMPROVEMENTS, (TABLE A, ITEM 16)

NOTES FROM TITLE COMMITMENT:

W 21. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN GRANT TO TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY RECORDED JUNE 19, 1991 AS DOCUMENT 83610, AMENDMENT RECORDED APRIL 22, 1997 AS DOCUMENT 839599 AND RE-RECORDED SEPTEMBER 10, 1997 AS DOCUMENT 851271, ASSIGNMENT TO PEOPLES GULF COAST NATURAL GAS PIPELINE COMPANY RECORDED DECEMBER 16, 1999 AS DOCUMENT 900001, FURTHER ASSIGNED TO NATURAL GAS PIPELINE COMPANY OF AMERICA RECORDED OCTOBER 3, 1960 AS DOCUMENT 981822.

(SURVEYOR'S NOTE: SAID GAS PIPELINE EASEMENT BURENS THE SURVEYED AND OTHER PROPERTY, THE EASEMENT IS A 100-FOOT WIDE RIGHT OF WAY, INFORMATION FOR THE LOCATION S OF THE EASEMENT HAVE BEEN SHOWN HEREON, THE CONTINGENT AS DESCRIBED IN THE DOCUMENTS AND THE 100' RIGHT OF WAY AS SHOWN ON THE PHEASANT RUN LODGE ASSESSMENT PLAT, THE LOCATION AS DEPICTED ON THE ASSESSMENT PLAT APPEAR 5 TO COINCIDE WITH THE LOCATION MARKED OUT AS PART OF THE 2005 PLAT OF TOPOGRAPHY PREPARED BY MACKIE CONSULTANTS, LLC UNDER PROJECT NUMBER 2741 AND SIGNED AUGUST 21, 2015.)

F 22. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN DECLARATION OF RECIPROCAL EASEMENTS RECORDED NOVEMBER 7, 1986 AS DOCUMENT 8961-HERSON. (SURVEYOR'S NOTE: SAID DECLARATION GRANTS THE FOLLOWING EASEMENTS: UTILITY EASEMENT OVER UNRELEASED PREMISES IN FAVOR OF RELEASED PARCELS, INGRESS AND EGRESS EASEMENT OVER DRIVEWAYS AND PARKING LOTS ON THE UNRELEASED PREMISES IN FAVOR OF RELEASED PARCELS, INGRESS AND EGRESS EASEMENT OVER DRIVEWAYS AND PARKING LOTS ON THE RELEASED PARCELS IN FAVOR OF UNRELEASED PREMISES, MAINTENANCE EASEMENT BENEFITTING THE RELEASED PARCELS AND THE UNRELEASED PREMISES OVER WATER, SEWER, UTILITY SERVICE, DRIVEWAY OR PARKING LOT, THE LIMITS OF THE RELEASED PARCELS AND THE UNRELEASED PREMISES HAVE BEEN SHOWN HEREON ON EXHIBIT 25.)

G 23. TERMS, CONDITIONS AND PROVISIONS OF A NOTICE OF SUPPLEMENTAL WELL RECORDED NOVEMBER 20, 2002 AS DOCUMENT R2002-39828, SURVEYOR'S NOTE: SAID NOTICE MAY BURDEN THE SURVEYED PROPERTY, THE PIN AND LEGAL LISTED ON THE NOTICE ARE BOTH NOT VALID, ITS AFFECT, IF ANY, ON THE SURVEYED PROPERTY HAS NOT BEEN DETERMINED.)

H 24. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN A PERMANENT EASEMENT IN FAVOR OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED AUGUST 17, 2000 AS DOCUMENT R2000-127409 AND RECORDED SEPTEMBER 6, 2000 AS DOCUMENT R2000-138447, (SURVEYOR'S NOTE: SAID EASEMENT BURENS THE SURVEYED PROPERTY AND HAS BEEN SHOWN HEREON.)

I 25. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN AN ORDER VESTING TITLE ENTERED FEBRUARY 28, 2012 IN CASE NO. 13 ED 25 GRANTING A PERPETUAL EASEMENT AND A PERMANENT EASEMENT, AND THE TERMS AND PROVISIONS THEREOF, SURVEYOR'S NOTE: SAID PERMANENT EASEMENT HAS BEEN SHOWN HEREON BASED ON A COPY OF THE FINAL JUDGMENT ORDER FOR CASE NO 13 ED 25 PROVIDED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION VIA A FUGA REQUEST.)

J 26. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN A DECLARATION OF RESTRICTIVE USE COVENANT RECORDED OCTOBER 5, 2017 AS DOCUMENT R2017-103039, SURVEYOR'S NOTE: SAID AGREEMENT GRANTS A POND EASEMENT THAT BURENS AND BENEFITS THE SURVEYED PROPERTY, IT IS HAS BEEN SHOWN HEREON.)

K 27. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN A RECIPROCAL DRAINAGE AND SEWER EASEMENT AGREEMENT RECORDED OCTOBER 5, 2017 AS DOCUMENT R2017-103039, SURVEYOR'S NOTE: SAID AGREEMENT GRANTS A POND EASEMENT THAT BURENS AND BENEFITS THE SURVEYED PROPERTY, IT IS HAS BEEN SHOWN HEREON.)

L 28. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN A RECIPROCAL NON-EXCLUSIVE ACCESS, INGRESS AND EGRESS EASEMENT RECORDED OCTOBER 5, 2017 AS DOCUMENT R2017-103039, SURVEYOR'S NOTE: SAID EASEMENT BENEFITS AND BURENS THE SURVEYED PROPERTY, IT IS BLANKET IN NATURE, THE LIMITS OF THE SCR ACCESS EASEMENT AND THE DIA ACCESS EASEMENT HAVE BEEN SHOWN HEREON ON EXHIBIT 30.)

M 29. LEASE MADE BY AND BETWEEN HOSTMARK INVESTORS, LP, AS AGENT OF ST. CHARLES HOTEL, LLC DBA THE PHEASANT RUN RESORT, LESSOR, AND T-MOBILE CENTRAL, LLC, LESSEE, DATED NOVEMBER 18, 2014 AS DISCLOSED BY MEMORANDUM OF LEASE RECORDED APRIL 1, 2015 AS DOCUMENT R2015-03035, SURVEYOR'S NOTE: SAID EASEMENT RESTRICTIONS AND CONDITIONS CONTAINED THEREIN, AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE AND SUFFERED THEREUNDER OF SAID LESSEE OR ANY PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEE, (SURVEYOR'S NOTE: SAID MEMORANDUM BURENS ALL OF THE SURVEYED PROPERTY, IT IS BLANKET IN NATURE AND NOT PLOTTABLE.)

N 30. LEASE MADE BY AND BETWEEN SAINT CHARLES RESORT, LLC, LESSOR, AND CHICAGO SNAKE LIMITED PARTNERSHIP D/B/A VERNON WIRELESS, LESSEE, DATED OCTOBER 23, 2018 AS DISCLOSED BY MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT RECORDED NOVEMBER 13, 2018 AS R2018-105446, AND THE TERMS, PROVISIONS, RESTRICTIONS AND CONDITIONS CONTAINED THEREIN, AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE AND SUFFERED THEREUNDER OF SAID LESSOR OR ANY PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEE, (SURVEYOR'S NOTE: PORTIONS OF THE SURVEYED PROPERTY ARE INCLUDED IN THE LEGAL DESCRIPTION PROVIDED IN SAID DOCUMENT, HOWEVER, IT APPEARS THE PREMISES DEPICTED THEREIN AND RELATED APPURTENANTS DO NOT PHYSICALLY BURDEN THE SURVEYED PROPERTY, THE MAIN FACILITIES ARE LOCATED ON THE TOWER OF THE ADJACENT HOTEL BUILDING AND ASSOCIATED LINES RUN TO MAIN STREET WEST OF THE BUILDING TOWER, SEE DOCUMENT FOR PARTICULARS.)

STATE OF ILLINOIS
COUNTY OF COOK

TO: MCGRATH ENTERPRISES, INC.
AND TO: SAINT CHARLES RESORT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
AND TO CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 1-5, EXCEPTING THE NET SQUARE FEET, AS HEREIN DEFINED, TIA, T1C1, R, 14, 16 AND 20 OF TABLE "A" THEREOF, THE FIELDWORK WAS COMPLETED ON JANUARY 21, 2020. GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF FEBRUARY, 2020 IN ROSEMONT, ILLINOIS.

REBECCA Y. POPECK, L.S., No. 035-3642
LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
RPOPECK@PACIFICCON.COM
(VALID ONLY IF EMBOSSED SEAL AFFIXED)



REVISIONS: 02/15/2020	CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	DATE: 02/07/2020 JOB NO: 9358.06 FILENAME: 2302-REALLY-1 SHEET 2 OF 2
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EXHIBIT “B”

PROJECT DESCRIPTION

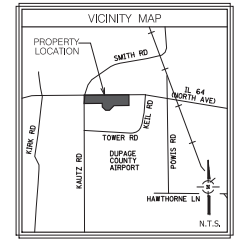
This agreement is to facilitate the development of the Property pursuant to the plans attached collectively as part of this Exhibit and in the following manner:

- Redevelopment of the approximate western-most six (6) acres of the Property that contains the 40,000 square foot Mega Center.
- Demo approximate Front 26' x 170' Lobby area and selected building utilities
- Remodel and refurbish existing steel building structure
- Add approximate 50' x 170' wide new Honda Image Showroom
- Refurbish parking lot and site lighting
- Redevelop and install new landscape and screening features, as required by City Code.

EXHIBIT "C"

PLAT OF SUBDIVISION

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORIE BOULEVARD, SUITE 300
OAK BROOK, IL 60523


THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



AREA TABLE		
	SQ. FT.	ACRES
LOT 1	523,683	12.022
LOT 2	776,597	17.828
LOT 3	693,021	15.910
KAUTZ RD	24,150	0.554
TOTAL	2,017,451	46.314

SCALE 1" = 100'



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '100' in the middle, and '200' at the right end.

BASIS OF BEARINGS:
TRUE NORTH BASED ON
GEODETIC OBSERVATION IN
EAST ZONE

PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT
HEREBY GRANTED

PSE = PUBLIC SANITARY EASEMENT
HEREBY GRANTED

PROPOSED BOUNDARY AND EASEMENT INFORMATION

REVISIONS:
06/24/2020
07/30/2020
08/07/2020
08/11/2020
09/02/2020



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE: 06/05/2020

JOB NO: 9350

FILENAME:

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

9350SUB-01

SHEET
2 OF 3

PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORIE BOULEVARD, SUITE 300
OAK BROOK, IL 60523

FOR REVIEW
PURPOSES ONLY

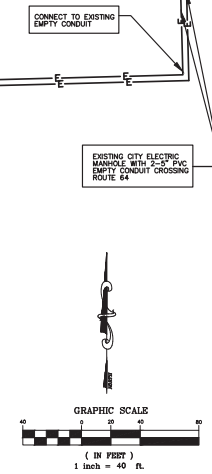
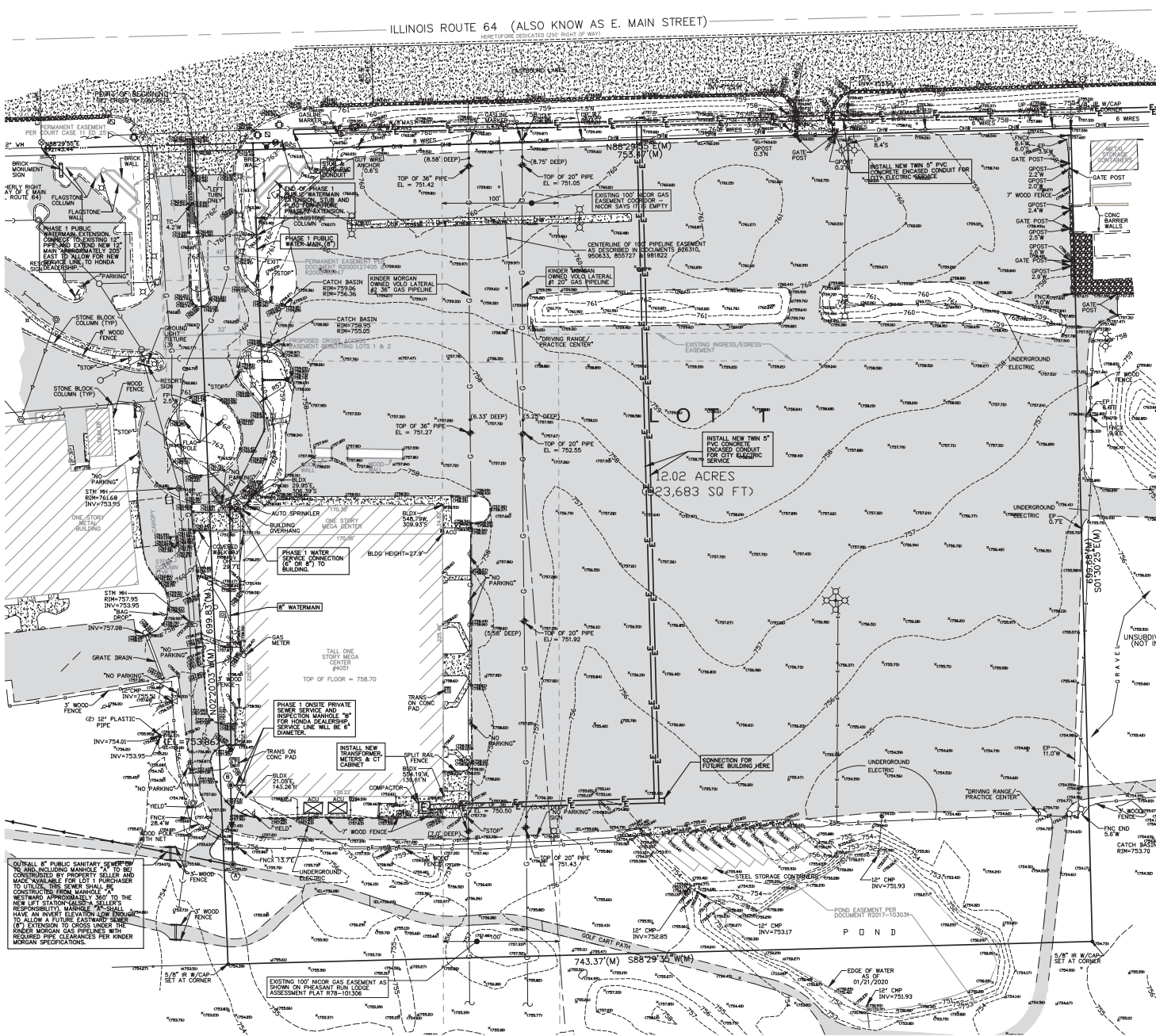
EXHIBIT “D”

PROJECT SCHEDULE

1. Within 120 days following the Closing, the Company or Company Affiliate shall tender compliance as required by Section 3(C) of this Agreement.
2. Upon issuance of all required building permits by the City, the Company or Company Affiliate shall commence and thereafter diligently pursue the completion of the Project so as to achieve substantial completion within fourteen (14) months following commencement (the “Substantial Completion Period”), subject to extension for delays caused by Force Majeure.
3. If the City will issue (i) a demolition permit for that portion of the Mega Center building to be demolished, and (ii) a site improvement permit, the Company or Company Affiliate will begin such demolition and site improvements sooner, but such demolition activity shall not commence the running of the Substantial Completion Period. For the avoidance of doubt, the City shall have no obligation to issue any foundation permit for the construction of a new building or addition to an existing building until the permit for the entire building (or addition) is issued.

EXHIBIT “E”

PROJECT UTILITY PLAN



NOTE:
FINAL APPROVAL OF UTILITY ALIGNMENTS
SHOWN HEREON IS SUBJECT TO BUILDING
PERMIT REVIEW.

EXISTING IMPERVIOUS AREA = 420,609 S.F. (9.66 AC)

NOTE:
1. TOPOGRAPHIC SURVEY DONE BY ALAN J.
COULSON SURVEYORS, DATED 02/05/20.
2. UNDERGROUND UTILITY LOCATIONS DONE BY
LUCKY LOCATORS, INC. (INCLUDING GAS
PIPELINES) AND FIELD SURVEYED BY ALAN J.
COULSON PER EXHIBIT DATED 03/19/20.



REVISIONS		DATE	BY
1	UPDATE BASELINE SERVICE	09/02/20	TLM
2	UPDATE TO SHOW ONLY INCENTIVE IMPROVEMENTS		

**PHEASANT RUN LOT 1 REDEVELOPMENT
ST. CHARLES, ILLINOIS
EXHIBIT "E" - PHASE 1 INCENTIVE IMPROVEMENTS**

PROJECT NO. - 49704919
DATE - 06/02/2020
SCALE - 1"=40'
PROJ. MGR. - JMM
PROJ. ASSOC. - NCS
DRAWN BY - TLM

RWG Engineering, LLC
Civil Engineering & Surveying
979 E. 22nd St., Suite 100
St. Charles, IL 60180
630.480.7889
www.rwg-engineering.com

PROJECT NO. - 49704919
DATE - 06/02/2020
SCALE - 1"=40'
PROJ. MGR. - JMM
PROJ. ASSOC. - NCS
DRAWN BY - TLM

SHEET
1 OF 1

EXHIBIT “F”

OFF-SITE PUBLIC SANITARY SYSTEM PLAN



NO.	DATE	REMARKS

5	09/02/20	ISSUE FOR CITY REVIEW
4	8/27/20	ISSUE FOR COORDINATION
3	8/07/20	ISSUE FOR CITY REVIEW
2	7/29/20	ISSUE FOR CITY REVIEW
1	8/13/20	SPACECO REVISION
NO.	DATE	REMARKS

OVERALL UTILITY
PHEASANT RUN RESORT
REDEVELOPMENT
ST. CHARLES, ILLINOIS

CONSULTING ENGINEERS
STEEDREPOUN ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Oswest, IL 60450
Phone: (847) 684-4000 Fax: (847) 684-4003



FILENAME: 9350.04.OVUT
DATE: 07/24/20
JOB NO. 9350.04
SHEET OVUT 3 OF 16

EXHIBIT "G"

AUTHORIZATION TO RELEASE SALES TAX INFORMATION

The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue ("IDOR") to disclose to the designated city, town, village or county the amount of the local government's share of sales tax received on behalf of the taxpayer. Reporting for a period beginning with tax collected by the department during _____, _____ and
(Beginning Month/Year)

ending with tax collected by the department in _____, _____.
(Ending Month/Year)

This information is to be released to the village, city, town or county of _____, Attn: Clerk, Treasurer, Finance Officer, Comptroller, etc.

BUSINESS INFORMATION:

(Illinois Business Tax Number)

(Taxpayer/Business Name)

(Address)

(City, Town, Village or County)

TAXPAYER: The undersigned is an owner/authorized officer of this business.

By:

(Signature)

(Print Name)

(Title)

(Telephone Number)

Note: All requests must have a beginning and ending date. Incomplete request will be returned to the local government.

Attachment:
Abbreviated Incentive Request
Application (February 2020)



**City of St. Charles
Financial Assistance
Application Packet – Part 1**

Applicant Information:

PRINCIPAL PROFILE(s)

The following information must be provided for each individual that is an owner, partner, investor, director or officer of the applicant entity or of any entity holding an interest in the applicant. (**All information must be typed**)

Name: Gary McGrath
Address: 2020 N Randall Rd, Elgin IL 60120
Company: McGrath Automotive Group
Phone: W (630) 524-9111
Email: gmcgrath@gmail.com

Name:
Home Address:
Company:
Phone:
Email:

Name:
Home Address:
Company:
Phone:
Email:

Name:
Home Address:
Company:
Phone:
Email:



City of St. Charles Financial Assistance Application Packet – Part 1

Financial Assistance Application Part 1 Checklist

Include this Checklist when applying for financial assistance. If any of the required items are omitted from the application, please provide a brief explanation.

General Project Information

1. ☒ Summary Letter
2. ☒ Project Narrative

Detailed Project Information

3. ☒ Project Timeline
4. ☒ Public Benefits
5. ☒ Demonstration of Need

Project Financial Information

6. ☒ Request for Financial Assistance
7. ☐ TIF and BD Applicants Only (If Applicable)
8. ☐ Other Subsidies

Other Information

9. ☒ Ownership Structure
10. ☒ Principal Profile Information



February 4, 2020

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 McGrath Honda of St Charles. This request is to help facilitate a Relocation from our current 2.9 acre site at 1411 E Main St 2.38 miles East on Main St to a new 12 Acre site at 4051 E Main St (Pheasant Run Mega Center building and its adjoining parking lot).

• **DESCRIPTION OF SITE AND BUILDING:**

- 12 acres starting at the Center of the Pheasant Run Entrance proceeding approximately 750' east along Rt 64 (East Main St.). There is currently an old 40,000 sq ft building known as the Mega Center is located on the site.

• **CURRENT AND PROPOSED USE:**

- **Current Use:** An underutilized Mega Center Convention site that host Concerts, Trade Shows, Exhibitions etc..
- **Proposed Use:** Remodel and Add on to the Existing building for a repurposed Honda Automotive Dealership
 - Relocate McGrath Honda from 1411 E Main to 4051 E Main. (on the west approx. 8 acres)
 - Demo Front 26' x 170' Lobby area and Selected Building Utilities. (See Exhibit F Red Shaded Area)
 - Remodel and Refurbish Existing Steel Building Structure (Main Building approx. 170' x 225')
 - Add 50' deep by 170' wide new Honda Image Showroom. (See Exhibit N Blue Shaded Area)
 - End Result: A new 52,496 sq ft Honda Facility (See Exhibit H)

• **DESCRIPTION OF END USERS:**

- McGrath Honda of St Charles
 - New Honda Vehicle Sales
 - Used Vehicle Sales
 - Parts Sales – Wholesale and Retail
 - Vehicle Service



Morton Grove, IL
Libertyville, IL



Morton Grove, IL



Elgin, IL
St. Charles, IL



Fort Myers, FL
Barrington, IL

Corp offices :2020 N Randall Road, Elgin Illinois 60123
Phone :847-695-8000

Page 1

5

- Addition of New Vehicle Franchise to be Named at a later date (on approx. East 4 acres)
 - See Exhibit A Proposed Future Franchise Location and setup.
 - McGrath is currently in talks with 5 Franchisors
 - Cannot State Nameplates publicly due to confidentiality requirement.
- **LIST OF ALL PARCEL IDENTIFICATION NUMBERS THAT ENCOMPASS PROPERTY**
 - Property is currently being re-platted. That will produce a new Parcel and PIN #. (See Exhibit B1 & B2)
 - Below is a list of current Parcel PIN #s that encompass all or portions of the site.
 - Pin# 0130300018 Encompasses all of the Mega Center Building.
 - Pin# 0130300050 Large Parcel that wraps around the Mega Building to the north, but also extends out onto the golf course
 - PIN# 0130300019 Large Parcel to the East of existing Mega building.
- **PROJECTED START AND END DATES**
 - April 1, 2020 Close on site.
 - Start April 1, 2020: Partial Demolition of Building
 - Demo: HVAC System and components
 - Demo: 26' by 120' of Front Lobby
 - COMPLETE: May 15, 2020
 - April 1, 2020:
 - WATER: Install Potable Water from East Side of Main Entrance
 - ELECTRICITY: Install St Charles Electric Service & Transformer From North of Rt 64, With Future Electrical Loop for adjoining properties.
 - SANITARY SEWER: Secure Easement through adjoining west Property for Sanitary Sewer
 - SANITARY SEWER: Work with City on Lift Station Solution
 - CABLE / FIBER: Install Service from Rt 64
 - GAS: Install new NICOR Gas Service and Meter
 - COMPLETE: June 1, 2020
 - May 1, 2020
 - Start Construction of 50' x 170' New Showroom on front of existing Structure.
 - Start refurbishing existing parking lot
 - Relocate 1000 sf of greenspace in parking lot to front side island
 - COMPLETE: December 1, 2020
 - December 1, 2020
 - Relocate Honda to new Building
- **NAME OF DEVELOPER:**
 - Gary McGrath and McGrath Automotive Group
 - Construction Company to be named later
- **TOTAL DEVELOPMENT COSTS:**
 - McGrath Honda
 - \$ 4,500,000 Land & Building Acquisition (12 acres)
 - \$ 1,000,000 Utility Install and Relocation
 - \$ 6,000,000 Remodel Existing Mega Center Building to meet Honda Generation 3 Image Standards. Add on a new 8,500 sq ft Honda showroom where existing Lobby is now. (See Exhibit H)
 - \$ 2,00,000 Shop Equipment, Office Equipment, Built Ins, Computers, Etc
 - **\$ 13,500,000 Total Estimate** . (currently bidding all of above out)
 - New Dealership To be Opened at a later Date
 - \$ 7,500,000 New Building 30,000 sq ft @ \$250 per sq ft
 - \$ 1,500,000 Shop Equipment, Office Equipment, Built Ins, Computers, Etc
 - **\$ 9,000,000 Total Estimate**

A

(revision on correction sheet)

- **OVERVIEW OF PRIVATE SECTOR FINANCING:**

- McGrath Honda Project
 - Comerica Bank
 - 20% down, 30 year amortization, 5.25% rate, with 7 year term.
- New Dealership To be named later
 - Same Terms as Above

- **AMOUNT OF SALES TAX REBATE ASSISTANCE REQUESTED:**

- UTILITY LOAN: Interest-free City loan ("Utility Loan") of \$1 million, to help defray extensive utility relocation / extension costs. To be repaid through application by the city of 75% of all sales tax and the City's share of real estate taxes generated from this project (collectively, City Tax Revenues from Dealership") until "Utility Loan" is paid.
- HONDA RELOCATION INCENTIVE: Based on expected Honda Store relocation and expansion costs of \$12.5 million (in excess of the \$1 million utility costs). Request is made that , beginning upon full repayment of the Utility Loan, and for a period of 20 years thereafter, the City rebate to the Developer 75% of the City Tax Revenues from Dealership until the Developer receives 50% of the documented relocation and expansion costs, including interest thereon of five percent (5%).

B (revision on correction sheet)

- **WHY ASSISTANCE IS NEEDED:**

- Annual carrying costs for land for "Future Dealer Franchise"
 - \$ 161,712 Annual Interest Payment (\$2,000,000 @ 20yrs @ 5.25% = \$ 13,500 a month)
 - \$ 40,000 Estimated Yearly Taxes.
 - \$ 10,000 Estimated Annual Maintenance
 - \$ 211,712 Total Estimated Extra Dealership Lot Carry Cost.
- \$ 1,000, 000 Estimated Utility Relocation / Installation Costs
- In 2019 McGrath Honda sold 1560 New Honda Units & 1,257 Used Units. Total Units 2817
- Second only to Chrysler Who sold 2,947 Total units
- Our Current site is severely restricting our sales. With a new 8-acre site (75% of the new site) I feel we can rapidly approach 4,000 plus units (New & Used).
- Example: Valley Honda of Aurora sold 4,460 New Hondas and 1417 Used Units for a total of 5,877
- We could outsell Valley Honda with the right facility. Honda is one of the hottest cars in the Midwest and this is a great opportunity to take advantage of that growth in St Charles.
- This a great project for the city and McGrath. It is too large of a project with the additional land for Honda alone to pursue without some Tax Increment assistance.

C (revision on correction sheet)

- **PUBLIC BENEFITS:**

- Creation of New Permanent Jobs
 - We Currently Employ 60 Associates
 - Our New Honda Site would employ over 100 Associates
 - The "Future dealership" would employ between 30 and 50 new associates.
 - 80-90 new jobs in St Charles
- Creation of New Retail Choices in Automotive Segment
 - Customers would have a reason to buy from McGrath with a New Image Facility 5 time the size of our current facility with all the latest customer conveniences.
- Catalyst for New Private Investment
 - Larger sales make Manufacturers stand up and take notice. Selling 4,000 Hondas in St Charles will stick out like a sore thumb and attract other manufacturers. One of the reasons St Charles doesn't have more Nameplates is a lot of St Charles dealers are only selling 50-70 new cars a month making the St Charles Market look bad.
- Re-occupancy of a Vacant Building
 - Mega Center is not vacant but close to it.
 - Re-purposing it for a New Honda Dealership is a Win Win.

- Elimination of Blight
 - N/A
- Incorporation of environmentally friendly features
 - Investigating availability of Solar or Geothermal resources
- Creation of public Infrastructure or Facilities
 - N/A
- Increased Sales Tax Revenue
 - With this sight fully developed both dealerships would generate an estimated \$ 130,000,000 in Sales which translates to \$ 1,300,000 in St Charles State Tax Collections. (See Exhibit M)
 - The Old 1411 E Main Address could also be utilized for an addition New Name Plate Dealership.
- Increased Property Tax Revenue
 - Any Property Improvements over the existing structures would obviously raise taxes
- Job Creation and/or Retention
 - As Stated in "Permanent Jobs" above the entire project would add an additional 80 to 90 new jobs.
 - Our average Dealership Employees makes \$52,000 a year. These are well paid positions.

Thank You

Gary McGrath
President
McGrath Automotive Group



CITY OF
ST. CHARLES
ILLINOIS • 1834

Incentive Request Correction Sheet
McGrath Honda
September 11, 2020

An incentive application from McGrath Honda was submitted in February 2020 and is being discussed by the St. Charles City Council on September 14, 2020. Traditionally, incentive applications are included in the materials shared with the Council for incentive request discussions. A revised application has not been submitted since the original request was received in February; however, several details of the request have changed since February 2020. This letter is provided to identify sections of the Applicant's request that vary from the agreed upon terms described in the Incentive Agreement being presented.

Revision A

Projected Start and End Dates

Same timeline but design starts Sept 23, 2020 with the project taking between 12 and 18 months pending winter and spring weather conditions.

Revision B

Amount of Sales Tax Rebate Assistance Requested: UTILITY ~~LOAN~~ REIMBURSEMENT

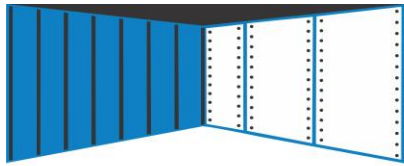
The concept of a utility loan was originally discussed; however, this has been replaced in the proposed agreement with reimbursement from the City of St. Charles for the construction of public infrastructure to support this project. The applicant will be reimbursed by the City, based on documentation of actual expenses as the work is completed and costs are incurred.

Revision C

Amount of Sales Tax Rebate Assistance Requested: HONDA RELOCATION INCENTIVE

Original Request – February 2020	Incentive Agreement Terms – September 2020
Sales Tax Sharing Split - 75/25	Sales Tax Sharing Split - 75/25
20-year Term	15-year term
5% Interest	Interest Free
50% of the documented relocation and expansion costs	Capped \$4M Maximum Payment

**Attachment:
Construction
Estimates**



CJI, INC.

1333 Highland Road, Suite A Macedonia OH 44056 (330) 425-2300 Office (330) 425-2313 Fax www.cjinc.com

McGRATH ST. CHARLES HONDA

BUDGETARY ESTIMATE 3.9.20

The following budgetary estimate has been prepared based on our site visit and the preliminary floorplan provided. The showroom and service shop was calculated to be 58,258 SQFT and the parking lot consists of approximately 345,000 SQFT of paved surface. Overall the building appears to be in good condition and suitable to be converted into a car dealership. The construction timeline, including bringing in new utilities, is estimated at 11.5 Months.

Our budgetary estimate is based on historical costs we have from previous projects in the area and reaching out to our key contractors for budgetary estimates. Honda brand standards were also included as part of this estimate.

New Showroom Addition & Repair Shop

The new showroom and existing office space areas consist of 25,324 SQFT including the 2nd floor office areas, the service drive lane is 6,627 SQFT, and the repair shop 26,307 SQFT. The new show room addition will require the demolition of the existing lobby which appears to be constructed out of conventional structural steel framing. The new show room addition will be constructed out of conventional steel framing as well. Tying in the new parapet walls back into the pre-engineered building will need to be evaluated by a structural engineer. In addition, with the grade changes at the existing cul-de-sac we will need plans for proper drainage, grading, and possibly a retaining wall to keep water away from the building and to create the new access road around the building.

The showroom addition includes the Honda brand standards for the façade, interior finishes, and lighting. At this time we are not aware of any finish substitutions that are allowed by Honda that could reduce overall project cost.

There will be significant cost associated with bringing in the new power, water, & gas utilities throughout the building since all of the utilities will need to be re-worked or installed as new. This cost is not included in our budgetary estimate.

We recommend that the existing sprinkler system be removed in its entirety as the existing system is tied into the hotel's pool water which contains chlorine. The existing system is most likely highly corroded and will cause damage to the newly installed components. A fire pump has not been included in our estimate. Flow tests from the city will need to be reviewed to make the determination if a pump is needed.

The repair shop exterior siding has areas where the panels are rusting out at the bottom, rubber gasketed fasteners failing, siding is fading, and has damage due to the golf course. We have provided a budget to replace the siding and insulation on the pre-engineered building.

Roofing on the pre-engineered building was not reviewed due to not having access to the roof. During the walkthrough it was discussed that the roof was in good condition and does not need repair work. No roof penetrations through the existing metal roof have been included in this estimate. All penetrations are to be made through the side walls of the building. EPDM fully adhered roofing was figured for the new addition.

The repair shop & service drive lane includes full LED lighting, radiant heaters, clinker tile floor, trench drains, and a pitched floor throughout the drive lanes. Owners equipment including car wash, lifts, shelving, parts bins, and oil/air systems have not been included in this budget as they are typically owner furnished and installed. The total estimated cost of these items is approximately \$950,000.

Total Showroom & Repair Shop Budget is \$6,316,000

Cost per SQFT is \$108

Summary of Divisions Budget

General Conditions	\$325,000
Sitework	\$258,000
Concrete	\$267,000
Masonry	\$50,000
Metals	\$315,000
Woods & Plastics	\$178,000
Thermal & Moisture	\$235,000
Doors & Windows	\$590,000
Finishes	\$1,455,000
Specialties	\$90,000
Appliances	\$4,000
Elevator	\$40,000
HVAC	\$750,000
Plumbing	\$485,000
Fire Protection	\$167,000
Electrical	\$795,000
Fee	\$312,000

Alternate for existing building siding and insulation \$251,000 not included in above.

Architectural and Engineering Fees for this project are estimated between \$350-400K.

Site Utilities & Parking Lot

Separation of the utilities from the hotel substation and bringing in new utilities from the street have not been included in this estimate. City tap fees, location of tie-in, and City requirements are unknown at this time. Local municipality and utility companies should be contacted for both utility availability and budget estimates.

Overall the parking lot was in fair condition but did show signs of cracking. Since the parking lot is 345,000 SQFT we would recommend that the surface be scarified and a 2" overlay be applied (providing City approval). We have figured this in our budget.

Currently the parking lot does not have any storm structures to manage water

For the purpose of this budget site lighting was figured for the entire parking lot. This is a significant number that can be reduced by changing pole spacing and head count.

Total Site Improvement Budget is \$1,276,000

Cost per SQFT is \$3.70

Summary of Divisions Budget

General Conditions	\$85,000
Site	\$690,000
Site Lighting	\$440,000
Fee	\$61,000

Building Remodel and Refit for Automotive Use	\$6,316,000
Reskin / Insulate Original Steel Building	\$251,000
Parking Lot Refurbish and LED Lighting	\$1,276,000
Total Building / Parking Lot Remodel	\$7,843,000



Engineering, LLC

Civil Engineering ♦ Real Estate Consulting ♦ Project Management
975 E. 22nd Street, Suite 400, Wheaton, IL 60189 630.480.7889

File: 497-049-19

September 3, 2020

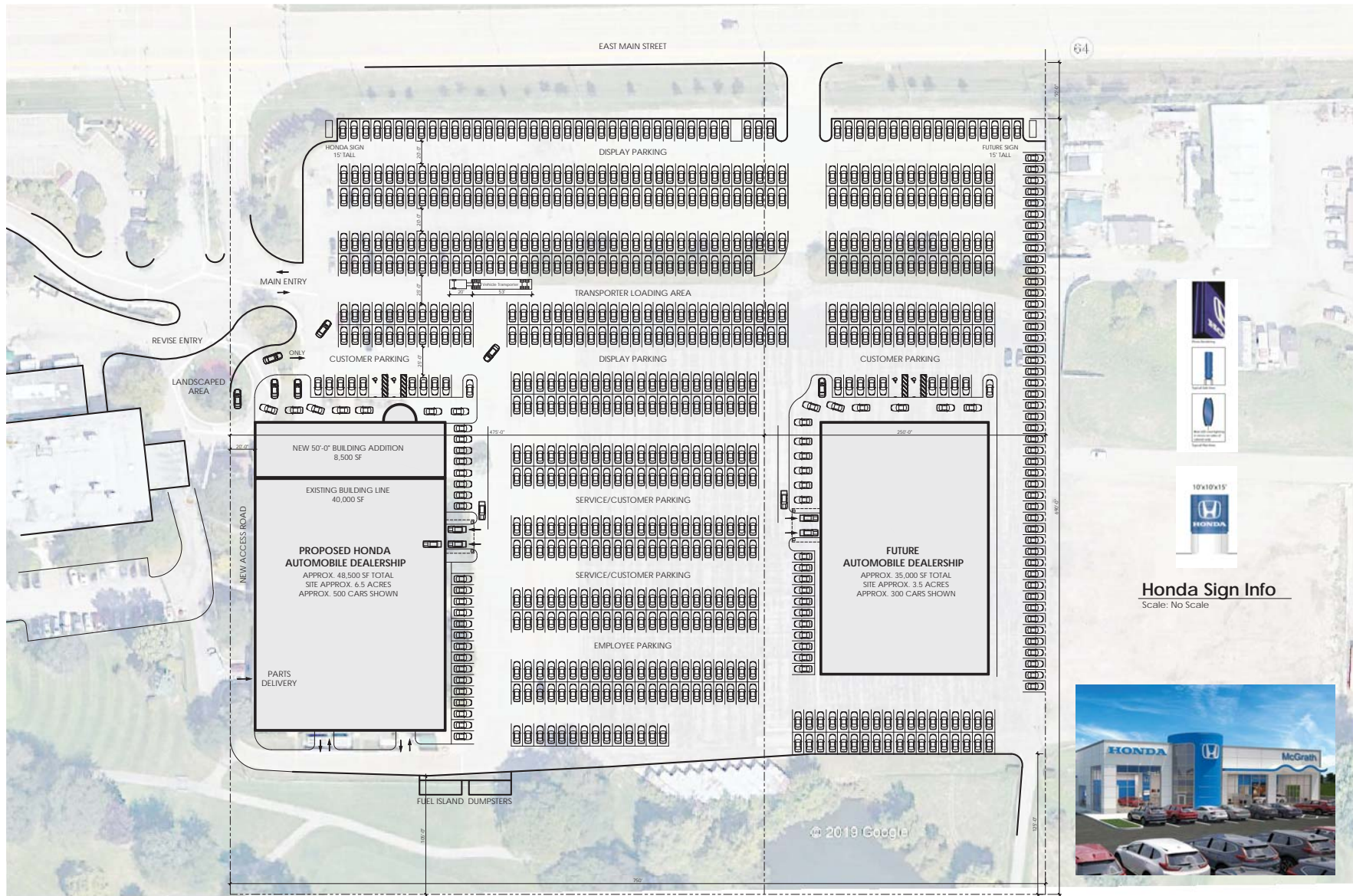
SITework INCENTIVE AGREEMENT COST BREAKDOWN
RELATED TO
REDEVELOPMENT OF LOT 1 PHASE 1 AT PHEASANT RUN
(REFER TO EXHIBIT E PHASE 1 INCENTIVE IMPROVEMENTS DATED 09/03/20)

ITEM	PHASE 1 COST
A. Phase 1 Offsite (along Rt 64) Public Watermain (12") Extension (205' of 12" Main w/ Appurtenances)	\$ 61,500.00
B. Phase 1 Onsite Public 8" Watermain Along West Property Line (600')	\$ 96,000.00
C. Electrical Infrastructure Re-build (Est provided by City of St. Charles).	\$ 334,000.00
D. Lift Station Contribution (Est provided by City of St. Charles).	\$ 710,000.00
E. Contingency, Design & Permitting	\$ 54,500.00
TOTALS	\$ 1,256,000.00

NOTES:

1. This summary assumes that, per the most recent "First Amendment to Purchase and Sale Agreement", the offsite gravity outfall sewer, which must be constructed at a depth insuring future eastward extension will clear gas pipelines per required clearances, is provided by seller and not a Lot 1 buyer cost.
2. Note that the new lift station and outfall sewer to Kautz Road must be done for system to connect and function.
3. This cost summary assumes that the concept of an 8" watermain "loop" is not required.

Attachment:
Project Site Plan, Floor Plan,
and Rendering



Preliminary Site Plan
Scale: 1" = 1'-0"

Prelim. Honda Rendering
Scale: No Scale

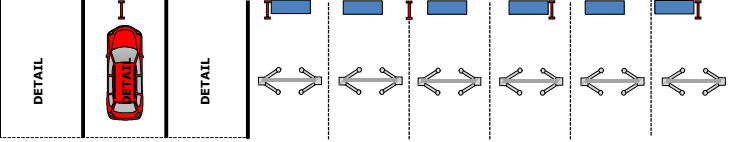
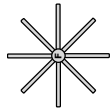
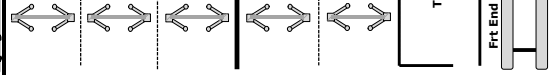
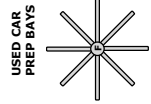
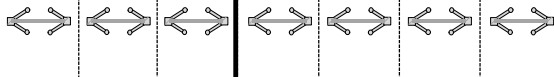
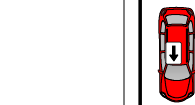


Honda Sign Info
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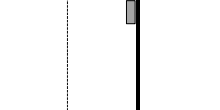
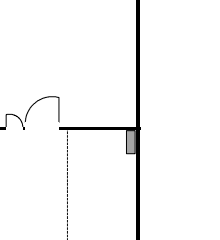
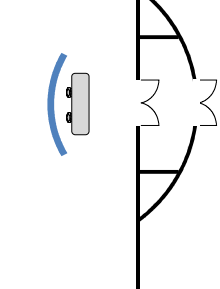
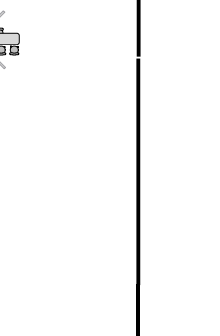
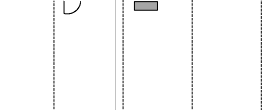
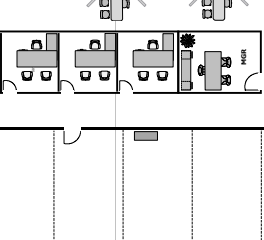
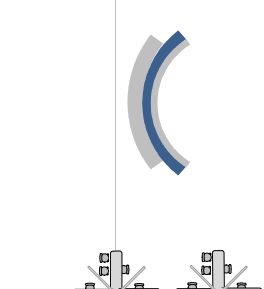
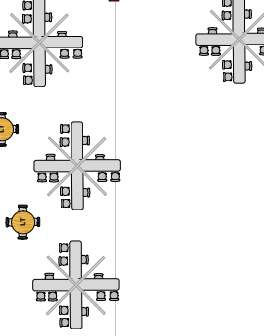
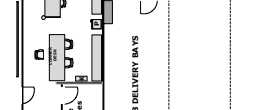
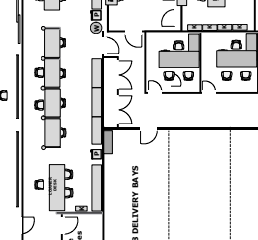
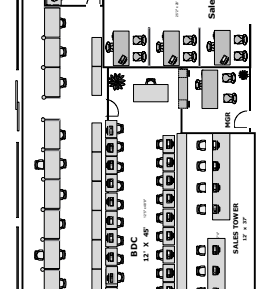
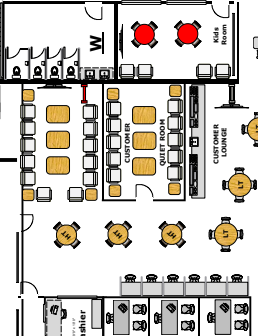
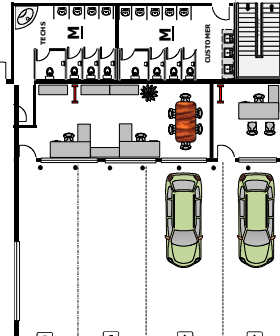
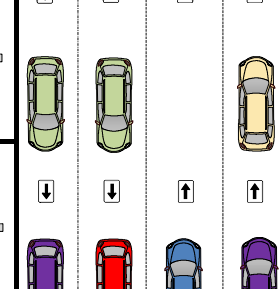
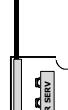
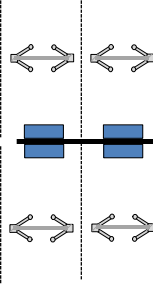
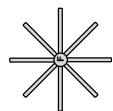
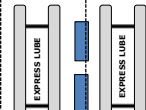
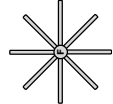
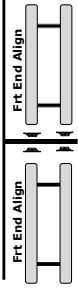


2nd FLOOR ABOVE CAR WASH

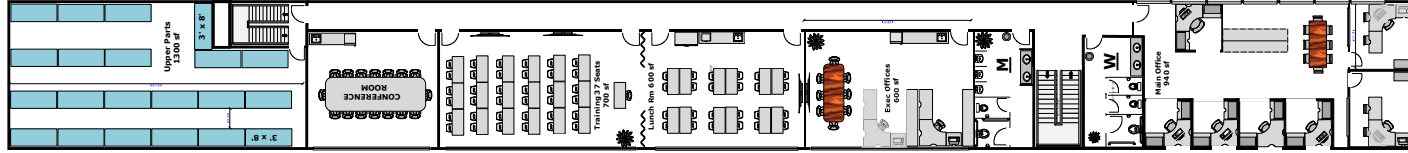
CAR WAS SUPPLIES / EQUIPMENT
SHOP OIL / CHEMICALS



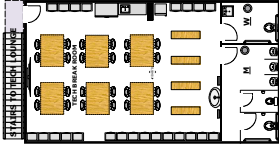
TOOLS / SHOP EQUIPMENT



SECOND FLOOR



SECOND FLOOR
OVER DETAIL BAYS



End of Steel Building

Notes:
- Lobby Demo
- 2nd Floor west 26 ft
- End Upper Offices

End of Original Building

New Showroom
Added After Lobby
Demolition

Original Main Bldg Length

Extended Bldg Length with Showroom Extension

Attachment:

5-year Sales History

20-year Sale Forecast

2020 YTD Sales

Exhibit E - Page 1 of 3

McGrath Honda 5 Year Sales History @ Current Location 1421 E Main St

YEAR	2015		2016		Taxible Sales change over 2015	2017		Taxible Sales change over 2016	2018		Taxible Sales change over 2017	2019		Taxible Sales change over 2018	Taxible Sales Increase 2015 to 2019
	Units	Total Sales	Units	Total Sales		Units	Total Sales		Units	Total Sales		Units	Total Sales		
DEPARTMENT															
New Honda Car Sales	796	\$ 22,375,222	930	\$ 25,110,095	12%	1,169	\$ 31,932,771	27%	1,369	\$ 39,001,175	22%	1,560	\$ 43,786,290	12%	96%
Used Car Sales	461	\$ 9,600,636	477	\$ 10,838,950	13%	669	\$ 12,610,174	16%	930	\$ 18,267,637	45%	1,257	\$ 23,838,873	30%	148%
Service Labor Sales	---	\$ 3,281,678	---	\$ 3,829,033	---	---	\$ 3,602,048	---	---	\$ 4,458,555	---	---	\$ 4,911,007	---	---
Parts Sales	---	\$ 3,114,538	---	\$ 3,556,029	14%	---	\$ 3,300,473	-7%	---	\$ 3,883,729	18%	---	\$ 4,398,179	13%	41%
Total Taxable Sales	1,257	\$ 35,090,396	1,407	\$ 39,505,074	13%	1,838	\$ 47,843,418	21%	2,299	\$ 61,152,541	28%	2,817	\$ 72,023,342	18%	105%

Exhibit E - Page 2 of 3

2021+ McGrath Honda Mega Sales Forecast


YEAR	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10		Year 11		Year 12		Year 13		Year 14		Year 15		Year 16		Year 17		Year 18		Year 19		Year 20	
Department	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales	Units	Total Sales
New Honda Cars Sales	2000	\$ 62,000.00	2250	\$ 72,000.00	2500	\$ 82,500.00	2700	\$ 91,800.00	2800	\$ 91,800.00	2754	\$ 93,630.00	2809	\$ 95,508.70	2865	\$ 97,418.84	2923	\$ 99,367.72	2981	\$ 101,354.68	3041	\$ 103,381.71	3101	\$ 105,449.34	3163	\$ 107,558.31	3227	\$ 109,709.48	3291	\$ 111,903.68	3357	\$ 114,147.76	3424	\$ 116,429.57	3493	\$ 118,750.09	3563	\$ 121,126.10	3634	\$ 123,550.73
Avg New Car Price		\$ 31,000		\$ 31,310		\$ 31,623		\$ 31,939		\$ 32,259		\$ 32,581		\$ 32,907		\$ 33,236		\$ 33,569		\$ 33,904		\$ 34,243		\$ 34,586		\$ 34,932		\$ 35,281		\$ 35,634		\$ 35,990		\$ 36,350		\$ 36,713		\$ 37,081		\$ 37,451
Used Car Sales	19400	\$ 24,000.00	1600	\$ 35,200.00	1800	\$ 41,400.00	2000	\$ 48,000.00	2200	\$ 48,000.00	2040	\$ 48,960.00	2081	\$ 49,939.20	2122	\$ 50,937.84	2165	\$ 51,956.74	2208	\$ 52,995.87	2252	\$ 54,055.79	2297	\$ 55,136.91	2343	\$ 56,239.60	2390	\$ 57,364.43	2438	\$ 58,511.37	2487	\$ 59,681.96	2536	\$ 60,875.60	2587	\$ 62,093.11	2639	\$ 63,334.98	2692	\$ 64,601.68
Avg Used Car Price		\$ 21,000		\$ 21,210		\$ 21,422		\$ 21,636		\$ 21,853		\$ 22,071		\$ 22,292		\$ 22,515		\$ 22,740		\$ 22,967		\$ 23,197		\$ 23,429		\$ 23,663		\$ 23,900		\$ 24,139		\$ 24,380		\$ 24,624		\$ 24,870		\$ 25,119		\$ 25,370
Service Labor Sales	---	\$ 3,200.00	---	\$ 5,336.00	---	\$ 5,514.68	---	\$ 5,682.180	---	\$ 5,852.646	---	\$ 6,028.225	---	\$ 6,209.072	---	\$ 6,395.344	---	\$ 6,587.204	---	\$ 6,784.821	---	\$ 6,988.365	---	\$ 7,198.016	---	\$ 7,413.907	---	\$ 7,636.375	---	\$ 7,865.467	---	\$ 8,101.321	---	\$ 8,344.473	---	\$ 8,594.808	---	\$ 8,852.652	---	\$ 9,118.231
Parts Sales	---	\$ 4,700.00	---	\$ 4,841.00	---	\$ 4,986.230	---	\$ 5,135.817	---	\$ 5,289.891	---	\$ 5,448.588	---	\$ 5,612.404	---	\$ 5,780.407	---	\$ 5,953.819	---	\$ 6,132.434	---	\$ 6,316.407	---	\$ 6,505.899	---	\$ 6,701.076	---	\$ 6,902.108	---	\$ 7,109.172	---	\$ 7,322.447	---	\$ 7,542.120	---	\$ 7,768.384	---	\$ 8,001.435	---	\$ 8,241.478
Total Vehicle Taxable Sales (1.00%)	3400	\$ 91,400.00	3850	\$ 112,041.00	4300	\$ 128,886.230	4700	\$ 145,935.817	4794	\$ 145,089.891	4794	\$ 148,004.588	4890	\$ 151,059.626	4988	\$ 154,137.860	5087	\$ 157,277.833	5189	\$ 160,482.938	5293	\$ 163,753.673	5399	\$ 167,092.156	5507	\$ 170,499.084	5617	\$ 173,976.050	5729	\$ 177,524.592	5844	\$ 181,146.175	5961	\$ 184,842.321	6080	\$ 188,614.591	6202	\$ 192,464.566	6326	\$ 196,393.872
Total Parts Taxable Sales (1.75%)		\$ 4,700.00		\$ 4,841.00		\$ 4,986.230		\$ 5,135.817		\$ 5,289.891		\$ 5,448.588		\$ 5,612.404		\$ 5,780.407		\$ 5,953.819		\$ 6,132.434		\$ 6,316.407		\$ 6,505.899		\$ 6,701.076		\$ 6,902.108		\$ 7,109.172		\$ 7,322.447		\$ 7,542.120		\$ 7,768.384		\$ 8,001.435		
Total Veh Tax Collected @ 1.00 %		\$ 914,000		\$ 1,120,410		\$ 1,288,862		\$ 1,449,358		\$ 1,450,899		\$ 1,480,446		\$ 1,510,600		\$ 1,541,373		\$ 1,572,778		\$ 1,604,829		\$ 1,637,539		\$ 1,670,922		\$ 1,704,991		\$ 1,739,760		\$ 1,775,246		\$ 1,811,462		\$ 1,848,423		\$ 1,886,146		\$ 1,924,646		\$ 1,963,939
Total Veh Tax Collected @ 1.75 %		\$ 82,250		\$ 84,718		\$ 97,259		\$ 99,877		\$ 92,573		\$ 95,350		\$ 98,211		\$ 101,157		\$ 104,192		\$ 107,318		\$ 110,537		\$ 113,853		\$ 117,269		\$ 120,787		\$ 124,411		\$ 128,143		\$ 131,989		\$ 135,947		\$ 140,025		\$ 144,226
Total Tax Collected		\$ 996,250		\$ 1,205,128		\$ 1,386,121		\$ 1,549,235		\$ 1,543,472		\$ 1,575,796		\$ 1,609,170		\$ 1,642,530		\$ 1,676,970		\$ 1,712,147		\$ 1,748,076		\$ 1,784,927		\$ 1,822,961		\$ 1,862,247		\$ 1,902,658		\$ 1,944,206		\$ 1,986,410		\$ 2,029,293		\$ 2,074,871		\$ 2,108,165
City Portion	25%	\$ 249,063	25%	\$ 301,282	25%	\$ 344,030	25%	\$ 384,809	25%	\$ 358,868	25%	\$ 393,949	25%	\$ 420,268	25%	\$ 451,633	25%	\$ 419,243	25%	\$ 428,037	25%	\$ 437,019	25%	\$ 446,194	25%	\$ 455,545	25%	\$ 465,137	25%	\$ 474,914	25%	\$ 484,901	25%	\$ 495,103	25%	\$ 505,523	25%	\$ 516,168	25%	\$ 527,041
McGrath Portion	75%	\$ 749,187	75%	\$ 903,846	75%	\$ 1,032,091	75%	\$ 1,154,426	75%	\$ 1,157,604	75%	\$ 1,181,847	75%	\$ 1,206,360	75%	\$ 1,231,897	75%	\$ 1,257,728	75%	\$ 1,284,110	75%	\$ 1,311,057	75%	\$ 1,338,581	75%	\$ 1,366,095	75%	\$ 1,395,411	75%	\$ 1,424,742	75%	\$ 1,454,703	75%	\$ 1,484,308	75%	\$ 1,514,569	75%	\$ 1,544,503	75%	\$ 1,574,124
City Accumulated Tax	\$ 249,063		\$ 550,344		\$ 894,375		\$ 1,279,183		\$ 1,665,051		\$ 3,240,848		\$ 4,849,658		\$ 6,492,188		\$ 8,169,158		\$ 9,881,305		\$ 11,629,381		\$ 13,414,156		\$ 15,236,416		\$ 17,096,963		\$ 18,996,619		\$ 20,936,224		\$ 22,916,634		\$ 24,938,727		\$ 27,003,398		\$ 29,111,562	
McGrath Accumulated Tax	\$ 749,187		\$ 1,651,033		\$ 2,683,124		\$ 3,857,550		\$ 4,995,154		\$ 6,249,588		\$ 7,549,933		\$ 8,981,305		\$ 10,551,842		\$ 12,272,437		\$ 14,145,088		\$ 16,170,799		\$ 18,352,411		\$ 20,691,654		\$ 23,190,335		\$ 25,850,559		\$ 28,575,183		\$ 31,366,712		\$ 34,227,236		\$ 37,160,759	
Total City Tax Collected		\$ 29,111,562																																						
Total McGrath Tax Collected		\$ 4,995,154																																						

Exhibit E - Page 3 of 3
St Charles All Dealer Sales Per Crossell Report

DEALER	2016			2017			2018			2019			2020 YTD Thru Aug		
	NC Units	UC Units	Total	NC Units	UC Units	Total	NC Units	UC Units	Total	NC Units	UC Units	Total	NC Units	UC Units	Total
Honda - McGrath	930	477	1407	1169	623	1792	1369	930	2299	1560	1257	2817	548	825	1373
Toyota - St Charles	1384	923	2307	1233	795	2028	1250	882	2132	1155	907	2062	583	532	1115
Nissan - St Charles	1284	No Rec	1284	884	No Rec	884	848	No Rec	848	0	No Rec	0	84	Combined with Ford	84
VW - Fox Valley	W Chi	W Chi	W Chi	584	678	1262	656	893	1549	638	704	1342	387	365	752
Mercedes / Sprinter - St Charles	409	344	753	369	320	689	338	369	707	278	404	682	183	306	489
Buick-GMC - Fox Valley	523	370	893	493	454	947	437	490	927	452	565	1017	261	350	611
Chevrolet - McCue	836	576	1412	864	568	1432	805	556	1361	643	514	1157	336	261	597
Chrysler Jeep Ram - St Charles	1319	690	2009	1431	683	2114	1463	950	2413	1316	1631	2947	657	1305	1962
Ford - St Charles (Zimmerman) (Hawk Ford 2018 & on)	515	341	856	152	285	437	716	329	1045	672	501	1173	370	399	769

NC = New Car

UC = Used Car

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: 4b
	Title:	Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision.	
	Presenter:	Russell Colby	
Meeting: Planning & Development Committee		Date: September 14, 2020	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>The subject property is the former Pheasant Run Resort facility, comprising 46 acres at the southeast corner of E. Main St./IL Route 64 and Kautz Road. (The adjacent golf course is owned by the DuPage Airport Authority and is not part of the proposed subdivision.)</p> <p>The proposal is to subdivide the property into 3 lots fronting on Main Street. The purpose of the subdivision is to facilitate the reuse and/or redevelopment of the property for commercial uses:</p> <ul style="list-style-type: none"> • Lot 1: The Mega Center and adjacent parking field. (A separate agenda item is being presented regarding an incentive agreement for McGrath Honda to relocate and expand to Lot 1.) • Lot 2: The former main resort buildings, with the exception of smaller outbuildings and an older western wing of the hotel that is partially on Lot 3. • Lot 3: The mostly undeveloped corner parcel at the Main St./Kautz Rd. intersection. <p>The scope of review of the subdivision applications is limited to the overall lot layout, site access and adequacy of utilities to service each proposed lot.</p> <p>The former resort is served by a mix of private and public utilities, and most on-site systems are private and require upgrade or replacement in order to serve multiple lots. Upgrades can occur as each lot is redeveloped, however, the sanitary sewer lift station, which serves all of the lots in the subdivision, needs to be upgraded to a public system before the property ownership is separated.</p> <p>Engineering plans have been submitted and reviewed by staff. Although plans are not at 100% design, the plans are adequate for estimating the cost of the financial guarantee that is required to be posted with the City at the time the subdivision plat is recorded.</p> <p>For large subdivisions with public improvements, City Code requires the subdivider to sign a Land Improvement Agreement outlining the responsibilities for completion of the improvements. Staff and the City Attorney have worked with the applicant to adapt the standard agreement form contained in the City Code to better fit the project. This agreement is attached for information only, and is to be signed by the Mayor prior to recording of the plat and posting of the financial guarantee.</p> <p><u>Plan Commission Recommendation</u></p> <p>Plan Commission reviewed the applications on August 4, 2020 and recommended approval, subject to resolution of staff comments.</p>			
Attachments <i>(please list):</i> Plan Commission Resolution, Staff Memo, Application, Plat, Land Improvement Agreement draft			
Recommendation/Suggested Action <i>(briefly explain):</i> Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision.			

City of St. Charles, Illinois
Plan Commission Resolution No. 16-2020

**A Resolution Recommending Approval of a Preliminary and Final Plat of
Subdivision for Pheasant Run Resort Subdivision (Saint Charles Resort LLC)**

Passed by Plan Commission on August 4, 2020

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

WHEREAS, the Plan Commission has reviewed the Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision (Saint Charles Resort LLC); and

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

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision (Saint Charles Resort LLC); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Pretz, Purdy, Kessler, Wallace, Holderfield, Vargulich, Becker, Melton, Funke

Nays: None

Absent: None

Motion carried: 9-0

PASSED, this 4th day of August 2020.

Chairman
St. Charles Plan Commission

Community & Economic Development

Phone: (630) 377-4443



Staff Report

TO: Chair Rita Payleitner
And the Members of the Planning & Development Committee

FROM: Russell Colby
Assistant Director of Community & Economic Development

RE: Pheasant Run Resort Subdivision

DATE: September 8, 2020

I. APPLICATION INFORMATION:

Project Name: Pheasant Run Resort Subdivision

Applicant: Saint Charles Resort, LLC

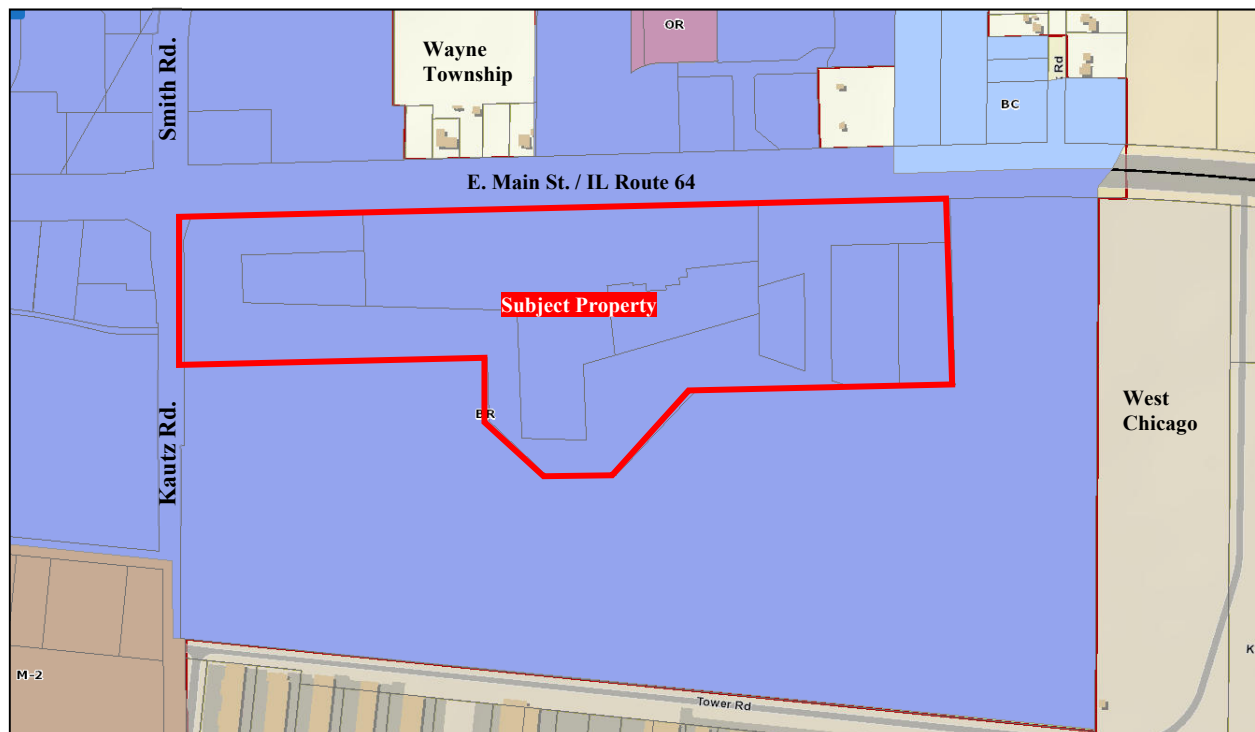
Purpose: Subdivide former Resort property into three commercial lots

General Information:		
Site Information		
Location	Former Pheasant Run Resort, 4051 E. Main St.	
Acres	46 acres (excludes Golf Course property- under separate ownership)	
Application:	Preliminary Plat of Subdivision Final Plat of Subdivision	
Applicable City Code Sections	Title 16, Subdivisions and Land Improvement Title 17, Chapter 17.14 – Business and Mixed Use Districts	
Existing Conditions		
Land Use	Former hotel/resort and exposition center	
Zoning	BR Regional Business District, Special Use for Golf Course	
Zoning Summary		
North	BR Regional Business District Unincorporated Wayne Township property	McDonalds, Walmart, Fox Valley Volkswagen, Culver's, Hilton Garden Inn, houses, farm land
East	BR Regional Business District (DuPage Airport Authority)	Golf course maintenance facility and Golf Course
South	BR Regional Business District (DuPage Airport Authority)	Golf Course
West	BR Regional Business District - PUD	Eastgate Commons shopping center- Target and Portillo's
Comprehensive Plan Designation		
Hotel Property: Corridor and Regional Commercial; Golf Course property: Open Space		

Aerial Photograph



Zoning Map



II. PROJECT OVERVIEW:

BACKGROUND

The subject property is the former Pheasant Run Resort facilities, comprising 46 acres at the southeast corner of E. Main St./IL Route 64 and Kautz Road.

Prior to 2017, the golf course property to the south was owned in common with the subject property. The golf course is now owned by the DuPage Airport Authority and had recently been operated by the resort under a lease agreement.

Pheasant Run Resort opened in 1963 and was annexed into the City of St. Charles in 1965. The facility was expanded incrementally through the early 2000s. Major additions include the 16-story hotel tower in 1980 and the Mega Center convention space in 1985. The resort closed in February 2020.

PROPOSAL

The proposal is to subdivide the subject property into 3 lots fronting on Main Street. The purpose of the subdivision is to facilitate the reuse and/or redevelopment of the property for commercial uses:

- Lot 1: The Mega Center and adjacent parking field.
- Lot 2: The former resort buildings (with the exception of smaller outbuildings and an older western wing of the hotel that is partially on Lot 3)
- Lot 3: The mostly undeveloped corner parcel at the Main St./Kautz Rd. intersection.

No specific development or redevelopment of the property is being presented with the subdivision.

As such, the scope of review is limited the overall lot layout, site access and adequacy of utilities to service each proposed lot.

III. ANALYSIS OF PLANS

Zoning Compliance

The property is zoned BR Regional Business District, with a Special Use for a Golf Course.

The proposed lots comply with the minimum required standards of the BR Regional Business District.

Utility and Drainage Easements

The required perimeter Public Utility and Drainage Easements have been provided along the boundaries of each lot. The easements are wider in areas where public utility mains are planned or anticipated.

Utility Systems

The Pheasant Run Resort is served by a mix of private and public utilities. Most of the on-site utility systems are private and outdated and require upgrade or replacement to service multiple building lots. Staff is currently reviewing engineering plans for the required subdivision utility improvements.

- The City's Electric Utility provides service to the property via a service connection point at the southeast corner of Route 64 and Kautz Rd. All other electric infrastructure on site is private. A new electric distribution system will need to be extended along the Route 64 frontage to create a looped system. A pipe crossing under Route 64 is available near the east end of the property to connect to the electric system on the north side of Route 64.
- Portions of the resort buildings are served by private water supply wells. Redevelopment will require abandonment of any private wells and connection to the City's public water system. Watermain exists along the Route 64 frontage and is available to serve each lot.
- Sanitary sewer service is currently provided via a private lift station south of the resort tower building. A private sanitary sewer extends south and west from the lift station through the golf course property, connecting to the City trunk sewer in Kautz Road (at the intersection with Tower Rd.) Private easements exist for the sanitary service line to cross the golf course property. This private lift station and service line cannot serve multiple property owners under Illinois EPA requirements without being deemed a public system; therefore a new public sanitary sewer system must be installed with the subdivision.
- A new publicly-owned lift station is proposed to provide sanitary sewer service to each lot. The lift station would be located near the existing lift station, but the sanitary sewer main leaving the station would be routed directly west along the south boundary of the subdivision to Kautz Road. A preliminary engineering layout has been provided depicting this improvement. This system will be a required land improvement with the subdivision and the subdivider will be required to post a financial guarantee for this work in accordance with the procedures outlined in the Subdivision Code.

Utility Plan Review

The applicant's engineer, with guidance from City staff, developed plans for the sanitary sewer lift station to ensure the design meets the City's specifications and is adequately sized to serve the anticipated future uses within the subdivision. The lift station location and sanitary sewer routing has been finalized and the appropriate easements are shown on the plat.

Stormwater Management

An interconnected series of drainage routes and ponds exists within the site and drain into the golf course property to the south. Although these ponds provide for stormwater drainage, no formal stormwater management system exists on the property.

Stormwater Management will need to be addressed with the redevelopment of each parcel, depending on the extent of site disturbance and changes to the impervious surface on each lot. Stormwater Management permits will be required with redevelopment of the lots and associated drainage or stormwater easements would be provided at that time.

Access

Access to the property is provided from IL Route 64/Main St. and Kautz Rd. IL Route 64 is under the jurisdiction of the Illinois Department of Transportation:

- Full access from Route 64 is limited to the existing signalized intersection at the main entrance to the site. A cross access easement will provide for access from the signalized intersection to Lots 1 and 2 via the existing entrance drive.
- Right-in/Right-out access points to Route 64 exist on Lot 1 and Lot 3.
- IDOT will need to review and sign the Plat of Subdivision and may require additional notes or access restrictions be placed on the plat.

Kautz Road is under City of St. Charles jurisdiction:

- An existing access near Route 64 is limited to right-in/out traffic due to a barrier median in Kautz Road. This access should be removed in the future if not needed, as the drive is located close to the signalized intersection.
- A new full access to Lot 3 would need to be placed further south to align with the East Gate Commons shopping center access drive.
- A right-of-way dedication is shown along Kautz Road.

Cross access should be provided across Lots 2 and 3 to allow traffic to enter and exit the subdivision from both Route 64 and Kautz Road.

Sidewalks

Public sidewalk is typically required along all street frontages and to access each lot in the subdivision.

- Public Sidewalk does not exist along the south side of Route 64 fronting the subdivision, however there is a sidewalk along the north side of Route 64 that is connected to the property via a pedestrian crossing at the signalized intersection.
- Public Sidewalk does not exist along the east side of Kautz Road fronting the subdivision, however there is a sidewalk along the west side of Kautz Road.
- At the Route 64/Kautz Road intersection, cross walks exist on the north and west legs of the intersection only. No crosswalks connect to the subdivision.

This property is generally at the east end of the City's pedestrian circulation system and may be adequately served by interconnecting the existing crosswalk at Route 64 and the future site entrance at Kautz Rd. and the East Gate Commons drive.

Given the existing improvements on the property, it may be more practical to require sidewalks or other internal pedestrian circulation routes be constructed when the lots are redeveloped.

IV. RECOMMENDATION

Review the Preliminary/Final Plat of Subdivision.

Staff has found the application materials to be complete and the Plat to be substantially in compliance with the all code requirements.

Staff recommends approval subject to addressing all other outstanding staff comments.

V. ATTACHMENTS

- Applications
- Proposed plans (Subdivision Plat and engineering overview)

CITY OF ST. CHARLES

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



COMMUNITY DEVELOPMENT DIVISION

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

PRELIMINARY PLAT OF SUBDIVISION APPLICATION

For City Use

Project Name:

Pheasant Run Resort Subdivision

Project Number:

2020 -PR- 010

Cityview Project Number:

PLPP202000037

Received Date
RECEIVED
St. Charles, IL

JUL 29 2020

CDD
Planning Division

To request preliminary approval of a subdivision, complete this application and submit it with all required attachments to the Planning Division.

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

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

1. Property Information:	Location:	
	46.13 acres at southeast corner of Rt. 64 and Kautz Road, St. Charles, IL	
	Parcel Number (s):	
	Attached and Exhibit A	
2. Applicant Information:	Proposed Subdivision Name:	
	Pheasant Run Resort Subdivision	
	Name	Phone
	Saint Charles Resort, LLC	305-503-4056
3. Record Owner Information:	Address	Fax
	1111 Lincoln Road, Suite 802	Email
	Miami Beach, FL 33139	lgolinsky@eightfoldcapital.com
	Name	Phone
3. Record Owner Information:	Same as Applicant	
	Address	Fax
		Email

Please check the type of application:

- ☐ **Preliminary Plat of Subdivision** (Final Plat of Subdivision to be filed later)
- ☒ **Combined Preliminary-Final Review Process** (Final Plat Application filed concurrently)

This application is not required for:

- **Minor Subdivision** – File only a Minor Subdivision - Final Plat application (Minor Subdivision per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)
- **Planned Unit Developments - PUD** (The PUD Preliminary Plan Application should be filed instead)

Attachment Checklist:

For Combined Preliminary-Final Review or where multiple applications have been submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

☒ **APPLICATION FEE:**

Application fee in accordance with Appendix A of the Subdivision Code. Refer to attached Schedule of Application Fees.

☒ **REIMBURSEMENT OF FEES AGREEMENT:**

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

☒ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

☐ **PROOF OF OWNERSHIP and DISCLOSURE:**

Submit one of the following:

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

If the owner is not the applicant, submit the attached Ownership Authorization form to permit the applicant to act on the owner's behalf. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).)

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions

or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.

✓ **LEGAL DESCRIPTION:**

For entire subject property, on 8 1/2 x 11 inch paper

✓ **PLAT OF SURVEY:**

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

□ **SOIL AND WATER CONSERVATION DISTRICT APPLICATION:**

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

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

□ **ENDANGERED SPECIES REPORT:**

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

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

✓ **PLANS:**

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

Copies of Plans:

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

✓ **SUBDIVISION PLAT DRAWING REQUIREMENTS/CHECKLIST:**

Complete the attached checklist and ensure that all required information is included on the plat.

□ **PRELIMINARY ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:**

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

/A □ **STORMWATER MANAGEMENT:**

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

/A ☐ **TREE PRESERVATION PLAN:**

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

☐ **DEPARTURES FROM SUBDIVISION CODE STANDARDS:**

List any requests for departures from the requirements of Title 16, "Subdivisions and Land Improvement," and reasons for requesting each departure.

/A ☐ **PARK AND SCHOOL LAND/CASH WORKSHEETS:**

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

/A ☐ **INCLUSIONARY HOUSING SUMMARY:**

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

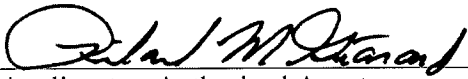
I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.



6/27/20

Record Owner

Date



6/27/20

Applicant or Authorized Agent

Date

CITY OF ST. CHARLES

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

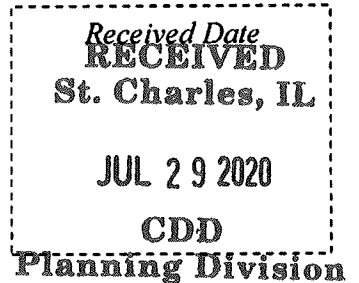


COMMUNITY DEVELOPMENT DIVISION

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

FINAL PLAT OF SUBDIVISION APPLICATION

For City Use	
Project Name:	<u>Pheasant Run Resort Subdivision</u>
Project Number:	<u>2020 -PR- 010</u>
Cityview Project Number:	<u>PLFP202000038</u>



To request approval of Final Plat for a Subdivision, complete this application and submit it with all required attachments to the Planning Division.

When this application is complete and the plans are substantially in compliance with requirements, the Final Plat will be placed on a Plan Commission agenda for review.

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

1. Property Information:	Location:	46.13 acres at southeast corner of Rt. 64 and Kautz Road, St. Charles	
	Parcel Number (s):		
	Attached and Exhibit A		
	Proposed Subdivision Name:	Pheasant Run Resort Subdivision	
2. Applicant Information:	Name	Saint Charles Resort, LLC	Phone
			305-503-4056
	Address	1111 Lincoln Road, Suite 802	Fax
		Miami Beach, FL 33139	Email
			lgolinsky@eightfoldcapital.com
3. Record Owner Information:	Name	Same as Applicant	Phone
	Address		Fax
			Email

Please check the type of application:

- ☒ **Subdivision:**
- ☐ Preliminary Subdivision Plat was previously approved by the City
 - ☒ Combined Preliminary-Final Review Process (Preliminary Plat Application filed concurrently)
- ☐ **Planned Unit Development (PUD):**
- ☐ PUD Preliminary Plan was previously approved by the City
 - ☐ Combined Preliminary-Final Review Process (PUD Preliminary Plan Application filed concurrently)
 - ☐ PUD Final Plan application filed concurrently

This application is not required for a Minor Subdivision (Per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)

Attachment Checklist:

For Combined Preliminary-Final Review or where multiple applications have been submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

☒ **APPLICATION FEE:**

Application fee in accordance with Appendix A of the Subdivision Code. (\$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 site:

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

☒ **FEE FOR INSTALLATION OF CITY BENCHMARKS:**

Payment for installation of City benchmarks in accordance with Appendix F of the Subdivision Code. 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 and DISCLOSURE:

Submit one of the following:

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

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

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

✓ PLANS:

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

Copies of Plans:

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

✓ SUBDIVISION PLAT – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the plat.

□ FINAL ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the Final Engineering Plans.

□ ENGINEER's COST ESTIMATE SPREADSHEET:

See attached form.

N/A **□ STORMWATER MANAGEMENT PERMIT APPLICATION (if not already filed)**

N/A **□ STORMWATER REPORT**

□ FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT

When submitting the application, provide a draft or description of the proposed guarantee for the payment and completion of Land Improvements (consisting of proposed form, amount and provider of completion guarantee collateral - bond, cash, or letter of credit).

- For Letter of Credit form, see City Code Title 16, Appendix C.
- For Land Improvement Agreement, see City Code Title 16, Appendix D.

A Financial Guarantee and Land Improvement Agreement must be provided prior to the City signing the Final Plat of Subdivision and recording the plat.

☐ COPIES OF THIRD PARTY PERMIT/APPROVALS

- Illinois EPA Water Pollution Control Permit for sanitary sewer extension
- Illinois EPA Division of Public Water Supplies Permit for water mains
- Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
- IDNR Office of Water Resources Permit (for work in flood plain)
- Wetlands Permit from Army Corps of Engineers
- Kane County DOT and/or IDOT signature on Final Plat (if applicable)
- Offsite easements and right of way necessary to construct the required Land Improvements

N/A ☐ PARK AND SCHOOL LAND/CASH WORKSHEETS:

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

N/A ☐ INCLUSIONARY HOUSING SUMMARY:

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

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

Saint Charles Resort, LLC

June 26, 2020

Record Owner

Date



Applicant or Authorized Agent
Ronald E Schrager

6/26/2020
Date

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Ronald E Schrager, being first duly sworn on oath depose and say that I am
Manager of Saint Charles Resort, LLC, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

Saint Charles Resort Holdins, LLC

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By:

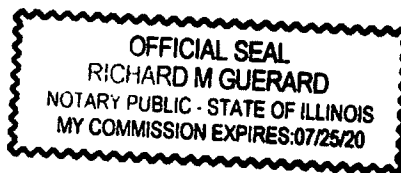
Ronald E Schrager, Manager

Subscribed and Sworn before me this 26th day of

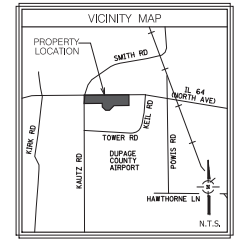
June, 20 20.

Richard M Guerard

Notary Public



THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

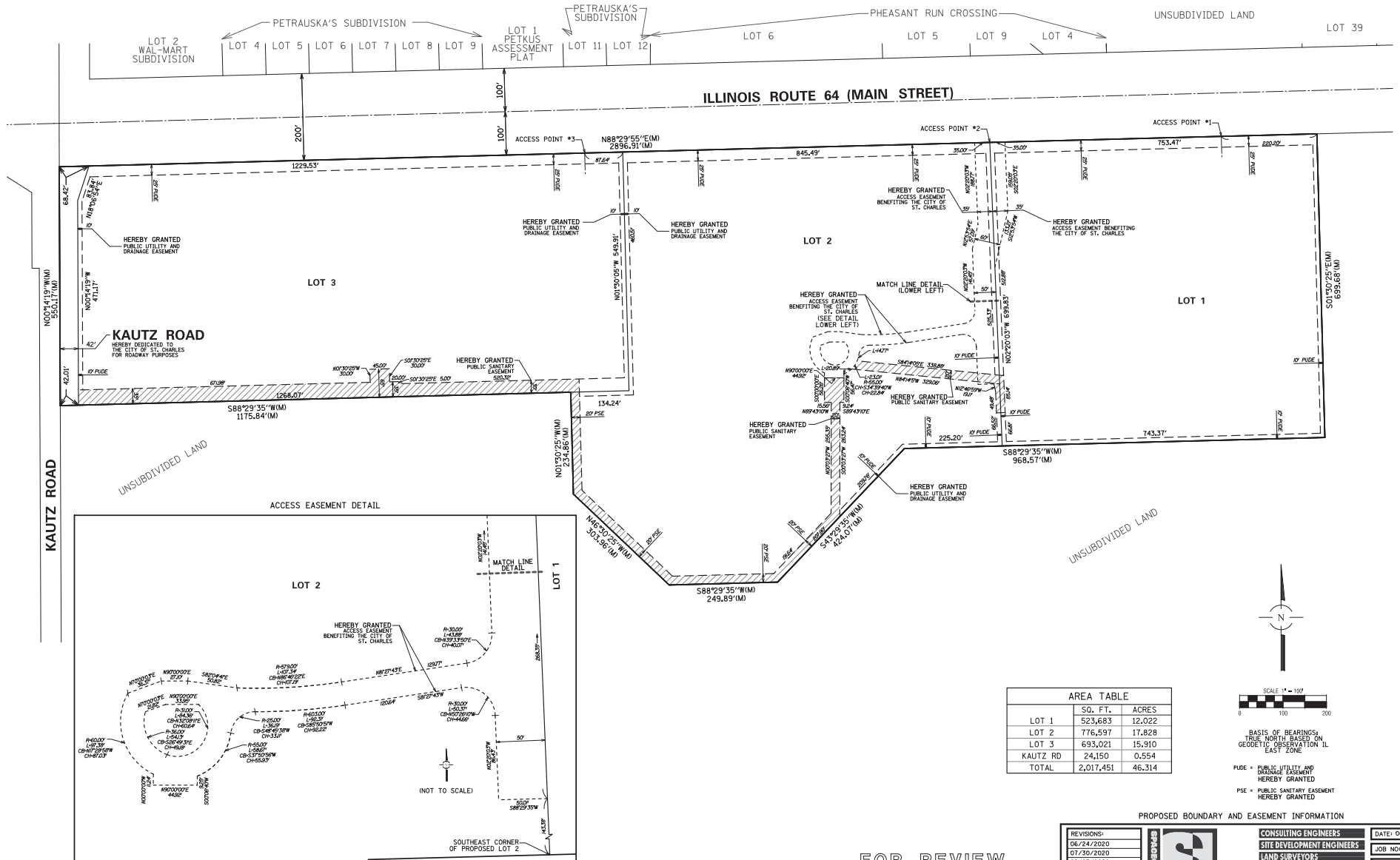


PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORIE BOULEVARD, SUITE 300
OAK BROOK, IL 60523

N:\Projects\9350\SURVEY\9350SUB-01.dgn Default User-tpopeck

PHEASANT RUN RESORT SUBDIVISION

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

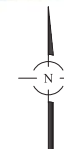


PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORIE BOULEVARD, SUITE 300
OAK BROOK, IL 60523


FOR REVIEW
PURPOSES ONLY

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-6800 Fax: (847) 696-6805

The map shows a proposed subdivision of a property in St. Charles, Missouri. The property is bounded by Kautz Road to the west, Illinois Route 64 (Main Street) to the north, and an unnamed road to the east. The subdivision includes Lot 1, Lot 2, Lot 3, and Lot 4. Lot 1 is a large rectangular lot on the east side. Lot 2 is a large rectangular lot in the center. Lot 3 is a large rectangular lot on the west side. Lot 4 is a large rectangular lot on the north side. The map also shows various easements and encroachments, including a public utility and drainage easement, a public sanitary easement, and a public utility and drainage easement. The map is overlaid with a grid and dimensions. A north arrow is located in the bottom right corner.



SCALE 1" = 100'



0 100 200

BASIS OF BEARINGS:
TRUE NORTH BASED ON
GEODETIC OBSERVATION IL
EAST ZONE

PUDE = PUBLIC UTILITY AND
DRAINAGE EASEMENT
HEREBY GRANTED

PSE = PUBLIC SANITARY EASEMENT
HEREBY GRANTED

REVISIONS:
07/31/2020
08/07/2020
09/02/2020



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Tel: (847) 696-4060 Fax: (847) 696-4065

DATE: 06/24/2020

JOB NO: 9350

FILE NAME:

9350EXH-OVERLAY

SHEET
1 OF 1

FOR REVIEW
PURPOSES ONLY



NO.	DATE	REMARKS

5	09/02/20	ISSUE FOR CITY REVIEW
4	8/27/20	ISSUE FOR COORDINATION
3	8/07/20	ISSUE FOR CITY REVIEW
2	7/29/20	ISSUE FOR CITY REVIEW
1	8/13/20	SPACECO REVISION
NO.	DATE	REMARKS

OVERALL UTILITY
**PHEASANT RUN RESORT
REDEVELOPMENT**
ST. CHARLES, ILLINOIS

CONSULTING ENGINEERS
STEEDREPOUN ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Oswest, IL 60450
Phone: (847) 684-4025 Fax: (847) 684-4030



FILENAME: 9350.04.OVUT
DATE: 07/24/20
JOB NO. 9350.04
SHEET OVUT
3 OF 16

SRD 9/10/2020

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this _____ day of September, 2020, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, having its principal offices at Two E. Main Street, St. Charles, Illinois (hereinafter called the "City") and SAINT CHARLES RESORT, LLC, a Delaware limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, on or about June 29th, 2020, Developer, as applicant, filed an application with the City for the approval of a final plat of subdivision (the "Final Plat") with respect to the property owned by the Developer and legally described on Exhibit A (the "Subject Realty"); and

WHEREAS, the Final Plat (an unrecorded copy of which is attached hereto as Exhibit B), when recorded, will subdivide the Subject Realty into "Lot 1", "Lot 2", and "Lot 3" (each a "Lot" and collectively the "Lots") of the Final Plat of Subdivision of the Pheasant Run Resort (the "Project"); and

WHEREAS, once the Final Plat is recorded, the Developer shall construct a sanitary lift station, associated force main, transmission line and related on-site and off-site improvements to serve the Project (hereinafter referred to as the "Land Improvements"); and

WHEREAS, the Developer has contracted to sell to Lot 1 of the Project, for the proposed development of the eastern approximate 6 acres of Lot 1 with a Honda new vehicle dealership (the "Honda Development"); and

WHEREAS, it is the desire of the City to facilitate the Honda Development of Lot 1; and

WHEREAS, the Final Plat, when recorded, will itself create easements to be dedicated to the City which are intended to be the site for the construction by Developer as soon as practicable of the Land Improvements for the benefit of all Lots within the Subdivision, subject to the ordinances, codes and regulations of City, County and State regulations and permits, pursuant to this Agreement; and

WHEREAS, the City is willing to approve the Final Plat for the Project provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable City ordinances, County and State regulations and permits and/or agreements between the City and Developer. The Project shall not be approved until this Agreement is executed; and

NOW, THEREFORE, it is mutually agreed as follows:

1. The foregoing recitals are material to this Agreement and are incorporated herein as though fully set forth in this Paragraph 1. The Parties hereby acknowledge the truth and accuracy of said recitals.

2. The Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the public and private on-site and off-site Land Improvements required by the St. Charles Municipal Code (the "City Code"). All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles. Such Land Improvements are identified on the Final Engineering Plans ("Final Engineering Plans") prepared by _____, entitled _____, dated _____, 20____, and bearing the latest revision date of _____, 20____, consisting of _____ sheets, together with any amendments thereto approved by the City, and shall be constructed in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the City and/or other agreements between the City and the Developer

3. Attached hereto as Exhibit C is a complete cost estimate for the design, construction and oversight of the required Land Improvements. The City Code and/or any applicable ordinance or agreement provides that the Developer shall collateralize its obligation to construct all required Land Improvements. The Developer shall deposit with the City cash ("Cash Deposit") prior to the approval of the Final Plat of Subdivision by the City, in an amount as provided for in this Agreement.

Said Cash Deposit shall be not less than the greater of (i) one hundred fifteen percent (115%) of the Developer's engineer's estimate (the "Engineer's Estimate"), as approved by the Development Engineering Division Manager, of the costs of all required Land Improvements to be constructed, and (ii) One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00).

To further collateralize its obligations to the City with respect to the Land Improvements, the Developer shall, as a condition to receiving a permit from the City, collaterally assign to the City all of the Developer's contracts with third parties for the construction of the Land Improvements, as well as all plans, studies and permits pertaining to such work. The said collateral assignment shall be in form and substance acceptable to the City.

The Cash Deposit shall be reduced from time to time, but in no event more frequently than monthly, based upon the Development Engineering Division Manager's determination of the value of any of the Land Improvements installed. The Development Engineering Division Manager's recommendation shall not be subject to question by the Developer. In no event shall the Cash Deposit be reduced to an amount less than one hundred fifteen percent (115%) of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements. So long as any portion of the Land Improvements remains uncompleted or unaccepted, the Developer shall maintain a sufficient Cash Deposit to guarantee completion of the Land Improvements. Failure of the Developer to maintain a sufficient Cash Deposit to guarantee completion of the Land Improvements shall be a breach of this Agreement. In no event shall the Development Engineering Division Manager's authorization for a reduction to the Cash Deposit constitute final acceptance of any of the Land Improvements. A Cash Deposit reduction request by the Developer shall be processed by the City within 21 days from the submission of a completed request for reduction by the Developer, which is in compliance with requirements of this Agreement and the following requirements:

When reducing the Cash Deposit, prior to each disbursement of funds by City to the Developer hereunder, it is a requirement of this Agreement that the Developer shall furnish or cause to be furnished to the City the following:

A. A sworn Owner's Statement disclosing the various contracts entered into by the Developer relating to the construction of the Land Improvements and setting forth the name of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due, if any.

B. A sworn statement to Developer by the General Contractor setting forth the names and addresses of such persons furnishing labor, service or materials (*i.e.*, subtrades and material suppliers), the kind of labor, service or materials to be furnished, the amounts of the contracts, amounts paid to date, if any, amount of current payments, if any, and balances to become due, if any.

C. Certification by the Developer's Engineer, in the form of a revised stamped Engineer's Estimate, itemizing work completed and the corresponding amount of the current reduction of Cash Deposit requested by the Developer, and certification that the work has been installed, inspected and approved by City staff in accordance with the City Code.

In the event that the Developer requests an extension of time to complete the Land Improvements, as described in Section 10 below, the Developer shall submit a new Cash Deposit in an amount equal to the original Cash Deposit (minus any reductions described in the preceding paragraph) plus an additional amount equal to the percentage increase in the ENR: Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original Cash Deposit to the date of the extension granted by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-Gary-Kenosha shall be used to calculate the increased amount. In no event shall the amount of the Cash Deposit be lower than the original amount, other than to reflect reductions described in the preceding paragraph. It shall be the Developer's responsibility to provide the appropriate documentation to the City regarding the index statistics. Notwithstanding anything stated in this Agreement to the contrary, the City will accept a joint written direction from the Developer and McGrath Motors, Inc., an Illinois corporation, ("McGrath") to pay directly to McGrath any excess Cash Deposit and Maintenance Cash Deposit funds remaining on deposit with the City after acceptance by the City of the Land Improvements and completion of the twelve (12) months Developer Guarantee required in paragraph 10 of this Agreement, to a maximum amount payable to McGrath of Seven Hundred Ten Thousand Dollars (\$710,000.00).

4. Developer shall furnish qualified field supervision for the installation of all Land Improvements in the person of a professional engineer licensed in the State of Illinois.

5. Developer shall have otherwise paid to the City for any and all outstanding fees, costs or other sums that may be outstanding and due the City and will pay to the City all plan review, inspection and other fees as required by the City's form of Reimbursement of Fees Agreement executed by the Developer or otherwise required by the City Code.

6. The Developer shall furnish the City with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the Developer contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the Developer. The policy shall provide a thirty (30) day "prior

notice of termination" provision in favor of the City. Should the Developer allow such liability insurance to terminate prior to the final acceptance of all of the Land Improvements, the City may have recourse against the Cash Deposit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the Land Improvements.

7. The Developer, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the City, its agents, servants and employees, arising out of any of the Developer's construction activities contemplated by this Agreement.

8. Developer shall (i) commence the construction of the Land Improvements within 30 days following the date of procurement of the Final Engineering Plans and Land Improvement Permits, and (ii) cause the Land Improvements to be completed, and as-built drawing tendered to the Development City Engineer, not later than the first to arrive of (X) 12 months after the commencement of the work or (Y) the one (1) year anniversary of the recording of the Final Plat, unless such time period is extended in writing by the City.

If work relating to the Land Improvements is not completed within the time prescribed herein, the City shall have the right, but not the obligation, to cause the completion of the Land Improvements by either exercising its collateral assignment of the Developer's contractor contracts, as provided for above, or contractors of the City's selection and drawing on the Cash Deposit to pay for all costs related thereto, in addition to any other available remedies.

9. Upon completion of any Land Improvement and, further, upon the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Land Improvement has been completed in conformance with this Agreement, the City Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Development City Engineer shall, within twenty (20) days after the City receives the aforesaid certification from the Developer's engineer, either (i) recommend to the City's corporate authorities final acceptance of said Land Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Land Improvement, specifically citing sections of the final engineering Plans and Specifications, the City Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Development City Engineer. Should the Development City Engineer reject any Land Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Land Improvement such corrections or modifications as may be required by the Development City Engineer. The Developer shall cause the Land Improvement to be submitted and resubmitted as herein provided until the Development City Engineer shall recommend final acceptance of same to the corporate authorities of the City and the corporate authorities shall finally accept same. No Land Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the City, Developer agrees to convey and transfer those Land Improvements which are deemed to be public improvements to the City by appropriate Bill(s) of Sale.

10. The Developer guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said Land Improvements will be furnished and performed in accordance with well-known established practices and standards recognized by

engineers in the trade. All Land Improvements shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the Developer for a period of twelve (12) months from the date of final acceptance by the City.

To partially secure the Developer's guarantee, at the time or times of final acceptance by the City of the installation of any Land Improvement in accordance with this Agreement, Developer shall deposit with the City a Maintenance Cash Deposit in the amount of fifteen percent (15%) of the Engineer's Estimate of the Land Improvement finally accepted by the City, as such amount was adjusted under Section 2, if applicable. This Maintenance Cash Deposit shall be deposited with the City and shall be held by the City.

The Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the Land Improvements in good and sound condition, satisfactory to the City and the Development City Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Cash Deposit shall be returned to the Developer.

If during said guarantee period, any Land Improvement shall require any repairs or renewals, in the opinion of the Development City Engineer, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Development City Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within thirty (30) days of such notification, the City may cause such work to be done, either by contract or otherwise, and the City may draw upon said Maintenance Cash Deposit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Cash Deposit, the Developer will remain liable for any additional cost or expense incurred in the correction process.

11. The Developer shall furnish the City with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

12. The Developer shall be responsible for the maintenance of the Land Improvements until such time as they are finally accepted by the City. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the Land Improvements compliant with the Plans and Specifications at the time of their final acceptance by the City.

The City at its sole discretion may accept any partially constructed streets (where the surface course has not been placed). The Developer shall be responsible for all maintenance of partially constructed streets, including street sweeping and snow removal, until the streets are fully completed and accepted by the City. At all times, the Developer shall be responsible for removal of construction debris and waste related to the property being developed by the Developer.

13. Developer shall be responsible for any and all damage to the Land Improvements which may occur during the construction of the Project irrespective of whether the Land Improvements damaged have or have not been finally accepted hereunder. Developer shall

replace and repair damage to the Land Improvements installed within, under or upon the Subject Realty resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

14. Until such time as the Land Improvements have been accepted by the City and connected to the existing building on Lot 1:

A. Developer will cause, at no cost to the City, the current private sanitary system owned by the Developer and currently serving the improvements on proposed Lot 1 to remain operational and maintained in order to serve the sanitary needs of Lot 1 during construction and, subject to 14(d) below, the opening and operation of the Honda Development, when completed; and

B. the City agrees to allow such continued use of said private sanitary system to serve Lot 1 during construction and, subject to 14(d) below, the opening and operation of the Honda Development; and

C. in the event the Land Improvements have not been completed and accepted by the City at such time the Honda Dealership opens and commences operations, the Developer shall be prohibited from utilizing any other connections to the private sanitary system for the balance of the Project, it being the intention that the Honda Dealership on Lot 1 shall be the sole user of and connection to the private sanitary system; and

D. within thirty (30) days of completion by Developer and acceptance of the Land Improvements by the City, the Honda Dealership shall be disconnected from the private sanitary system and the Developer shall de-commission the private sanitary system serving the Project.

15. The rights and remedies of the City as provided herein, in the ordinances of the City and/or in any agreements between the City and Developer regarding the Project, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall arise. Failure of the City, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the City's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the City is not required to be given.

16. From and after the date on which the Development City Engineer notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the City, upon demand, all of the City's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

17. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

18. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

19. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the City Code. To the extent that this Agreement does not address an applicable provision of the City Code, the City Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the City Code has not been addressed within the specific terms of this Agreement.

20. This Agreement shall be in full force and effect from the date set forth above until the maintenance and guarantee period for each any every Land Improvement terminates.

21. Force Majeure. The Developer shall not lose any rights hereunder on account of failure of performance if the failure is occasioned by government action, war, terrorism, fire, explosion, flood, severe weather, strike, lockout, embargo, prolonged shortage of materials, pandemic, act of God, or any other cause beyond the control and without the fault or negligence of the Developer, provided that the Developer has exerted all reasonable efforts to avoid or remedy such force majeure. Such excuse shall continue as long as the condition preventing the performance continues. Upon cessation of such condition, the Developer shall promptly resume performance hereunder. The Developer shall provide prompt written notice to the City of the occurrence of any such condition, the nature thereof, and the extent to which the Developer will be unable to perform its obligations hereunder. The Developer further agrees to use all reasonable efforts to correct the condition as quickly as possible and to give the City prompt written notice when it is again fully able to perform its obligations.

22. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

23. All notices required or permitted hereunder shall be in writing and shall be served on the Parties or their respective counsel at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email in PDF format, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by email or personal delivery and delivered after 5:00 p.m. Central Time shall be deemed received on the next business day. A Party's address may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by Parties counsel to a Party shall be deemed given by Party sending noticed and received by the other Party. Notices shall be provided at the following addresses:

City at:

City St. Charles
Two E. Main Street
St. Charles, Illinois 60174
Attn: Mark Koenen
Telephone: (630) 377-4425
Email: mkoenen@stcharlesil.gov

Developer at:

Saint Charles Resort, LLC
c/o Eightfold Real Estate Capital, L.P.
1111 Lincoln Road, Suite 802
Miami Beach, Florida 33139
Attn: Ronald Schrager and Larry Golinsky
Telephone: (305) 503-4052; (305) 503-4056
Email: rschrager@eightfoldcapital.com
and lgolinsky@eightfoldcapital.com

24. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[END OF TEXT — SIGNATURE PAGES TO FOLLOW]

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

Developer:

SAINT CHARLES RESORT, LLC

City:

CITY OF ST. CHARLES, ILLINOIS

By: _____
Manager

By: _____
Raymond P. Rogina, Mayor

Attest: _____
Charles Amenta, Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the Manager of Saint Charles Resort, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Saint Charles Resort, LLC, for the uses and purposes therein set forth; and the said Manager then and there acknowledged that he/she, as custodian of the corporate seal of Saint Charles Resort, LLC, did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of Saint Charles Resort, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of September, 2020.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond P. Rogina, Mayor of the City of St. Charles, and Charles Amenta, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that he, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as his own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of September, 2020.

Notary Public

Schedule of Exhibits:

Exhibit A	Legal Description of Subject Realty
Exhibit B	Unrecorded Final Plat
Exhibit C	Preliminary Engineer's Estimate of Probable Costs

EXHIBIT A

PROPERTY DESCRIPTION:

A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

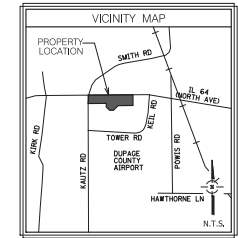
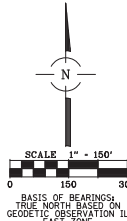
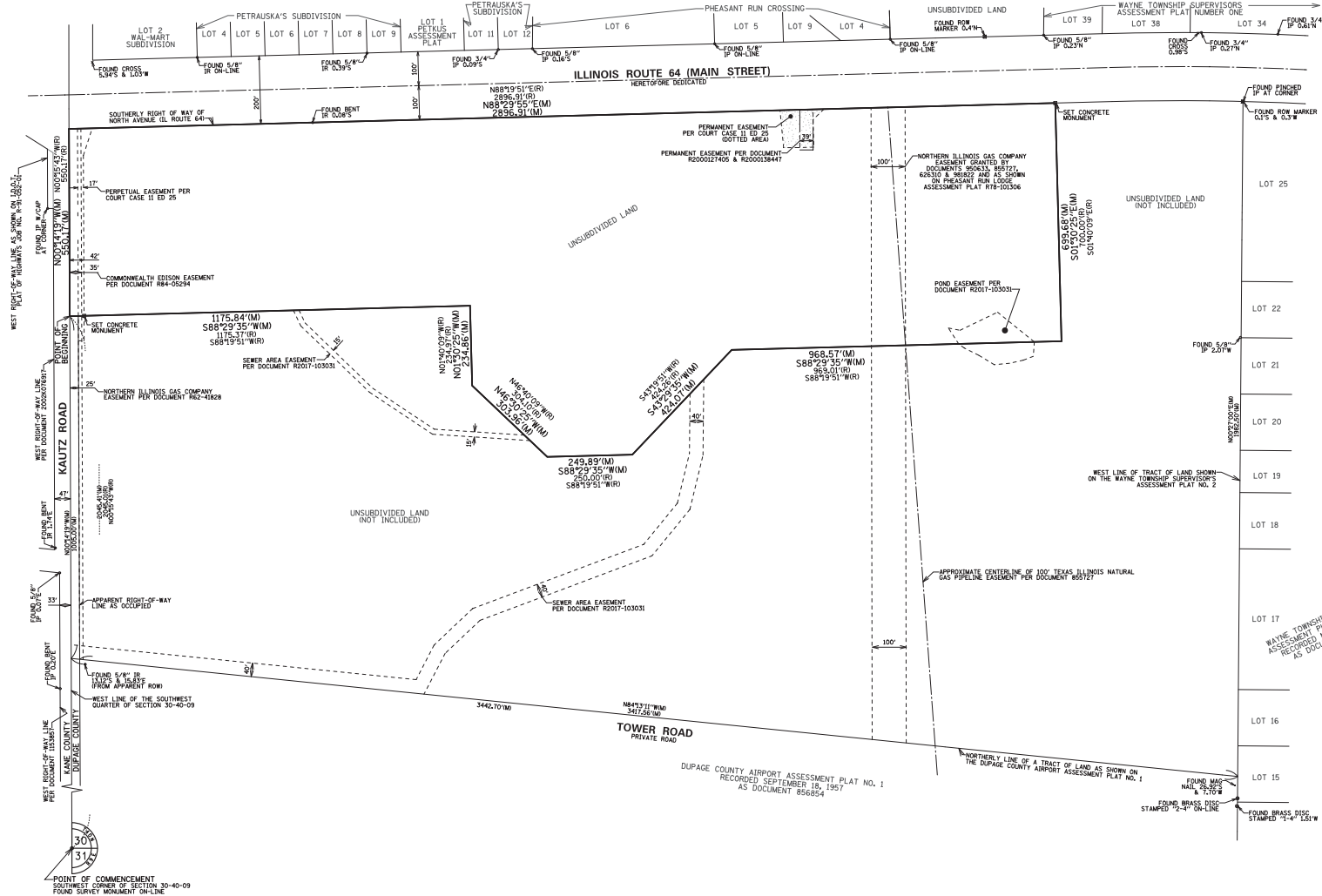
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 15 MINUTES 43 SECONDS WEST (BEARINGS FOR DESCRIPTIVE PURPOSES ONLY) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2,045.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 43 SECONDS WEST ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 550.17 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH AVENUE CILLINOIS ROUTE NO. 64); THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST ON THE SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 2,896.91 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 09 SECONDS EAST, A DISTANCE OF 700.00 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 969.01 FEET; THENCE SOUTH 43 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 424.26 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 304.10 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 234.97 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 51 SECONDS WEST TO A POINT ON THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 1,175.37 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PIN'S:

0 -30-300-015
0 -30-300-016
0 -30-300-017
0 -30-300-018
0 -30-300-019
0 -30-300-050
0 -30-400-005

PHEASANT RUN RESORT SUBDIVISION

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



EXISTING BOUNDARY AND EASEMENT INFORMATION

REVISIONS:
06/24/2020
07/30/2020
08/07/2020
08/11/2020
09/02/2020



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 06/05/2020
JOB NO: 9350
FILENAME: 9350SUB-01
SHEET 1 OF 3

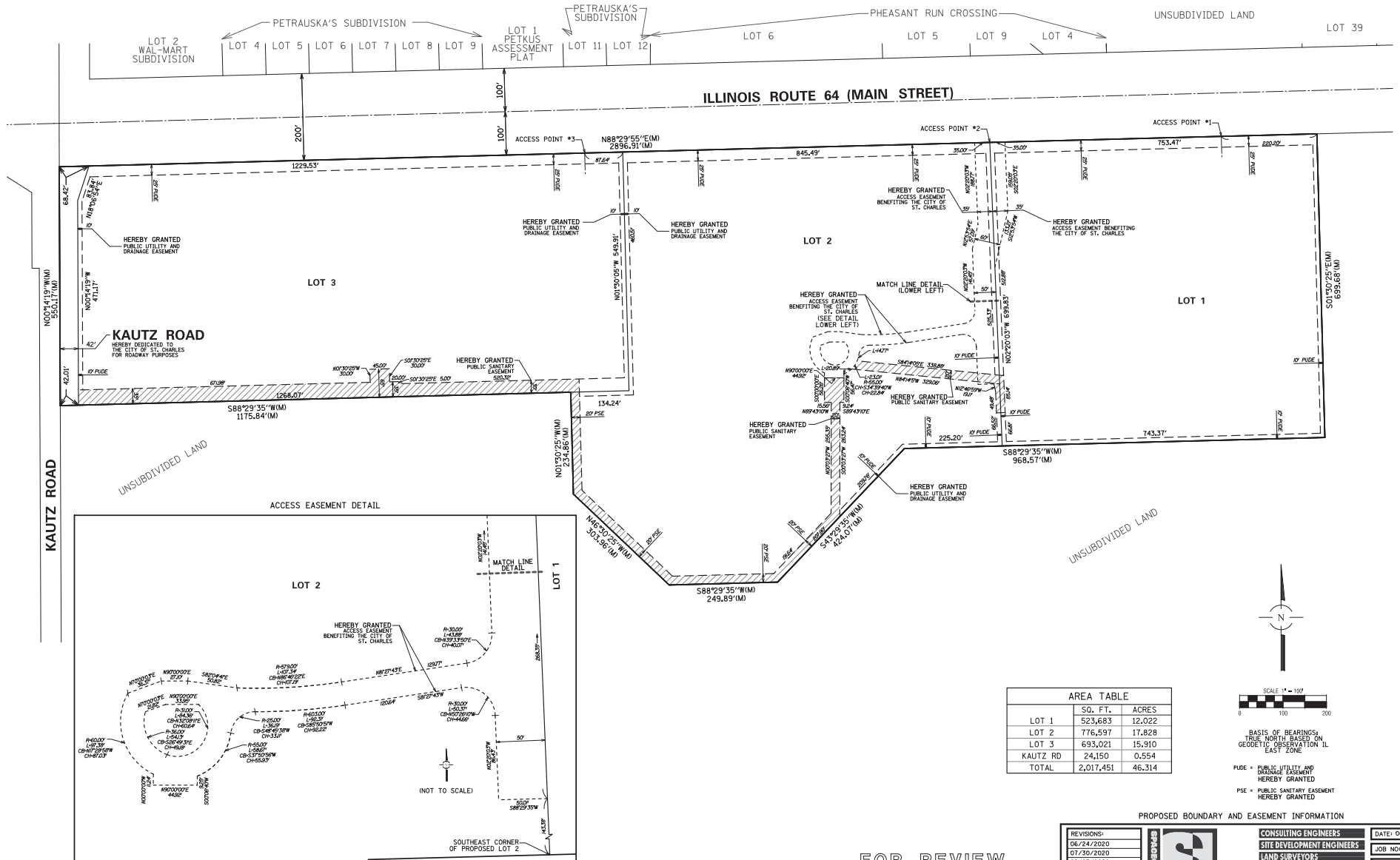
FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORDEN BOULEVARD, SUITE 300
DAN BRIDGE, IL 60225

\\dupage\survey\9350\9350SUB-01.dwg Author: troy.sprague

PHEASANT RUN RESORT SUBDIVISION

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORIE BOULEVARD, SUITE 300
OAK BROOK, IL 60523

FOR REVIEW
PURPOSES ONLY



FINAL ENGINEER'S OPINION OF
PROBABLE COST FOR NEW LIFT STATION,
FORCE MAIN, AND GRAVITY SEWER

PROJECT: **PHEASANT RUN RESORT REDEVELOPMENT**

LOCATION: ST. CHARLES, ILLINOIS

PROJECT NO.: 9350.04

CLIENT : **Lincoln Property Company**
1110 Jorie Blvd., Suite 300
Oak Brook, Illinois 60523

DATE PREPARED: 8/6/2020
LAST REVISED: 9/1/2020

PREPARED BY: SG
CHECKED BY: GW

GROUP MANAGER:


(HAND WRITTEN INITIALS)

*THE PRICES USED IN THIS LIST ARE BASED ON THE AVERAGE PRICES FROM CONTRACTOR'S
BID PRICES REVIEWED WITHIN THE PAST YEAR BY SPACECO, INC. FOR SIMILAR PROJECTS
AND/OR AVAILABLE MATERIAL & LABOR COST DATA. SOME UNIT PRICES HAVE BEEN ADJUSTED
TO ALLOW FOR SPECIAL CONDITIONS. THESE UNIT PRICES DO NOT INCLUDE ENGINEERING FEES.*

CONSULTING ENGINEERS * SITE DEVELOPMENT ENGINEERS * LAND SURVEYORS

SPACECO, INC.

DRAFT

FILE NAME:EOPC_9350.04_Final
9/1/2020

Conceptual Engineer's Opinion of Probable Construction Cost

<u>ITEM</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>LIFT STATION, FORCE MAIN, AND GRAVITY SEWER</u>				
1. 12" PVC SANITARY SEWER	43	LF	\$230.00	\$9,890.00
2. 10" PVC SANITARY SEWER	734	LF	\$70.00	\$51,380.00
3. 8" PVC SANITARY SEWER	390	LF	\$160.00	\$62,400.00
4. MANHOLE, 48"	6	EA	\$10,000.00	\$60,000.00
5. DIRECT BORE CASING PIPE UNDER WATERWAY	65	LF	\$185.00	\$12,025.00
6. TRENCH BACKFILL, GRAVITY SEWER	1,200	CY	\$20.00	\$24,000.00
7. 6" DIP FORCEMAIN	1,740	LF	\$70.00	\$121,800.00
8. FORCEMAIN AIR RELIEF VALVE/ VAULT	1	EA	\$12,000.00	\$12,000.00
9. TRENCH BACKFILL, FORCE MAIN	76	CY	\$20.00	\$1,520.00
10. EXISTING LIFT STATION DEMOLITION	1	LS	\$35,000.00	\$35,000.00
11. NEW LIFT STATION (INCLUDING ITEMS AS SHOWN ON LS1-LS4)	1	LS	\$395,000.00	\$395,000.00
12. GENERATOR	1	LS	\$25,000.00	\$25,000.00
13. NEW ELECTRIC SERVICE ***	1	LS	\$35,000.00	\$35,000.00
14. NEW GAS SERVICE	1	LS	\$15,000.00	\$15,000.00
15. TRAFFIC CONTROL	1	LS	\$15,000.00	\$15,000.00
KAUTZ ROAD				
LIFT STATION, FORCE MAIN, AND GRAVITY SEWER			Sub-Total =	\$875,015.00
<u>PAVEMENT IMPROVEMENTS</u>				
1. SAN. SWR MAINTENANCE ROAD	3" GRINDINGS, 9" PGE	1,660 SY	\$24.00	\$39,840.00
2. REMOVE PAVEMENT AT NEW LIFT STATION	FULL DEPTH	205 SY	\$12.50	\$2,562.50
3. POST AND CHAIN ACCESS CONTROL		1 LS	\$2,000.00	\$2,000.00
4. PCC PAVEMENT PATCH	FULL DEPTH	86 SY	\$85.00	\$7,310.00
5. CURB AND GUTTER	REMOVE AND REPLACE	30 LF	\$65.00	\$1,950.00
6. TEMPORARY/ PERMANENT STRIPING		1 LS	\$8,000.00	\$8,000.00
<u>REPLACE PAVEMENT- NEW LIFT STATION</u>				
7. HMA SURFACE COURSE	1.5"	204 SY	\$9.00	\$1,836.00
8. HMA BINDER COURSE	8.25"	204 SY	\$45.00	\$9,180.00
9. SUBBASE GRANULAR MATERIAL	4"	204 SY	\$5.50	\$1,122.00
10. CONCRETE PADS	10" PCC, 12" GRAVEL	6 SY	\$120.00	\$720.00
PAVEMENT IMPROVEMENTS			Sub-Total =	\$74,520.50
<u>EARTHWORK/ EROSION CONTROL</u>				
1. REMOVE TOPSOIL, MAINTENANCE ROAD STRIP, SKPL, RESPREAD		255 CY	\$15.00	\$3,825.00
2. CLAY CUT, MAINTENANCE ROAD****		255 CY	\$10.00	\$2,550.00
3. SILT FENCE		3,160 LF	\$2.50	\$7,900.00
4. CATCH ALL FILTER BASKET		2 EA	\$200.00	\$400.00
5. RESTORATION - PUBLIC ROW	SEED AND BLANKET	1 LS	\$11,000.00	\$11,000.00
6. RESTORATION - PRIVATE PROPERTY	SEED AND BLANKET	1 LS	\$26,000.00	\$26,000.00
7. TREE REMOVAL		1 LS	\$5,000.00	\$5,000.00
8. TREE PROTECTION FENCING		470 LF	\$5.00	\$2,350.00
EARTHWORK/ EROSION CONTROL			Sub-Total =	\$59,025.00

SPACECO, INC.

FILE NAME:EOPC_9350.04_Final
9/1/2020

Conceptual Engineer's Opinion of Probable Construction Cost

<u>ITEM</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>DESIGN/ CONSULT</u>				
1. ENGINEERING DESIGN AND PERMITTING	1	LS	\$40,000.00	\$40,000.00
2. CONSTRUCTION ADMINISTRATION	1	LS	\$7,000.00	\$7,000.00
3. RECORD DRAWINGS	1	LS	\$4,500.00	\$4,500.00
DESIGN/ CONSULT			Sub-Total =	\$51,500.00
SUBTOTAL =				\$1,060,060.50
CONTINGENCY=			15%	\$159,009.08
TOTAL=				\$1,219,069.58

NOTES:

1. This estimate is based on plans titled "Pheasant Run Resort Redevelopment" dated 09/02/20
2. This estimate is prepared as a guide only. SPACECO makes no warranty that actual costs will not vary from the amounts indicated, and assumes no liability for such variance.
3. This estimate DOES NOT include:
 - REVIEW FEES
 - INSPECTION FEES
 - SEWER CONNECTION OR USER FEES
4. *** Indicates cost is an estimate by the developer and will need to be confirmed with the city electric division.
5. **** Place and compact adjacent to roadway pavement

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number:** 4c**Title:**

Recommendation to approve a Minor Change to PUD for Prairie Centre Mixed Use buildings.

Presenter:

Russell Colby

Meeting: Planning & Development Committee**Date:** September 14, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

The Prairie Center PUD was approved by the City in 2017 (Ord. #2017-Z-5). The PUD Preliminary Plan included a site plan showing building locations and architectural elevations.

Thus far, only residential buildings have been constructed within the project. The City previously approved Minor Changes to the site and architectural plans for the Anthony Place senior affordable building and Buildings D1, D2 and the Clubhouse (which are currently under construction).

The developer, Shodeen, plans to next construct a mixed use building, Mixed Use Building D1.

The building is similar to the design approved in 2017, with changes to windows and building materials that better match the residential buildings that have been constructed. The lower portion remains brick, and the upper floors now include shake shingle and horizontal siding. These changes would qualify for approval under the PUD as a staff-level administrative change (no Council approval required).

However, staff and the developer felt it would be valuable to present the architectural elevations to the Planning & Development Committee for approval as a Minor Change. This first mixed-use building is expected to be representative of the remaining mixed-use buildings. These buildings will have greater prominence given their size and visible locations within the site.

The Minor Change complies with the Prairie Centre PUD ordinance.

Attachments *(please list):*

Application, Aerial and Approved 2017 plans, Proposed Plans, PUD Ordinance excerpt

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Minor Change to PUD for Prairie Centre Mixed Use buildings.

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

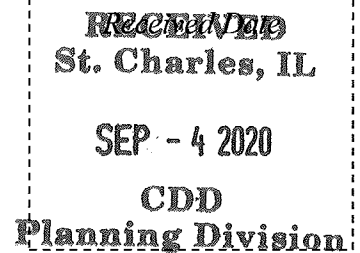


COMMUNITY DEVELOPMENT DIVISION

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

MINOR CHANGE TO PUD APPLICATION

For City Use	
Project Name:	<u>Prairie Centre</u>
Project Number:	<u>2015 -PR- 025</u>
Cityview Project Number:	<u>PLMC202000043</u>



Instructions:

A Minor Change to PUD is one that modifies an approved PUD Preliminary Plan in a manner that complies with all standards of the Special Use for PUD Ordinance applicable to the property and meets the definition of a Minor Change as contained either in Section 17.04.430 of the Zoning Ordinance or the Special Use for PUD Ordinance.

To request approval of a Minor Change, complete this application and submit it with all required attachments to the Planning Division. When the application is complete, City staff will schedule a review by the Planning and Development Committee of the City Council. The Committee's recommendation will be forwarded to the City Council for final action.

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

1. Property Information:	Location:	2060 Marlowe Boulevard, St. Charles Mixed Use Building D1	
	Parcel Number (s):	09-33-329-078	
	PUD Name:	Prairie Centre	
2. Applicant Information:	Name	Towne Centre Equities, L.L.C. c/o David Patzelt	Phone 630-444-8252
	Address	77 N. 1st St. Geneva, IL 60134	Fax 630-232-4520
			Email Dave@shodeen.com
3. Record Owner Information:	Name	Towne Centre Equities, L.L.C. c/o David Patzelt	Phone 630-444-8252
	Address	77 N. 1st St. Geneva, IL 60134	Fax 630-232-4520
			Email Dave@shodeen.com

Information for proposed Minor Change:

Name of PUD: Prairie Centre

PUD Ordinance Number: 2017-2-5

Ord. or Resolution(s) that approved the current plans: 2017-2-5

Identify Specific PUD Plans to be changed:

- ☐ Site/Engineering Plan
☐ Landscape Plan
☒ Architectural Elevations
☐ Signs
☐ Other plans: _____

Description of Proposed Changes: Although the PUD does not require this application, to avoid any confusion or or concerns, we are submitting the building elevations, site plan and related floor plans for approval. There are some very minor differences between the approved preliminary plan and the final proposed plan for this mixed use building.

The differences include shake and horizontal siding versus flat panels, one apartment entry versus two and a color scheme more in keeping with the approved and built buildings. We look forward to your review and approval.

Attachment Checklist:

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

☒ **APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance. (\$200)

☒ **REIMBURSEMENT OF FEES AGREEMENT:** Already Exists

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:** Already Exists

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

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

☒ **PROOF OF OWNERSHIP and DISCLOSURE:**

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

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

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

☒ **PLAT OF SURVEY:**

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

- ☐ **COVER LETTER:** Letter describing the proposed minor change requested, why it is necessary, and how it is different from the currently approved plan. *SEE PRIOR PAGE FOR STATEMENT.*

☒ **PLANS:**

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


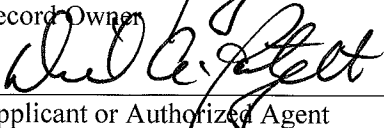
Copies of Plans:

Please contact the Planning Division to determine if full size copies of plans are needed. For simple applications, provide one full scale plan set, three (3) 11" x 17" copies (in color if applicable), and a PDF file on CD-ROM or emailed to the Project Manager.

Plans shall include the following, depending on the scope of the proposed Minor Change:

- Site Plan indicating location of proposed change.
- For changes to site/engineering plans, show existing/approved and proposed site/engineering plan changes.
- For changes to architectural elevations, show existing/approved and proposed building design, color and materials.
- For changes to landscaping, show approved and proposed plans, indicate species and quantities of plant material to replace existing/approved materials.
- Additional information may be necessary depending on the specific change proposed.

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.

	<i>9-2-20</i>
Record Owner	Date
	<i>9-2-20</i>
Applicant or Authorized Agent	Date


[illegible]

I, David A. Patzelt, being first duly sworn on oath depose and say that I am
Manager of Towne Centre Equities, L.L.C., an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

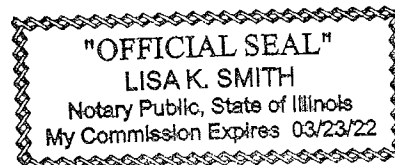
Wennlund Farm, L.L.C.	
Koranda Capital Partners, L.P.	
Kent W. Shodeen Trust No. 1	
RJF Towne Centre, L.L.C.	
Kili, L.L.C.	
Silver Glen Capital, L.L.C.	

By: David A. Patzelt, Manager
David A. Patzelt

Subscribed and Sworn before me this 3rd day of
September, 20 20 .



Notary Public

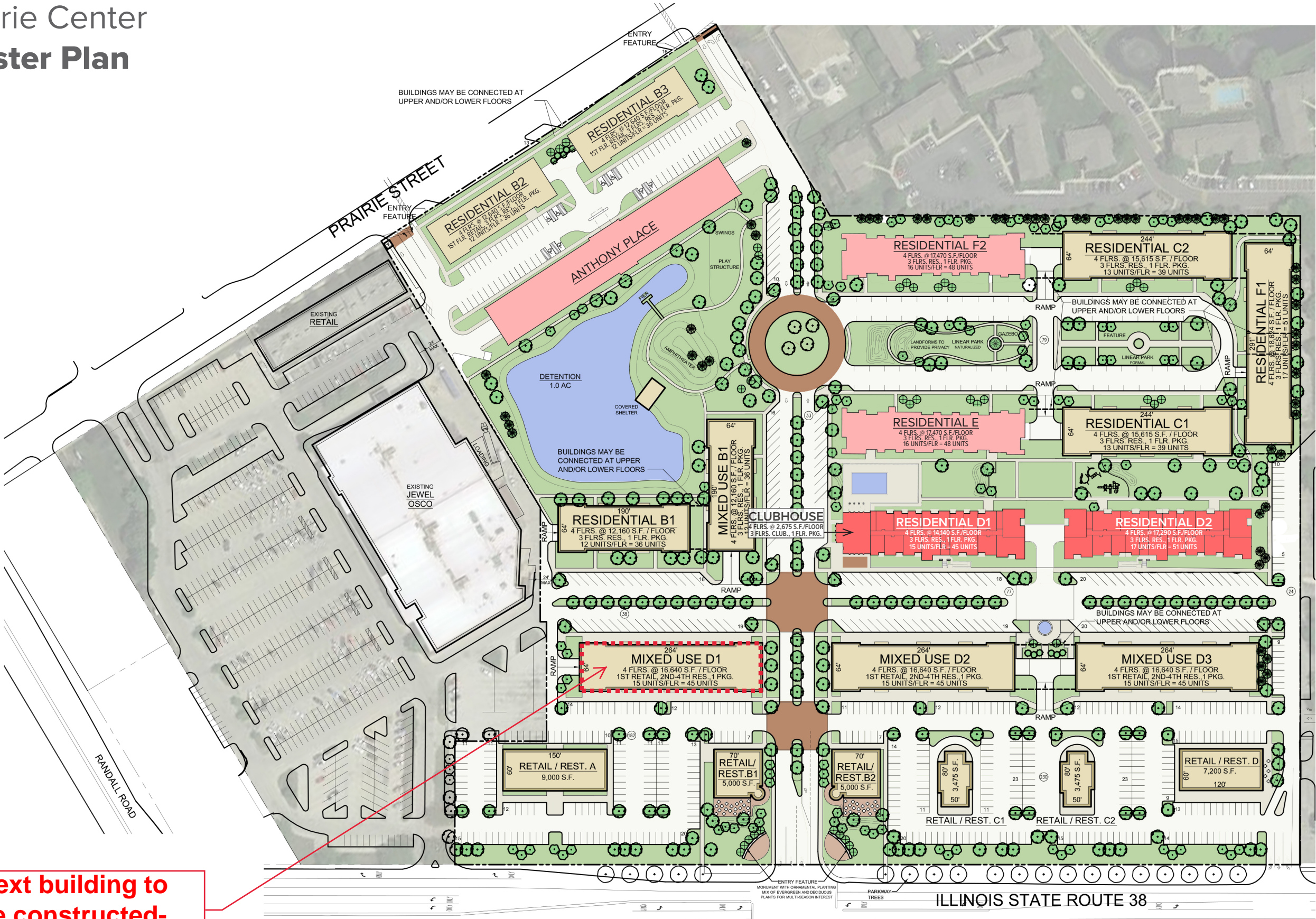


Prairie Centre – Recent Aerial Photo



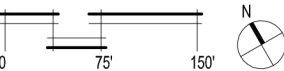
Prairie Center Master Plan

Next building to
be constructed-
Mixed Use D1



SITE PLAN

SCALE: 1"=150'



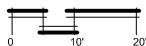
Approved Plans from 2017



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

BUILDING ELEVATIONS

SCALE: 1"=20' @ 11"x17"



SHODEEN

PRAIRIE CENTRE
St. Charles, Illinois

February 7, 2017 Project #: 16033

A-02

Proposed Plans

NORTH ELEVATION (RESIDENTIAL ENTRY)

BUILDING HEIGHTS MATCH MASTER PLAN ELEVATION



- LAP SIDING: HARDIE “SAIL CLOTH”
- STRAIGHT SHINGLE SIDING: HARDIE “MOUNTAIN SAGE”
- LIGHT TRIM & ACCENT SIDING: HARDIE “MOUNTAIN TAUPE”
- DARK TRIM: HARDIE “WOODSTOCK BROWN”
- COPING, STOREFRONT, GUTTERS & DOWNSPOUTS: STANDARD DARK BROWN





NOTE: REFER TO STRUCTURAL DRAWINGS FOR SHEAR WALL LOCATIONS AND PLYWOOD SHEATHING LOCATIONS.



- [illegible]

- [illegible]






- FIRE RATED WALL / CEILING**
- 
- 1 HOUR RATED WALL
- 
- 2 HOUR RATED WALL
- FIRE RATED EXTINGUISHER KEY**
-  106471-022
FIRE EXTINGUISHER IN STANDARD RECESSED FIRE EXTINGUISHER CABINET, FIRE-RATED TO MATCH PARTITION CONSTRUCTION
-  106471-023
FIRE EXTINGUISHER IN STANDARD SURFACE MOUNTED FIRE EXTINGUISHER CABINET
-  106471-024
FIRE EXTINGUISHER WALL MOUNTED AND CARMET

Figure 1 illustrates typical cross-sections of single and double stud concrete floor/ceiling assemblies. The figure is divided into three main sections: Single Stud (1) Later Plywood on Stud (2) Plywood on Stud, Single Stud (1) Later Plywood on Stud (2) Plywood on Stud, and Double Stud (1) Later Plywood on Stud (2) Plywood on Stud. Each section shows the stud, the face of the stud, the line of CIP (dashed), and the face of the stud. The double stud section shows two studs and two faces of the stud.

NOTE: REFER TO STRUCTURAL DRAWINGS FOR SIZE OF STUD, LOCATION AND FOR LATER PLYWOOD LOCATION.

Shodeen Group, L.L.C.
77 N 1st St
Geneva, IL 60134

ARCHITECT
SHEEHAN
NAGLE
HARTRAY
ARCHITECTS

SHEEHAN NAGLE HARTRAY ARCHITECTS
130 EAST RANDOLPH STREET, SUITE 3100
CHICAGO, IL 60601

MEP ENGINEER

WT Group

WT Group
2675 Pratum Ave
Hoffman Estates, IL 60192

STRUCTURAL ENGINEER

GRÄEF

Gratz
332 South Michigan Ave, Suite 1400
Chicago, IL 60604

ARCHITECTURAL

THESE DRAWINGS AND PLANS HAVE BEEN PREPARED
UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY
KNOWLEDGE AND BELIEF, CONFORM TO THE BUILDING
CODES AND ORDINANCES OF KANE COUNTY, IL.



2 EAST EXTERIOR ELEVATION
1:10" = 1' 0"



1 NORTH EXTERIOR ELEVATION

GENERAL NOTES

- [illegible]

[illegible]

**PRAIRIE CENTER
MIXED USE D1**

ST. CHARLES, ILLINOIS

NORTH & EAST ELEVATIONS

A210.1

SCALE: AS NOTED

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Shodeen Group, L.L.C.
77 N 1st St
Geneva, IL 60134

ARCHITECT
SHEEHAN
NAGLE
HARTRAY
ARCHITECTS

SHEEHAN NAGLE HARTRAY ARCHITECTS
130 EAST RANDOLPH STREET, SUITE 3100
CHICAGO, IL 60601

MEP ENGINEER

WT Group

WT Group
2675 Pratum Ave
Hoffman Estates, IL 60192

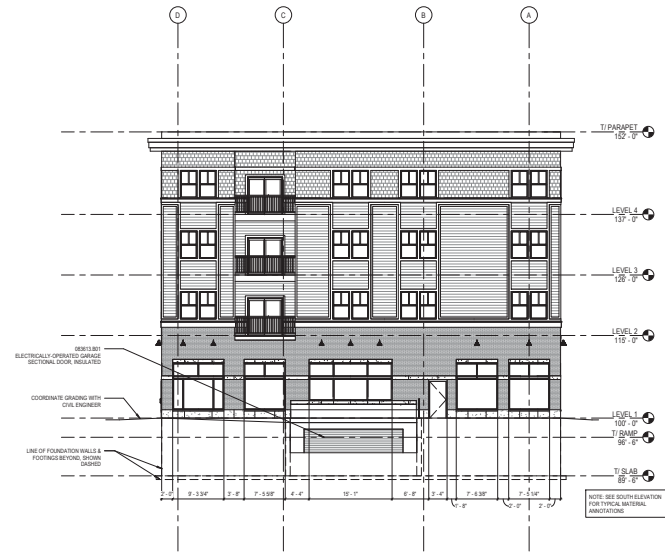
STRUCTURAL ENGINEER

GRÄEF

Gratz
332 South Michigan Ave, Suite 1400
Chicago, IL 60604

ARCHITECTURAL

THESE DRAWINGS AND PLANS HAVE BEEN PREPARED
UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY
KNOWLEDGE AND BELIEF, CONFORM TO THE BUILDING
CODES AND ORDINANCES OF KANE COUNTY, IL



2 WEST EXTERIOR ELEVATION
1/8" = 1'-0"



1 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"

GENERAL NOTES

- [illegible]

[illegible]

**PRAIRIE CENTER
MIXED USE D1**

ST. CHARLES, ILLINOIS

SOUTH & WEST ELEVATIONS

A210.2

SCALE: AS NOTED

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HC4

Refer to:	
Minutes	3-6-17
Page	

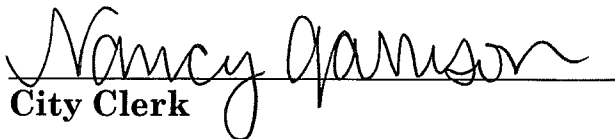
City of St. Charles, Illinois

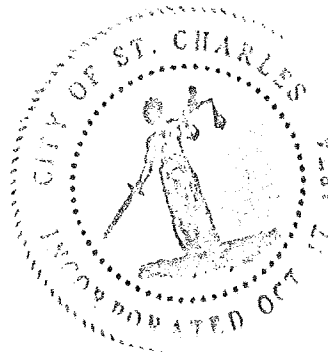
Ordinance No. 2017-Z-5

**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**


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”**.

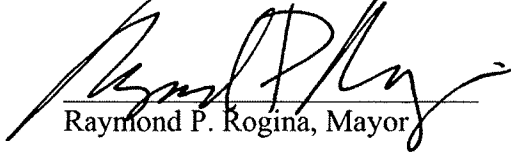
- b. Subdivision: The subject property shall be considered a single PUD zoning lot for the purpose of Zoning Ordinance compliance. The subject property may be further subdivided to create separate Resubdivided Lots for any one or more freestanding buildings constructed on the Subject Property so long 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 (20th) 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.

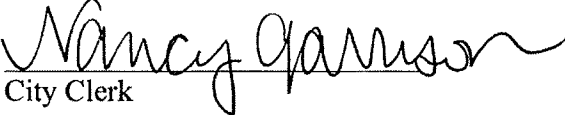
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties,
Illinois this 6th day of March, 2017.

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

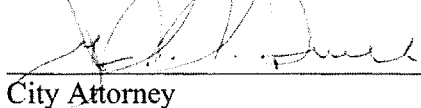
Attest:


Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes: 6
Nays: 4
Absent: 0
Abstain: 0

APPROVED AS TO FORM:


City Attorney

DATE: 3/4, 2017



**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number:** 4d**Title:**

Presentation of a Concept Plan for Anthony Place Phase 2.

Presenter:

Rachel Hitzemann

Meeting: Planning & Development Committee**Date:** September 14, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐

The subject property is comprised of 4.31-acres and is situated in the St. Charles Commercial Center, North of Bricher Rd, South of IL Rt 38 (Lincoln Hwy.) and East of Randall Rd.

Chealon Shears of GC Housing Development LLC is seeking feedback on a Concept Plan to develop a 75-unit affordable senior independent living facility. GC Housing Development LLC developed the similar Anthony Place at Prairie Centre building, which was recently completed.

Details of the proposal are as follows:

- 4 story building
- 100% units will be considered affordable
- 82 Total parking spaces provided (70 garage spaces, 12 surface spaces)
- Access from private street with connections to Bricher Rd. and Lincoln Hwy.
- Proposal includes subdividing lot into 3 parcels

The Comprehensive Plan land use designation for the property is Corridor/ Regional Commercial, with potential for Mixed Use.

Plan Commission Review

Plan Commission reviewed the Concept Plan on 9/9/2020. Comments are summarized as follows:

- General support for independent living land use and retaining BR zoning.
- Concerns were expressed about the lack of outside parking for visitors.
- Open space such as terraces or patios should be incorporated where possible.
- Provide sidewalks and crosswalks to facilitate pedestrian traffic
- Provide landscaping on the site where possible
- Questions were raised about the future use of the remaining vacant parcels and whether they would be compatible with the development

A member of the public expressed concerns over potential increased traffic on Bricher Rd.

Attachments (please list):

Staff report, Concept Plan Application, Plans, Correspondence from neighboring property owner

Recommendation/Suggested Action (briefly explain):

Provide comments on the Concept Plan. Staff is recommending the Committee provide comments on the following topics:

- Proposed land use and compatibility with surrounding uses
- Proposed building design
- Site layout and access.
- Request to apply the Inclusionary Housing Development Cost Offsets to the entire project (effectively waiving all City fees and the School and Park land-cash fees for the development)

Community & Economic Development
Community Development Division

Phone: (630) 377-4443

Fax: (630) 377-4062



Staff Report

TO: Chairman Rita Payleitner
And Members of the Planning & Development Committee

FROM: Rachel Hitzemann, Planner

RE: Anthony Place Phase 2 Concept Plan

DATE: September 11, 2020

I. APPLICATION INFORMATION:

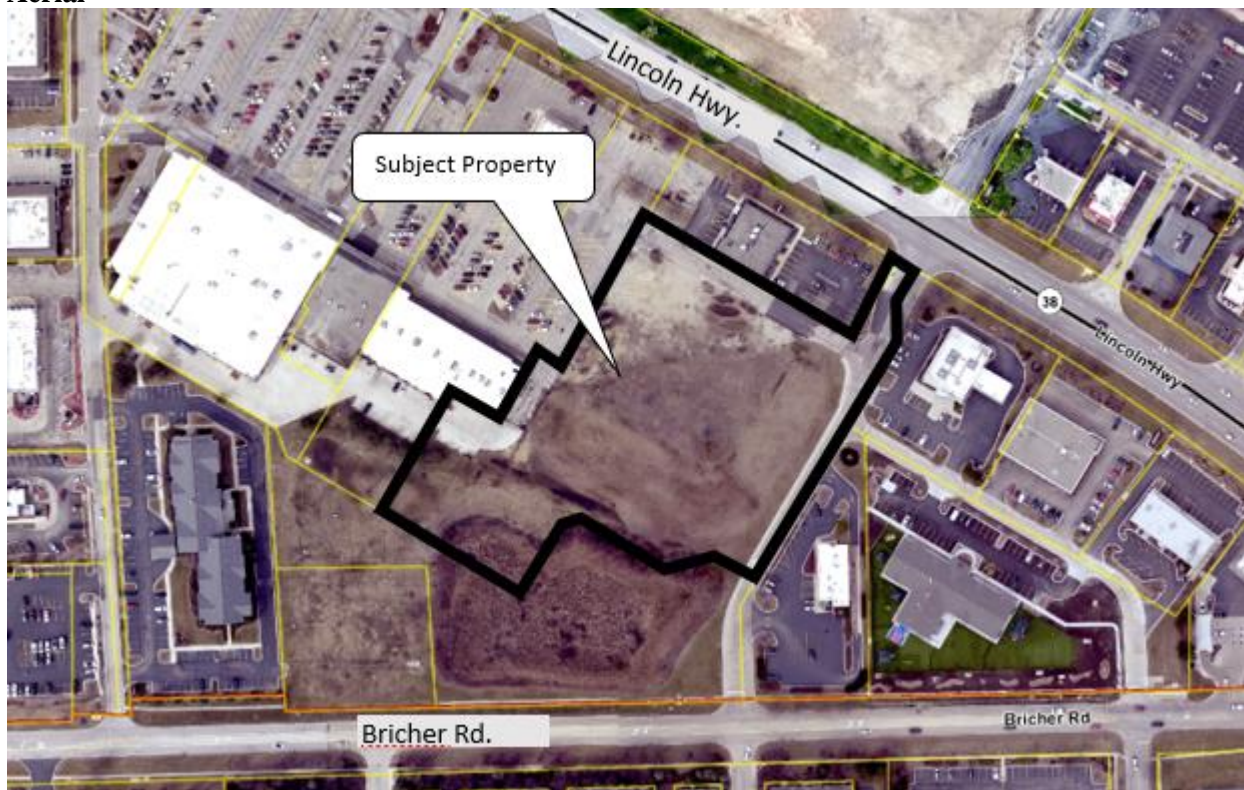
Project Name: Anthony Place Phase 2

Applicant: Chealon Shears, GC Housing Development LLC.

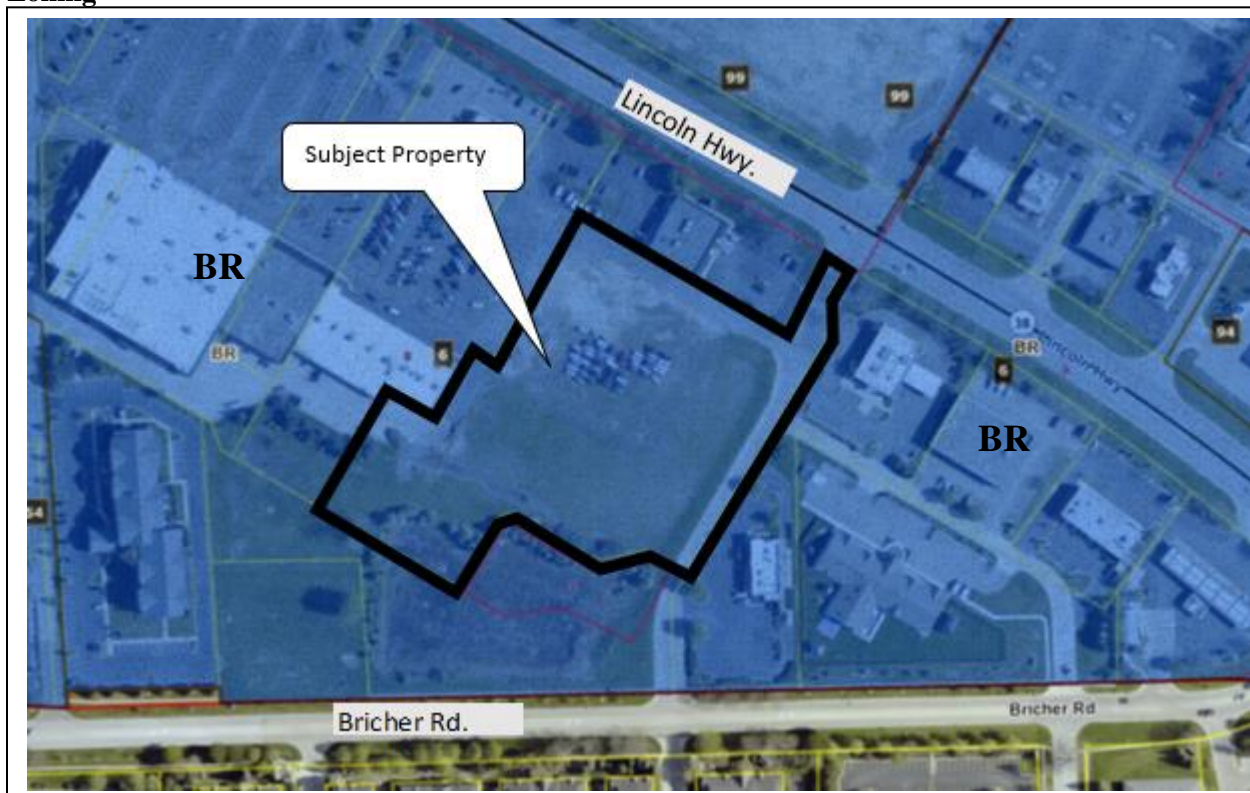
Purpose: Obtain feedback on a Concept Plan for senior multi-family residential building

General Information:		
Site Information		
Location	North of Bricher Rd., South of IL Rt. 38 and East of Randall Rd.(between Taco Bell and commercial strip mall)	
Acres	64,940 sf / 4.31 acres	
Application:	Concept Plan	
Applicable City Code Sections	Ch. 17.14 – Business and Mixed Use Districts Ch. 17.26 – Landscaping & Screening	
Existing Conditions		
Land Use	Vacant/Agriculture	
Zoning	BR- Regional Business and St. Charles Commercial Center	
Zoning Summary		
North	BR- Regional Business and St. Charles Comm. Center	Auto-parts store
East	BR- Regional Business and St. Charles Comm. Center	Fast food, Bank, school
South	BR- Regional Business and St. Charles Comm. Center	Vacant parcel, detention pond
West	BR- Regional Business and St. Charles Comm. Center	Multi-tenant commercial strip mall
Comprehensive Plan Designation		
Corridor/ Regional Commercial		

Aerial



Zoning



II. OVERVIEW

A. BACKGROUND

The 4.31-acre subject property is located between Rt.38 to the North, Bricher Rd. to the South and Randall Rd. to the East. The site is currently a vacant lot located in the St. Charles Commercial Center PUD. The property can be accessed via a private drive with access to Bricher Rd. and Rt. 38. The property is situated between a commercial strip mall and the Taco Bell.

B. PROPOSAL

Chealon Shears of GC Housing Development LLC. is seeking feedback on a Concept Plan to develop an affordable senior housing multi-family residential building.

GC Housing Development LLC developed the similar Anthony Place at Prairie Centre building, which was recently completed.

Details of the proposal are as follows:

- Subdivide the current parcel into 3 separate lots
- Proposed building project will be located on lot B
 - Lot size: 1.55 Acres
- 4 story building with 75 affordable senior residential units
- 82 proposed parking spaces that include 70 garage spaces and 12 surface spaces
- Site access provided by a private drive with access to Bricher Rd. and Rt. 38.
- Cross access to the commercial strip mall will be provided
- Potential for future connection to parcel A to the North and parcel C to the South.
- Applicant has requested that “Development Cost Offsets” under the Inclusionary Housing Ordinance be applied to all units, which would waive all City fees and all school and park land-cash fees.

C. CONCEPT PLAN REVIEW PROCESS

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

III. ANALYSIS

A. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the subject property as “Corridor/ Regional Business”.

Corridor/Regional Business land use is described as follows:

“Areas designated as corridor/regional commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, drawing on customer base that extends beyond City limits. These areas often have a mix of “big box” stores, national retailers, and a “critical mass” of multiple stores and large shared

parking areas. Areas designated for corridor/ regional commercial are located primarily in larger consolidated areas along the City's heavily traveled corridors and intersections. Commercial service uses can also have an appropriate place in corridor/regional commercial areas, but must be compatible with adjacent and nearby retail and commercial shopping areas and be located as to not occupy prime retail locations.” (pg. 39)

Chapter 4 of the Comprehensive Plan provides the following Residential and Mixed-Use land use policies relevant to the proposed development: (p. 43-44):

Locate new multi-family residential developments in appropriate locations within the City and consider the implications of concentrating units in one location or area of the City. *In addition to assisting with the community's goals to provide affordable housing in the community, multi-family housing contributes to residential density which can improve the viability of shopping areas in the community. Recognizing that this Plan is dynamic and not “set in stone”, the City should promote multi-family housing in areas identified in the Land Use and Residential Areas Plans, but consider proposals in other areas provided any significant impact on schools, traffic, and other infrastructure can be mitigated.”*

Ensure residential areas are adequately screened/ buffered from adjacent non-residential uses and activity. *The composition of the City's commercial districts along corridors that transect the City means that there are many areas where commercial uses abut residential properties and neighborhoods. The use of horizontal and vertical buffering and screening, including berms, fencing, and landscaping, should be promoted to protect neighborhoods from abutting commercial or industrial land uses. The City should identify areas where land use conflicts are problematic and explore solutions to mitigate the conflicts, including buffering and screening. Additionally, the City's landscape ordinance could be revised to require enhanced screening and an amortization schedule to ensure compliance for non-conforming properties within a set time frame.*

Potential Mixed Use

The Plan additionally identifies the area bound by Randall Road, Prairie Street, S. 14th St. and Bricher Road as “Potential Mixed Use” This area includes what is now the Prairie Centre development north of Rt. 38 and the St. Charles Commercial Center PUD, where the subject property is located.

Residential Areas Framework Plan (p.45):

*Area “G”: These two redevelopment sites [Charlestowne Mall and former St. Charles Mall site, **including the subject property**] have potential to develop with a mix of uses. The City should work with the property owners to explore mixed use development on these sites provided the development can assist in meeting other community objectives.*

Mixed Use Outside of Downtown (p.47)

The Land Use Plan identifies both the Charlestowne Mall site in the City's East Gateway and the Old St. Charles Mall site in the West Gateway as Corridor/Regional Commercial areas. However, both of these sites have potential for Mixed Use development, and similar to Downtown, each could foster a pedestrian-oriented mixed use node, with a mix of retail, restaurant, entertainment, recreation, and residential uses. This dynamic mix of uses in close proximity to major arterial streets has the potential not only to create a vibrant and inviting destination but also serve as a catalyst for needed investment in

these important areas of the City. Building orientation in the area should have a strong orientation to major streets and careful consideration should be given to its impact on adjacent residential areas. Additionally, residential uses/ development within these mixed use areas should refer to the Residential Areas Framework Plan for additional considerations and recommendations. In these areas, it is important to maintain a healthy balance of users.

Chapter 8- Sub Area Plans

The Subject Property is located within the West Gateway Subarea. Goals and Objectives (p. 94) are listed below:

Subarea Goals

The West Gateway subarea provides unique opportunities within a specific context of a corridor capable of competing with other commercial areas of the City, including Downtown. These opportunities and goals are not meant to create competition with Downtown; rather, they strive to complement each other. The overall vision for the subarea includes the following elements:

- *An economically competitive corridor that capitalizes on its unique advantages and regional position and complements downtown.*
- *Redevelopment and repositioning to include the next generation of regional development and services.*
- *An attractive environment that is distinguishable from adjacent communities and respectful of surrounding neighborhoods.*
- *A multi-use area that provides a balance in and ease of access between residential, commercial, and retail activities.*

Subarea Objectives

- *Improvement of the appearance of the Randall Road Corridor and the identity of the St. Charles community through installation of streetscaping, wayfinding, and gateway elements.*
- *Enhancement of the character of both existing and new development through on-site landscaping, attractive building design and materials, and more consistent signage regulation.*
- *Improved mobility and access throughout the corridor, including between adjacent development sites or blocks.*
- *Comprehensive bicycle, pedestrian, and transit access through infrastructure and technology improvements.*
- *Preservation of surrounding neighborhoods through the use of screening and buffering from commercial development.*
- ***Redevelopment of the St. Charles Mall site with activities and a character that complement Randall Road and maintain an appropriate relationship with adjacent neighborhoods.***
- *Creation of market-responsive development parcels that can accommodate projects of an appropriate scale and phasing over time.*
- *A transitioning land use pattern that is supportive of Bus Rapid Transit (BRT) along Randall Road.*
- *Achieve balance by promoting connections between the Downtown and the West Gateway area without competing with the Downtown.*

West Gateway Sub Area Plan Catalyst Sites (p.97)

The Subject Property is identified as Catalyst Site “I”.

The Anthony Place Phase 2 Concept Plan site area is shown in the yellow dashed box.

Three different redevelopment alternatives for Sites H, I, and J are shown on p. 98.

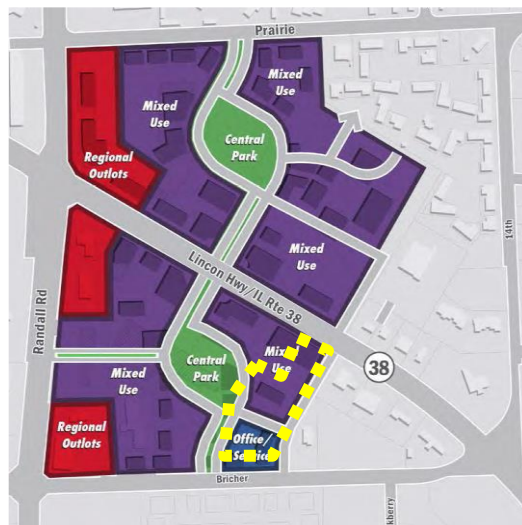


- **Site I:** The Tri-City Center is a neighborhood scaled shopping center with strong orientation to Lincoln Highway and limited visibility from Randall Road. The mall has struggled to stay competitive and is characterized by excessive vacancies. Redevelopment of the site should explore repositioning the site towards Randall Road, which averages 39,000 cars per day (Lincoln Highway averages only 17,000). Redevelopment of the site should also explore improving the site's visibility and access to Randall Road by acquiring and eliminating some of the existing outlot buildings.

St. Charles Mall (Site H, I and J) Redevelopment Alternatives (p.98)

Three different redevelopment land use plan alternatives are depicted on this page, along with a list of considerations applying to each alternative. Under the alternatives, a portion of the Anthony Place Phase 2 site is located within a multi-family area.





B. ZONING REVIEW

The subject property is zoned BR- Regional Business and is located within the St. Charles Commercial Center PUD. The applicant has proposed rezoning the property to RM-3, with deviations approved through a PUD amendment. However, staff recommends leaving the underlying BR zoning and permitting the use and bulk standards through a PUD amendment. This procedure is similar to how the Prairie Center PUD was approved. Staff recommends amending the PUD Ordinance to allow Independent Living Facilities, which are defined as;

“A multiple-family dwelling that is limited to occupancy by persons who are fifty-five (55) years of age or older or, if two (2) persons occupy a unit, at least one (1) shall be fifty-five (55) years or older. Such facilities may include offering congregate meals in a common dining area. This use may include incidental medical services for the convenience of residents, but is distinct from an Assisted Living Facility or Nursing Home, as defined herein”

The applicant is proposing the following bulk standards for the property.

	BR	RM-3	Concept Plan
Min. Lot Area	1 acre	2,200sf per unit	1,467sf per unit
Min. Lot Width	None	65 ft.	150 ft.
Max. Building Coverage	30%	40%	62%
Max. Building Height	40 ft.	45 ft/ 4 stories, whichever is less	60 ft./ 4 stories
Min. Front Yard	20 ft.	30 ft.	40 ft.
Min. Exterior Side Yard	20 ft.	30 ft.	N/A
Min. Interior Side Yard	15 ft.	25 ft.	10 ft.
Min. Rear Yard	30 ft.	30 ft.	10 ft.

C. LANDSCAPING

The concept plan shows some site landscaping, but a full landscape plan will be required for the site at the time of PUD Preliminary Plan approval. The plan will require foundation and parking lot landscaping outlined in Chapter 17.26 of the City Code.

D. BUILDING ARCHITECTURE

The applicant has submitted an elevation drawing for the building. It appears that the proposed elevations would meet design review standards. However, side and rear elevations will need to be submitted at the time of PUD Preliminary Plan approval to ensure compliance with City Code.

E. SITE ACCESS/STREET IMPROVEMENTS

Access to the site is provided by a private road with connections to Bricher Rd and Rt. 38. There are also additional access points to connect to the Commercial Strip mall to the West. The plan also provides an opportunity to connect to any future development projects to the North.

The Fire Department requires that the drive on the Northwest side of the building be extended past the parking garage entrance with a Hammerhead (T) configuration to allow access to a fire hydrant and ladder truck access to the Southwest side of the building.

F. ENGINEERING REVIEW

Engineering comments on the Concept Plan have been provided to the developer. Items raised will need to be addressed in the PUD Preliminary Plan submittal, should the development move forward. Stormwater detention volume is available but will need to be verified at the time of Preliminary Engineering review.

A study of Sanitary Sewer Capacity to serve the project has been submitted and is under review.

G. PARKING REQUIREMENTS

Independent living facilities require .5 parking spaces per dwelling unit. The proposal includes 75 units. According to the Zoning Code, this development is only required to have 37.5 spaces. The applicant is proposing to include 70 garage parking spaces and 12 surface spaces for a total of 82 parking spaces, which exceeds the Code Requirement.

In comparison, “regular” multi-family developments require more parking spaces per unit, based on the unit size. The Zoning Code requires 1-bedroom dwelling units to provide 1.2 spaces per unit and 2-bedroom dwelling units to provide 1.7 spaces per unit. Under this Code requirement, the development would be required to have 98 off-street parking spaces, based on their proposal to include 57 1-bedroom units and 18 two-bedroom units.

H. INCLUSIONARY HOUSING

This development will be comprised of 100% affordable units, so an inclusionary housing fee is not required.

I. SCHOOL AND PARK FEE-IN-LIEU CONTRIBUTIONS

The Inclusionary Housing Ordinance (Title 19 of the City Code), Section 19.02.090, “Development Cost Offsets”, allows the City to waive the School and Park fees relative to the **required** affordable units constructed within the development. For this development, 8 affordable units are required. However, the applicant has submitted a letter asking the City to consider applying the Development Cost Offsets to the entire project due to the entire development (75 Units) being 100% affordable. This would effectively waive the school and park land cash contribution requirements.

The Planning & Development Committee should provide feedback on whether to apply the Development Cost Offsets to the entire project. This request may require an amendment to Title 19 of the City Code and/or approval through the PUD application.

The applicant’s request letter has been provided to the School and Park districts for feedback. At this time, no formal comments have been received. The Park District would first like to understand the City’s position on the request. Since the project is age-restricted, the School District may have less of a concern with the waiving land-cash contribution for the project.

IV. **FUTURE APPROVAL PROCESS**

If the applicant chooses to move forward with the proposed development at the conclusion of the Concept Plan process, the following zoning/subdivision approvals would be necessary:

1. Special Use for PUD: To amend the PUD ordinance with unique zoning use and standards to accommodate the proposal.
2. PUD Preliminary Plan: To approve the physical development of the property, including site, engineering, and landscape plans.
3. Preliminary/Final Plat of Subdivision: To plat and divide the property.

V. **PLAN COMMISSION REVIEW**

Plan Commission reviewed the Concept Plan on 9/9/20. Comments are summarized as follows:

- General support for independent living land use.
- Concerns were expressed about the lack of outside parking for visitors.
- Open space such as terraces or patios should be incorporated where possible.
- Provide sidewalks and crosswalks to facilitate pedestrian traffic
- Provide landscaping on the site where possible
- Questions about the future use of the remaining vacant parcels and whether they would be compatible with the development.

A member of the public expressed concerns over potential increased traffic on Bricher Rd.

VI. SUGGESTED ACTION

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

- ✓ Proposed land use and compatibility with surrounding development
- ✓ Proposed Building Design
- ✓ Site layout and access to adjacent properties
- ✓ Applying the Inclusionary Housing Development Cost Offsets to the entire project (effectively waiving all City fees and the School and Park land-cash fees for the development)

VI. ATTACHMENTS

- Concept Plan Application; received 8/03/20
- Plans

CITY OF ST. CHARLES

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



COMMUNITY DEVELOPMENT DIVISION

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

CONCEPT PLAN APPLICATION

CITYVIEW

Project Name: Anthony Place Phase 2
Project Number: 2020 -PR- 011
Cityview Project Number: PLCP202000039



To request review of a Concept Plan for a property, complete this application and submit it with all required attachments to the Planning Division.

When the application is complete and has been reviewed by City staff, we will schedule a Plan Commission review, as well as a review by the Planning and Development Committee of the City Council. While these are not formal public hearings, property owners within 250 ft. of the property are invited to attend and offer comments.

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

1. Property Information:	Location: Parcel located in the St. Charles Commercial Center North of Bricher Road, South of IL Rt 38 and East of Randall Road, St. Charles, Illinois.	
	Parcel Number (s): 09-33-351-025	
	Proposed Project Name: Anthony Place St. Charles Phase 2 Senior Apartments	
2. Applicant Information:	Name GC Housing Development LLC	Phone (847) 858-0530
	Address 343 Wainwright Drive, Suite B Northbrook, IL 60062	Fax (847) 291-1691
		Email cshears@gchdev.com
3. Record Owner Information:	Name The Shodeen Family Property Company, L.L.C.	Phone (630) 444-8252
	Address 77 N. First Street Geneva, IL 60134	Fax (630) 232-4520
		Email Dave@shodeen.com

Please check the type of application:

- ☒ **PUD Concept Plan:** Proposed Name: Anthony Place St, Charles Phase II Senior Apartment
- ☐ **Subdivision Concept Plan** Proposed Name: _____
- ☐ **Other Concept Plan** _____

Zoning and Use Information:

Current zoning of the property: BR -Regional Business

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

Current use of the property: Vacant

Proposed zoning of the property: PUD Amendment to Allow Higher than RM-3 Use PUD? Yes

Proposed use of the property: Multi-Unit Residential - 75 Units

Comprehensive Plan Designation: _____

Attachment Checklist

☒ **REIMBURSEMENT OF FEES AGREEMENT:** To Be Provided Under Separate Cover

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:** To Be Provided Under Separate Cover

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

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

☒ **PROOF OF OWNERSHIP and DISCLOSURE:**

- a) a current title policy report; or
b) a deed and a current title search. See the attached Deed

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

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that

you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.

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

☒ **PLAT OF SURVEY:**

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

☒ **AERIAL PHOTOGRAPH:**

Aerial photograph of the site and surrounding property at a scale of not less than 1"=400', preferably at the same scale as the concept plan.

☒ **PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. 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. A pdf document file or files of all plans shall be required with each submittal. The number of paper plans required shall be as determined by the Director of Community Development, based upon the number of copies needed for review.

Copies of Plans:

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

Concept Plans shall show:

1. Existing Features:

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

2. Proposed Features:

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

☒ **SUMMARY OF DEVELOPMENT:**

Written information including:

- List of the proposed types and quantities of land use, number and types of residential units, building coverage, floor area for nonresidential uses and height of proposed buildings, in feet and number of stories.
- Statement of the planning objectives to be achieved and public purposes to be served by the development, including the rationale behind the assumptions and choices of the applicant
- List of anticipated exceptions or departures from zoning and subdivision requirements, if any

☒ **PARK AND SCHOOL LAND/CASH WORKSHEETS**

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

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

☒ **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.

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.

W. A. Felt AGENT 7-30-20
Record Owner Date

Jeffrey D. Crane Jeffrey D. Crane, Manager 7-29-2020
Applicant or Authorized Agent GC Housing Development LLC Date

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

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Jeffrey D. Crane, being first duly sworn on oath depose and say that I am
Manager of GC Housing Development LLC, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

<u>Ralph Grande</u>	_____
JEFFREY D. CRANE	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: Jeffrey D. Crane, Manager 

Subscribed and Sworn before me this 30th day of
July, 20 20.


Notary Public



Summary of Development

Anthony Place St. Charles Phase 2 Senior Apartments will be a four story affordable, independent senior residential development, approximately sixty (60) feet in height to the roof peak, in which the proposed site is approximately 67,518 square feet and the residential building will be about 110,044 square feet in size.

The purpose of this proposed development is to provide quality, affordable rental community to seniors, ages 55 and older, who have household incomes at or below 80% of the Area Median Income. A need for this type of affordable community has been demonstrated by the active lease-up activity and robust waiting list, to date, at Anthony Place at Prairie Centre, located at 1905 Althea Lane in St. Charles. This proposed development would be a second phase of similar housing to accommodate those on the waiting list and the demand within the community area.

The current zoning of the proposed site will not allow for a multi-unit residential use of this size and nature. This application will serve as part of an overall process to request an amendment to the existing PUD to allow such a use.

Inclusionary Housing Requirements

Title 19 – Inclusionary Housing Ordinance Compliance

Anthony Place St. Charles Phase 2 Senior Apartments will be a Seventy-Five (75) unit affordable, independent senior residential community. This proposed project complies with Title 19 – Inclusionary Housing Ordinance by including 100% affordable rental units in which the rents for a majority of the units will be at or below 60% of the Area Median Income, adjusted for household size, aligning with the current Qualified Allocation Plan guidelines issued by the Illinois Housing Development Authority. Providing 75 affordable units exceeds the eight (8) Inclusionary Housing Plan calculation listed in this application.

As previously stated, Anthony Place St. Charles Phase 2 Senior Apartments will consist of approximately Seventy-Five (75) affordable independent senior rental units, in which the proposed unit mix will include approximately Fifty-Seven (57) One Bedroom Units and Eighteen (18) Two Bedroom Units. The proposed rents, based on current available data from 2020 Low Income Housing Tax Credit Rent Limits, will be approximately \$850 for a one bedroom unit and \$1,010 for a two bedroom unit. (NOTE: These rents are preliminary estimates and are subject to change upon ongoing project underwriting to ensure the proposed project will be financial feasible to develop and operate.)

Proposed Construction Schedule

The projected construction schedule for this development is as follows:

Issuance of Building Permit	Early May 2021
Project Financial Closing	May 2021
Construction Start	May 2021
Issuance of Temporary Certificate of Occupancy	Late May 2022
Issuance of Final Certificate of Occupancy	June 2022

Unit Location; Exterior Appearance, Materials, and Finishes

The proposed project is in the preliminary conceptual stages of design and physical layout. It is the intention that the 57 one bedrooms and 18 two bedrooms, all affordable units, will be evenly and equitably distributed among all unit floors in the building. Schematic plans and related documentation that identify the location of the one and two bedrooms will be provided under a separate cover once available.

The proposed project will be a four story building consisting of precast concrete and wood frame wall and prefabricated wood truss floor construction, with reinforced concrete foundation walls and footings. The exterior construction materials will consist of fiber siding and panels and masonry veneer, and a sloped fiberglass shingle roof. The exterior doors and windows will be Energy Star rated components. (NOTE: The proposed construction type and materials are subject to change as the architectural design and building construction components are finalized.)

RESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: Anthony Place St. Charles Phase 2 Senior Apartments

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District:	Ordinance #: 1982-Z-6	
Minimum Lot Area			1.55 ACRES
Minimum Lot Width			150'
Maximum Building Coverage			68%
Maximum Building Height			4 STORIES /
Minimum Front Yard			40'
Interior Side Yard			NA - CORNER
Exterior Side Yard			NA - CORNER
Minimum Rear Yard			10'
Landscape Buffer Yards ¹			NA
% Overall Landscape Area			32%
Building Foundation Landscaping			8'
Public Street Frontage Landscaping			20'
Parking Lot Landscaping			10'
# of Parking Spaces			82 SPACES

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

PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development Anthony Place St. Charles Phase 2 Senior Apartments
 Date Submitted: 7-29-2020
 Prepared by: Chealon Shears



Total Dwelling Units: 75

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

Total Dwelling Units w/ Deduction: 75

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

Estimated Population Yield:

Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
Detached Single Family			
➤ 3 Bedroom		DU x 2.899	=
➤ 4 Bedroom		DU x 3.764	=
➤ 5 Bedroom		DU x 3.770	=
Attached Single Family			
➤ 1 Bedroom		DU x 1.193	=
➤ 2 Bedroom		DU x 1.990	=
➤ 3 Bedroom		DU x 2.392	=
➤ 4 Bedroom		DU x 3.145	=
Apartments			
➤ Efficiency		DU x 1.294	=
➤ 1 Bedroom	57	DU x 1.758	= 100 (Rounded from 100.2)
➤ 2 Bedroom	18	DU x 1.914	= 34 (Rounded from 34.4)
➤ 3 Bedroom		DU x 3.053	=

Totals 75
 Total Dwelling Units
 (with deduction, if applicable)

***134 (Note: This proposed project will target a 100% senior population age 55 years and older. There will not a be student population present that may contribute to Estimated Populations counts being as high as the listed 100 and 34 for 1 BD and 2 BD, respectively.)**

Park Site Requirements:

Estimated Total Population *134 x .010 Acres per capita = *13.4 Acres

Cash in lieu of requirements:

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

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development Anthony Place St. Charles Phase 2 Senior Apartments
 Date Submitted: 7-29-2020
 Prepared by: Chealon Shears



Total Dwelling Units: *75 - This is will be a 100% senior residential development limited to residents 55 years and older in required age to occupy the property.
 A credit for existing residential lots within the proposed subdivision shall be granted. Deduct one (1) unit per existing lot.

Total Dwelling Units w/ Deduction: 75

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

Estimated Student Yield by Grades:

Estimated Student Yield by Grades:							
Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)		Middle (Grades 6 to 8)		High (Grades 9 to 12)	
Detached Single Family							
➤ 3 Bedroom		DU x .369	=	DU x .173	=	DU x .184	=
➤ 4 Bedroom		DU x .530	=	DU x .298	=	DU x .360	=
➤ 5 Bedroom		DU x .345	=	DU x .248	=	DU x .300	=
Attached Single Family							
➤ 1 Bedroom		DU x .000	=	DU x .000	=	DU x .000	=
➤ 2 Bedroom		DU x .088	=	DU x .048	=	DU x .038	=
➤ 3 Bedroom		DU x .234	=	DU x .058	=	DU x .059	=
➤ 4 Bedroom		DU x .322	=	DU x .154	=	DU x .173	=
Apartments							
➤ Efficiency		DU x .000	=	DU x .000	=	DU x .000	=
➤ 1 Bedroom	57	DU x .002	= *N/A	DU x .001	= *N/A	DU x .001	= *N/A
➤ 2 Bedroom	18	DU x .086	= *N/A	DU x .042	= *N/A	DU x .046	= *N/A
➤ 3 Bedroom		DU x .234	=	DU x .123	=	DU x .118	=

Totals 75 TDU *0 TE *0 TM *0 TH
 (with deduction, if applicable)

School Site Requirements:

Type	# of students	Acres per student	Site Acres
Elementary (TE)	*0	x .025	= *0
Middle (TM)	*0	x .0389	= *0
High (TH)	*0	x .072	= *0

Total Site Acres *0 - See Note Above

Cash in lieu of requirements:

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

INCLUSIONARY HOUSING WORKSHEET



Name of Development Antony Place St. Charles Phase 2 Senior Apartments
 Date Submitted: 7/29/2020
 Prepared by: Chealon Shears

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

Calculate the number of affordable units required:

Unit Count Range	# of Units Proposed in Development		% of Affordable Units Required		# of Affordable Units Required
1 to 15 Units		X	5%	=	
More than 15 Units	75	X	10%	=	8 (rounded from 7.5)

How will the Inclusionary Housing requirement be met?

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

Fee In-Lieu Payment Calculation

# of Affordable Units Required	# of Affordable Units Proposed to Pay the Fee-In-Lieu		Fee-In-Lieu Amount Per Unit		Total Fee-In-Lieu Amount
		X	\$39,665.75	=	



GC HOUSING DEVELOPMENT LLC

343 Wainwright Drive, Suite B • Northbrook, IL 60062

P: (847) 291-3400 E: info@gchdev.com

WWW.GCHDEV.COM

July 31, 2020

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

Dear Ellen,

Thank you for providing additional information regarding the permit fees, connection fees and school and park cash contribution waivers for required affordable units as it relates to Section 19.02.00 of the Inclusionary Housing Ordinance.

Given the current terms as stated in this Section of the Ordinance, we are submitting the following request: 1) A deviation from the Planned Unit Development application, and 2) Waiver of (a) all building permit fees, demolition fees, plan review fees per Title 15 of the St. Charles Municipal Code, (b) sewer and water connection fees Per Title 13 of the Code, and (c) cash contributions in lieu of park and school land dedications per Title 16 of the Code, as we undergo this application process.

Anthony Place St. Charles Phase 2 Senior Apartments will be a 100% affordable development that is in compliance with the "Income Averaging" occupancy set-aside option recently established by Congress and implemented by the Illinois Housing Development Authority. This set-aside option allows for a project to include households that are at or below 80% of the Area Median Income (AMI) as long as these two requirements are met: 1) at least 40% of the total units in a project are rent and income restricted, and 2) the average income limit across all of the Low Income Housing Tax Credit units is at or below 60% AMI.

Understanding that the Code's current definition of affordability states that the AMI is at or below 60%, our use of the Income Averaging set-aside option will still meet the Code's definition because the average AMI across of the units will be at or below 60% AMI as an IHDA requirement. Utilizing this set-aside option will allow the development to include a wider range of lower income households with the inclusion of 80% households that can will be contribute to long term operating sustainability through higher rents that offset the cost of operating lower income units.

We hope that the City will take our implementation of Income Averaging to achieve 60% AMI average across all units under consideration in granting waivers for all 75 units. We also hope the City will note and take into consideration that Anthony Place at Prairie Centre was granted a

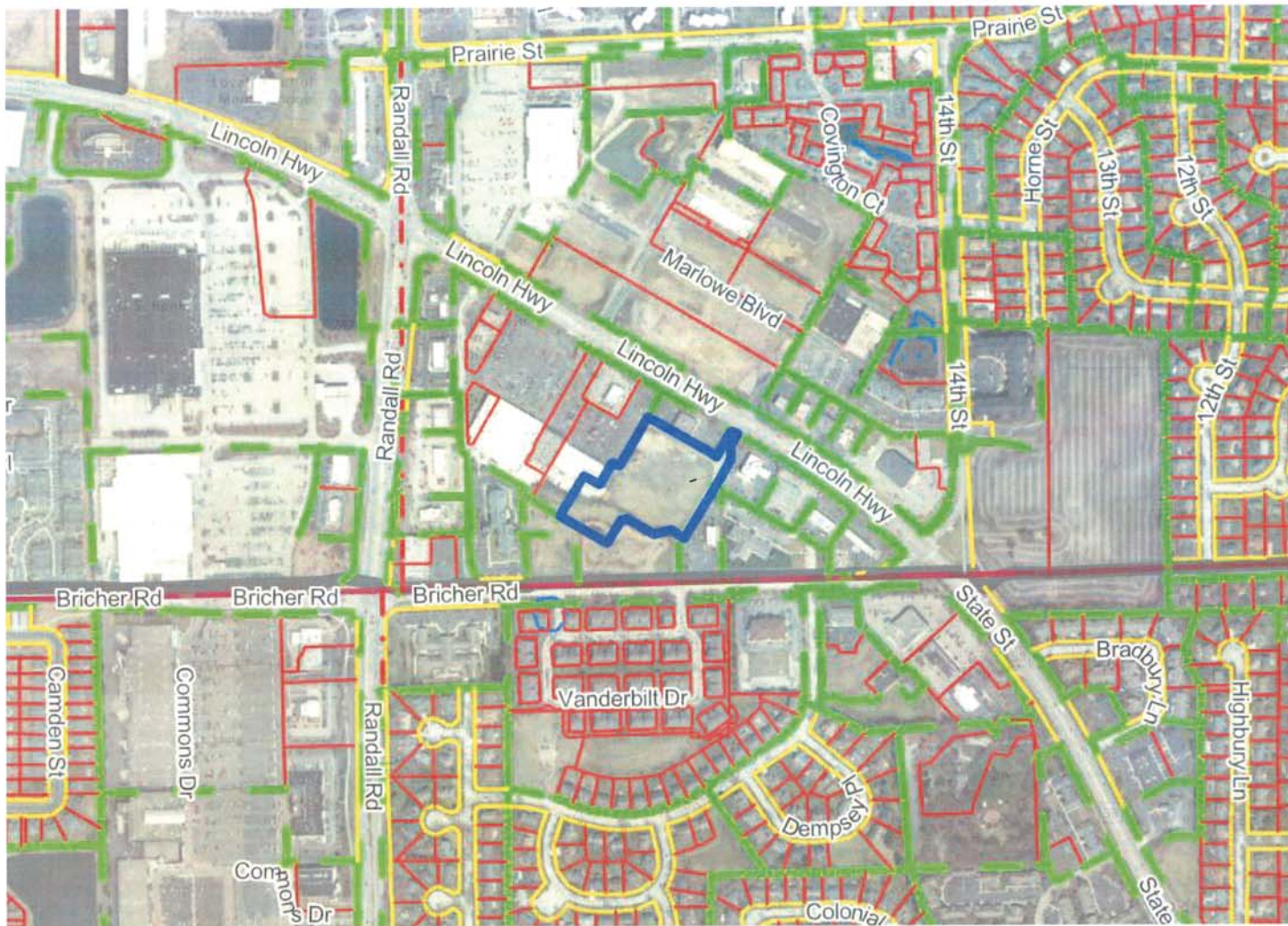
waiver of all fees for 100% units despite only being required for 61 of the 75 units to be affordable. We look forward to hearing you regarding next steps. Please let us know if there any questions and/or additional information is needed.

Thank you,

A handwritten signature in black ink that reads "Jeffrey D. Crane". The signature is fluid and cursive, with the first name being the most prominent.

Jeffrey D. Crane, Manager
GC Housing Development LLC

Cc: Dave Patzelt



SITE LOCATION



AERIAL MAP

1" = 200' 0"



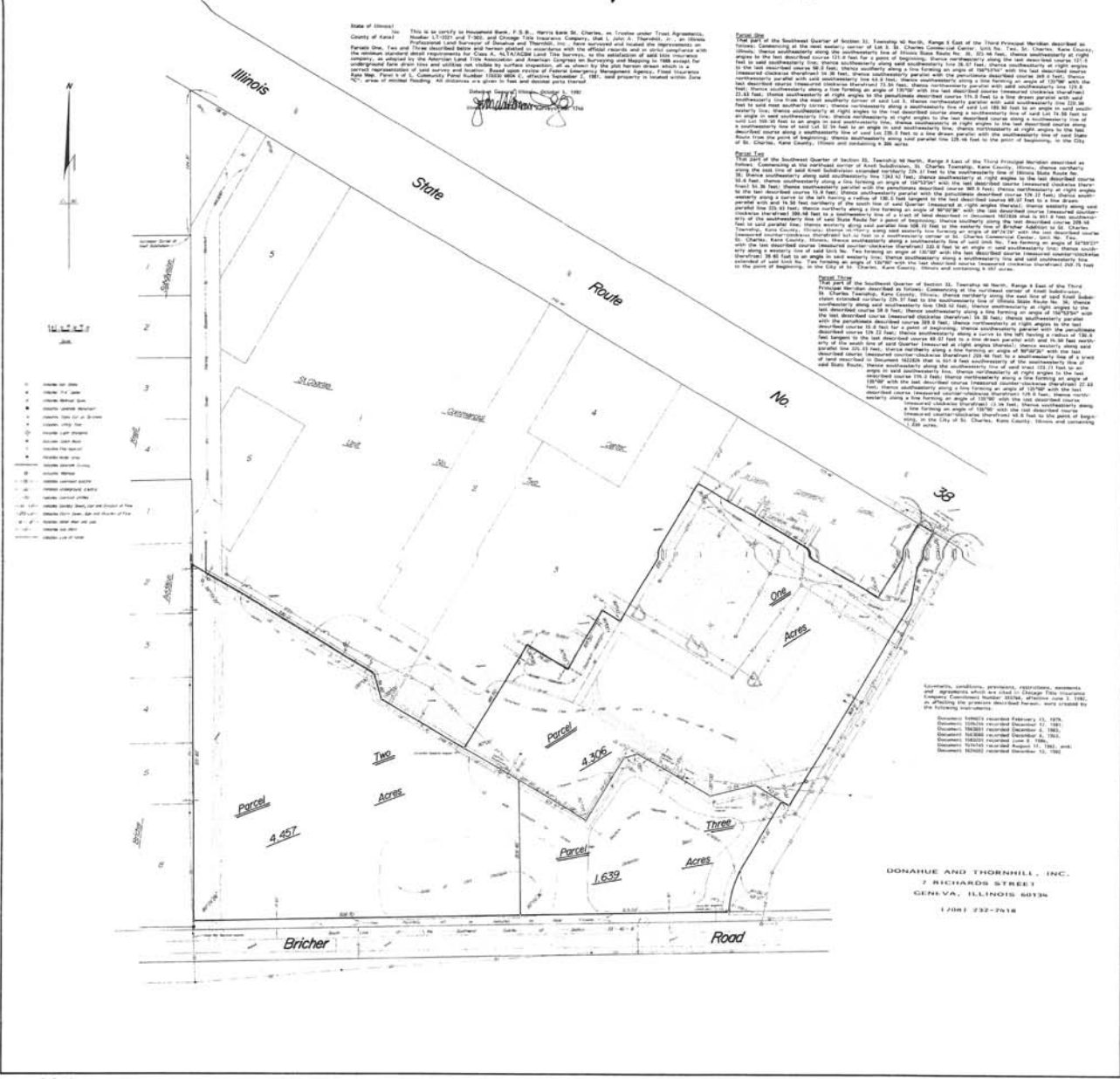


SITE INFORMATION

PARCEL NUMBER	0420-001-025
SITE AREA	2.59 ACRES (CURRENT)
PROPOSED LOT A	1.10 ACRES
PROPOSED LOT B	1.15 ACRES
PROPOSED LOT C	0.34 ACRES
USE	CURRENT: SR. RESIDENTIAL BUSINESS
LOT COVERAGE	85% (BUILDING AND PARKING)
FRONT SETBACK	10'
REAR SETBACK	10'
SIDE SETBACK	10'
BUILDING HEIGHT	4 STORIES
PARKING	REQUIRED: INDEPENDENT LIVING - 0.5 PER UNIT 30 SPACES PROPOSED: 10 GARAGE SPACES 10 SURFACE SPACES 20 SPACES TOTAL



**Plot of ALTA/ACSM Land Title Survey of
Part of the Southwest Quarter of Section 33-40-8
St. Charles Kane County Illinois**



DONAHUE AND THORNHILL, INC.
7 RICHARDS STREET
GENEVA, ILLINOIS 60134
1-708-232-7518

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number: 4e****Title:**

Plan Commission recommendation to approve a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for Munhall Glen.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee**Date:** September 14, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐**Executive Summary** (*if not budgeted please explain*):

The subject property is comprised of five parcels totaling 15 acres west of S. Tyler Rd. at Munhall Ave. The property contains one single-family home with the remainder in agriculture.

Court Airhart of Airhart Construction Corp. has filed zoning applications requesting approval of a single-family subdivision on the subject property. The plan is similar to a Concept Plan reviewed by the City in June of this year. Proposed is the following:

- Rezoning to the RS-4 District (6,600 sf minimum lot size).
- 50 single-family home lots with varying lot sizes and widths accommodating a variety of single- and two-story home models.
- Access from Munhall Ave. with emergency-only connection to South Ave.
- Internal looped public street configuration with sidewalks.
- Two stormwater detention areas with adjacent “pocket parks”.

The applicant is requesting PUD approval to allow for deviations from certain bulk standards of the RS-4 District. A PUD Preliminary Plan for the development has been provided which includes preliminary engineering, landscape plan, and plat of subdivision.

Plan Commission Recommendation

Plan Commission held a public hearing on Sept. 9, 2020. No members of the public spoke during the hearing. Much of the discussion centered around the proposed emergency-only connection to South Ave. Commissioners also expressed interest in preservation of existing trees along Munhall Ave., if possible.

Plan Commission voted 9-0 to recommend approval, subject to the following:

1. The South Ave. connection shall be a full public access.
2. Resolution of all staff comments prior to City Council action.

Impact Fees Request

During Concept Plan review, the applicant requested the School and Park land-cash fees be reduced based on the anticipated age of Munhall Glen residents. P&D Committee and the School and Park Districts did not express support for lowering the fees for the project. The applicant has submitted a letter dated 9/11/20 requesting that the land-cash fees and the Inclusionary Housing fee be paid on a per-unit basis. City Code requires these fees to be paid in full prior to issuance of the first building permit for each phase (this project will be developed in a single phase). A deviation from this requirement could be included in the PUD approval if the Committee is agreeable. An alternative could be to require the fees to be paid for groups of units as opposed to on an individual basis; this may be simpler from an administrative standpoint. In 2011, the City approved a similar request for the Regency Estates PUD; in that case, the School fees were due prior to issuance of a certificate of occupancy for each house.

Continued on next page

Attachments *(please list):*

Plan Commission Resolution, Staff Report, Fee Request Letter, Emails from Residents, Applications, Plans, Traffic Study/Review Memo

Recommendation/Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for Munhall Glen, with the following conditions addressed:

1. Applicant shall revise engineering plans per the staff review comments prior to City Council action.
2. Whether the connection to South Ave. shall be a full public access or for emergency vehicles only.
3. Response to the request for School, Park and Inclusionary Housing fees to be paid on a per-unit basis.

City of St. Charles, Illinois
Plan Commission Resolution No. 17-2020

**A Resolution Recommending Approval of a Map Amendment, Special Use for
Planned Unit Development and PUD Preliminary Plan for Munhall Glen
(Court Airhart, Airhart Construction Corp.)**

Passed by Plan Commission on September 9, 2020

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

WHEREAS, the Plan Commission held a public hearing and reviewed the petitions for Map Amendment, Special Use for PUD and PUD Preliminary Plan for Munhall Glen (Court Airhart, Airhart Construction Corp.); and,

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

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

The property is currently zoned a mix of RS-4 and M-2. The property to the south is zoned RS-4 and so this property melds well to the existing residential. The property to the east is zoned M-2 and used as office space. The buildings have a residential feel and will work well with this property. The properties to the north and west are M-2 and St. Charles owned properties. The zoning change to this property will be a positive for this area and act well as a transition between the residential to the south and more commercial uses to the north.

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

The highest and best use of this property is residential under the RS-4 classification with a PUD. This property will fill a niche of unmet need of first floor master bedroom housing and is a much better use than the current M-2 zoning. The M-2 zoning in this location is unneeded due to the properties to the east of this property toward the DuPage Airport and the Route 64 corridor. The fact that this property has not been developed under M-2 and left as a field while every property around it has been developed is a testament to that fact. This property has been underperforming on the tax rolls as farm land and one residential property. The change in zoning will be a great benefit to the tax rolls and improve its value to the City of St. Charles.

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.

This is not applicable. The current zoning has no benefit to the health, safety, morals or general welfare of the public. In fact, the change in zoning will be a great benefit of the health, safety, morals and general welfare of the public by meeting housing needs and creating a much more orderly procession of development.

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

The property is not suitable for the purpose for which it is presently zoned. The traffic patterns into the residential area make commercial traffic an issue as well as the location being into a residential neighborhood. The fact that it has sat for so long underutilized while every property around it many, many years ago had been developed is testament to the fact that the value of the property is not M-2. There are many much better options to the east for commercial usages and the best use of this property is rezoning to RS-4 under a PUD.

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 property is the last property in this area for development. It has been many years since all the properties around it have been developed and this property has sat underutilized. Due to the inadequacies for development as M-2 is the reason it has been left behind as other properties have been developed. The change in zoning to RS-4 PUD residential usage makes much more sense in this area.

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

The rezoning of the property to RS-4 PUD will meet a substantial need of single level and first floor master bedroom homes in St. Charles. The demographics show that this is a substantial void in the market. The change in zoning allowing housing to be built on this property will allow those individuals who need first floor master bedrooms in St. Charles to stay in St. Charles rather than moving away from their community. It will create a better mix of housing in St. Charles meeting the needs of more residents and creating a greater mix of housing in the community.

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

The change in zoning to RS-4 PUD conforms to the purposes and intent of the Comprehensive Plan by promoting development within the current boundaries of the City. It focuses development on an underutilized property thereby enhancing the tax base, utilizing surrounding infrastructure instead of needlessly extending infrastructure past undeveloped properties. It provides housing close to shopping districts and the downtown

areas as well as promoting development in an area with significant road and transportation corridors promoting orderly and efficient development.

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

Not applicable.

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

The rezoning of this property will not create any nonconformities.

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

The trend in development for M-2 is to be in better transportation corridors specializing in ease of commercial traffic flow for large trucks. This property does not meet that need. The need is for residential in this area and this change in zoning will allow housing for those looking for single level living or first floor master bedrooms. Changing to RS-4 PUD allows for housing and will be a much better use for the property.

WHEREAS, in accordance with Section 17.04.410.D, the Plan Commission finds said petitions to be in the public interest of the City of St. Charles based upon the following criteria for Planned Unit Developments:

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**

The proposed PUD promotes a creative solution to an unmet growing housing need of single story and first floor master bedroom housing. This housing will allow for long-time community residents, business people and leaders in St. Charles to remain in St. Charles as their housing needs change. The PUD zoning promotes creative housing and provides attractive streetscapes that incentivizes porches and pedestrian friendly neighborhoods. It promotes social interaction by providing sidewalks, paths, neighbourhood connection areas as well as connection to a potential linear park to the north of the property. The PUD provides a harmonious usage of the property by changing a potential heavy commercial use of the property to residential use more in scale with the residential use to the south and the less intense commercial use to the east. The development of this property will promote higher levels of landscaping and higher quality trees than currently exist on the property as uncontrolled Buckthorn, Honeysuckle, Mulberry, Box Elder, etc. and other invasive landscaping is allowed to multiply. The installation of detention areas with natural landscaping will enhance water quality and native plants. Munhall Glen will be a benefit to future residents, the surrounding neighbors, local businesses and the City of St. Charles.

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.

The proposed RS-4 PUD and PUD Preliminary Plans provide a significantly more harmonious usage of the property than the current more intrusive usage and negative impact on the surrounding properties of the existing M-2 (industrial) zoning classification currently in place. By allowing for the PUD the property will be able to meet a significant housing need in the community of single level and first floor master bedroom housing. This housing would not be allowed in the M-2 zoning classification. By changing the zoning and allowing the PUD, storm water facilities, open space, and sidewalks and paths will allow for residents to enjoy the open space and property as well as provide for a pedestrian connection to the potential linear park to the north. The planned landscaping will be a significant improvement to the invasive species currently on the property and the trees planted as part of the development will be a significant improvement. Due to the size and shape of the property by downzoning the property to an RS-4 PUD it allows for implementation of a variety of lot sizes which provides for varied architecture, improved rear yard setbacks and a unique streetscape that incentivizes porches and neighbour interaction than the current M-2 zoning classification allows. The development will provide stormwater facilities with native species enhancing the water quality where currently no storm water facilities exist. The RS-4 PUD will enhance the opportunity for single level living while not infringing on the size of the homes for the those requiring

single level living. The PUD promotes quality residential development and provides good transitional zoning to benefit those properties that currently surround it. The development will be a benefit to the City of St. Charles housing and significant increase in tax base.

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.

The Special Use will serve the public convenience at Munhall Glen by filling a housing void in the market of single story and first floor master bedroom homes. This void in the market is causing those needing this type of housing to look outside of St. Charles even though they have been long time residents. In addition, by providing housing in this location it helps support area businesses and supports good planning putting residential housing close to both public and private amenities.

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

There is sufficient infrastructure and utilities in this area to support the development. There is a major sanitary sewer main on the north end of the property installed for the future development of this property. The utility infrastructure installed on this property will help with the connectivity of utilities, specifically water main, which will help “loop” the water system in the area and provide for better servicing and water circulation. The installation of storm water controls and Best Management Practices on this property will provide stormwater detention where no stormwater controls currently exist. The traffic pattern will provide excellent vehicular movement because Munhall Glen exits onto a major collector, Tyler Road, which links to principal arterials of E. Main St. and Kirk Rd. providing for safe and efficient vehicular movement.

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.

Munhall Glen will not be injurious to the use and enjoyment of surrounding properties and it will act as an excellent transition from the commercial to the east and west and the residential to the south. By approving this Special Use, the downzoning of this property from M-2 Limited Manufacturing to RS-4 PUD will ensure a more harmonious residential usage of the property and ensure Munhall Ave. stays primarily a residential street rather than negatively impacted by commercial heavy trucking transportation uses.

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.

The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding properties due to the fact that all surrounding properties are currently developed. As the last piece of property in this area for development the approval of the Special Use will in fact promote a harmonious interconnecting and buffer for the surrounding properties.

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.

The approval of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare. As planned, the property's development will provide buffering between different property usages, will extend and improve municipal infrastructure, and will provide housing needed in the City of St. Charles.

F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

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 varied pursuant to the Special Use for Planned Unit Development. The Special Use for PUD zoning allows for a more inventive design, the average lot sizes are significantly larger than the minimum requirements, and the housing will be constructed at or above current codes and energy requirements. The Special Use and minor changes to the zoning requirements allows for an inventive solution for meeting a needed housing niche within the St. Charles housing stock.

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

The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City. The development of this property will improve connections to the water and sewer systems and provide storm water management facilities where none currently exist. It will provide a diversity of housing by providing single story and first floor master bedroom housing providing solutions for current St. Charles residents whose housing needs have changed over time and want to stay in the City due to civic, cultural, social and religious activities that they have long time connections. The PUD will substantially increase the tax base for the City, School District, Park District, etc. over the current use in perpetuity benefiting many taxing

bodies. In addition, it provides housing close to many commercial districts benefiting many surrounding businesses and the economic wellbeing of the City.

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

The proposed PUD conforms to the purposes and intent of the Comprehensive Plan by promoting development within the current boundaries of the City. It focuses development on an underutilized property thereby enhancing the tax base, utilizing surrounding infrastructure instead of needlessly extending infrastructure past undeveloped properties. It provides housing close to shopping districts and the downtown area as well as promoting development in an area with significant road and transportation corridors promoting orderly and efficient development.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of a Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan for Munhall Glen (Court Airhart, Airhart Construction Corp.), subject to the following conditions:

1. Connection to South Ave. shall be a full public access.
2. Resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Purdy, Kessler, Becker, Holderfield, Wallace, Funke, Melton, Vargulich, Pretz

Nays:

Absent:

Recused: 0

Motion carried: 9-0

PASSED, this 9th day of September 2020.

Chairman
St. Charles Plan Commission

Community & Economic Development
Community Development Division

Phone: (630) 377-4443

Fax: (630) 377-4062



Staff Report

TO: Chairman Rita Payleitner
And Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: Munhall Glen PUD

DATE: September 10, 2020

I. APPLICATION INFORMATION:

Project Name: Munhall Glen

Applicant: Court Airhart, Airhart Construction Corp.

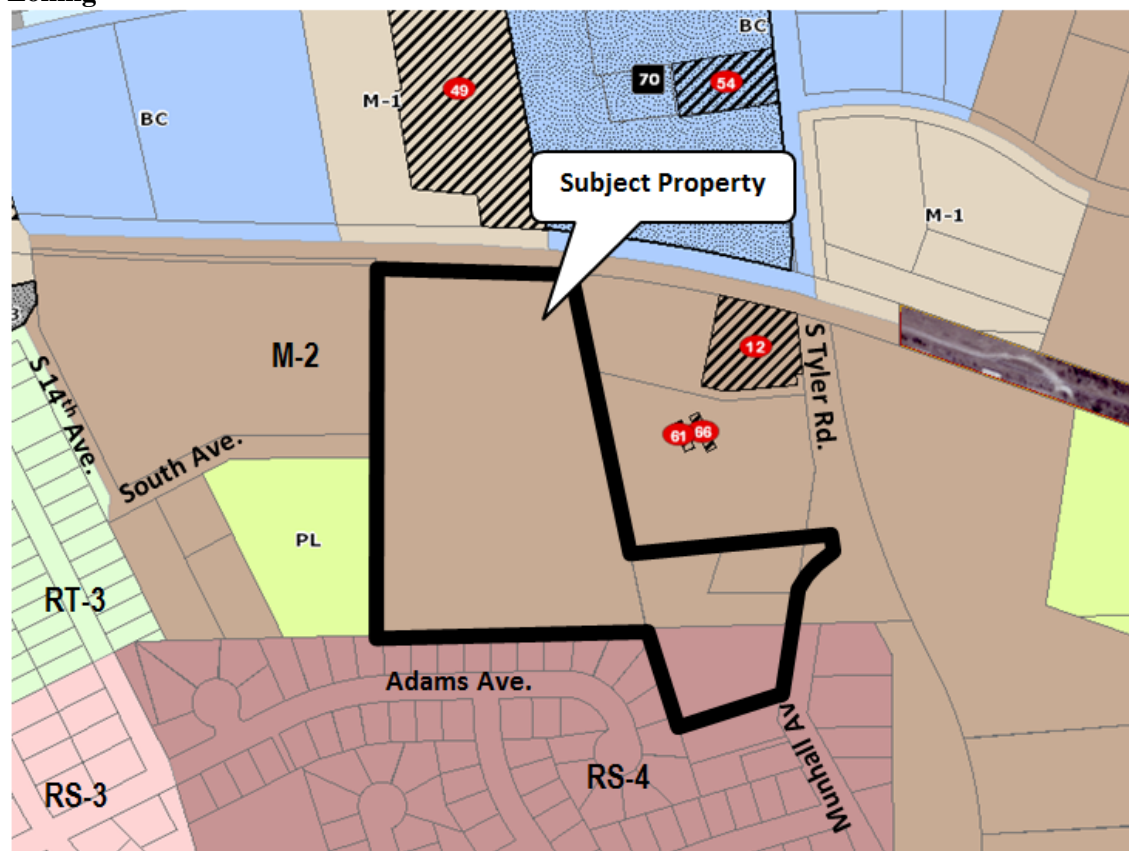
Purpose: Development approvals for a 50-lot single-family subdivision

General Information:		
Site Information		
Location	West of Munhall Ave. at Tyler Rd. (5 parcels)	
Acres	670,397 sf / 15.39 acres	
Applications:	Map Amendment Special Use for Planned Unit Development PUD Preliminary Plan	
Applicable City Code Sections	Ch. 17.12 – Residential Districts Ch. 17.26 – Landscaping & Screening Title 16 Subdivisions & Land Improvement	
Existing Conditions		
Land Use	Single-Family Dwelling (1 parcel) ; Vacant/Agriculture (4 parcels)	
Zoning	RS-4 Suburban Single-Family Residential (1 parcel); M-2 Limited Manufacturing (4 parcels)	
Zoning Summary		
North	M-2 Limited Manufacturing; M-1 Special Manufacturing; BC Community Business/PUD	Medical/office park; multi-tenant comm./industrial bldgs
East	M-2 Limited Manufacturing; RS-4 Suburban Single-Family Residential	Auto repair; medical/office park; Ryder Truck Rental
South	RS-4 Suburban Single-Family Residential	Single-family homes
West	M-2 Limited Manufacturing; PL Public Lands	Multi-tenant industrial bldg; City supply yard
Comprehensive Plan Designation		
Industrial/Business Park (1 parcel); Single-Family Detached Residential (4 parcels)		

Aerial



Zoning



II. OVERVIEW

A. BACKGROUND

The 15-acre subject property encompasses five parcels west of S. Tyler Rd., accessed from Munhall Ave. The parcels are under common ownership. Three of the parcels (13.5 acres) are farmed. A single-family house addressed as 872 Munhall Ave. is constructed on one of the parcels, with the last small parcel extending out from the house lot towards Tyler Rd.

B. CONCEPT PLAN

In June 2020, the Plan Commission reviewed a Concept Plan for a 51-lot single-family subdivision called Munhall Glen, submitted by Airhart Construction Corp. Plan Commission expressed general support for the proposed single-family land use, and offered the following feedback:

- A roadway connection to South Ave. should be incorporated into the plans to promote public safety, accessibility and mobility.
- Mature, high-quality trees on the site should be preserved where possible.
- Additional open space should be incorporated where possible.
- Some concerns were expressed about the overall density and lot sizes / lot coverage.

Members of the public that participated in the meeting expressed a desire for more greenspace and stated concerns about the overall density and traffic impacts on the surrounding neighborhood.

Planning & Development Committee reiterated some of the Plan Commission comments, including general support for the land use and overall project, with some concerns regarding density. Committee members also expressed a preference for a South Ave. roadway connection.

C. PROPOSAL

Court Airhart of Airhart Construction Corp. has filed zoning applications requesting approval of a single-family subdivision on the subject property. The site plan is similar to the Concept Plan previously reviewed.

Details of the proposal are as follows:

- Rezoning to the RS-4 Suburban Single-Family Residential District (6,600 sf min. lot size).
- Demolition of the existing single-family house fronting Munhall Ave.
- Access to the subdivision from Munhall Ave. with gated emergency-only connection to South Ave.
- Internal looped public street configuration with sidewalks on both sides of the street.
- 50 single-family home lots:
 - Lot sizes range from 6,307 sf – 15,263 sf. Average lot area = 8,154 sf.
 - Lot widths range from 48 ft. – 95 ft. Average lot width = 63.7 ft.
 - Variety of single- and two-story home models (approx. 1,600-3,000 sf; 2-4 bedrooms).
 - Wider lots will accommodate the “Garden Series” models (1 & 1½-story).
 - Narrower lots will be available for the “Premier Series” models (1 & 2-story).
- Two stormwater detention areas with adjacent “pocket parks”.

The following Zoning Applications have been submitted in support of this project:

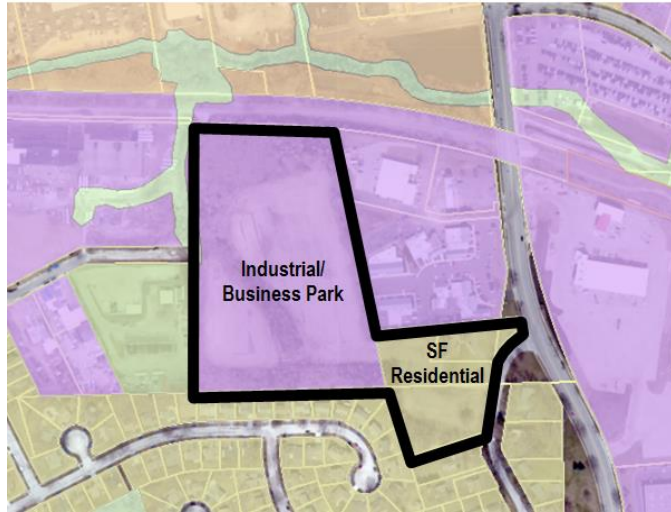
1. **Map Amendment** – To rezone the property from the M-2 Limited Manufacturing District and RS-4 Suburban Single-Family Residential District to entirely RS-4 Suburban Single-Family Residential District.
2. **Special Use for Planned Unit Development** – To establish a PUD with unique development standards for the property.
3. **PUD Preliminary Plan** – To approve preliminary engineering plans, landscape plan, and preliminary plat of subdivision.

III. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the four parcels of the subject property fronting Munhall Ave. as “Single-Family Detached Residential”, consistent with the proposed land use. However, the rear parcel is identified as “Industrial/Business Park”.

Single-Family Detached Residential is described in the plan as follows (p. 38):

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



The Industrial/Business Park land use category is described in the plan as follows (p.39):

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 plan notes these locations are located in areas, “...where they can capitalize on close proximity to regional transportation networks while minimizing negative impacts on residential neighborhoods. (p.47)”

The Plan provides the following Residential land use policies relevant to the proposed development: (p. 44):

Prioritize infill development over annexation and development. While the era of substantial residential growth is over in St. Charles, there remain some isolated opportunities for residential development on the City’s west side. While most of these opportunities are within unincorporated Kane County, they fall within the City’s 1.5-mile extraterritorial planning jurisdiction defined by State statute. It is recommended that the City carefully consider annexation and growth into these areas while vacant and/or

underutilized residential properties exist within the City’s boundaries. When residential development does occur within the City’s growth areas, it should occur in areas immediately adjacent to existing developed areas so as to prevent “leap frog” development and the resulting costs and burdens of unnecessarily extending infrastructure systems in an unwise manner.

Ensure residential areas are adequately screened/ buffered from adjacent non-residential uses and activity. *The composition of the City’s commercial districts along corridors that transect the City means that there are many areas where commercial uses abut residential properties and neighborhoods. The use of horizontal and vertical buffering and screening, including berms, fencing, and landscaping, should be promoted to protect neighborhoods from abutting commercial or industrial land uses. The City should identify areas where land use conflicts are problematic and explore solutions to mitigate the conflicts, including buffering and screening. Additionally, the City’s landscape ordinance could be revised to require enhanced screening and an amortization schedule to ensure compliance for non-conforming properties within a set time frame.*

IV. ANALYSIS

A. ZONING

The subject property is zoned RS-4 Suburban Single-Family Residential and M-2 Limited Manufacturing. Proposed is rezoning the entire property to the RS-4 District, the purpose of which is stated in the Zoning Ordinance as follows:

“To accommodate medium to high-density single-family residential development in the City. The minimum lot size in this district is six thousand six hundred (6,600) square feet. The RS-4 District also provides for limited institutional uses compatible with surrounding residential neighborhoods.”

RS-4 zoning is consistent with the adjacent residential neighborhood to the south. This subdivision was platted in the late 1970s and is known as Cambridge.

PUD approval is also requested to accommodate certain deviations from bulk standards of the RS-4 District.

The table below compares the RS-4 District requirements with the proposed plan. Requested zoning deviations are denoted in ***bold italics***. The plan proposes a variety of lot sizes and lot widths. Zoning deviations are needed to allow some lots under the 6,600 sf minimum lot area, and some under the 60 ft. minimum lot width. Deviations from building coverage and interior side yard setbacks are also requested.

	RS-4	Proposed Plan
Min. Lot Area	6,600 sf	<i>Range from 6,307 sf – 15,263 sf</i> (Average: 8,154 sf 13 lots are under 6,600 sf)
Min. Lot Width	60 ft.	<i>Range from 48 ft. – 95 ft.</i> (Average: 63.7 ft 23 lots are under 60 ft.)
Max. Building Coverage	30%	<i>37.5%</i>

Max. Building Height	34 ft. / 2 stories, whichever is less	34 ft. / 2 stories
Min. Front Yard	20 ft.	20 ft.
Min. Exterior Side Yard	15 ft.	15 ft.
Min. Interior Side Yard	Combined width of 14 ft., neighbor less than 5 ft.	<i>Combined width of 12 ft., neither side less than 6 ft.</i>
Min. Rear Yard	30 ft.	30 ft.

B. LANDSCAPING

A landscape plan has been submitted as part of the PUD Preliminary Plan. The plan depicts street trees within the parkway and trees along the rear lot lines of each lot. Planting plans for the two “pocket parks” located on the outlots are also included. A homeowners’ association will be responsible for maintaining the outlots.

Initially, trees were depicted within the 10 ft. wide public utility and drainage easements along the rear lot lines. Trees are prohibited within the easement. A revised landscape plan has been submitted. For Lots 1-38, the applicant is proposing to shift the easement 5 ft. into the rear yards to allow for a 5 ft. wide planting area within which trees could be planted. For Lots 39-50 (internal lots), trees would be shifted out of the 10 ft. easement and planted closer to the houses.

Staff Comments

- The revised placement of the rear yard trees will need to be reviewed by engineering.
- Privacy fencing should be considered for lots backing up to non-residential land uses.
- Planting plans are needed for the stormwater detention areas.

Tree Preservation Plan

The applicant has submitted a Tree Preservation Plan. Per Section 8.30.070 of the City Code, Tree Preservation Plans shall include a survey of existing trees 6” or more in diameter, with tree preservation zones identified.

The submitted Tree Preservation Plan splits the subject property into five zones. Trees greater than 6” in diameter were surveyed in the Residential Zone. General composition of vegetation was documented in the remaining zones. A total of 10 trees were surveyed in the Residential Zone. 9/10 are recommended for protection, if possible. However, the Plan notes that proposed construction will impact 100% of the site due to grading, etc., which will affect all existing trees. It notes that new parkway trees and rear yard trees will be, “more beneficial to the long-term health of the trees on the site as well as neighboring properties”.

City Code states that high-quality trees should be preserved and protected. Removal of such trees is authorized when one or more of the following conditions exist:

1. The tree is diseased, dead or dying.
2. The tree is damaged or injured to the extent that it is likely to die or become diseased, or such that it becomes a hazard.
3. Removal of the tree is consistent with good forestry practices, that is, consideration is given to the species of the tree, location, conditions, age, safety, and the historic and aesthetic value of the tree to be removed.

4. Removal of the tree will enhance the health of remaining trees within the immediate vicinity.
5. Removal of the tree is required to repair a sewer line or water main, or excavation for such repair will damage the tree to the extent that it is likely to die or become diseased.
6. All reasonable efforts have been undertaken in the land planning, architectural and engineering design of the proposed building, building addition, development or site improvement to minimize tree damage and/or removal, and the tree or trees must be removed to provide adequate space for the permitted construction.

E. SITE ACCESS / STREET IMPROVEMENTS / TRAFFIC STUDY

Full access to the development is proposed from Munhall Ave., with secondary access via a connection to South Ave. to the west. The internal public street forms a looped configuration. The looped street is proposed as a public street. Proposed ROW width is 60 ft. with 27 ft. wide pavement measured from curb face. This pavement width permits parking on one side of the street.

South Ave. Connection

The plans depict the connection to South Ave. with a gate at the property line with the intent that the connection be utilized as an emergency fire access road. Various City departments have expressed preference for a full, open connection to South Ave. The Fire Dept. cited snow removal concerns if the connection is gated. Public Works is not supportive of a gate blocking public right-of-way and prefers to require South Ave. to be constructed to meet current City Code, including curb, gutter and sidewalk up to the end of the existing pavement, approx. 350 ft. west of the subject property. The Police Dept. has requested that a full South Ave. connection be provided, citing that through streets assist public safety in response times and points of access. From a Planning perspective, a full connection would promote inter-neighborhood connectivity and would provide residents with a more convenient route to downtown.

The applicant noted during the Plan Commission public hearing that they are agreeable to removing the gate, but request the connection be restricted to emergency vehicles only. Signage would be utilized to help enforce this restriction.

Traffic Impact Study

The applicant has submitted a Traffic Impact Study prepared by Gewalt Hamilton Associates, Inc., updated 9/2/2020. The study analyses the impact of the proposed development on the adjacent roadway network and concludes that impact will be minimal.

Regarding trip generation, the development is expected to generate 40 trips during the morning peak hour and 52 trips during the evening peak hour. 55% of site traffic is anticipated to travel to/from the site via Rt. 64, with the reminder on Tyler Rd. and 7th Ave.

Capacity analyses were performed at four intersections under gated South Ave. and open South Ave. access scenarios. The four intersections analyzed were Tyler Rd. at Munhall Ave., Indiana Ave. at 13th Ave. (north leg), Indiana Ave. at 13th Ave. (south leg), and Munhall Ave. at the site access. All intersections are expected to operate at a Level of Service A or B (considered “desirable” based on the LOS ranking system). The study notes the gated vs. open connection to South Ave. has minimal impact on intersection operations.

The study was reviewed on behalf of the City by HLR Engineering. HLR provided a letter dated 9/4/2020 stating it concurs with the findings of the study. One minor revision to Exhibit 6B is needed.

F. ENGINEERING

Engineering review comments have been provided to the developer. Certain comments have been discussed with the developer and will require further coordination between the City and developer. These include City replacement of a sanitary sewer main at the north end of the site, improvements to a culvert on the railroad property north of the site, and how stormwater BMPs will be incorporated. All comments will need to be addressed prior to City Council approval of the PUD Preliminary Plan.

D. PLAT OF SUBDIVISION

A Preliminary Plat of Subdivision has been submitted as part of the PUD Preliminary Plan. The plat proposes the following:

- 50 buildable single-family home lots (Lots 1-50).
- Two outlots covering the stormwater detention areas (Outlots A & B). An HOA will be required to own and maintain the outlots.
- Dedication of internal streets to the City (60 ft. right-of-way).
- Dedication of an extension of South Ave. to the City (60 ft. right-of-way).
- 10 ft. public utility and drainage easements along front and rear property lines.

Approval of a Final Plat of Subdivision will be required after PUD Preliminary Plan approval.

Staff Comments:

- Add “St. Charles” to the location description beneath the subdivision name.
- 10 ft. public utility & drainage easements are needed around the full perimeter of each lot (including outlots, except where easements have previously been granted). Where the side lot line abuts the side lot line of another lot, easement width may be reduced to 5 ft. on each side.
- Stormwater detention easement provisions are provided twice (page 4). Remove the duplicate provisions under the PU&DE provisions.
- Remove public access easement provisions as no public access easements are proposed.
- Remove the County Engineer’s certificate.

E. BUILDING ARCHITECTURE

The applicant has submitted a number of home model designs intended to be offered for the proposed development. Buildings in the RS-4 District are not subject to Design Review, nor are architectural plans required to be approved as part of a single-family residential PUD.

The Zoning Ordinance does not contain any monotony restrictions prohibiting, for example, the same models from being constructed on adjacent lots. For one recent residential PUD approved by the City, language was included in the PUD ordinance requiring a monotony code be incorporated into the Homeowners Association Declaration of Covenants, with a summary of the monotony code restrictions included in the PUD Ordinance.

The applicant stated during the public hearing that they are agreeable to imposing monotony restrictions on the development, such as prohibiting the same elevations from locating adjacent and across the street.

F. INCLUSIONARY HOUSING

The Inclusionary Housing Ordinance, Title 19 of the City Code, requires construction of, or fee in-lieu for, affordable units as a percentage of any new residential development. The Inclusionary Housing worksheet submitted by the applicant proposes payment of a fee in-lieu of providing affordable units. The fee in-lieu amounts to \$194,362.18.

G. SCHOOL AND PARK DISTRICT

Land-Cash worksheets submitted by the applicant have been forwarded to St. Charles School District #303 and the St. Charles Park District for review and comment. Full cash contributions are proposed in accordance with Title 16 of the City Code.

IV. PLAN COMMISSION RECOMMENDATION

Plan Commission held a public hearing on 9/9/20. No members of the public spoke at the hearing. One email was received from a neighboring unit owner of Tyler Ridge Business Park citing drainage concerns. Another neighbor stated support for the project. These emails are attached to the packet.

The Commission voted 9-0 to recommend approval, subject to the following conditions:

1. The South Ave. connection shall be a full public access.
2. Resolution of staff comments prior to City Council action.

VI. ATTACHMENTS

- Fee Request Letter
- Emails from Residents
- Applications: Map Amendment; Special Use for PUD; PUD Preliminary Plan; received 7/30/2020
- Tree Preservation Plan
- Preliminary Plat of Subdivision
- Preliminary Engineering Plans
- Landscape Plan (Revised)
- House Renderings
- Traffic Study / HLR Review Letter

AIRHART CONSTRUCTION

"Building a better tomorrow"

September 11th, 2020

Ellen Johnson
City Planner
Community & Economic Development
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: School, Park and Affordable Housing Fees – Munhall Glen

Dear Ellen,

We had previously requested in a letter dated May 21st, 2020, that the School and Park fee in lieu and the Affordable Housing fees be reduced due to the population makeup of the target market of this housing product. We believe the documentation we supplied provided proof that warranted the modification to the fee structure.

If that is not a decision that will be granted, we request that the fees be paid at time of building permit approval for each lot. We think this is reasonable for a variety of reasons:

- 1) The population impact of the housing, if there is any, will not occur on the City, School District, and Park District for approximately 6 months after building permit issuance.
- 2) The fees combine to approximately \$840,000 and the homes will be built over a 4-5 year period. The carry cost alone for these fees could be in the range of \$40,000-\$60,000 per year over the life of the project. This will greatly affect selling prices, affordability and negatively impact the target market of the properties.
- 3) The increase in tax revenue in perpetuity of Munhall Glen to all of the local taxing bodies, while the impact is still questionable, is significant.
- 4) Since these homes could be 2, 3, or 4 bedrooms, it is reasonable to wait so that the fees are properly paid at time of building permit.

While we still believe the fees should be reduced, for all of the reasons above we think it is a logical decision to allow the fees to be paid at time of building permit issuance, instead of prior to recording of the final plat. We ask that you take the above into consideration and grant our request.

Sincerely,



Court Airhart
Airhart Construction
President



BUILDER OF CONTEMPORARY & TRADITIONAL HOMES SINCE 1964

500 E. Roosevelt Road, West Chicago, IL 60185

www.airhartconstruction.com

(630) 293-3000

From: Christine Czajka <ckc7478@att.net>
Sent: Tuesday, September 1, 2020 2:28 PM
To: CD <cd@stcharlesil.gov>
Cc: Christine Czajka <ckc7478@att.net>; ICE - Adrian Czajka <czajkaedi@aol.com>
Subject: Munhall Glen

Our property backs up to the proposed construction development of Munhall Glen from the Airhart construction Company.

We are definitely for the Munhall Glen project with Airhart construction.

It would increase our property values, as the existing zoning would diminish our property values.

Therefore, yes, we look forward to the hopeful future construction of Munhall Glen with Airhart construction Company.

Sincerely,
Adrian and Christine Czajka
Adams Ave., Saint Charles
Sent from my iPhone

From: Richard MacDonald <rmaccpa@gmail.com>

Sent: Tuesday, September 8, 2020 11:40 AM

To: CD <cd@stcharlesil.gov>

Subject: Munhall Glen Project @S. Tyler Road

Dear ladies and Gentleman:

I own Unit A /B-1 of the 525Tyler road complex (adjacent to the north east corner of the proposed development). My complex leadership has not responded to my inquiry of their action, so I am writing this.

Please note there are major elevation differences between the developing property and the 525 Tyler road business complex, especially along the north/east border. This causes major drainage and erosion, mud and water drainage problems along the shared borders of these properties.

Can you please address the necessary retaining walls, and drainage issues needed to safeguard our properties? Especially along the current house and fence location (proposed building #4) area.

Will the trees overhanging my unit be removed?

Without the trees and/or a retention wall, this area will cause problems for Building #1 of our complex.

Thank you for your time and consideration.

Richard MacDonald
Goob Property, member
525 Tyler Road, Suite A
St. Charles, IL 60174
Phone 630-215-8706

E-mail:Rmaccpa@gmail.com



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 4f

Title:

Plan Commission recommendation to approve a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for Pride of Kane County, southeast corner of Kirk Rd. and E. Main St.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: September 14, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐

Executive Summary (if not budgeted please explain):

This item was discussed at the August P&D Committee meeting and continued (see attached minutes).

The applicant has indicated to staff that no new information would be submitted for the Sept. 14 meeting. The ownership representative will be in attendance at the meeting, specifically to discuss the three requests made regarding the Annexation Agreement (related to sidewalks, Kirk Road crosswalk and a restriction against other gas stations locations on E. Main Street).

The following summary and the attached materials are unchanged from the August meeting.

CIMA Developers, LP have submitted zoning applications requesting approval to develop a Pride fuel facility, convenience store, and car wash on the 2.37-acre property at the southeast corner of Kirk Rd. and E. Main St. A Concept Plan similar to the proposed development was reviewed in June of 2019. Proposed is the following:

- Annexation to the City of St. Charles.
- Rezoning to the BR Regional Business District with a Planned Unit Development (PUD).
- Fuel Facility (west side of property): Canopy with 8 fuel pumps at the corner. 1-story, 4,500 sf convenience store with quick-serve restaurant (Taco Urbano).
- Car Wash (east side of property): 1-story, 1,650 sf automatic car wash. 10 vacuum stalls.
- Right-in/right-out access on E. Main St. and cross-access through Main Street Commons.

Note – The attached plans include revised site and landscape plans. The remaining plan sheets have not been revised. A complete set of revised engineering plans responding to all staff comments will be required prior to City Council approval.

Plan Commission Recommendation

Plan Commission held a public hearing on July 7, 2020 which was continued to July 21 and August 4. The public hearing discussion is summarized in the attached Staff Memo. Plan Commission voted 8-1 to recommend approval, subject to resolution of outstanding staff comments prior to City Council action.

Annexation Agreement

Staff is seeking direction from the Committee regarding the zoning applications in order to proceed with drafting an Annexation Agreement. The applicant has identified certain requests that may be part of the agreement, and the Committee may provide comments on these items:

- That the City pay for public sidewalks along the site frontages.
- That the City contribute in some capacity to the cost of the Kirk Rd. crosswalk.
- The applicant has requested the City consider agreeing to prohibit other gas station facilities from locating on E. Main St. Staff has responded that the City cannot agree to such a restriction and that gas stations are permitted by zoning in other locations.

The Annexation Agreement may be brought back before the Committee if there are additional items that require further direction. Otherwise, staff would proceed with scheduling a public hearing regarding annexation of the property for a subsequent City Council meeting.

Continued on next page

Attachments *(please list):*

P&D Minutes from August 2020, Plan Commission Resolution, Staff Memo (PC Summary), HLR Memo- Eastern Access, Staff Report, Letter from Developer- Sidewalk Cost, Email from Developer- Gas Station facilities, Letters from Residents, Applications, Plans, Traffic Study / Review Memo

Recommendation/Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for Pride of Kane County, southeast corner of Kirk Rd. and E. Main St.

Tom Anderson, 712 Horne St., commented on the concept. He said it was a very nice project and he especially liked the idea of expanding the bridge to connect the east and west side of Main Street.

- b. Plan Commission recommendation to approve a Map Amendment for 1001 N. 5th Ave.

Ms. Johnson presented the Executive Summary posted in the meeting packet.

Aldr. Pietryla met with the residents to hear their objections. The neighbors and the developers are very close to a mutually beneficial agreement.

Aldr. Pietryla made a motion to recommend forwarding the Zoning Map agreement for 1001 N. 5th Ave. to City Council, subject to staff receiving and reviewing an easement or covenant that is agreeable to both the applicant and the neighbors, Mr. & Mrs. Snodgrass, and the signed agreement being submitted to the City for recording. Seconded by Aldr. Vitek.

Roll was called:

Ayes: Vitek, Pietryla, Bessner, Silkaitis, Lemke, Bancroft

Absent: Stellato, Turner, Lewis

Recused:

Nays:

Motion passed 6-0

- c. Plan Commission recommendation to approve a Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for Pride of Kane County, southeast corner of Kirk Rd. and E. Main St.

Ms. Johnson presented the Executive Summary posted in the meeting packet.

Aldr. Lemke asked if the access off of Kirk was a revision since they last reviewed this. Ms. Johnson said it was the same as before.

Aldr. Silkaitis asked the developer why the City should deviate from the requirement to install sidewalks. Dan Soltis, CIMA Developers, said this is a \$6 million investment that will generate approximately \$350,000 tax revenue to the City. Aldr. Silkaitis noted that he is not in favor of having the City contribute to the cost of the crosswalk or having an ordinance that forbids other gas stations in that area.

Aldr. Pietryla said he does not support these three requests. He said he is not sure this is in alignment with the Comprehensive Plan. Aldr. Bessner stated he would not agree to limiting other gas stations on Main Street, but he felt there could be some room for negotiating on the other two items. Mr. Soltis stated the owner will not move forward with the project if he does not receive the fuel restriction built into the annexation. Aldr. Silkaitis said nobody has ever asked to be the only one developed and he will not restrict another business from moving into town.

Chair Payleitner said this is a very limited opportunity to shape the entryway into the City. She questioned whether this is the highest and best use of the property and noted these four corners are destination locations. She doesn't see any quick-stop businesses there. Mr. Soltis said the broker had a lot of interest in this site, but mostly from convenience store type uses. He said other types of businesses might not be able to make that corner work due to the economics involved.

Aldr. Vitek said she is not opposed to this and they have a strong brand that doesn't deter from anything else. Aldr. Bancroft said they could decide to let it sit as is and wait for something better, but for how long. He noted the site has been sitting as is for quite some time. They may not be able to get what they want on that corner. Chair Payleitner mentioned that nothing has been brought before the Committee in 20 years, but felt they were settling for what is being presented. Aldr. Bancroft said it will sit the way it is, which is worse than if there was a vibrant, ongoing business there. Nothing better has been proposed.

Aldr. Bessner asked if there would be interest in considering a certain amount of footages between this business and other gas stations instead of having a non-compete agreement. Chair Payleitner said they would need to check into the legality of this. Aldr. Bancroft said it would be a bad decision to allow a radius restriction. Mr. Soltis mentioned he would like the opportunity to relay the message back to ownership.

Chair Payleitner asked about the tree deficit. Mr. Soltis said they do not want to add any other parkway trees because they don't want to lose visibility.

There was a discussion to continue this item to the next meeting to allow staff and applicant time to gather further information.

Aldr. Bessner made a motion to approve to continue discussion to the next Committee meeting. Seconded by Aldr. Vitek.

Roll was called:

Ayes: Pietryla, Bessner, Lemke, Bancroft, Vitek

Absent: Stellato, Turner, Lewis

Recused:

Nays: Silkaitis

Motion passed 5-1

- d. Plan Commission recommendation to approve an Amendment to Special Use for PUD, Special Use for a Pet Care Facility, and PUD Preliminary Plan for Petsuites, Pine Ridge Park PUD.

Ms. Johnson presented the Executive Summary posted in the meeting packet.

Aldr. Silkaitis made a motion to approve an Amendment to Special Use for PUD, Special Use for a Pet Care Facility, and PUD Preliminary Plan for Petsuites, Pine Ridge Park PUD. Seconded by Aldr. Vitek. Approved unanimously by voice vote. Motion Carried.

City of St. Charles, Illinois
Plan Commission Resolution No. 15-2020

**A Resolution Recommending Approval of a Map Amendment, Special Use for
Planned Unit Development, and PUD Preliminary Plan for The Pride of Kane
County (CIMA Developers LP)**

Passed by Plan Commission on August 4, 2020

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

WHEREAS, the Plan Commission held a public hearing and reviewed the applications for Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan for The Pride of Kane County (CIMA Developers LP); and,

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

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

The intended use is consistent with the other retail business uses along Kirk Rd. and along E. Main St.

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

Property values will not be affected. The intended use is consistent with all nearby uses.

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

The property value will not be diminished, and in fact will provide an added amenity and convenience to the surrounding city and community.

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 subject property's current zoning does not allow for our intended use.

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 property has been vacant for a substantial amount of time.

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

The intended use is consistent with development trends and all neighboring uses.

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

Our intended use is consistent with the Comprehensive Plan.

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

Per Title 17 of the City Code, unless otherwise requested, land being annexed is automatically zoned RE-1 Single-Family Estates District. BR zoning is requested to accommodate the proposed commercial development.

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

The proposed development will only require paving setback and off-site sign deviations. Other than that the development will comply with zoning requirements.

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

The intended use is consistent with the other retail business uses.

WHEREAS, in accordance with Section 17.04.410.D.3, the Plan Commission finds the Special Use for PUD to be in the public interest based on the following criteria for Planned Unit Developments:

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 that the proposed development advances many of the purposes of the Planned Unit Development as outlined and stated in Section 17.04.400.A.

The architectural building design will provide a unique and distinctive look that will include “barn” like features that will capture the historic essence of the property.

New sidewalks are proposed along the entire west and north property lines to connect existing sidewalk structures along Kirk Rd. and Main St. to help promote pedestrian traffic and physical activity.

This property has remained undeveloped for a very long time and the proposed development allows for and encourages and promotes economic growth and efficient land use.

This development includes a reciprocal easement agreement with the neighboring property owner (Main Street Commons) which allows for cross-access service roads and shared stormwater detention.

- 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 following factors below per Section 17.04.400.B are highlighted to justify relief from certain zoning requirements:

- The PUD will provide superior landscaping and buffering as allowed by the site parameters.
- The buildings within the PUD will be unique and distinctive in nature, capturing historic features.
- The buildings will be built with energy efficiency guidelines and site design.
- The development will be designed with shared detention with Main Street Commons.

Zoning deviations for the following are being requested: paving setbacks, off-site signage, convenience store building signage, freestanding sign setback, building foundation landscape, carwash stacking requirement.

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.

Yes. The proposed development will serve as a public convenience and an added amenity. The development will offer fueling, convenience store, quick service restaurant and carwash.

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

Yes. The proposed development has sufficient infrastructure required to develop. Utilities, added service roads, and adequate on-site and off-site detention are being provided.

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.

The development is consistent and compatible with surrounding land uses and will not affect nearby property in any way.

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.

The development will not impede the normal and orderly development and improvement of the surrounding property and will complete the needed development at that particular property location in a manner that is consistent and compatible with surrounding and neighboring property.

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.

No. The proposed development will not pose any detriment to or endanger the public health, safety, comfort or general welfare.

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.

Yes. The development will be built to conform to all applicable codes and ordinances and meets all applicable provisions, except as may be varied pursuant to a Special Use for PUD.

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

Yes. The proposed development will provide an added and substantial tax base to the City, improving the overall economic well-being of the City.

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

Yes. The proposed development is in conformance with the goals, objectives and policies of the adopted City of St. Charles Comprehensive Plan.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of a Map Amendment, Special Use for Planned Unit Development, and

Resolution No. 15-2020

Page 6

PUD Preliminary Plan for The Pride of Kane County (CIMA Developers LP) subject to resolution of outstanding staff comments prior to City Council action.

Roll Call Vote:

Ayes: Becker, Funke, Holderfield, Purdy, Pretz, Melton, Wallace, Kessler

Nays: Vargulich

Absent: 0

Motion carried: 8-1

PASSED, this 4th day of August 2020.

Chairman
St. Charles Plan Commission

Community & Economic Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



STAFF MEMO

TO: Chairman Rita Payleitner
And Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: Pride of Kane County – Plan Commission Public Hearing Discussion Summary

DATE: August 6, 2020

Plan Commission opened the public hearing for the Pride of Kane County zoning applications on July 7, 2020. The hearing was continued and subsequently discussed on July 21 and August 4.

This memo summarizes the main discussion points during the hearing and the responses to these items.

- **Orientation of Convenience Store & Canopy** – Commissioners expressed a desire for the convenience store and gas station canopy to be flipped, so that the convenience store building is located on the corner of Main/Kirk, with the gas station canopy to the east. Commissioners discussed that flipping these structures would improve the aesthetics of the intersection, which is important as a gateway intersection into St. Charles.

Applicant's response:

- The applicant stated the Pride ownership considered the request and determined they would be unwilling to move the gas station canopy off the corner. They cited visibility concerns for the business.
- **Crosswalk across Kirk Rd.** – Commissioners requested a crosswalk across Kirk Rd. in connection with the proposed development in order to improve pedestrian connectivity and safety through this corridor. The following information was gathered by staff:
 - Kirk Road is under the jurisdiction of Kane County Division of Transportation (KDOT). Main Street (IL Rt. 64) is under the jurisdiction of Illinois Department of Transportation (IDOT).
 - IDOT would be the permitting agency for traffic signal work. An additional Traffic Impact Study may be needed.
 - Both IDOT and KDOT have indicated the installation of a crosswalk necessitates the design and improvement of other components in order to facilitate a functional intersection. This would include traffic signal design, install of sidewalk approaches with ADA landings, potential challenges with the small traffic island at the southwest corner, install of new pedestrian signals and push buttons, conduit, wiring, and optimizing the signal timing.

- KDOT is supportive of a crosswalk across the south leg of Kirk/64. They have indicated it would be a nice complement to the existing crosswalk on the west leg of the intersection and would make the site more accessible to pedestrians.
- The intersection is identified in (KDOT)'s Comprehensive Road Improvement Project list. Currently, there are two northbound and two southbound thru lanes with one left turn lane and one right turn lane on the south leg, and one left turn lane on the north leg. The ultimate intersection improvements would include three northbound and three southbound thru lanes with dual lefts on the Kirk Road legs. This would be a significant project and it is not currently on KDOT's multi-year funding plan. It is anticipated that future project is at least 10-15 years away.

Applicant's response:

- The site plan has been revised showing the requested crosswalk, as well as public sidewalk connecting to the crosswalk.
- The applicant expressed interested in discussing payment options with the City; the applicant has not committed to covering the cost of the crosswalk.

- **Landscaping along Kirk and Main St. frontages and building foundation** – Commissioners stated that all landscaping required under the Zoning Ordinance should be provided. The Staff Report notes that additional trees are needed along Main St. and Kirk Rd., additional planting areas are needed along Main St., and one additional tree is needed along the north wall of the convenience store and gas station.

Applicant's response:

- Additional trees and plantings were added to the revised landscape plan. However, additional landscaping is still needed as listed above.

- **Internal pedestrian connections from Main St.** – Commissioners requested sidewalk be added from the Main St. sidewalk to the convenience store.

Applicant's response:

- The site plan has been revised showing a sidewalk connecting to the convenience store entrance.

- **Easter site access safety** – Commissioners expressed concerns regarding the eastern site access from the main entrance drive of Main Street Commons. Staff commissioned HLR Engineering to analyze the access and provide an opinion on safety (see HLR memo attached). HLR's comments are summarized as follows:
 - HLR noted no major safety concerns due to the relatively low volumes of traffic and the varying peak hours of the surrounding land uses.
 - There is concern with having adequate gaps for left turns out of the Pride site. An option is to make the eastern access a right-in right-out only. Drivers seeking to go westbound on Main St. would either have to travel through Main Street Commons to use the Kirk Rd. exit, or turn right out of the Pride site on to Main St. going eastbound and make a U-turn at the signalized intersection of Main Street Commons/Main St. to go westbound.

Applicant's response:

- Plans for the access were not revised.
- Plan Commission did not require revisions to the eastern access.

- **Appearance of south retaining wall and guardrail** – Commissioners stated concerns about the appearance of the metal guard rail and the retaining wall running south of the southern access drive, north of the detention pond on the Main Street Commons property.

Applicant's response:

- The guardrail was modified from standard metal to wood.
 - Plantings were added along the north side of the guard rail.
 - A photo of a three-tier retaining wall with landscaping was provided as an example of a similar design.
 - Plan Commission did not request further changes to the guard rail or retaining wall.
- **Location of trash enclosure** – Commissioners expressed concerns that the location of the trash enclosure near the intersection of the car wash stacking land and southern access drive would cause visibility issues.

Applicant's response:

- The trash enclosure was shifted north as reflected on the revised site plan.
- Plan Commission did not request further changes to the trash enclosure location.

Public Comment

- No members of the public spoke during the public hearing.
- Three letters of opposition were received from residents. These are included in the packet materials.



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

Memorandum

To: City of St. Charles
ATTN: Ellen Johnson

From: Hampton Lenzini & Renwick, Inc. (HLR)
Callie Allbright PE, PTOE and Amy McSwane PE, PTOE

Date: 8/6/2020

Re: PRIDE of Kane County Gas Station - Traffic Impact Study

HLR has reviewed the site circulation and has developed the following conclusions regarding the eastern access driveway.

There are no major safety concerns regarding the eastern access of the proposed site because of the relatively low volumes and varying peak hours of the land uses in the area. However, there is concern with having adequate gaps for drivers to turn left out of the eastern access to reach the Main Street Commons/Charlestown Mall signalized intersection. The main concerns occur in the PM and SAT peak periods. Based on the future HCS analysis, estimated queues on the northbound approach of the signalized intersection extend beyond the eastern driveway. Vehicles wanting to make a left turn from the driveway would potentially have a trouble finding gaps to turn into through the queues.

It would also be assumed that most drivers making a left turn out of the eastern access want to travel westbound on North Avenue.

A couple options that could be considered to satisfy safety and operational concerns of the eastern access are the following.

1. Make the eastern access a right-in right-out only. If drivers want to go westbound on North Avenue, they can either use the northern right-out access and make a U-turn at the signalized intersection at Main Street Commons/North Avenue or use the Kirk Road right-in right-out access to reach the North Ave/Kirk Road signalized intersection and proceed from there. Otherwise, drivers can use the right-out access to travel eastbound on North Avenue.
2. Moving the driveway farther south would have impacts to the detention pond design and require redesign. Driver's would still have to potentially cross many lanes of traffic and would not have major safety or operational benefits when compared to the current design location.

If you have any questions or concerns regarding this memo, please contact HLR at 847-697-6700.

Community & Economic Development
Planning Division

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Staff Report

TO: Chairman Rita Payleitner
And Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: Pride of Kane County – Southeast corner of Kirk Rd. and E. Main St.

DATE: August 6, 2020

I. APPLICATION INFORMATION:

Project Name: Pride of Kane County

Applicant: CIMA Developers, LP

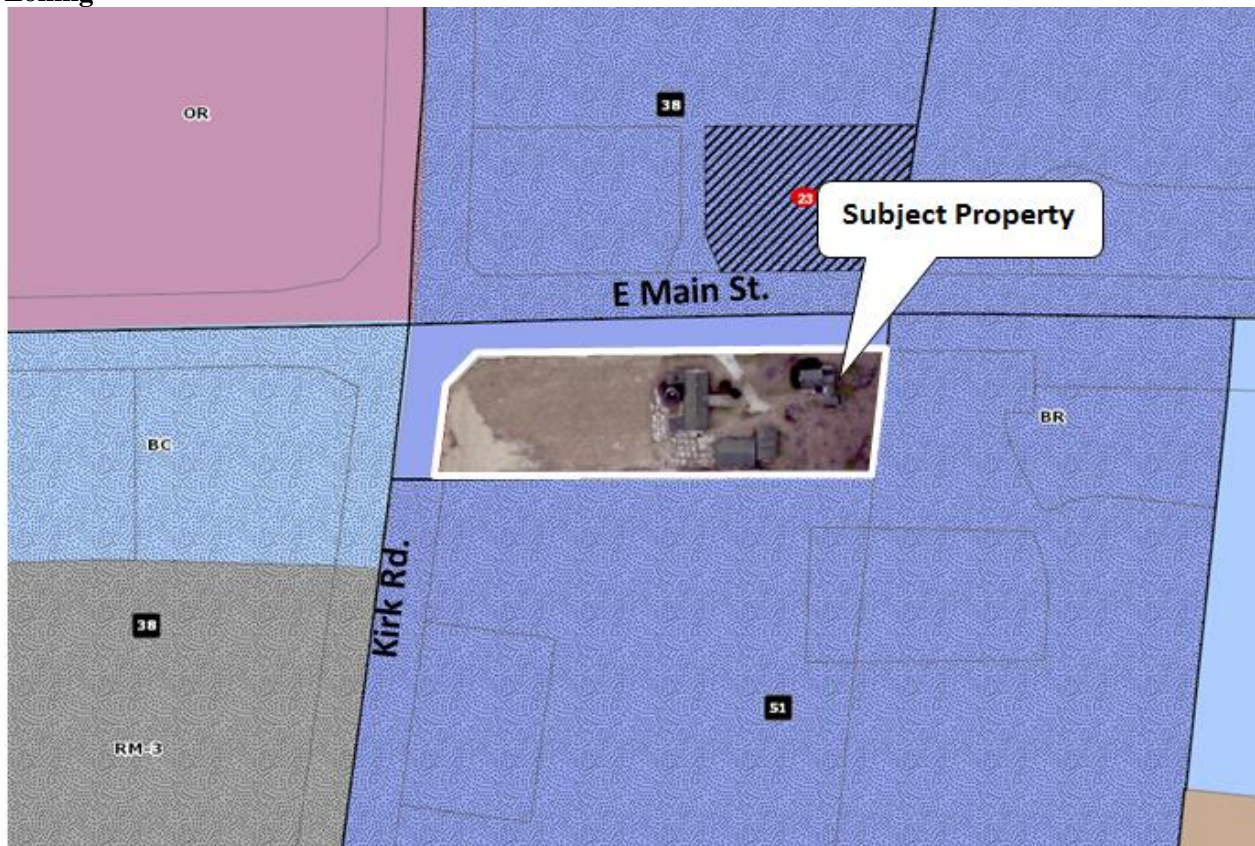
Purpose: Zoning approvals for development of a gas station and car wash

General Information:		
Site Information		
Location	Southeast corner of Kirk Rd. and E. Main St. (unincorporated)	
Acres	2.37 acres (103,237 sf)	
Applications:	Map Amendment, Special Use for Planned Unit Development, PUD Preliminary Plan	
Applicable City Code Sections	Ch. 17.04 – Design Review Standards & Guidelines Ch. 17.14 – Business & Mixed Use Districts Ch. 17.24 – Off-Street Parking, Loading & Access Ch. 17.26 – Landscaping & Screening Title 16 – Subdivisions & Land Improvement	
Existing Conditions		
Land Use	Vacant/formerly agriculture	
Zoning	F- Farming (Kane County Zoning)	
Zoning Summary		
North	BR Regional Business (PUD)	West Suburban Bank, On the Border
East	BR Regional Business (PUD)	Main Street Commons shopping center
South	BR Regional Business (PUD)	Main Street Commons shopping center
West	BC Community Business (PUD)	First American Bank
Comprehensive Plan Designation		
Corridor/Regional Commercial		

Aerial



Zoning



II. OVERVIEW

A. PROPERTY HISTORY

The subject property is a 2.37 acre parcel located at the southeast corner of Kirk Rd. and E. Main St. It is known as the Regole family homestead. The property contains several buildings including a house, barn, additional shed and corn crib. The buildings have been vacant for a number of years.

The Regole family once farmed around 300 acres of land in the surrounding area. The farmland was sold off over time, making way for development of the Main Street Commons shopping center surrounding the subject property on the east and south sides, and Stuart's Crossing to the north and west. The remnant homestead has not been annexed to St. Charles and remains under the jurisdiction of Kane County.

B. CONCEPT PLAN

In June of 2019, the City reviewed a Concept Plan for the subject property proposing development of a gas station with a convenience store and car wash. The Concept Plan was submitted by CIMA Developers, LP which was under contract to purchase the property at the time. Plan Commission provided comments on the plan, summarized as follows:

- High quality architecture and landscaping will be important due to the prominence of the intersection. Consider reversing the location of the convenience store building and the gas station canopy so the building is on the corner.
- The car wash building should be shifted to the south to reduce its visibility along Main St. Consider flipping the car wash entrance so any overflow stacking does not interfere with the main driveway intersection.
- A future traffic study should analyze vehicle circulation both internal to the site and through the cross-access drives, as well as car wash stacking.

C. PROPOSAL

CIMA Developers, LP have purchased the subject property. They have submitted zoning applications in support of developing the site with a Pride fueling facility, convenience store, and car wash. Details of the proposal are as follows:

- Annexation to the City of St. Charles.
- Rezoning to the BR Regional Business District with a Planned Unit Development (PUD).
- Fuel Facility (west side of property):
 - Canopy with 8 fuel pumps at the corner.
 - 1-story, 4,500 sf convenience store with quick-serve restaurant inside (Taco Urbano).
- Car Wash (east side of property):
 - 1-story, 1,650 sf automatic car wash.
 - 10 vacuum stalls.
- Right-in/right-out access on E. Main St.
- Cross-access to the east and south through Main Street Commons shopping center.

The PUD Preliminary Plan is similar to the Concept Plan reviewed last year. The following significant changes have been made to the site layout:

- The car wash building has been shifted south and is now set back from E. Main St. approximately the same distance as the convenience store.
- The car wash vacuums are now proposed to be accessed from the southern internal access drive instead of a separate area off the access drive.
- Additional areas for building foundation landscaping.

The following Zoning Applications have been submitted in support of this project:

1. **Map Amendment** – To rezone the property from the RE-1 Estate Residential District (automatic zoning designation of all newly annexed property) to the BR Regional Business District.
2. **Special Use for Planned Unit Development** – To establish a PUD with unique development standards for the property.
3. **PUD Preliminary Plan** – To approve preliminary engineering plans, landscape plan, building elevations, and preliminary plat of subdivision.

A Petition for Annexation has also been submitted. City Council will hold a public hearing on the annexation after the Plan Commission and Planning & Development Committee have provided recommendations on the zoning applications.

III. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the subject property as “Corridor/Regional Commercial”. The Plan states (p 39):

“Areas designated as corridor/regional commercial are intended to accommodate larger shopping centers and developments that serve a more regional function, drawing on a customer base that extends beyond the City limits. These areas often have a mix of “big box” stores, national retailers, and a “critical mass” of multiple stores and large shared parking areas. Areas designated for corridor/regional commercial are located primarily in larger consolidated areas along the City’s heavily traveled corridors and intersections. Commercial service uses can also have an appropriate place in corridor/regional commercial areas, but must be compatible with adjacent and nearby retail and commercial shopping areas and be located as to not occupy prime retail locations.”

The following items in the Commercial Areas Policies section relates to this project (p. 48):

“Promote a mix of attractive commercial uses along the Main Street Corridor that provide a range of goods and services to the St. Charles Community. A wide range of commercial uses exist along the Main Street corridor, providing a variety of goods and services to residents. As a primary east-west route through the City, Main Street contributes to the overall character, image, and appearance of St. Charles...The City should continue to promote reinvestment along this key commercial corridor and maintain Main Street as a unique commercial corridor that can accommodate a wide array of business types to cater to the diverse needs of the St. Charles community.”

“Focus retail development at key nodes/intersections along the City’s commercial corridors. Busy streets do not alone equate to demand for unlimited expanses of retail development. The market can only support so much commercial development, and within the City’s competitive market position, having expectations for all corridors to be retail may not be realistic.”

Instead, retail development should be clustered near key intersections and activity generators, like Main Street & Kirk Road and Lincoln Highway & Randall Road... ”

The subject property is located within the East Gateway Subarea. The East Gateway Improvement Plan on p.103 recommends the following improvements in the vicinity:

- Kirk Road & Main Street is a “Gateway Intersection”, with Kirk Road averaging nearly 25,000 vehicles per day and Main Street averaging over 48,000 vehicles per day. The plan recommends the City install gateway features such as signage, landscaping, decorative lighting, and pedestrian amenities in this area.
- Fill sidewalk gaps along the Main and Kirk frontages of the subject property.
- Sidewalk connection should be added from Main Street into the Main Street Commons shopping center.

The subject property is identified as part of Catalyst Site C in the East Gateway Subarea (p.104) which also includes the adjacent Main Street Commons shopping center. The discussion of Site C references high vacancy at Main Street Commons and the need for the City to work with the property owner to address issues impacting the commercial vitality of the shopping center. While Main Street Commons has recently undergone renovation and is fully leased, the last portion of the Site C discussion is relevant to the subject property:

“...The City should work with the owners of the parcels that comprise this site to...incorporate the development of the remaining farmstead at the corner of Kirk and Main Street to jumpstart its revitalization.”

IV. ANALYSIS

A. ZONING REVIEW

The subject property is currently zoned F- Farming under Kane County zoning. The applicant has submitted an application for Zoning Map Amendment requesting rezoning to the BR Regional Business District upon annexation to the City. An Application for Special Use for Planned Unit Development has also been submitted, requesting deviations from certain zoning standards.

The purpose of the BR Regional Business District as noted in the Zoning Ordinance is as follows:

“To provide locations along Strategic Regional Arterial corridors for shopping centers and business uses that draw patrons from St. Charles, surrounding communities and the broader region. The BR District consists primarily of large-scale development that has the potential to generate significant automobile traffic. It should be designed in a coordinated manner with an interconnected street network that is consistent with the City’s Comprehensive Plan. Uncoordinated, piecemeal development of small parcels that do not fit into a larger context are discouraged in the BR District. Compatible land uses, access, traffic circulation, stormwater management and natural features, all should be integrated into an overall development plan. Because this district is primarily at high visibility locations, quality building architecture, landscaping and other site improvements are required to ensure superior aesthetic and functional quality.”

The subject property is surrounded by BR zoning on three sides with BC Community Business zoning to the west. BR zoning is appropriate for this property based on surrounding zoning and its location at a gateway intersection.

Two uses are proposed for the property: Gas Station and Car Wash. Both uses are permitted in the BR District.

The table below compares the BR District bulk standards with the PUD Preliminary Plan. A PUD deviation has been requested for the item denoted in bold italics, as detailed below the table.

	BR District (proposed zoning)	Proposed
Min. Lot Area	1 acre (2 acres required for two buildings on one lot)	2.19 acres
Max. Building Coverage	30%	6%
Max. Building Height	40 ft.	Convenience Store: 21.5 ft. Car Wash: 15.5 ft.
Front Yard (Main St.)	Bldg: 20 ft. Parking: 20 ft.	Convenience Store: 26 ft. Car Wash: 24 ft. Parking (paving): 20 ft.
Interior Side Yard (east)	Bldg: 15 ft. Parking: 0 ft.	Car Wash: 55 ft. Parking (paving): 10 ft.
Exterior Side Yard (Kirk Rd.)	Bldg: 20 ft. Parking: 20 ft.	Convenience Store: 190 ft. Parking (paving): 20 ft.
Rear Yard (south)	Bldg: 30 ft. Parking: 0 ft.	Convenience Store: 81 ft. Car Wash: 109 ft. Parking: 5.7 ft.
Landscape Buffer Yard	Not Required	N/A
Off-Street Parking	Car Wash: 2 per bay + 10 stacking per bay Gas Station: 4 per 1,000 sf GFA (reduced by number of fuel pumps) Restaurant within convenience store: 10 per 1,000 sf GFA Total Required: 16 spaces (8 for Gas Station, 6 for Taco Urbano restaurant within C-Store, 2 for Car Wash)	34 parking spaces 11 car wash stacking spaces

PUD Deviation – The applicant has requested a zoning deviation to allow a reduced paving setback from the Kirk Rd. property line. A previous version of the plan proposed a 13 ft. setback from the corner of the property to the northwest corner of the fuel pump paving. However, the revised plan shows a 20 ft. setback in compliance with the BR district.

B. TRAFFIC & ACCESS

Direct access to the property is proposed via a right-in/right-out only access point on E. Main St. A new right turn lane on Main St. is also proposed. IDOT approval will be needed for the proposed design. IDOT reviewed the site plan prior to Concept Plan review and appeared to be supportive of the configuration.

No access on Kirk Rd. is proposed; KDOT was not supportive of access on Kirk to this lot due to the proximity to the Main/Kirk intersection.

Two internal drive connections through the Main Street Commons shopping center are also proposed: one at the east side of the property, connecting to the signalized shopping center entrance on Main St., and the other at the south side of the gas station for vehicles entering from the Kirk Rd. shopping center entrance. A Reciprocal Easement Agreement between CIMA Developers and Main Street Commons has been recorded which grants CIMA cross access easements through the shopping center as proposed.

Sidewalk connections are provided along Kirk Rd. and Main St., connecting to the existing sidewalk network. The applicant has submitted a letter requesting the City to incur the cost of the sidewalk installation. It is standard practice for developers to install public sidewalk at their expense as part of any new development.

Traffic Study:

The applicant has submitted a Traffic Study prepared by Eriksson Engineering Associates. The study concludes that the proposed development will not adversely impact the level-of-service of the intersections of the site entrances and the intersection of Main/Kirk.

The applicant also submitted a supplemental On-Site Circulation Memo prepared by Eriksson Engineering Associates analyzing on-site circulation, site access, and car wash stacking.

The Traffic Study and Circulation Memo were reviewed on behalf of the City by HLR Engineering.

HLR provided comments in a memo dated 6/23/20. HLR stated their agreement with the conclusions made in the Traffic Study. HLR also commented that they have no concerns regarding the internal circulation of the gas station. They also do not have major safety concerns about the internal access drive through the Panda Express/Orangetheory Fitness property since most vehicles are predicted to access the site from Main St. and the gas station will have different peak hours than Panda Express and Orangetheory.

The Traffic Study and Site Circulation Memo have been revised per HLR's comments. HLR reviewed the revised Traffic Study and noted one typo regarding dates in one of the tables, but otherwise had no remaining comments.

C. GAS STATION

Gas stations are subject to the use standards contained in Section 17.20.030, listed below.

1. Restaurants in gas stations shall be required to meet the parking requirements for restaurants in addition to those for gas stations.
 - *A quick-service restaurant, Taco Urbano, is proposed to locate within the convenience store. Based on 588 of restaurant area indicated on the convenience store floorplan, there is adequate parking to meet the requirement.*
2. Fuel pumps shall be located no closer than 20 feet from any lot line and shall be located so that a vehicle using the fuel pump does not encroach into the public right of way or onto adjoining property

- *The proposed canopy is a minimum of 42 ft. from the property line. The paved area for vehicle maneuvering is a minimum of 13 ft. from the property line; vehicles using the pumps will not encroach into the public ROW.*
- 3. Gas station canopies shall be subject to the lighting standards of Section 17.22.040 (Site Lighting). Gas station canopies shall also meet all applicable setback requirements for the principal building.
 - *A photometric plan has been submitted demonstrating compliance with the lighting standards of Section 17.22.040.*
 - *The gas station canopy meets the setback requirements for the principal building.*
- 4. The provisions hereof relating to Outdoor Sales shall apply if Outdoor Sales are included.
 - *The applicant has indicated that a 16 sf propane cage will be located on sidewalk adjacent to the convenience store. This complies with the standards related to outdoor sales accessory to gas stations.*

D. CAR WASH

The proposed car wash is located on the east side of the subject property. Vehicle stacking is on the west side of the building with vehicles travelling east into the car wash bay. Vehicles exit the facility via the internal access drive.

Car wash establishments are subject to the requirements of Section 17.24.100 “Drive-Through Facilities”. The table below compares the ordinance requirements with the PUD Preliminary Plan:

Category	Zoning Ordinance Standard	Proposed
Screened from Public Street	Stacking spaces concealed from view from public streets to greatest extent possible by orientation, design or screening	Meets requirement with landscape screening
Obstruction of Required Parking	Stacking spaces cannot obstruct access to required parking spaces	Meets requirement
Obstruction of Ingress/Egress	Location of stacking spaces cannot obstruct ingress/egress to the site or interfere with vehicle circulation	Meets requirement
Lane Configuration	Stacking spaces must be placed in a single line up to point of service	<i>Two stacking lanes</i>
Required Stacking Spaces	10	11 (two lanes)
Required Stacking Space Size	9' x 20'	9' x 20'

PUD Deviation – The applicant has requested the following zoning deviation from the Drive-Through Facilities standards:

- Proposed vehicle stacking is accommodated in two lanes instead of a single lane. A dual pay station kiosk can accommodate two cars at a time. The application materials indicate this will maximize car wash speed time and that the conveyor style car wash system allows for multiple cars in the wash bay at the same time.

E. LANDSCAPING

A landscape plan has been submitted as part of the PUD Preliminary Plan. Landscaping is subject to the standards contained in Ch. 17.26 “Landscaping & Screening”. The table below

compares the ordinance requirements with the submitted plan. Requirements that are not met are denoted with an asterisk*.

Category	Zoning Ordinance Standard	Proposed
Overall Landscape Area	15%	Meets requirement (37%)
Public Street Frontage Landscaping	1 tree / 50 ft. of street frontage (Main St: 12 trees Kirk Rd: 3 trees) 75% of street frontage	Main St: 8 trees* Does not meet street frontage* Kirk Rd: 2 trees* Meets street frontage
Parking Lot Screening	50% of parking lot to height of 30"	Meets requirement
Interior Parking Lot Landscape Area	1 landscape island / 10 parking spaces All parking rows terminate in landscape area	Meets requirement
Parking Lot Landscape Materials	1 tree per island Variety of plantings in islands	Meets requirement
Building Foundation Landscaping		
<i>Foundation Planting Beds</i>	50% of total building walls; 50% of walls facing a public street (Main St.) 5 ft. wide planting beds	Meets requirement
<i>Foundation Plantings</i>	20 shrubs/bushes/perennials per 50 ft. of planting bed	Meets requirement
<i>Foundation Trees</i>	2 trees per 50 ft. of planting bed	Additional trees needed*
Monument Sign Landscaping	3 ft. around sign	Meets requirement
Refuse Dumpster Screening	Enclosed and screened on all sides when visible from public street	Meets requirement

Staff Comments:

- 4 additional trees are needed along Main St. and 1 additional tree is needed along Kirk Rd.
- Landscaping is needed along 75% of the 20 ft. setback area along Main St. Additional plantings are needed.
- Additional trees are needed within the foundation planting beds of both the convenience store and car wash:
 - Convenience Store north wall: 1 additional tree is needed (3 are provided and 4 are required).
 - Gas Station north wall: 1 additional tree is needed (2 are provided and 3 are required).

PUD Deviations:

- A deviation has been requested to reduce the width of the foundation planting bed along the west wall of the convenience store from 5 ft. to 3 ft. It appears the building could be shifted east to accommodate the required 5 ft. wide planting bed. The previous version of the plan provided an 8 ft. planting bed. The revised plan adds a 5 ft. sidewalk along the west elevation which connects to sidewalk along Main St. This reduced the planting bed to 3 ft.

F. BUILDING ARCHITECTURE

Architectural elevations for the convenience store and car wash have been submitted. The primary wall material of both buildings is wood siding. Metal awnings are incorporated, as well as transparent storefront windows along E Main St. The rooflines, materials and detailing exhibit a barn inspired motif.

Buildings in the BR District are subject to the Design Review requirements of Section 17.06.030 Standards and Guidelines – BL, BC, BR, & O/R Districts. The elevations meet the applicable standards.

A rendering has also been submitted for the gas station canopy. Brick columns are proposed which match the brick on the monument signs.

Staff Comments:

- The design of the canopy does not relate to the design of the convenience store and car wash buildings in terms of materials. Brick columns are proposed, while brick is not used on the buildings. Cedar finish columns like those used on the buildings could be incorporated instead of brick. However, the proposed masonry would likely be more durable. If the Plan Commission has a preference on column materials, that should be expressed during the meeting.

G. SIGNAGE

A signage plan has been submitted. Signage is subject to the requirements of Ch. 17.28 “Signs”. Proposed is the following:

- Three monument signs with brick bases/columns:
 - 15 ft. electronic price sign at the corner of Main and Kirk.
 - 6 ft. sign at the eastern access drive near the signalized Main Street Commons entrance (off-site sign).
 - 5 ft. sign at the Main Street Commons entrance off Kirk Rd. (off-site sign).
- Convenience Store:
 - 4 wall signs; 2 on the north and 2 on the south elevations, advertising The Pride and Taco Urbano.
- Gas Station Canopy:
 - 2 Mobil signs attached to the canopy, on the north and west sides.
- Car Wash:
 - 1 Pride Car Wash sign on the south elevations.
 - “Welcome” and “Car Wash Exit” signs at the bay entrance and exit. These informational/directional signs will not be counted as wall signs.
- Directional Sign:
 - To be placed on top of a stop sign post near Ross, with arrows directing vehicles to The Pride, Panda Express, and Orangetheory Fitness.

PUD Deviations – The applicant has requested deviations from the signage requirements of Ch. 17.28, as follows:

- Off-premise signs are not permitted. Proposed is to permit three off-premise signs, one monument sign at each of the Main Street Commons access points off Main St. and Kirk Rd. and one directional sign within the shopping center. A Reciprocal Easement Agreement between CIMA Developers and Main Street Commons has been recorded which grants CIMA the right to place and maintain these signs on the Main Street Commons property.

- Two wall signs are permitted for the convenience store due to the two street frontages. Proposed are four wall signs.
- A 10 ft. setback is required for freestanding signs. The proposed monument sign at the corner of Main St. and Kirk Rd. is set back 3 ft. from the property line.

H. SITE LIGHTING

A photometric plan has been submitted. Lighting levels at property lines and gas station canopy lighting comply with the standards contained in Section 17.22.040 “Site Lighting”.

I. PLAT OF SUBDIVISION

A Preliminary Plat of Subdivision has been submitted as part of the PUD Preliminary Plan. A single lot for the development is proposed. Approx. 11 ft. of right-of-way along E Main St. is to be dedicated to Illinois Department of Transportation. Along Kirk Rd., approx. 12.5 ft. of right-of-way is to be dedicated to Kane County Department of Transportation. The proposed public sidewalk falls within the new IDOT and KDOT right-of-way, with the exception of a stretch at the northeast corner of the subject property. A public sidewalk easement is proposed in this location.

A Final Plat of Subdivision will be reviewed should the project move forward. The Final Plat will need to be approved by both KDOT and IDOT in addition to the City.

J. ENGINEERING REVIEW

City staff reviewed an initial submittal of the preliminary engineering plans and provided review comments to the applicant. Revised plans have been submitted and are under review. Any outstanding comments will need to be addressed prior to City Council approval of the PUD Preliminary Plan.

A portion of an existing detention pond that provides stormwater management for Main Street Commons is located over the proposed eastern cross-access drive. The existing pond will be modified and an additional pond will be added on the east side of the subject property. The aforementioned Reciprocal Easement Agreement between CIMA Developers and Main Street Commons demonstrates agreement among the property owners for sharing detention, construction and maintenance.

V. **PLAN COMMISSION RECOMMENDATION**

Plan Commission held a public hearing on July 7, 2020 which was continued to July 21 and August 4. On August 4, Plan Commission voted 8-1 to recommend approval, subject to resolution of outstanding staff comments prior to City Council action.

A summary of the items discussed during the hearing is provided in a separate Staff Memo dated 8/6/20.



CIMA DEVELOPERS, LP

30W180 Butterfield Road
Warrenville, IL 60555

O: (630) 653-1700

F: (630) 791-8283

October 22, 2019

City of St. Charles
Community and Economic Development/Planning Division
Two East Main Street
St. Charles, IL 60174-1984

RE: Request for Relief to construct Public Sidewalks on Proposed SEC Main St & Kirk Road Development

To Whom It May Concern:

Please allow this correspondence to serve as CIMA Developers, LP's (Developer) formal request to have Public sidewalk costs associated with the proposed development to be incurred by the City of St. Charles.

On our current site plan dated April 3, 2019, we show approximately 700 LFT of sidewalk running the entire length of the frontages of the site.

We depict it on the plan, however our intent is to **not** have to incur the costs of that Public sidewalk. We feel this should be the responsibility of the City, especially since this development would be part of an Annexation. We are not asking for any type of TIF, we are not asking for any type of tax abatement, or any other type of relief. With the additional costs of all the other requirements on this property that we will need to incur, (stormwater, retaining walls, etc) we feel this is a very reasonable request.

Thank you and we will look forward to the City's overall review and Staff notes, and subsequent approval of this request.

Regards,

Dan Soltis
Vice President of Real Estate
CIMA Developers, LP.

From: [Colby, Russell](#)
To: [Johnson, Ellen](#)
Subject: FW: CIMA Developers The PRIDE of Kane County Pheasant Run property
Date: Thursday, August 6, 2020 1:19:55 PM

Russell Colby | Assistant Director of Community & Economic Development
2 E. Main Street, St. Charles, IL 60174-1984
phone: 630.762.6925 | fax: 630.377.4062 | www.stcharlesil.gov
rcolby@stcharlesil.gov

CITY OF ST CHARLES, ILLINOIS

From: Daniel Soltis <dsoltis@cimadevelopers.org>
Sent: Thursday, July 2, 2020 11:11 AM
To: Colby, Russell <rcolby@stcharlesil.gov>
Cc: Mario Spina <mspina@parentpetroleum.com>
Subject: CIMA Developers The PRIDE of Kane County Pheasant Run property

Russell,

We have recently spoken regarding the Pheasant Run property and its current status and potential for new development.

Please note that it has been brought to our attention that the current brokers for the property have received multiple interest from major Gas/Convenience store users, including multiple Letters of Intent for that hard corner (SEC North & Kautz) of that property, and a preliminary site plan layout depicts a gas station/convenience store offer.

On the eve of our upcoming Plan Commission meeting next week, we wanted to clearly communicate to the City that we need to have guarantees from the City, and it is written into our Zoning approval, that no other new PUD's or Zoning approvals for Gas Station/Convenience Stores will be granted in St. Charles off of North Ave.

There are already a great deal of Gas Stations in St. Charles off North Ave West of the Corner (Circle K Shell, BP next to Carwash, Shell downtown St. Charles, 7Eleven Mobil, BP across from Rookies, plus a few more), and this should not be a concern to stop the approval of any other Stations in the future. Obviously, if they are currently a Station, that is not an issue, as we have already accounted for the current competition.

We have worked diligently on this project and are excited to present our PRIDE of Kane County plan to City Officials, but we do not want to be put into a position to spend Millions of Dollars on this corner to have the City approve another station right down the Street, now or in the future.

We certainly hope you can understand our position.

We are available for further communication on this, and I have cc'd Ownership on this correspondence.

Regards,

Dan Soltis | VP Real Estate | CIMA Developers, LP
30W180 Butterfield Rd., Warrenville, IL 60555 | O: 630.653.1700 F: 630.791.8283
dsoltis@cimadevelopers.org | Please Visit: www.cimadevelopers.org



July 20, 2020

Dear Commissioners ,

I read the letters from Jayme Muenz and Mony Bryant. I agree with their conclusion.

“A through review of the Plan as a whole makes clear that this proposal does not meet the requirements or objectives of the agreed-upon Plan for development. Therefore, it would be recommended that the Commission deny this proposal and allow the land owner to work with new developers on an alternative plan that conforms to the guidelines of the Comprehensive Plan.”

Does the City of Saint Charles have needs assessments studies? Is a gas station, car wash, convenience store, taco restaurant required for the current population? Will a new facility detrimentally effect the current St. Charles businesses?

As an eighteen year resident, the traffic at the proposed intersection is already heavy; this is an observation from a resident - not a traffic study conducted in 2017. In the morning, from northbound Kirk Road, turning right/east on to Main Street, the right turning lane could have ten+ cars waiting to turn. I passed through this intersection daily for years while traveling to work - it is already busy! Will a gas station create additional traffic on Kirk and North Avenue?

Thank you in advance for reading my concerns. My thoughts are as a resident. I share a concern for the optics of a gas station, convenience store, car wash combination projects as we enter our city. My concerns are for existing businesses being pushed aside and is there even a need for these services? My concerns are for traffic

on a road currently being used by both cars and buses transporting students to Wredling Middle School and St. Charles East High School.

Elaine Delves

1138 Hidden Glen Circle

July 6, 2020

Attn: St. Charles City Council Plan Commission

Re: SE Corner of Kirk Rd and East Main Street – Special Use for PUD – 7/7/2020

Dear Commissioners:

Thank you for the opportunity to share my thoughts as a resident of St. Charles. I have called this beautiful city home for over 15 years, and am happy every day that my husband and I thoughtfully decided to start and raise our family here. Our first St. Charles home was in Ward 1, and we moved a few years ago to Ward 2. We have watched many changes over that 15 years to the east side, and have a commitment to ensuring the needs and image of this side of the city are not overlooked or the importance of this corridor undervalued, as many resources have been drawn toward the historic district. After recently learning of the development opportunity that has been presented for the south east corner of Kirk Road and East Main Street, I reviewed the most recent version of the Comprehensive Plan and found some inconsistencies between the proposal at hand and the guiding Plan.

This annexation affords the City and this commission the unique opportunity and ability to strategically plan this important site within our eastern corridor. It is very important to note that the property in question has never come up for sale until this proposal, and there are numerous other types of developers who would have keen interest in an intersection with this level of access and visibility. That is to say, there are many other opportunities for this land use that would better meet the strategic vision and goals set forth by the City. As the site is adjacent to the near-capacity Main Street Commons shopping center, many developers will find this an attractive site when they learn of the availability of the parcel.

The Plan indicates that the purpose is to set a course to guide land use decision-making to ensure the City continues to improve upon its legacy with an eye toward the future. In the East Gateway Subarea Plan section, the intersection in question for this proposal indicates that the East Gateway of St. Charles is centered at the intersection in question today. Since moving to the area, we have seen many changes to the retail and restaurant businesses on the east side. Recent changes in occupancy of several plazas have been very positive, and leave us hopeful for a continued improvement in that arena.

The unfortunate and continued stalled reinvention of the Charlestown Mall property, combined with the closure and recent dilapidation of the Pheasant Run property, have left the gateway into our beautiful city less than ideal. As a vast majority of travelers come down Route 64 to visit, they enter through what appears to be neglect and untended property. While hopefully rectified soon, the Pheasant Run property is visibly falling apart, and the grass overgrown. The vacancy of the mall and out lots are obvious as well, even with the wonderful additions of the Starbucks and Cooper's Hawk buildings. As stated in the East Gateway Subarea Plan, a goal of the City is to keep this area economically healthy and aesthetically attractive.

It is stated in the Plan that a goal is to create, "Attractive streets and sites to distinguish the Subarea and key corridors from neighboring communities." In reviewing the proposed plan, the proposed usage would do quite the opposite. The travelers from both I-88 and I-355 pass almost a dozen gas stations and car wash establishments before reaching St. Charles. Rt. 64 and Rt. 59 have 4 car wash facilities, and 2 gas stations, alone. A gas station and car wash, accompanied by a restaurant, would be

indistinguishable from driving through West Chicago, for example. Opportunities for residents and visitors to get self and full-service car washes, and gasoline, are abundant within the City already.

I would also point out from the recent Annual Report by the St. Charles Police Department that in this same corridor at the intersection of East Main Street and Dunham Road finds ranks **number one** in the top ten intersection crash locations of 2019. It is the number 5 location of 2019's top ten roadway crash locations, tied by number of crashes with 4000 East Main Street (adjacent to the intersection in the proposal at hand), and one fewer than 3700 East Main Street (also adjacent to the intersection in this proposal at hand). This intersection also happens to have a Shell gas station, and the multiple cars entering and exiting at all times have a great impact on the safety of this intersection. It is a far less busy intersection than the parcel in question, which currently ranks 3rd, and 4th based on address on the 2019 top ten roadway crash locations in the City. Adding a high-volume of traffic entering and exiting at this intersection would be counter to the statement in the Main Street Subarea Plan of creating, "a more efficient corridor at the City-wide level." It is also counter to the statement in this section of the Plan to create, "A corridor that presents a unified image and identity for St. Charles."

A through review of the Plan as a whole makes clear that this proposal does not meet the requirements or objectives of the agreed-upon Plan for development. Therefore, it would be recommended that the Commission deny this proposal and allow the land owner to work with new developers on an alternative plan that conforms to the guidelines of the Comprehensive Plan.

Thank you for the opportunity to share my thoughts and concerns, and for your valued service to our beautiful community.

Sincerely,

Jayne Muenz

27 Southgate Course

Johnson, Ellen

To: Sanchez, Christine
Subject: RE: Plan Commission -Proposal

From:
Sent: Monday, July 06, 2020 5:25 PM
To: CD
Subject: Plan Commission -Proposal

Commissioners:

I have lived in St Charles for 14 years, and my husband, 3 boys and I love where we live and are active in our community.

We have lived in Ward 2 for 9 years and have watched the many changes on the east side of town, including the demise of the mall with no real progress other than Cooper's Hawk and Starbucks.

The image of this side of the city is important, but oftentimes feels overlooked.

After learning of the development opportunity that has been presented for the south east corner of Kirk Road and East Main Street, I set out to learn more.

The Comprehensive Plan indicates that the purpose is to guide land use decision-making to ensure the city continues to improve upon its legacy with an eye toward the future.

As stated in the East Gateway Subarea Plan, a goal of the city is to keep this area economically healthy and aesthetically attractive. It is stated in the Plan that a goal is to create, "Attractive streets and sites to distinguish the Subarea and key corridors from neighboring communities." The proposed plan of a car wash and gas station would not support that statement.

How does another gas station and car wash distinguish us from West Chicago, Batavia on Kirk Rd, etc.? Visitors pass numerous gas stations and car washes before reaching St. Charles. There is not distinguishing change from one city to the next -Rt. 64 and Rt. 59 have 4 car wash facilities, and 2 gas stations just east of us.


Additionally, my neighbors and I have reviewed the recent Annual Report by the St. Charles Police Department in this same corridor as the proposal, and the intersection of East Main Street and Dunham Road ranks the **number one** in the top ten intersection crash locations of 2019. It is the number 5 location of 2019's top ten roadway crash locations, tied by number of crashes with 4000 East Main Street (adjacent to the intersection in the proposal at hand), and one fewer than 3700

East Main Street (also adjacent to the intersection in this proposal at hand). This intersection also happens to have a gas station, and the multiple cars entering and exiting at all times impact the safety of this intersection. It is a far less busy intersection than the proposed plan for the parcel in question, which currently ranks 3rd, and 4th based on address on the 2019 top ten roadway crash locations in the City. Adding a high-volume of traffic entering and exiting at this intersection would be counter to the statement in the Main Street Subarea Plan of creating, “a more efficient corridor at the City-wide level.” It is also counter to the statement in this section of the Plan to create, “A corridor that presents a unified image and identity for St. Charles.”

Our neighbors and our review of the Comprehensive plan and of the 2019 annual police report makes it clear that this proposal does not meet the requirements or objectives of the agreed-upon plan for development. We can do better. I strongly encourage the Commission to deny this proposal and ask the developer to return with alternative plan that meets the guidelines of the Comprehensive Plan and is in the best interest of development on the East side of our city.

Molly Bryant
29 Southgate Course

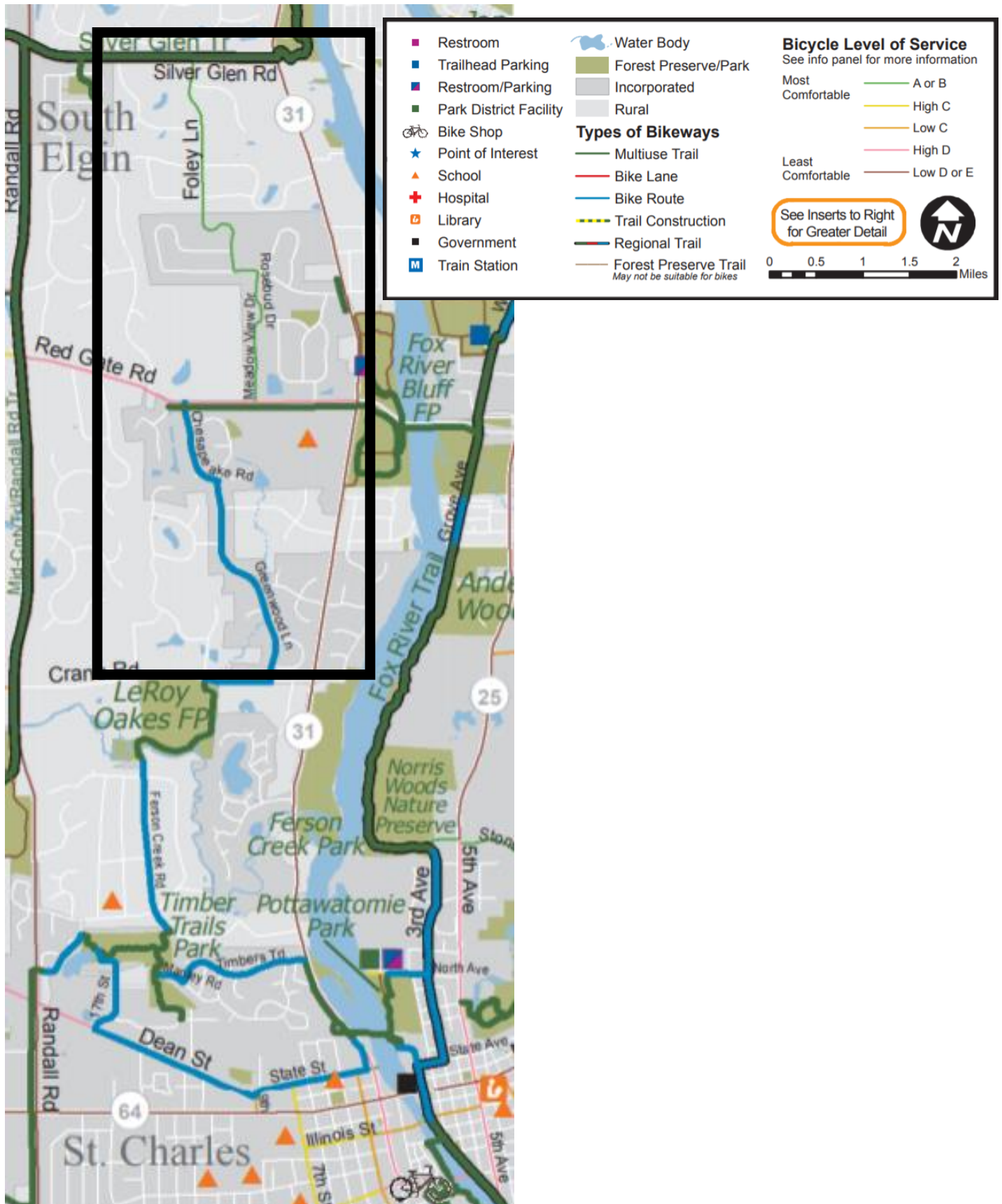
Sent from my iPhone

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: 4g
	Title:	Consideration of a request regarding The Reserve of St. Charles bike path.	
	Presenter:	Ellen Johnson	
Meeting: Planning & Development Committee Date: September 14, 2020			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
<p>Executive Summary <i>(if not budgeted please explain):</i></p> <p>The Reserve of St. Charles subdivision is located on the west side of Rt. 31, north of Red Gate Road. The subdivision was approved in 2004. Approved plans included a 10 ft. wide bike path along Rt. 31 for the length of the subdivision, within HOA open space. The strip of land identified for the bike path is owned by the City. The southern portion of the bike path has been constructed while the northern portion has not.</p> <p>The City holds a Letter of Credit for the cost of outstanding subdivision improvements required to be completed by the developer. This includes \$23,805 (115% of \$20,700 cost estimate) for construction of the bike path. Omni-Tech LLC (Meritus Homes) purchased the property from the original developer, Ryland Group, in 2009. Gary Janko of Omni-Tech has submitted a letter requesting the obligation of constructing the bike path be removed from the Letter of Credit. The HOA would then receive the funds for planting improvements.</p> <p>Staff is seeking a recommendation from the Committee on the following:</p> <ol style="list-style-type: none"> Whether the City should require the developer to construct the Rt. 31 bike path. Does the City wish to retain ownership of the strip of land identified for the bike path? As an alternative, an easement could be granted to the City for future use, should a bike path network be planned along Rt. 31. <p>From Staff's perspective, it may not be practical to require construction of the bike path given the lack of connectivity along Rt. 31. Doing so would not appear to serve a public purpose and the City would need to take on maintenance of the path.</p> <p>There are no bike paths or sidewalks along Rt. 31 to the north or south of The Reserve. To the north is unincorporated, with an unincorporated parcel interrupting the planned bike path through The Reserve. No paths exist along Rt. 31 until The Timbers subdivision just north of downtown.</p> <p>Since The Reserve was approved in 2004, north-south and east-west bike route linkages have been completed in the vicinity. Connection is provided to the Red Gate Road bike path via street connections internal to The Reserve and Rivers Edge to the south. From a regional perspective, Foley Lane serves as a bike route from Silver Glen Rd. to the north, through The Reserve, down to Red Gate Road, then connects south to Greenwood Lane which reaches Crane Road. Kane County DOT does not identify Rt. 31 as a planned future bike route. (See attached maps)</p>			
<p>Attachments <i>(please list):</i></p> <p>Subdivision Map, Regional Bike Route Map, Letter from Gary Janko, Land Improvement Agreement</p>			
<p>Recommendation/Suggested Action <i>(briefly explain):</i></p> <p>Based on the reasons outlined in the summary above, Staff has no objection to the request, but is seeking direction from the Committee on the following items:</p> <ol style="list-style-type: none"> Whether the City should require the developer to construct the Rt. 31 bike path. If not, does the City wish to retain ownership of the strip of land identified for the bike path? As an alternative, an easement could be granted to the City for future use. <p>Based on the direction, Staff will determine what documents will need to be prepared and/or amended to facilitate removal of the bike path from the Letter of Credit.</p>			

Subdivision Map



County Bike Map



July 29, 2020

Ellen Johnson
City of St. Charles
Planning & Zoning

I am writing to you concerning the Reserves of St. Charles subdivision which was purchased by Omni-Tech LLC, an entity of which I am the majority owner and Manager.

The original developer was the Ryland Group, Inc. and Omni-Tech LLC purchased the development from Ryland in July 2009. Omni-Tech and a related company of mine, Meritus Homes, Inc. have been building out the single-family homes in the subdivision over the last 10 years.

Concurrently with the purchase of the property from Ryland Group, Omni-Tech, LLC entered into a Land Improvement Agreement with the City of St. Charles to clarify the outstanding development obligations that remain for the Reserves of St. Charles. These obligations and the Letter of Credit requirements which provided the surety for these improvements were broken into Phases 1 and 2 and a separate surety amount for Phase 3. All of the development requirements for Phase 1 and 2 have been completed and the corresponding surety reduced for these obligations except for the "Bike Path" listed on the "Engineers Opinion of Probable Cost" for an amount of \$20,700 which is securitized by a letter of credit amount equal to 115% of that amount equal to \$23,805. Phase 3 improvements, per the Land Improvement Agreement and securitized by a Letter of Credit for \$343,000.00 still remains. A copy of the Land Improvement Agreement is attached.

Recently, Omni-Tech LLC and Meritus Homes, Inc. were approached by The Reserves of St. Charles Homeowners Association to discuss some issues they have with the adjoining property owner who is trespassing on to the Association's property. I believe they are in the process of applying for a home permit to restrict this neighbor from using the HOA's property. During discussions with the HOA, the subject about the bike path came up and we informed the HOA that Omni-Tech has a Letter of Credit up for \$23,805 for payment towards a bike path through their property that the City of St. Charles has a deeded exclusive right over. There was a discussion about why a bike path was even planned through the property and since Omni-Tech LLC was not involved in the original planning we could not answer that. After conducting a Google Earth search, there are no other surrounding properties that have a bike path on their property, thus this bike path would appear to go nowhere.

The concept was discussed to have Omni-Tech LLC pay the HOA the \$23,805, (the Letter of Credit amount), to the HOA to do additional planting improvements to the HOA property upon which the Letter of Credit would be returned to Omni-Tech LLC and the obligation for the bike path removed from the Land Improvement Agreement.

The HOA representatives informed us that Omni-Tech LLC needed to write a letter requesting this modification and this would be reviewed by The City Development Committee.

Please let us know if you have any further questions concerning this request as the HOA is moving forward and has asked us for any updates. I am sure you could contact the HOA directly to support this request.

Sincerely,

Omni-Tech, LLC


Gary Janko
Manager

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of July, 2009, by and among the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, having its principal offices at 2 E. Main Street, St. Charles, Illinois (hereinafter called the "City"), Omni-Tech LLC, an Illinois limited liability company (hereinafter called "Developer") and The Ryland Group, Inc., a Maryland corporation (hereinafter called "Original Developer:").

WITNESSETH:

WHEREAS, on or about February 9, 2006, the City granted final subdivision approval to that certain Plat of Subdivision prepared by Cemcon, Ltd. recorded with the Kane County Recorder's Office on February 9, 2006 as Document No. 2006K015402, Certificate of Correction thereto recorded on February 14, 2006 as Document No. 2006K016494 and Certificate of Correction thereto recorded on May 30, 2006 as Document No. 2006K058157 (as so corrected, the "**Final Plat**"), with respect to the property legally described (and described by phases) on Exhibit "A" attached hereto which is, by this reference, incorporated herein ("Project Realty") so as to permit the construction of a residential development named The Reserve of St. Charles ("Project") by the Original Developer; and,

WHEREAS, pursuant to that certain Partial Assignment of Annexation Agreement and Prepaid Impact Fees executed by the Original Developer, a copy of which attached hereto as Exhibit "C", the Developer has acquired a portion of the Project Realty legally described on Exhibit "A-1" attached hereto which is, by this reference, incorporated herein (the "Subject Realty") from the Original Developer, who completed some, but not all, of the Land Improvements required by the St. Charles Municipal Code (the "City Code"); and,

WHEREAS, this Agreement is entered into as provided by Section 16.12.220 of the City Code.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the Land Improvements for the Project which have not yet been completed and accepted by the City, including but not limited to the following: storm sewer systems, including all appurtenances thereto, curbs, final lift paving for streets, street lighting in phase 2, sidewalks, seeding, bike path and parkway tree plantings, as described in Exhibit "B" (the "Developer Obligations"). The Developer Obligations shall not include any obligations with respect to the off site sanitary sewer and the off site sanitary sewer lift station previously completed by the Original Developer, accepted by the City and covered by the \$322,976.71 maintenance security previously posted by the Original Developer with the City. Any repairs or renewals to such off site sanitary sewer and off site sanitary sewer lift station during the warranty period therefore and determined by the Development Engineering Division Manager to be necessary following final inspection thereof by the City shall remain the obligation of the Original Developer (the "Original Developer's Obligations"). All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles and that certain Annexation Agreement recorded with the Kane County Recorder's Office on May 10, 2005 as Document No. 2005K052734 (the "**Annexation Agreement**") and Annexation Ordinance No. 2005-M-9 recorded with the Kane County Recorder's Office on May 10, 2005 as Document No. 2005K052735 (the "**Annexation Ordinance**"). Such Land Improvements are identified on the Final Engineering Plans (the "Final Engineering Plans") prepared by Cemcon, Ltd., dated April 20, 2005, and bearing the latest revision date of April 7, 2006, together with any amendments thereto approved by the City, and shall be constructed in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the City and/or other agreements between the City and Developer.

2. Attached hereto and incorporated herein as Exhibit "B" is a complete cost estimate for the construction of the required Land Improvements (the "Engineer's Estimate"). The City Code and/or any applicable ordinance or agreement provides that the Developer shall collateralize its obligation to construct all required Land Improvements. The Developer shall submit either a performance bond or letter of credit (the "Surety"). Whichever form of surety Developer provides shall be issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Surety shall contain such terms and provisions

required by the City Code, shall be subject to approval by the City Attorney of the City and shall be deposited with the City simultaneously with the execution of this Agreement. At such time as the Surety is so deposited by the Developer, and simultaneous with its receipt thereof, the City shall return Surety Bond No. 929378893 to the Original Developer.

Said Surety shall be in a principal amount of not less than one hundred fifteen percent (115%) of the approved Engineer's Estimate.

The Surety may provide for its reduction from time to time, based upon the Development Engineering Division Manager's determination of the value of any of the Land Improvements installed. The Development Engineering Division Manager's recommendation shall not be subject to question by the Developer. In no event shall the Surety be reduced to an amount less than one hundred fifteen percent (115%) of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements. So long as any portion of the Land Improvements remain uncompleted or unaccepted, the Developer shall not permit the Surety to expire, but shall, at least ninety (90) days prior to its expiration date, cause said Surety to be renewed. Failure of the Developer to renew said Surety shall be a breach of this Agreement. Any language in the Surety with respect to its reduction shall be subject to the approval of the City Attorney. In no event shall the Development Engineering Division Manager's authorization for a reduction to the Surety constitute final acceptance of any of the Land Improvements.

3. Developer shall furnish qualified field supervision for the installation of all Land Improvements in the person of a professional engineer licensed in the State of Illinois.

4. Developer will pay to the City all plan review, inspection and other fees as required by the City's form of Reimbursement of Fees Agreement or otherwise required by the City Code.

5. The Developer shall furnish the City with evidence of liability insurance in the amount of at least \$1,000,000/\$2,000,000 covering the construction activities of the Developer contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better or the carrier certificate attached hereto. Such certificate of insurance shall be deposited before the commencement of any work by the Developer. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the City. Should the Developer allow such liability insurance to terminate prior to the final acceptance of all of the Land Improvements, the City may have recourse against the Surety for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the Land Improvements.

6. The Developer, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the City, or its agents, servants and employees, arising out of any of the Developer's construction activities contemplated by this Agreement.

7. Developer shall cause the Land Improvements to be completed, and as-built drawing tendered to the Development Engineering Division Manager, within two (2) years of the date of this Agreement, unless such time period is extended in writing by the City pursuant to the City Code.

If work relating to the Land Improvements is not completed within the time prescribed herein, the City shall have the right, but not the obligation, to provide for completion by drawing on the Surety in addition to any other available remedies.

8. Upon completion of any Land Improvement and, further, upon the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Land Improvement has been completed in conformance with this Agreement, the Annexation Agreement, the City Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Development Engineering Division Manager shall, within twenty (20) days after the City receives the aforesaid

certification from the Developer's engineer, either (i) recommend to the City's corporate authorities final acceptance of said Land Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Land Improvement, specifically citing sections of the final engineering Plans and Specifications, the City Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Development Engineering Division Manager. Should the Development Engineering Division Manager reject any Land Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Land Improvement such corrections or modifications as may be required by the Development Engineering Division Manager. The Developer shall cause the Land Improvement to be submitted and resubmitted as herein provided until the Development Engineering Division Manager shall recommend final acceptance of same to the corporate authorities of the City and the corporate authorities shall finally accept same. No Land Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the City, Developer agrees to convey and transfer those Land Improvements which are deemed to be public improvements to the City by appropriate Bill(s) of Sale.

9. The Developer guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said Land Improvements will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All Land Improvements shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be warranted by the Developer for a period of twelve (12) months from the date of final acceptance by the City.

To partially secure the Developer's warranty, at the time or times of final acceptance by the City of the installation of any Land Improvement in accordance with this Agreement, Developer shall deposit with the City a Maintenance Surety in the amount of fifteen percent (15%) of the Engineer's Estimate of the Land Improvement finally accepted by the City. This Surety shall be deposited with the City and shall be held by the City.

The Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this maintenance warranty and shall leave the Land Improvements in good and sound condition, satisfactory to the City and the Development Engineering Division Manager, at the expiration of the warranty period. In said event and at the expiration of such period, said Maintenance Surety(s) shall be returned to the Developer.

If during said warranty period, any Land Improvement shall require any repairs or renewals, in the opinion of the Development Engineering Division Manager, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Development Engineering Division Manager of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within thirty (30) days of such notification, or such additional time due to weather delays which shall extend the repair period for like number of days, as approved by the City, the City may cause such work to be done, either by contract or otherwise, and the City may draw upon said Maintenance Surety to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Surety, the Developer will remain liable for any additional cost or expense incurred in the correction process.

The Developer's warranty and maintenance obligations under this Agreement are applicable to all of the Land Improvements for the Project, whether originally constructed by the Developer or the Original Developer, except for the off site sanitary sewer and lift station described in paragraph 1.

10. The Developer shall furnish the City with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

11. The Developer shall be responsible for the maintenance of the Land Improvements until such time as they are finally accepted by the City. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the Land Improvements compliant with the Plans and Specifications at the time of their final acceptance by the City.

12. Developer shall be responsible for any and all damage to the Land Improvements which may occur during the construction of the Subject Realty irrespective of whether the Land Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Land Improvements installed within, under or upon the Subject Realty resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

13. The rights and remedies of the City as provided herein, in the ordinances of the City and/or in any agreements between the City and Developer regarding the Subject Realty, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall arise. Failure of the City, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the City's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the City is not required to be given.

14. From and after the date on which the Development Engineering Division Manager notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the City, upon demand, all of the City's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

15. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. The Developer shall provide written notice to the City not less than fourteen (14) days prior to any assignment of this Agreement.

16. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

17. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the City Code. To the extent that this Agreement does not address an applicable provision of the City Code, the City Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the City Code has not been addressed within the specific terms of this Agreement.

18. This Agreement shall be in full force and effect from the date set forth above until the maintenance and warranty period for each any every Land Improvement terminates.

19. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
20. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. City at:

City St. Charles
Attention: Development Engineering Division Manager
2 E. Main Street
St. Charles, Illinois 60174
Telefax No: 630-762-6922

B. Developer at:

Omni-Tech LLC
Attn: Gary R Janko
1650 Lake Cook Road
Suite 130
Deerfield, IL 60015
Telefax: 847-940-8815

With Copy to:
Evon Solms
Legal Counsel
1650 Lake Cook Road
Suite 130
Deerfield, IL 60015
Direct Fax: 650-360-6670

C. Original Developer at:

The Ryland Group, Inc.
1141 East Main Street, Suite 108
East Dundee, IL 60118
Attn: Matt Pagoria
Telefax: 224-293-3101

With a copy to:

Peter G. Skelly
Senior Vice President
The Ryland Group, Inc.
21925 Field Parkway, Suite 230
Deer Park, IL 60010
Telefax: 847-726-2628

21. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

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

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

DEVELOPER
Omni-Tech LLC

By: _____
Its Manager, Gary R Janko

ORIGINAL DEVELOPER
The Ryland Group, Inc.

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~LAKE~~ COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary R. Janko, Manager of Omni-Tech, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of July, 2009.

Charla Prince
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor of the City of St. Charles, and _____, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of The Ryland Group, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2009.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROJECT REALTY

All Lots and Outlots in The Reserve of St. Charles, being a subdivision of Part of the South Half of Section 9, Part of the Southwest Quarter of Section 10, Part of the Northwest Quarter of Section 15, and Part of the Northeast Quarter of Section 16, Township 40 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, pursuant to the plat thereof recorded in Kane County, Illinois, on February 9, 2006, as Document No. 2006K015402, Certificate of Correction thereto recorded on February 14, 2006 as Document No. 2006K016494 and Certificate of Correction thereto recorded on May 30, 2006 as Document No. 2006K058157.

Phase 1:

Lots 1 through 22, both inclusive, 82 through 104, both inclusive, in The Reserve of St. Charles, being a subdivision of part of the South Half of Section 9, part of the Southwest Quarter of Section 10, part of the Northwest Quarter of Section 15, and part of the Northwest Quarter of Section 16, Township 40 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 9, 2006 as document 2006K015402, certificate of correction recorded February 14, 2006 as document 2006K016494, and certificate of correction recorded May 30, 2006 as document 2006K058157, in Kane County, Illinois.

Phase 2:

Lots 23-81, both inclusive, 105 through 133, both inclusive, in The Reserve of St. Charles, being a subdivision of part of the South Half of Section 9, part of the Southwest Quarter of Section 10, part of the Northwest Quarter of Section 15, and part of the Northwest Quarter of Section 16, Township 40 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 9, 2006 as document 2006K015402, certificate of correction recorded February 14, 2006 as document 2006K016494, and certificate of correction recorded May 30, 2006 as document 2006K058157, in Kane County, Illinois.

EXHIBIT "A-1"

LEGAL DESCRIPTION OF SUBJECT REALTY

Lots 4 through 10, both inclusive, 12, 13, 17 through 81, both inclusive, 85, 87 through 91, both inclusive, 93 through 95, both inclusive, 97, and Lots 104 through 133, both inclusive, in The Reserve of St. Charles, being a subdivision of part of the South Half of Section 9, part of the Southwest Quarter of Section 10, part of the Northwest Quarter of Section 15, and part of the Northwest Quarter of Section 16, Township 40 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 9, 2006 as document 2006K015402, certificate of correction recorded February 14, 2006 as document 2006K016494, and certificate of correction recorded May 30, 2006 as document 2006K058157, in Kane County, Illinois.

EXHIBIT "B"

CEMCOM ESTIMATES

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNITS 1 & 2
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
I. <u>SANITARY SEWER IMPROVEMENTS - ON-SITE</u>							
1	Sanitary Sewer, 8" PVC SDR 26, 4 - 8' Deep	2,623	L.F.	\$ 18.75	\$ 49,181.25	100%	\$ -
2	Sanitary Sewer, 8" PVC SDR 26, 8 - 12' Deep	1,584	L.F.	18.95	30,016.80	100%	-
3	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 4-8' Deep	5	E.A.	1,419.30	7,096.50	100%	-
4	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 8 - 12' Deep	7	E.A.	1,620.20	11,341.40	100%	-
5	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 12-16' Deep	3	E.A.	2,211.40	6,634.20	100%	-
6	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 12-16' Deep w/ Drop Connection	1	E.A.	4,865.70	4,865.70	100%	-
7	Sanitary Service, 6" PVC SDR 26 (Long) w/ 8x6" Tee	20	E.A.	1,751.40	35,028.00	100%	-
8	Sanitary Service, 6" PVC SDR 26 (Short) w/ 8x6" Tee	25	E.A.	309.00	7,725.00	100%	-
9	PVC Service Riser	3	E.A.	225.00	675.00	100%	-
10	Connect to Existing Sanitary Sewer	1	E.A.	500.00	500.00	100%	-
11	Trench Backfill	2,600	C.Y.	24.20	62,920.00	100%	-
Sub-Total Sanitary Sewer Improvements - On-Site					\$ 215,983.85		\$ -

II. WATERMAIN IMPROVEMENTS

1	DIWM 8", Cl. 52 w/Polyethylene Wrap	3,775	L.F.	\$ 18.95	\$ 71,536.25	100%	\$ -
2	DIWM 8", Cl. 55 w/Polyethylene Wrap	14	L.F.	24.30	340.20	100%	-
3	DIWM 10", Cl. 52 w/Polyethylene Wrap	2,793	L.F.	24.62	68,763.66	100%	-
4	8" Valve in 4' Dia. Vault	9	E.A.	1,564.60	14,081.40	100%	-
5	10" Valve in 5' Dia. Vault	4	E.A.	2,499.80	9,999.20	100%	-
6	Hydrant w/Aux. Valve	18	E.A.	1,869.50	33,651.00	100%	-
7	Water Service 1 1/4", Ty. K w/ Box (Long)	28	E.A.	579.90	16,237.20	100%	-
8	Water Service 1 1/4", Ty. K w/ Box (Short)	18	E.A.	1,271.70	22,890.60	100%	-
9	Connect to Existing Watermain	2	E.A.	1,800.00	3,600.00	100%	-
10	Trench Backfill	100	C.Y.	24.20	2,420.00	100%	-
11	Water Tight Plug and Blocking	1	E.A.	350.00	350.00	100%	-
12	Watermain Protection	1	L.S.	6,500.00	6,500.00	100%	-
Sub-Total Watermain Improvements					\$ 250,369.51		\$ -

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNITS 1 & 2
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
III. STORM SEWER IMPROVEMENTS							
1	Storm Sewer, 6" PVC SDR 26	1,420	L.F.	\$ 12.00	\$ 17,040.00	100%	\$ 1,704.00
2	Storm Sewer, 12" RCP, Ty. 1	2,451	L.F.	14.70	36,029.70	100%	\$ 3,602.97
3	Storm Sewer, 12" RCP, Ty. 1 w/C-361 Joints	591	L.F.	16.00	9,456.00	100%	\$ 945.60
4	Storm Sewer, 15" RCP, Ty. 1	685	L.F.	16.60	11,371.00	100%	\$ 1,137.10
5	Storm Sewer, 15" RCP, Ty. 1 w/C-361 Joints	184	L.F.	17.25	3,174.00	100%	\$ 317.40
6	Storm Sewer, 18" RCP, Ty. 1	702	L.F.	19.80	13,899.60	100%	\$ 1,389.96
7	Storm Sewer, 21" RCP, Ty. 1	165	L.F.	23.20	3,828.00	100%	\$ 382.80
8	Storm Sewer, 21" RCP, Ty. 1 w/C-361 Joints	233	L.F.	25.50	5,941.50	100%	\$ 594.15
9	Storm Sewer, 24" RCP, Ty. 1	307	L.F.	27.20	8,350.40	100%	\$ 835.04
10	Storm Sewer, 27" RCP, Ty. 1	308	L.F.	32.20	9,917.60	100%	\$ 991.76
11	Inlet Ty. A w/ Ty. 8 Gr.	9	E.A.	475.20	4,276.80	100%	\$ 427.68
12	Inlet Ty. A w/ R-3015-R FR. & Gr.	12	E.A.	675.20	8,102.40	100%	\$ 810.24
13	Inlet Ty. B w/ Ty. 8 Gr.	3	E.A.	1,055.00	3,165.00	100%	\$ 316.50
14	Inlet Ty. B w/ R-3015-R FR. & Gr.	2	E.A.	1,055.00	2,110.00	100%	\$ 211.00
15	Catch Basin Ty. C w/ R-3015-R Fr. & Gr., 2' Dia.	5	E.A.	805.00	4,025.00	100%	\$ 402.50
16	Catch Basin Ty. A w/ R-3015-R Fr. & Gr., 3' Dia.	9	E.A.	1,305.00	11,745.00	100%	\$ 1,174.50
17	Storm M.H. Ty A w/TY. 1 FR. & C.L., 4' Dia.	7	E.A.	1,230.00	8,610.00	100%	\$ 861.00
18	Storm M.H. Ty A w/TY. 1 FR. & O.L., 4' Dia.	6	E.A.	1,230.00	7,380.00	100%	\$ 738.00
19	Storm M.H. Ty A w/TY. 1 FR. & C.L., 5' Dia.	2	E.A.	1,708.00	3,416.00	100%	\$ 341.60
20	Storm M.H. Ty A w/TY. 1 FR. & O.L., 5' Dia.	3	E.A.	1,708.00	5,124.00	100%	\$ 512.40
21	Storm M.H. Ty A w/TY. 1 FR. & C.L., 6' Dia.	1	E.A.	2,595.80	2,595.80	100%	\$ 259.58
22	Clean out Structure, w/ R-1706-1 Fr. & C.L.	7	E.A.	350.00	2,450.00	100%	\$ 245.00
23	Flared End Section, 12" RCP w/ Grate	3	E.A.	473.80	1,421.40	100%	\$ 142.14
24	Flared End Section, 15" RCP w/ Grate	2	E.A.	601.50	1,203.00	100%	\$ 120.30
25	Flared End Section, 18" RCP w/ Grate	4	E.A.	659.20	2,636.80	100%	\$ 263.68
26	Flared End Section, 21" RCP w/ Grate	1	E.A.	720.00	720.00	100%	\$ 72.00
27	Flared End Section, 27" RCP w/ Grate	1	E.A.	937.30	937.30	100%	\$ 93.73
28	Rip Rap w/ Maintenance	40	C.Y.	30.00	1,200.00	100%	\$ 120.00
29	Trench Backfill	300	C.Y.	24.20	7,260.00	100%	\$ 726.00
Sub-Total Storm Sewer Improvements				\$	197,386.30		\$ 19,738.63

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNITS 1 & 2
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
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IV. PAVEMENT IMPROVEMENTS

1	Fine Grading	17,848	S.Y.	\$ 0.90	\$ 16,063.20	100%	1,606.32
2	Agg. Base Cse. Ty. B (CA-6) 4"	16,666	S.Y.	3.00	49,998.00	100%	4,999.80
3	Bit. Base Course, 6"	15,386	S.Y.	12.00	184,632.00	100%	18,463.20
4	Bit. Binder Cse., 1 1/2" Cl. I	15,386	S.Y.	3.30	50,773.80	100%	5,077.38
5	Bit. Surface Cse., 1 1/2" Cl. I	15,386	S.Y.	3.65	56,158.90	0%	56,158.90
6	Bit Material Prime Coat @ 0.3 Gal./SY	4,616	GAL.	1.10	5,077.60	0%	5,077.60
7	Bit Material Tack Coat @ 0.1 Gal./SY	1,539	GAL.	1.10	1,692.90	0%	1,692.90
8	PCC Sidewalk 4' Wide, 5" Thick w/3" CA-6 Subbase	44,312	S.F.	2.75	121,858.00	50%	60,929.00
9	PCC Curb & Gutter Ty. B-6.12	11,078	L.F.	8.00	88,624.00	100%	8,862.40
10	Backfill Curb	11,078	L.F.	0.50	5,539.00	100%	553.90

Sub-Total Pavement Improvements

\$ 580,417.40

\$ 163,421.40

V. MISCELLANEOUS IMPROVEMENTS

1	10' Wide Bike Path (2" Surface Course, 8" Agg. Base Course TY B)	1,725	L.F.	\$ 12.00	\$ 20,700.00	0%	\$ 20,700.00
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Sub-Total Miscellaneous Improvements

\$ 20,700.00

\$ 20,700.00

VI. SOIL EROSION IMPROVEMENTS

1	Soil Erosion Repair		L.S.		\$ 10,000.00	0%	\$ 10,000.00
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Sub-Total Miscellaneous Improvements

\$ 10,000.00

\$ 10,000.00

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNITS 1 & 2
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
SUMMARY							
I.	SANITARY SEWER IMPROVEMENTS - ON-SITE				\$ 215,983.85	\$ -	
II.	WATERMAIN IMPROVEMENTS				\$ 250,369.51	\$ -	
III.	STORM SEWER IMPROVEMENTS				\$ 197,386.30	\$ 19,738.63	
IV.	PAVEMENT IMPROVEMENTS				\$ 580,417.40	\$ 163,421.40	
V.	MISCELLANEOUS IMPROVEMENTS				\$ 20,700.00	\$ 20,700.00	
VI.	SOIL EROSION IMPROVEMENTS				\$ 10,000.00	\$ 10,000.00	
	TOTAL IMPROVEMENTS				\$ 1,274,857.06	\$ 213,860.03	
	LETTER OF CREDIT AMOUNT (115%)				\$ 1,466,085.62	\$ 245,939.03	

PROFESSIONAL ENGINEER'S CERTIFICATION

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, CHRISTOPHER R. MORGART, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY STATE
THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF THE RYLAND HOMES, INC.
UNDER MY PERSONAL DIRECTION.

DATED THIS _____ DAY OF _____, AD., 2008

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-055788
MY LICENSE EXPIRES ON NOVEMBER 30, 2009

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937, EXPIRES APRIL 30, 2009

NOTE:
UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE
DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNIT 3
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
I. SANITARY SEWER IMPROVEMENTS - ON-SITE							
1	Sanitary Sewer, 8" PVC SDR 26, 4 - 8' Deep	1,223	L.F.	\$ 18.75	\$ 22,931.25	100%	\$ -
2	Sanitary Sewer, 8" PVC SDR 26, 8 - 12' Deep	3,859	L.F.	18.95	73,128.05	100%	\$ -
3	Sanitary Sewer, 8" PVC SDR 21, 12 - 16' Deep	583	L.F.	26.27	15,315.41	100%	\$ -
4	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 4-8' Deep	12	E.A.	1,419.30	17,031.60	100%	\$ -
5	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 8 - 12' Deep	10	E.A.	1,620.20	16,202.00	100%	\$ -
6	Sanitary M.H. 4', Ty. A w/ Ty. 1 Fr & SS Lid, 16-20' Deep w/ Drop Connection	1	E.A.	5,263.30	5,263.30	100%	\$ -
7	Sanitary Service, 6" PVC SDR 26 (Long) w/ 8x6" Tee	45	E.A.	1,751.40	78,813.00	100%	\$ -
8	Sanitary Service, 6" PVC SDR 26 (Short) w/ 8x6" Tee	43	E.A.	309.00	13,287.00	100%	\$ -
9	PVC Service Riser	4	E.A.	225.00	900.00	100%	\$ -
10	Trench Backfill	3,400	C.Y.	24.20	82,280.00	100%	\$ -
Sub-Total Sanitary Sewer Improvements - On-site				\$	325,151.61	\$	-
II. WATERMAIN IMPROVEMENTS							
1	DIWM 8", Cl. 52 w/Polyethylene Wrap	5,823	L.F.	\$ 18.95	\$ 110,345.85	100%	\$ -
2	DIWM 8", Cl. 55 w/Polyethylene Wrap	652	L.F.	24.30	15,843.60	100%	\$ -
3	8" Valve in 4' Dia. Vault	9	E.A.	1,564.60	14,081.40	100%	\$ -
4	Hydrant w/Aux. Valve	17	E.A.	1,869.50	31,781.50	100%	\$ -
5	Water Service 1 1/4", Ty. K w/ Box (Long)	40	E.A.	579.90	23,196.00	100%	\$ -
6	Water Service 1 1/4", Ty. K w/ Box (Short)	47	E.A.	1,271.70	59,769.90	100%	\$ -
7	Trench Backfill	100	C.Y.	24.20	2,420.00	100%	\$ -
8	Watermain Protection	1	L.S.	8,500.00	8,500.00	100%	\$ -
Sub-Total Watermain Improvements				\$	265,938.25	\$	-

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNIT 3
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
III. STORM SEWER IMPROVEMENTS							
1	Storm Sewer, 6" PVC SDR 26	617	L.F.	\$ 12.00	\$ 7,404.00	100%	\$ 740.40
2	Storm Sewer, 12" RCP, Ty. 1	2,069	L.F.	14.70	30,414.30	100%	\$ 3,041.43
3	Storm Sewer, 12" RCP, Ty. 1 w/C-361 Joints	1,236	L.F.	16.00	19,776.00	100%	\$ 1,977.60
4	Storm Sewer, 15" RCP, Ty. 1	1,002	L.F.	16.60	16,633.20	100%	\$ 1,663.32
5	Storm Sewer, 15" RCP, Ty. 1 w/C-361 Joints	929	L.F.	17.25	16,025.25	100%	\$ 1,602.53
6	Storm Sewer, 18" RCP, Ty. 1	919	L.F.	19.80	18,196.20	100%	\$ 1,819.62
7	Storm Sewer, 18" RCP, Ty. 1 w/C-361 Joints	179	L.F.	21.00	3,759.00	100%	\$ 375.90
8	Storm Sewer, 21" RCP, Ty. 1	1,800	L.F.	23.20	41,760.00	100%	\$ 4,176.00
9	Storm Sewer, 24" RCP, Ty. 1	1,463	L.F.	27.20	39,793.60	100%	\$ 3,979.36
10	Storm Sewer, 27" RCP, Ty. 1	1,171	L.F.	32.20	37,706.20	100%	\$ 3,770.62
11	Storm Sewer, 30" RCP, Ty. 1	233	L.F.	33.90	7,898.70	100%	\$ 789.87
12	Storm Sewer, 36" RCP, Ty. 1	75	L.F.	45.50	3,412.50	100%	\$ 341.25
13	Storm Sewer, 36" RCP, Ty. 1 w/C-361 Joints	185	L.F.	51.00	9,435.00	100%	\$ 943.50
14	Inlet Ty. A w/ Ty. 8 Gr.	9	E.A.	475.20	4,276.80	100%	\$ 427.68
15	Inlet Ty. A w/ R-3015-R FR. & Gr.	16	E.A.	675.20	10,803.20	100%	\$ 1,080.32
16	Inlet Ty. B w/ Ty. 8 Gr.	12	E.A.	1,055.00	12,660.00	100%	\$ 1,266.00
17	Inlet Ty. B w/ R-3015-R FR. & Gr.	1	E.A.	1,055.00	1,055.00	100%	\$ 105.50
18	Catch Basin Ty. C w/ R-3015-R Fr. & Gr., 2' Dia.	9	E.A.	805.00	7,245.00	100%	\$ 724.50
19	Catch Basin Ty. A w/ R-3015-R Fr. & Gr., 3' Dia.	8	E.A.	1,305.00	10,440.00	100%	\$ 1,044.00
20	Storm M.H. Ty A w/TY. 1 FR. & O.L., 4' Dia.	27	E.A.	1,230.00	33,210.00	100%	\$ 3,321.00
21	Storm M.H. Ty A w/TY. 1 FR. & C.L., 5' Dia.	4	E.A.	1,708.00	6,832.00	100%	\$ 683.20
22	Storm M.H. Ty A w/TY. 1 FR. & O.L., 5' Dia.	7	E.A.	1,708.00	11,956.00	100%	\$ 1,195.60
23	Clean out Structure, w/ R-1706-1 Fr. & C.L.	3	E.A.	350.00	1,050.00	100%	\$ 105.00
24	Flared End Section, 18" RCP w/ Grate	1	E.A.	659.20	659.20	100%	\$ 65.92
25	Flared End Section, 36" RCP w/ Grate	1	E.A.	1,287.50	1,287.50	100%	\$ 128.75
26	Rip Rap w/ Maintenance	20	C.Y.	30.00	600.00	100%	\$ 60.00
27	Trench Backfill	500	C.Y.	24.20	12,100.00	100%	\$ 1,210.00
Sub-Total Storm Sewer Improvements				\$	366,388.65		\$ 36,638.87

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNIT 3
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
IV. PAVEMENT IMPROVEMENTS							
1	Fine Grading	19,272	S.Y.	\$ 0.90	\$ 17,344.80	100%	1,734.48
2	Agg. Base Cse. Ty. B (CA-6) 4"	16,614	S.Y.	3.00	49,842.00	100%	4,984.20
3	Bit. Base Course, 6"	16,614	S.Y.	12.00	199,368.00	100%	19,936.80
4	Bit. Binder Cse., 1 1/2" Cl. I	16,614	S.Y.	3.30	54,826.20	100%	5,482.62
5	Bit. Surface Cse., 1 1/2" Cl. I	16,614	S.Y.	3.65	60,641.10	0%	60,641.10
6	Bit Material Prime Coat @ 0.3 Gal./SY	4,984	GAL.	1.10	5,482.40	0%	5,482.40
7	Bit Material Tack Coat @ 0.1 Gal./SY	1,661	GAL.	1.10	1,827.10	0%	1,827.10
8	PCC Sidewalk 4' Wide, 5" Thick w/3" CA-6 Subbase	47,848	S.F.	2.75	131,582.00	0%	131,582.00
9	PCC Curb & Gutter Ty. B-6.12	11,962	L.F.	8.00	95,696.00	100%	9,569.60
10	Backfill Curb	11,962	L.F.	0.50	5,981.00	100%	598.10
Sub-Total Pavement Improvements				\$	622,590.60		\$ 241,838.40

V. SOIL EROSION IMPROVEMENTS

1	Soil Erosion Repair		L.S.	\$	20,000.00	0%	\$ 20,000.00
Sub-Total Miscellaneous Improvements				\$	20,000.00		\$ 20,000.00

CEMCON, Ltd.
ENGINEER'S OPINION
OF PROBABLE CONSTRUCTION COST

PROJECT: RESERVE OF ST. CHARLES - UNIT 3
ON-SITE ONLY BOND REDUCTION
JOB NO.: 608.068

DATE: APRIL 20, 2005
REVISED: OCTOBER 27, 2008
LAST REVISED: DECEMBER 16, 2008

NO.	ITEM	APPROX. QUANTITY	UNIT	PRICE	AMOUNT	PERCENT COMPLETE	NEW BOND AMOUNT
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SUMMARY

I.	SANITARY SEWER IMPROVEMENTS - ON-SITE				\$ 325,151.61	\$ -	
II.	WATERMAIN IMPROVEMENTS				\$ 265,938.25	\$ -	
III.	STORM SEWER IMPROVEMENTS				\$ 366,388.65	\$ 36,638.87	
IV.	PAVEMENT IMPROVEMENTS				\$ 622,590.60	\$ 241,838.40	
V.	SOIL EROSION IMPROVEMENTS				\$ 20,000.00	\$ 20,000.00	
	TOTAL IMPROVEMENTS				\$ 1,600,069.11	\$ 298,477.27	
	LETTER OF CREDIT AMOUNT (115%)				\$ 1,840,079.48	\$ 343,248.85	

PROFESSIONAL ENGINEER'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, CHRISTOPHER R. MORGART, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY STATE
THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF THE RYLAND HOMES, INC.
UNDER MY PERSONAL DIRECTION.

DATED THIS _____ DAY OF _____, AD., 2008

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-055708
MY LICENSE EXPIRES ON NOVEMBER 30, 2009

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002037, EXPIRES APRIL 30, 2009

NOTE:

UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE
DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

"EXHIBIT C"
PARTIAL ASSIGNMENT
OF ANNEXATION AGREEMENT AND PREPAID IMPACT FEES

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Scott Gudmundson
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

**PARTIAL ASSIGNMENT OF ANNEXATION
AGREEMENT AND PREPAID IMPACT FEES**

THIS PARTIAL ASSIGNMENT OF ANNEXATION AGREEMENT AND PREPAID IMPACT FEES (this "Assignment") is made and entered into this 23rd day of December, 2008 by and between The Ryland Group, Inc., a Maryland corporation ("Assignor"), as assignor, and Omni-Tech, LLC, an Illinois limited liability company ("Assignee"), as assignee.

RECITALS

A. Assignor was the owner of a parcel of real estate legally described on Exhibit A attached hereto and commonly known as The Reserve of St. Charles, together with any and all improvements, structures and fixtures presently located thereon (the "Development"), all which is located in St. Charles (the "City"), Kane County, Illinois;

B. The Development has been annexed to the City pursuant to that certain Annexation Agreement recorded with the Kane County Recorder's Office on May 10, 2005 as Document No. 2005K052734 (the "Annexation Agreement") and Annexation Ordinance No. 2005-M-9 recorded with the Kane County Recorder's Office on May 10, 2005 as Document No. 2005K052735 (the "Annexation Ordinance").

C. The City has also approved (i) that certain Plat of Subdivision prepared by Cemcon, Ltd. recorded with the Kane County Recorder's Office on February 9, 2006 as Document No. 2006K015402, Certificate of Correction thereto recorded on February 14, 2006 as Document No. 2006K016494 and Certificate of Correction thereto recorded on May 30, 2006 as Document No. 2006K058157 (as so corrected, the "Final Plat"); and (iii) those certain Final Site Improvement Plans prepared by Cemcon, Ltd. dated April 20, 2005, and last revised April 7, 2006, for public improvements installed and to be installed on the Development (the "Final Engineering").

D. Assignor and Assignee have entered into that certain Lot Sale Agreement dated December 23, 2008 (as amended, the "Purchase Agreement") with respect to the sale of that portion of the Development legally described on Exhibit B attached hereto and made a part hereof (the "Sale Parcel") by Assignor to Assignee.

E. Pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee all of its: (i) rights and obligations under the Annexation Agreement, the Annexation Ordinance, the Final Engineering and the Final Plat, but only to the extent of Seller's interest in the Sale Parcel; and (ii) right, title, interest and benefit, in and to the prepaid impact fees paid by Assignor to the City in the amount of \$23,974.38 per Lot of the Sale Parcel, but only with respect to the 113 Lots within the Sale Parcel and not for any of the other Lots within the Development.

NOW, THEREFORE, in consideration of Recitals set forth above, which are incorporated by reference herein, and the mutual covenants and agreements of the parties hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, set over, grant, bargain and convey unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the following (collectively the "Development Documents") but only with respect to Assignor's interest in and to the Sale Parcel:

(i) the Annexation Agreement;

- (ii) the Annexation Ordinance;
- (iii) the Final Engineering;
- (iv) the Final Plat; and
- (v) all of Assignor's right, title, interest and benefit, in and to the prepaid impact fees paid by Assignor to the City in the amount of \$23,974.38 per Lot of the Sale Parcel, but only with respect to the 113 Lots within the Sale Parcel and not for any of the other Lots within the Development.

Assignee acknowledges and agrees that Assignor retains all rights and obligations under the Development Documents with respect to portions of the Development not included in the Sale Parcel, except to the extent otherwise provided for in the Purchase Agreement. Further, with respect to the prepaid impact fees described in clause (v) above, the impact fees assigned by Assignor to Assignee hereunder are only for the 113 Lots comprising the Sale Parcel, and not for any of the other Lots within the Development, and Assignor expressly retains all right, title, interest and benefit of the impact fees previously paid by Assignor with respect to the balance of the Lots within the Development.

2. Authority. Each party represents and warrants to the other party that it has full power and authority to enter into this Assignment.

3. Acceptance/Assumption and Indemnity. Assignee hereby accepts the assignment from Assignor; provided that Assignee shall assume obligations under the Development Documents only to the extent that the Final Plat, the Final Engineering and any permits included in the Development Documents impose obligations with respect to work to be performed by Assignee with respect to the Sale Parcel and the balance of the Development pursuant to the terms and conditions of the Purchase Agreement. Assignee agrees to assume all obligations of a builder of homes to be constructed on the Lots comprising the Sale Parcel under the Annexation Agreement. Assignee shall pay all building permit and tap-on fees when required by the terms of the Annexation Agreement. Assignor will retain the obligations under the Annexation Agreement specifically relating to Seller's Retained Lots (as defined in the Purchase Agreement) and not assumed by Assignee thereunder. Each of Assignor and Assignee shall promptly perform their respective obligations under the Development Documents, as assigned or reserved herein, in such a manner and within such a timeframe as shall be necessary for the other to fully avail themselves of their respective rights under the Development Documents without delay or interruption and shall defend, indemnify and hold harmless the other party and its successors and assigns from and against any claims, damages or claims of action whatsoever, which may be asserted against that party arising out of the failure to perform such obligations. Each of the parties shall also provide full and reasonable cooperation to the other in enabling or assisting the other party to avail itself of its rights and performing its obligations under the Development Documents. Nothing contained herein is intended to or shall modify the respective rights, obligations and agreements between the Parties as are set forth in the Purchase Agreement.

4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Illinois.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF Assignee and Assignor have executed this Assignment as of the date first above written.

Omni-Tech, LLC, an Illinois
limited liability company

By: _____
Name: Gary R. Janko
Title: Manager

THE RYLAND GROUP, INC.
a Maryland corporation

By: _____
Name: John K. Adams
Title: Operational Vice President

STATE OF ILLINOIS)

) SS.

COUNTY OF Kane)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that John K. Adams, the Operational Vice President of The Ryland Group, Inc., a Maryland corporation (the "**Corporation**"), personally known to me to be the same person whose name is subscribed to the foregoing Assignment and Acknowledgement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the Corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 23rd day of December, 2008.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Gary R. Janko, the sole Manager of Omni-Tech, LLC, an Illinois limited liability company ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing Assignment and Acknowledgement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the Company and as his free and voluntary act, for the uses and purposes therein set forth.


GIVEN under my hand and seal, this 23rd day of December, 2008.

Notary

EXHIBIT A

Legal Description of the Development

All Lots and Outlots in The Reserve of St. Charles, being a subdivision of Part of the South Half of Section 9, Part of the Southwest Quarter of Section 10, Part of the Northwest Quarter of Section 15, and Part of the Northeast Quarter of Section 16, Township 40 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, pursuant to the plat thereof recorded in Kane County, Illinois, on February 9, 2006, as Document No. 2006K015402, Certificate of Correction thereto recorded on February 14, 2006 as Document No. 2006K016494 and Certificate of Correction thereto recorded on May 30, 2006 as Document No. 2006K058157.

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: *4h
	Title:	Consideration of a request to rename Porter Court.	
	Presenter:	Russell Colby	
Meeting: Planning & Development Committee		Date: September 14, 2020	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary (<i>if not budgeted please explain</i>): <p>Porter Court is located in the Porter Business Park PUD, a partially developed light industrial development located north of former UP-NW railroad right-of-way and adjacent to the Timbers Subdivision.</p> <p>Porter Court is a private street that is an easterly extension of Foundry Street, from the Foundry Business Park.</p> <p>The street was named for the former property owner, George Porter, who operated his business, G. Porter and Company, at the site.</p> <p>Currently the site is partially improved, with one industrial building and 3 vacant lots that comprise the only properties addressed on Porter Court.</p> <p>The new owner, Trine Construction Corp., is requested to change the name. Vice President of the company, Mike Rendina, has submitted a request to use a family name “Lucile Court”. Staff has concerns that this name is too similar to “Lucille Court”. Two other suggestions have been offered: “Lucia Court” or “Trine Court”.</p> <p>If the Committee has no objection to the name change, Staff would recommend renaming the street “Trine Court.”</p>			
Attachments (<i>please list</i>): Map showing Porter Court, Request letter.			
Recommendation/Suggested Action (<i>briefly explain</i>): Consideration of a request to rename Porter Court.			



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

Precision GIS

RAYMOND ROGINA *Mayor*
MARK KOENEN *City Administrator*



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: September 11, 2020 01:35 PM



0 66 133 Feet

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Powered by Precision GIS

Trine Construction Corp.

Site Development

27W364 NORTH AVENUE
WEST CHICAGO, ILLINOIS 60185
630 / 668-4626
FAX 630 / 668-4828

September 2, 2020

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

Dear Mr. Colby,

I wish to put before the City Council Planning and Development Committee, a request to change the street name of 1041 Porter Ct., St. Charles, IL 60174 to 1041 Lucile Ct.

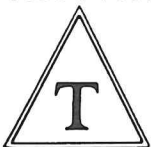
Our company has recently purchased this property as the new location of our family owned business – Trine Construction Corp.

My parents, Michele and Lucile Rendina, strove to establish a well-respected underground construction company. They succeeded in founding Trine Construction Corp. on September 9, 1976. Their long hours and dedication to honestly serving their employees, State, City and local Municipalities, has produced a successful multi-generational business.

To pay tribute and honor the memory of my Mother, Lucile; I approach the Committee and respectfully ask that you approve: 1041 Lucile Ct. Other options would be Lucia Ct. or Trine Ct.

Respectfully Requested,
Trine Construction Corp.

Michael M. Rendina
Vice President



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *4i

Title:

Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and St. Charles Public Library District regarding the St. Charles Public Library, 1 S. 6th Ave.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: September 14, 2020

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐

In January of this year, the City approved a Planned Unit Development and PUD Preliminary Plan for redevelopment of the St. Charles Public Library under Ord. 2020-Z-2. As part of the project, the City required extension of the public sidewalk along Illinois Ave. to S. 7th Ave. A retaining wall was deemed necessary to facilitate the sidewalk extension. However, the retaining wall projects into the Illinois Ave. Right-of-Way by approximately 1.5 ft. for a length of 18 ft.

The retaining wall ROW projection is depicted on the approved PUD Preliminary Plan. One of the conditions of PUD approval was that a Right-of-Way License Agreement between the City and the Library be executed to permit the projection.

An agreement has been drafted to grant the Library a license for maintaining the retaining wall within the City Right-of-Way.

The agreement terms are similar license agreements approved for other recent projects including First Street and Crystal Lofts.

The Library as the property owner will be responsible for maintaining the retaining wall in a safe manner and in accordance with the City approved plans. Per the agreement, the Library agrees to indemnify the City and provide insurance for the benefit of the City. A certificate of insurance has been provided.

The City will retain the right to promulgate and enforce rules and regulations regarding the retaining wall.

Attachments *(please list):*

ROW License Agreement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and St. Charles Public Library District regarding the St. Charles Public Library, 1 S. 6th Ave.

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

RIGHT-OF-WAY LICENSE AGREEMENT

WITNESSETH:

WHEREAS, the City has required the Licensee to extend the public sidewalk along the north side of Illinois Avenue adjacent to the Library Property to the corner of Illinois Avenue and S. 7th Avenue as depicted on the plans approved under the PUD Ordinance, an excerpt of which is attached hereto as Exhibit “B”; and

WHEREAS, a retaining wall has been deemed necessary to facilitate construction of said public sidewalk, and the proposed retaining wall projects into the Illinois Avenue ROW by approximately 1.5 feet for a length of approximately 18 feet ("Retaining Wall Projection"), as depicted on the plans approved under the PUD Ordinance and as illustrated on Exhibit "C".

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of constructing and maintaining the Retaining Wall Projection solely within the limited area in the Illinois Avenue ROW, pursuant to the City approved plans for and as illustrated on the attached Exhibit "C" subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference ("Encroachment").

3. Licensee must construct and maintain the Retaining Wall Projection in full compliance with the building permit and all conditions contained herein or attached hereto by reference.

4. The Encroachment shall not in any manner be expanded, added to or enlarged beyond the extent of the Retaining Wall Projection, as described herein and shown in Exhibit "C".

5. The Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.

6. This Agreement shall terminate in the event that any of the following occur: (a) the Retaining Wall Projection is ever damaged or destroyed, to the extent that its value is less than 25% of the cost to replace the Retaining Wall Projection, and the Licensee shall have failed to repair the Retaining Wall Projection within one hundred and eighty (180) days of said damage; (b) this Agreement otherwise terminates pursuant to any other provision of this Agreement. Prior to termination of this Agreement, Licensor shall provide Licensee with a written Notice of Termination ten (10) days prior to the date of said termination.

7. Licensee understands and agrees that the Retaining Wall Projection shall remain in good structural condition at all times and that the use and enjoyment of the Illinois Avenue ROW shall not be compromised in any unsafe or adverse manner. The Licensee shall promptly restore or cause to be restored the Retaining Wall Projection to a good state of repair and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Retaining Wall Projection, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the

Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Library Property.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim or damages caused by or to the Retaining Wall Projection, any respective parts thereof located within or attached to the Library Property or within the Illinois Avenue ROW, or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the term of the License.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Retaining Wall Projection, to protect the health, safety and welfare of the public utilizing the Illinois Avenue ROW. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Retaining Wall Projection to comply with this provision.

10. Except in the Encroachment, Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the Illinois Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee or the Encroachment.

11. The Encroachment when installed does not become a part of or an interest in the Illinois Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

12. Licensee is responsible for the cost of installation, maintenance, and removal of such Retaining Wall Projection in the Encroachment and is responsible for any damage caused to the Illinois Avenue ROW resulting from such installation, maintenance, and removal.

13. The terms of this Agreement are covenants running with the Library Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, including any future association for the Library Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.

14. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

15. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.


16. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

17. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

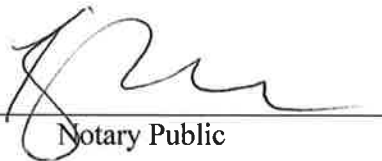
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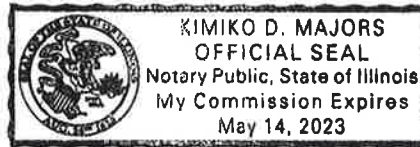
Dated this 8th day of September, 2020.

ST. CHARLES PUBLIC LIBRARY DISTRICT

By: 

Subscribed and sworn to before me this 8 day of Sept., 2020.


Notary Public



CITY OF ST. CHARLES,
an Illinois municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Exhibit A:

Plat of Subdivision



VICINITY MAP
NOT TO SCALE

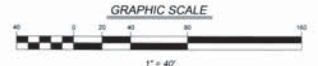
FINAL PLAT OF SUBDIVISION OF ST. CHARLES LIBRARY DISTRICT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

2020K020167
SANDY WEGMAN
RECORDED - KANE COUNTY, IL
RECORDED 4/22/2020 AT 1 PM
REC FEE: \$2.00

PAGES: 1

STATE PLANE MERIDIAN



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (NAD83), ZONE 16N, 1201
(ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41°54'48.458" N
LONGITUDE: 89°19'27.4288" W
ELLIPSOIDAL HEIGHT: 531.327' SFT
GROUND SCALE FACTOR: 1.000000000000
ALL MEASUREMENTS ARE ON THE GROUND.

PROPOSED EASEMENT AREA TABLE (IN SQ. FT.)			
EASEMENT TYPE	15.0' E	15.0' W	TOTAL
P.U. & D.E.	42,574	21,042	63,616
CROSS ACCESS	20,605	12,000	32,605
STORMWATER DETENTION	9,267		9,267

LEGEND

PROPERTY LINE	FOUND DISC IN CONCRETE
EXISTING RIGHT-OF-WAY LINE	FOUND BRASS DISC
PROPOSED RIGHT-OF-WAY LINE	FOUND MONUMENT
EXISTING LOT LINE	FOUND IRON ROD
PROPOSED LOT LINE	FOUND RAILROAD SPIKE
EX. & PRO. CENTERLINE	FOUND PIN NAIL
EXISTING EASEMENT LINE	FOUND PIN NAIL
PROPOSED EASEMENT LINE	FOUND GUT GRASS
EX. & PRO. BUILDING SETBACK LINE	FOUND IRON PIPE
SECTION LINE	FOUND IRON BAR
PROPOSED PUBLIC UTILITY AND DRAINAGE EASEMENT	FOUND IRON BAR
PROPOSED PUBLIC UTILITY EASEMENT	FOUND IRON BAR
PROPOSED PUBLIC UTILITY AND DRAINAGE EASEMENT AND CROSS ACCESS EASEMENT	FOUND IRON BAR

ABBREVIATIONS

N	NORTH	PC	POINT OF CURVATURE
S	SOUTH	POC	POINT OF COMPOUND CURVATURE
E	EAST	PRC	POINT OF REVERSE CURVATURE
W	WEST	PT	POINT OF TANGENCY
DE	DEGREES	REC	RECORD DATUM
R	RADIUS	MEAS	MEASURED DATUM
A	ARC LENGTH	SCAL	SCALE
P.U.	PUBLIC UTILITY EASEMENT	DEED	INFORMATION TAKEN FROM DEED
P.U. & D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT	EX	EXISTING
		PRO	PROPOSED

OWNER
St. Charles Public Library
1 S. 6th Avenue
St. Charles, IL 60174

St. Mark's Lutheran Church
101 S. 6th Avenue
St. Charles, IL 60174

ENGINEER
Eriksson Engineering Associates, Ltd.
145 Commerce Drive, Suite A
Graylake, IL 60030

SURVEYOR
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Project Manager: Anthony J. Strickland
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PREPARED FOR:
Shalee McNutt
425 Renner Drive
Egin, IL 60123
847.622.1214

REVISIONS					
NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
1	12-28-19	REVISED PER CITY COMMENTS			
2	01-29-20	FINAL PUD APPLICATION			
3	02-06-20	REVISED TO REMOVE PROPOSED EASEMENT PER COMMENTS			
4	02-27-20	REVISED PROPERTY LINES			
5	03-11-20	REVISED PER CITY COMMENTS			

FINAL PLAT OF SUBDIVISION ST. CHARLES LIBRARY DISTRICT

DRAFTING COMPLETED	01/16/2020	DRAWN BY	SPK, MLF	PROJECT MANAGER	AJS
FIELD WORK COMPLETED	NA	CHECKED BY	AJS	SCALE	1" = 40'

Project No: 19188
Group No: VP04.1
SHEET NO: 2 OF 3

Exhibit B:

Approved PUD Plan (site plan only)

Exhibit C:

Plan Depicting Retaining Wall Projection

EEA - P:\Aaron\Sheehan Nagle Hartray - St. Charles Public Library\Drawings\SCPL Civil Site Plan.dwg
Plotted: 5/18/20 @ 2:48pm By: abruder

Scale: 1"=5'



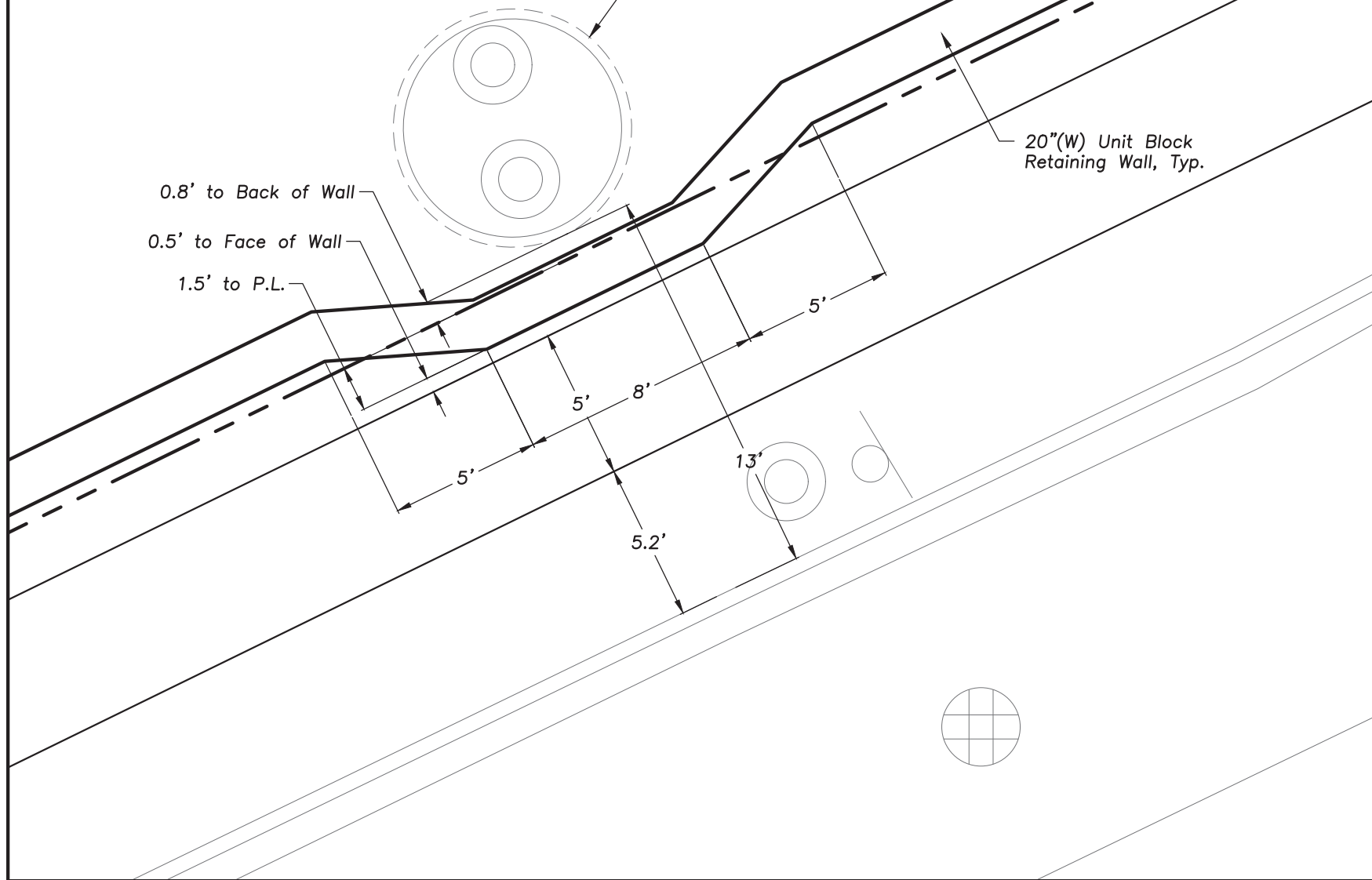
**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL: INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2021

Location of Outlet
Control Structure
Outer Wall, Per
Field Verification.

20"(W) Unit Block
Retaining Wall, Typ.

0.8' to Back of Wall
0.5' to Face of Wall
1.5' to P.L.



**ST. CHARLES PUBLIC LIBRARY
ADDITION & RENOVATION
ST. CHARLES, ILLINOIS**

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Design By: **AB** Checked By: **KC/TH** Date: **05/18/20**

Sheet Title:
**ILLINOIS AVE.
RETAINING WALL
SKETCH**

Sheet No:
CSK-1